

In the Matter of Application

Of

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

Against

David & Mary Ann Fanelli
26 Starks Place
Lynbrook, New York 11563

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 That pursuant to Local Law 92-1981, adopted October 27, 1981, effective date November 2, 1981, which repealed and reenacted Chapter 90 of the code of the Town of Hempstead entitled, "Dangerous Buildings and structures," petitioner submits the following: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 45, Block 169 and lot number (s) 19, 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 **February 20, 2018**.
5. As no effort to correct the existing unsafe and dangerous condition has been made, it is requested that this Town Board render a decision that the premises are unsafe and dangerous, a fire hazard and a public nuisance, and that the Commissioner of Buildings forthwith **DEMOLISH AND REMOVE THE ONE AND ONE HALF STORY WOOD FRAME ONE FAMILY DWELLING WITH ATTACHED GARAGE, AND REMOVE ALL LITTER AND DEBRIS FROM PROPERTY: LOCATED ON THE SOUTHWEST CORNER OF BITTERSWEET LANE AND HICKORY LANE, LEVITTOWN, N.Y. 11756, A/K/A 14 BITTERSWEET LANE, LEVITTOWN, 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.**

Item # 1

Case # 6542

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE DEMOLITION AND REMOVAL OF THE ONE AND ONE HALF STORY WOOD FRAME ONE FAMILY DWELLING WITH ATTACHED GARAGE AND DEBRIS FROM PREMISE: SAID PREMISE LOCATED ON THE SOUTHWEST CORNER OF BITTERSWEET LANE AND HICKORY LANE. SECTION 45, BLOCK 169, AND LOT(S) 19, AKA 14 BITTERSWEET LANE, LEVITTOWN, TOWN OF HEMPSTEAD, NEW YORK.

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

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the one and one half story wood frame one family dwelling with attached garage, located on the Southwest Corner of Bittersweet Lane and Hickory Lane, Section 45, Block 169 and Lot (s) 19, A/K/A 14 Bittersweet Lane, Levittown, Town of Hempstead, New York is hereby deemed to be unsafe; and

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

In the Matter of Application

Of

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

Against

Jose L. & Mamie M. Aponte
2112 Mohegan Avenue
Bronx, New York 10460

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 413 and lot number (s) 177, 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 **February 20, 2018**.
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 INGROUND SWIMMING POOL, AND REMOVE ALL LITTER AND DEBRIS FROM PROPERTY: LOCATED ON THE NORTH SIDE OF WEST FULTON AVENUE, 186 FEET WEST OF NASSAU ROAD, ROOSEVELT, N.Y. 11575, A/K/A 26 WEST FULTON 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.**

Item #

2

Case #

6542

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE DEMOLITION AND REMOVAL OF THE INGROUND SWIMMING POOL AND DEBRIS FROM PREMISE: SAID PREMISE LOCATED ON THE NORTH SIDE OF WEST FULTON AVENUE, 186 FEET WEST OF NASSAU ROAD. SECTION 55, BLOCK 413, AND LOT(S) 177, AKA 26 WEST FULTON 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 inground swimming pool, located on the North side of West Fulton Avenue, 186 feet West of Nassau Road, Section 55, Block 413 and Lot (s) 177, A/K/A 26 West Fulton 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:

In the Matter of Application

Of

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

Against

Peter Francis Minch & Kathleen Anne Minch
2173 Jackson Avenue
Seaford, New York 11783

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 57, Block 126 and lot number (s) 661, 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 **February 20, 2018**.
5. As no effort to correct the existing unsafe and dangerous condition has been made, it is requested that this Town Board render a decision that the premises are unsafe and dangerous, a fire hazard and a public nuisance, and that the Commissioner of Buildings forthwith **DEMOLISH AND REMOVE THE ONE AND ONE HALF STORY WOOD FRAME ONE FAMILY DWELLING WITH ATTACHED GARAGE, AND REMOVE ALL LITTER AND DEBRIS FROM PROPERTY: LOCATED ON THE SOUTHEAST CORNER OF JACKSON AVENUE AND FIR STREET, WANTAGH, N.Y. 11793, A/K/A 3354 JACKSON AVENUE, WANTAGH, 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.**

Item # 3
Case # 6542

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE DEMOLITION AND REMOVAL OF THE ONE AND ONE HALF STORY WOOD FRAME ONE FAMILY DWELLING WITH ATTACHED GARAGE AND DEBRIS FROM PREMISE: SAID PREMISE LOCATED ON THE SOUTHEAST CORNER OF JACKSON AVENUE AND FIR STREET. SECTION 57, BLOCK 126, AND LOT(S) 661, AKA 3354 JACKSON AVENUE, WANTAGH, TOWN OF HEMPSTEAD, NEW YORK.

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

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the one and one half story wood frame one family dwelling with attached garage, located on the Southeast Corner of Jackson Avenue and Fir Street, Section 57, Block 126 and Lot (s) 661, A/K/A 3354 Jackson Avenue, Wantagh, 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 20th day of February, 2018, at 7:00 o'clock in the evening of that day to consider the enactment of a local law to amend Chapter 202 of the code of the Town of Hempstead to REPEAL "REGULATIONS AND RESTRICTIONS" to limit parking at the following locations:

OCEANSIDE
Section 202-13

MOUNT AVENUE (TH 131/10) West side - NO
PARKING 9 A.M. TO 3 P.M. EXCEPT SATURDAYS,
SUNDAYS, AND HOLIDAYS - starting at a
point 90 feet north of the north curblin
of Allen Avenue, north for a distance of
65 feet. (Adopted 08/03/10)

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

Dated: February 6, 2018
Hempstead, New York

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

LAURA A. GILLEN
Supervisor

SYLVIA A. CABANA
Town Clerk

Item #

4

Case #

29864

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that pursuant to Article 9 of the New York State Constitution, the provisions of the Town Law and Municipal Home Rule of the State of New York, both as amended, a public hearing will be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, on the 20th day of February, 2018, at 7:00 o'clock in the evening 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 AND REPEAL "PARKING OR STANDING PROHIBITIONS" at the following locations:

WANTAGH OLD MILL ROAD (TH 540B/17) West Side -
NO STOPPING ANYTIME - starting at the
south curbline of Ryder Place south for a
distance of 115 feet.

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

FRANKLIN SQUARE WOOL AVENUE (TH 398/15) South Side -
NO PARKING ANYTIME - starting at a point
200 feet west to the west curbline of
Cleveland St., west for a distance of
24 feet(Adopted9/21/15)

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

Dated: February 6, 2018
Hempstead, New York

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

LAURA A. GILLEN
Supervisor

SYLVIA A. CABANA
Town Clerk

Item #

5

Case #

29865

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that pursuant to Article 9 of the New York State Constitution, the provisions of the Town Law and Municipal Home Rule of the State of New York, both as amended, a public hearing will be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, on the 20th day of February, 2018, at 7:00 o'clock in the evening of that day to consider the enactment of a local law to amend Section 197-5 of the code of the Town of Hempstead to INCLUDE "ARTERIAL STOPS" at the following locations:

NORTH VALLEY STREAM	ASHLEY AVENUE (TH 537/17) - Stop - all traffic traveling southbound on Countisbury Avenue shall come to a full stop.
	CENTRAL AVENUE (TH 535/17) - Stop - all traffic traveling eastbound on North Drive shall come to a full stop.
	CENTRAL AVENUE (TH 535/17) - Stop - all traffic traveling westbound on Milford Lane shall come to a full stop.
(NR) WESTBURY	OLD COUNTRY ROAD (TH 532/17) - Stop - all traffic traveling northwest on Mirabelle Avenue shall come to a full stop.

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

Dated: February 6, 2018
Hempstead, New York

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

LAURA A. GILLEN
Supervisor

SYLVIA A. CABANA
Town Clerk

Item #

6

Case #

29866

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that pursuant to Article 9 of the New York State Constitution, the provisions of the Town Law and Municipal Home Rule of the State of New York, both as amended, a public hearing will be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, on the 20th day of February, 2018, at 7:00 o'clock in the evening of that day to consider the enactment of a local law to amend Section 197-2 of the code of the Town of Hempstead to INCLUDE "U-TURNS PROHIBITED" at the following locations:

LEVITTOWN WANTAGH AVENUE (TH 536/17) - NO U-TURN -at Sunrise Lane all traffic traveling northbound on Wantagh Avenue shall be prohibited from executing U turn maneuvers at Sunrise Lane.

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

Dated: February 6, 2018
Hempstead, New York

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

LAURA A. GILLEN
Supervisor

SYLVIA A. CABANA
Town Clerk

Item #

7

Case #

29867

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that pursuant to Article 9 of the New York State Constitution, the provisions of the Town Law and Municipal Home Rule of the State of New York, both as amended, a public hearing will be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, on the 20th day of February, 2018, at 7:30 o'clock in the evening of that day to consider the enactment of a local law to amend Section 197-13 of the code of the Town of Hempstead to INCLUDE "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS" at the following locations:

ELMONT

**RIDGE ROAD (TH 456/17) One Way (Northbound)
– between Leighton Road and Kirby Road – all
traffic traveling northbound on Ridge Road between
7 A.M. and 6 P.M. School Days.**

**RIDGE ROAD (TH 456/17) West Side – NO
PARKING 8 A.M. to 4 P.M. SCHOOL DAYS –
starting at a point 40 feet north of the north curblines
of Dutch Broadway, north to a point 30 feet south of
the south curblines of Leighton Road.**

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

Dated: January 23, 2018
Hempstead, New York

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

LAURA A. GILLEN
Supervisor

SYLVIA A. CABANA
Town Clerk

Item #

8

Case #

29861

PUBLIC NOTICE

NOTICE OF COMPLETION OF ASSESSMENT ROLL FOR THE CONSTRUCTION OR RECONSTRUCTION OF SIDEWALK AREA ON:

1ST ST, 239TH ST, 244TH ST, 246TH ST, ALAN DR, ALLWYN ST, AMBROSE CT, ANCHOR AVE, ARDSLEY BLVD, ARLINGTON DR, ARTHUR ST, BARBARA ST, BAYVIEW AVE, BEACH DR, BEDFORD AVE, BEECH ST, BELLMORE AVE, BENJAMIN AVE, BERG AVE, BERKSHIRE RD, BERNARD ST, BERRYWOOD DR, BEVERLY WAY, BONNIE DR, BRENT DR, BRENTWOOD LN, BRIAN LN, BROOKLYN AVE, BRUCE DR, BRYANT DR, BUCKINGHAM RD, BUNKER RD, BYRON AVE, CALDWELL AVE, CAMDEN LN, CARLYLE RD, CARNATION AVE, CAROLYN AVE, CAYUGA DR, CECILY DR, CEDARLAWN BLVD, CENTRAL PKWY, CENTRE AVE, CHAPIN AVE, CHARLES CT, CHESS DR, CLEARMEADOW DR, CLOVERMERE RD, COLONADE RD, COLONY ST, COLUMBUS AVE, CONCORD AVE, COURT ST, CYNTHIA DR, DANA AVE, DE MOTT AVE, DEMOTT AVE, DORCHESTER RD, DURHAM RD, DUTCH BROADWAY, EARL DR, EAST END, ELDERBERRY RD, ELIZABETH AVE, ELSIE AVE, ESSEX CT, EVELYN AVE, EXETER ST, FANWOOD AVE, FARGO ST, FENWORTH BLVD, FOREST RD, FOX CT, FRANKEL BLVD, FRANKLIN ST, FREEPORT ST, GARDEN ST, GARY LN, GLENMORE AVE, GRAND AVE, GREENBRIAR LN, GREGG CT, HADDON LN, HAMILTON AVE, HAMPTON RD, HANCOCK ST, HAROLD AVE, HARRIS AVE, HARRIS DR, HARVARD RD, HEWLETT AVE, HOFFMAN AVE, HOLLY PL, HOMESTEAD AVE, HOWELL ST, HUDSON ST, HULL ST, HUNGRY HARBOR RD, HUNTINGTON CT, IVANHOE DR, JACKSON AVE, JACKSON ST, JACQUELINE ST, JAMES ST, JANOS LN, JEFFERSON ST, JOHNSON AVE, JUDITH DR, KEELER AVE, KENNY AVE, KENT DR, KERRY LN, KING ST, KINGSTON AVE, KIRKWOOD AVE, LAKEVIEW RD, LAKEVILLE LN, LAUREL HILL DR, LAWRENCE DR, LAWRENCE RD, LEE PL, LEIGHTON RD, LINCOLN AVE, LINCOLN BLVD, LINCOLN ST, LINDEN AVE, LINKS DR W, LOCUST ST, LONNI LN, LOTUS OVAL N, LOWELL AVE, LUDLAM PL, LUFBERRY AVE, LYNN LN, MANDALAY BEACH RD, MANOR PL, MAPLE AVE, MARILYN LN, MARK DR, MARLBOROUGH RD, MARLOWE RD, MARTIN DR, MARVIN LN, MCDONALD AVE, MEADOW LN, MEADOW RD, MELVIN PL, MERMAID AVE, MESSICK AVE, MICHAEL RD, MILBURN AVE, MIRABELLE AVE, MOHAWK RD, MONACO AVE, NARWOOD AVE, NEW YORK AVE, NORTHERN BLVD, OAK ST, OLD MILL RD, ORIOLE AVE, ORLANDO AVE, P ST, PARK AVE, PARK LN, PARK PL, PARKER AVE, PARKVIEW PL, PINE ST, PINENECK RD, PLUM LN, RANGE RD, RED MAPLE DR S, RELYEA DR, RIVERDALE RD, ROCKWOOD AVE, ROOSEVELT ST, ROYDON DR N, RUGBY RD, RUSSELL ST, RUTH RD, S SAINT MARKS AVE, S SEAMANS NECK RD, SADDLE ROCK RD, SALEM RD, SECOND AVE, SHELBURNE DR, SHERBOURNE RD, SHERWOOD ST, SIEMS CT, SIMMS AVE, SKILLMAN AVE, SMITH ST, SOPER AVE, SOUTH DR, SPRING ST, SPRUCE ST, STANDISH RD, STANTON AVE, STEVENS ST, STEWART ST, SUNSHINE AVE, SURPRISE ST, SURREY DR, SYCAMORE AVE, TANWOOD DR, TIMOTHY RD, TONOPAH ST, TONQUIN ST, VAN BUREN AVE, VERLEYE ST, VILLAGE AVE, VINE DR, VIVIAN CT, VOSHAGE ST, WADLEIGH AVE, WALKER ST, WALLACE AVE, WARREN ST, WASHINGTON AVE, WASHINGTON ST, WAUKENA AVE, WEBBER AVE, WESTERVELT AVE, WESTMINSTER RD, WESTMORELAND RD, WHITTIER AVE, WILLIAMS CT, WILLOUGHBY AVE, WILLOW ST, WINDSOR DR, WINGATE DR, WOODS AVE, WYNGATE DR E, WYNNE LN, WYNSUM AVE, YALE RD

In the TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK, and of meeting to hear and consider objections thereto.

PLEASE TAKE FURTHER NOTICE that on FEBRUARY 20, 2018

The Town Board will meet at the Board Room of the Town Hall Pavilion, Hempstead, New York at 7:00 o'clock in the evening to hear and consider any objections which may be made to said assessment roll.

DATE: February 6, 2018
Hempstead, New York

Laura A. Gillen
Supervisor
Town of Hempstead

Item # 9
Case # 7179

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 6th day of February, 2018.

PRESENT:

Hon. Laura A. Gillen	Supervisor
Dorothy L. Goosby	
Edward A. Ambrosino	
Bruce A. Blakeman	
Erin King Sweeney	
Anthony P. D'Esposito	
Dennis Dunne, Sr.	Council Members

ABSENT:

-----X

IN THE MATTER

-of-

THE PROPOSED LEASE AGREEMENT BETWEEN THE ROOSEVELT FIELD WATER DISTRICT AND T-MOBILE NORTHEAST LLC FOR USE OF SPACE ON THE WATER DISTRICT'S PROPERTY AND WATER TANK AT 689 DIBBLEE DRIVE, WESTBURY, NEW YORK.FOR A WIRELESS 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 entering into a lease agreement with T-Mobile for installation and use of a wireless communications facility in space not required for district purposes on the water tank and other portions of the Water District's property at 689 Dibblee Drive, Westbury, New York (former address: 1050 Corporate Drive, Westbury) which property is designated on the Land and Tax Map of Nassau County as Sec. 44, Blk. 78, Lot 44; and

WHEREAS, the proposed Lease Agreement provides for an initial term of five years beginning on the first day of the first month following commencement of construction; options for the tenant to renew the lease for five successive renewal terms of five years each for up to thirty years of renewal terms; annual rent of \$66,000.00 for the first year with annual percentage increases thereafter; a one-time payment by tenant of \$6,250.00; specified provisions regarding construction, installation, modification, operation, and removal of the wireless facility and equipment; 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

Item # 10

Case # 10946

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 20th day of February, 2018 at 7:00 o'clock in the evening of that day, at which time all interested persons shall be heard on the proposed "Lease Agreement" for the leasing of a portion of the Roosevelt Field Water District's property and water tank at 689 Dibblee Drive, Westbury, New York to T-Mobile Northeast LLC 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
February 6, 2018

/s/ Laura A. Gillen, Supervisor

/s/ Dorothy L. Goosby

/s/ Edward A. Ambrosino

/s/ Bruce A. Blakeman

/s/ Erin King Sweeney

/s/ Anthony P. D'Esposito

/s/ Dennis Dunne, Sr.

AND BE IT FURTHER

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 6th day of February, 2018.

PRESENT:

Hon. Laura A. Gillen Supervisor
Dorothy L. Goosby
Edward A. Ambrosino
Bruce A. Blakeman
Erin King Sweeney
Anthony P. D'Esposito
Dennis Dunne, Sr. Council Members

ABSENT:

-----X

IN THE MATTER

-of-

THE PROPOSED LEASE AMENDMENT BETWEEN THE UNIONDALE WATER DISTRICT and T-MOBILE NORTHEAST LLC FOR USE OF SPACE ON THE WATER DISTRICT'S UNIONDALE WATER TANK AND PROPERTY AT HEMPSTEAD BOULEVARD, UNIONDALE, NEW YORK FOR A WIRELESS 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 T-Mobile lease made on August 7, 2001, for installation and use of a wireless telecommunications 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 at Hempstead Boulevard, Uniondale, New York, which property is designated on the Land and Tax Map of Nassau County as Sec. 50, Blk. 262, Lot 0028; and

WHEREAS, the proposed lease extension amendment includes provisions for: amendment, restatement, and extension of the 2001 lease nunc pro tunc as of its expiration; an interim term through November 1, 2017; an initial term of five years commencing on November 1, 2017, with the option for the tenant to renew the lease for five additional five year terms, for a maximum term of thirty years from November 1, 2017; a one-time payment by tenant of \$6,250.00; an annual rent of \$66,000.00 for the first year with annual increases thereafter; certain specified modifications; and requirements restated from the 2001 lease 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;

Item # 1
Case # 4819

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 20th day of February, 2018 at 7:00 o'clock in the evening 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 Uniondale Water District's property and water tank at Hempstead Boulevard, Uniondale, New York to T-Mobile Northeast LLC 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
February 6, 2018

/s/ Laura A. Gillen, Supervisor

/s/ Dorothy L. Goosby

/s/ Edward A. Ambrosino

/s/ Bruce A. Blakeman

/s/ Erin King Sweeney

/s/ Anthony P. D'Esposito

/s/ Dennis Dunne, Sr.

AND BE IT FURTHER

Decision on EKAM SINGH CATTRY

Item # 12
Case # 6639

Adopted:

Offered the following resolution and moved its adoption:

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

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 1663 Powers Avenue, East Meadow, 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 M3 Development Group, 68 South Service Road, Suite 100, Melville, New York, and the costs incurred by the emergency services authorized by the Commissioner of the Department of Buildings were approved by the Town Board under Resolution Number 240-2015; and

WHEREAS, on October 26, 2017, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to have one (1) thirty four inch by forty eight inch (34" x 48") window boarded with one half inch (1/2") four (4) ply plywood, located at 1663 Powers 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 1663 Powers 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 # 13

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 MASONRY FRAME COMMERCIAL BUILDING, LOCATED ON THE SOUTHWEST CORNER OF BROADWAY AND EVERIT AVENUE. SEC 39, BLOCK 77, AND LOT (S) 608, A/K/A 1326 BROADWAY, 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 1326 Broadway, Hewlett, 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 M3 Development Group, 68 South Service Road, Suite 100, Melville, 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 30, 2017, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to install one (1) lock and hasp, located at 1326 Broadway, Hewlett;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$180.00, the cost associated with the emergency services provided at 1326 Broadway, Hewlett, New York

WHEREAS, an additional charge of \$500.00 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 \$680.00 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 #

13

Case #

6542

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING SPECIAL ASSESSMENT FOR PROFESSIONAL SERVICES RENDERED IN REGARD TO AN UNSAFE TWO STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, LOCATED ON THE NORTH SIDE OF MIRIN AVENUE, 104 FEET EAST OF DENTON PLACE. SEC 55, BLOCK 462, AND LOT(S) 10, A/K/A 105 MIRIN AVENUE, ROOSEVELT, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the unsafe structure located at 105 Mirin Avenue, Roosevelt, Town of Hempstead, New York; and

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

WHEREAS, the services of Cashin Associates, P.C., 1200 Veterans Memorial Highway, #200, Hauppauge, New York, providing architectural and engineering work in connection with Chapter 90, as authorized by the Commissioner of the Department of Buildings, were approved by the Town Board under Resolution Number 456-2017; and

WHEREAS, the Commissioner of the Department of Buildings directed the firm to provide professional architectural and engineering services for a site survey and report, regarding 105 Mirin Avenue, Roosevelt; and

WHEREAS, on June 22, 2017, Cashin Associates, P.C., performed the surveying, architectural and engineering services directed by the Commissioner of the Department of Buildings and has submitted a bill for services rendered, in the amount of \$1,050.00; and

WHEREAS, on November 14, 2017, Cashin Associates, P.C., performed verbal testimony at the Town Board Hearing with regard to the Chapter 90 report and has submitted a bill for services rendered, in the amount of \$300.00; and

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$1,350.00, the cost associated with such services provided regarding 105 Mirin 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 \$1,600.00 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 # 14

Case # 6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING SPECIAL ASSESSMENT FOR PROFESSIONAL SERVICES RENDERED IN REGARD TO AN UNSAFE TWO STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, LOCATED ON THE NORTH SIDE OF MIRIN AVENUE, 104 FEET EAST OF DENTON PLACE. SEC 55, BLOCK 462, AND LOT(S) 10, A/K/A 105 MIRIN AVENUE, ROOSEVELT, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the unsafe structure located at 105 Mirin Avenue, Roosevelt, Town of Hempstead, New York; and

WHEREAS, pursuant to Chapter 90 of the code, the Town Board authorized the demolition and removal of said structure under Town Board Resolution No. 1444-2017 adopted November 14, 2017; and

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

WHEREAS, on December 13, 2017, the Commissioner of the Department of Buildings directed Environmental Management Services Inc. to make an asbestos air monitoring inspection and report, located at 105 Mirin Avenue, Roosevelt;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$2,550.00, the cost associated with the emergency services provided at 105 Mirin 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 \$2,800.00 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 # 14

Case # 6542

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING SPECIAL ASSESSMENT FOR PROFESSIONAL SERVICES RENDERED IN REGARD TO AN UNSAFE ONE AND ONE HALF STORY WOOD FRAME ONE FAMILY DWELLING WITH TWO CAR DETACHED GARAGE, LOCATED ON THE NORTH SIDE OF TAYLOR AVENUE, 663 FEET EAST OF LONG BEACH AVENUE. SEC 55, BLOCK 410, AND LOT(S) 39, A/K/A 110 TAYLOR AVENUE, ROOSEVELT, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the unsafe structure located at 110 Taylor Avenue, Roosevelt, Town of Hempstead, New York; and

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

WHEREAS, the services of Cashin Associates, P.C., 1200 Veterans Memorial Highway, #200, Hauppauge, New York, providing architectural and engineering work in connection with Chapter 90, as authorized by the Commissioner of the Department of Buildings, were approved by the Town Board under Resolution Number 456-2017; and

WHEREAS, the Commissioner of the Department of Buildings directed the firm to provide professional architectural and engineering services for a site survey and report, regarding 110 Taylor Avenue, Roosevelt; and

WHEREAS, on May 24, 2017, Cashin Associates, P.C., performed the surveying, architectural and engineering services directed by the Commissioner of the Department of Buildings and has submitted a bill for services rendered, in the amount of \$1,225.00; and

WHEREAS, on August 8, 2017, Cashin Associates, P.C., performed verbal testimony at the Town Board Hearing with regard to the Chapter 90 report and has submitted a bill for services rendered, in the amount of \$300.00; and

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$1,525.00, the cost associated with such services provided regarding 110 Taylor 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 \$1,775.00 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 14

Case # 6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING SPECIAL ASSESSMENT FOR PROFESSIONAL SERVICES RENDERED IN REGARD TO AN UNSAFE ONE AND ONE HALF STORY WOOD FRAME ONE FAMILY DWELLING WITH TWO CAR DETACHED GARAGE, LOCATED ON THE NORTH SIDE OF TAYLOR AVENUE, 663 FEET EAST OF LONG BEACH AVENUE. SEC 55, BLOCK 410, AND LOT(S) 39, A/K/A 110 TAYLOR AVENUE, ROOSEVELT, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the unsafe structure located at 110 Taylor Avenue, Roosevelt, Town of Hempstead, New York; and

WHEREAS, pursuant to Chapter 90 of the code, the Town Board authorized the demolition and removal of said structure under Town Board Resolution No. 1052-2017 adopted August 8, 2017; and

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

WHEREAS, on December 13, 2017, the Commissioner of the Department of Buildings directed Environmental Management Services Inc. to make an asbestos air monitoring inspection and report, located at 110 Taylor Avenue, Roosevelt;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$1,120.00, the cost associated with the emergency services provided at 110 Taylor 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 \$1,370.00 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 #

14
6542

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE AUTHORIZATION OF THE LEASE OF A PITNEY BOWES DM100 DIGITAL MAILING SYSTEM, FOR THE TOWN OF HEMPSTEAD DEPARTMENT OF PLANNING AND ECONOMIC DEVELOPMENT.

WHEREAS, the Department is seeking to ratify and confirm the lease of a Pitney Bowes DM100 Digital Mailing System to facilitate marketing of the Town's Affordable Housing Program; and

WHEREAS, the Pitney Bowes Corporation, a publicly traded corporation, with an office at Pitney Bowes Government Accounts, 1313 North Atlantic – 3rd Floor, Spokane, WA 99201, has submitted a proposal for a Pitney Bowes DM100 Digital Mailing System; and

WHEREAS, the Pitney Bowes Corporation's Customer proposal is to lease said mailing system for a period of forty eight (48) months commencing July 1, 2017 at a monthly lease rate of Eighty Three and 07/100 (\$83.07) Dollars for a total of Three Thousand Nine Hundred Eighty Seven and 36/100 (\$3,987.36) Dollars and for cost of postage not to exceed Ten Thousand and 00/100 (\$10,000.00) Dollars for the term of the lease; and

WHEREAS, the Commissioner of the Department of Planning and Economic Development has determined that the Pitney Bowes DM100 Digital Mailing System best meets the needs of the Department of Planning and Economic Development; and

WHEREAS, this Town Board deems that the terms and conditions of said proposal to be fair and reasonable.

NOW, THEREFORE, BE IT

RESOLVED, that the Commissioner of the Department of Planning and Economic Development is hereby authorized to execute a lease for a Pitney Bowes DM100 Digital Mailing System for a period of forty eight (48) months commencing July 1, 2017 at a monthly rate of Eighty Three and 07/100 (\$83.07) Dollars for a total of Three Thousand Nine Hundred Eighty Seven and 36/100 (\$3,987.36) Dollars and for cost of postage not to exceed Ten Thousand and 00/100 (\$10,000.00) Dollars for the term of the lease; and

BE IT FURTHER RESOLVED, that the monthly lease payments and postage shall be disbursed from the appropriate Community Development account upon submission of duly executed claims and invoices.

The foregoing resolution was adopted upon roll call as follows:

AYES: ()

NOES: ()

Doc. No. 17-025
January 30, 2018

Item # 15

Case # 14032

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING ACCEPTANCE OF A MAINTENANCE AGREEMENT FOR A XEROX 6604-5 COPIER/SCANNER IN USE BY THE TOWN OF HEMPSTEAD DEPARTMENT OF WATER.

WHEREAS, the Town of Hempstead Department of Water owns one Xerox Model 6604-5 Copier/Scanner, Serial #AGC430427; and

WHEREAS, Xerox Corporation offered to provide maintenance service for a Model 6604-5 Copier/Scanner as stated in their agreement dated December 28, 2017 at a monthly charge of \$95.50 plus \$0.0366 per print over 1,000 for the calendar year 2018; and

WHEREAS, the Commissioner of the Department of Water deems such an agreement reasonable and in the public interest.

NOW, THEREFORE, BE IT

RESOLVED, that the Commissioner of the Department of Water hereby is authorized to accept the maintenance agreement submitted by Xerox Corporation, 201 Merrit 7, Norwalk, CT 06851, dated December 28, 2017 to provide maintenance service for the Department of Water's Xerox Model 6604-5 Copier/Scanner at a monthly charge of \$95.50 plus \$0.0366 per print over 1,000 for the calendar year 2018; and BE IT FURTHER

RESOLVED, that the Commissioner of the Department of Water hereby is authorized to make payment for such services from the Department of Water Account 500-006-8310-4030, Maintenance of Equipment.

The foregoing resolution was adopted upon roll call as follows.

AYES:

NOES:

Item # 18

Case # 1597

Maintenance Agreement



Customer: HEMPSTEAD, TOWN OF

Bill To: TOWN OF HEMPSTEAD
1995 PROSPECT AVE
EAST MEADOW, NY 11554-3140

Install: TOWN OF HEMPSTEAD
WATER DEPT.
1995 PROSPECT AVE
EAST MEADOW, NY 11554-3140

Negotiated Contract : 072164800

Monthly Pricing					
Item	Maintenance Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. 6604-5 S/N AGC430427 Purchased From: Xerox	\$95.50	1: Black and White Impressions	1 - 1,000 1,001+	Included \$0.0366	- Term: 12 Months - Consumable Supplies Included for all prints
Total	\$95.50	Minimum Payments (Excluding Applicable Taxes)			

APPROVED

By [Signature] Date 1/31/18
[Signature] 1/30/18
KEVIN R. CONROY, CPA
TOWN COMPTROLLER

APPROVED

[Signature] 1/30/18
DIRECTOR OF PURCHASING
DEPUTY TOWN COMPTROLLER

APPROVED AS TO CONTENT

[Signature]
COMMISSIONER
WATER DEPARTMENT
DATE 1/23/18

APPROVED AS TO FORM

[Signature]
SENIOR DEPUTY TOWN ATTORNEY
DATE 1/29/18

Authorized Signature

Customer acknowledges receipt of the terms of this agreement which consists of 3 pages including this face page.

Signer: _____ Phone: (516)794-8300

Signature: _____ Date: _____

Thank You for your business!
This Agreement is proudly presented by Xerox and
David De Rosa
(860)687-4107
For information on your Xerox Account, go to
www.xerox.com/AccountManagement



Terms and Conditions

SOLUTION/SERVICES:

1. PRODUCTS. "Products" means the equipment ("Equipment"), Software and supplies identified in this Agreement. You agree the Products are for your business use (not resale) in the United States and its territories and possessions ("U.S.") and will not be used for personal, household or family purposes.

2. CONSUMABLE SUPPLIES. Consumable Supplies vary depending upon the Equipment model. If "Consumable Supplies" is identified in Maintenance Plan features, Consumable Supplies include: (i) for black and white Equipment, standard black toner and/or dry ink, black developer, Copy Cartridges, and, if applicable, fuser agent required to make impressions; (ii) for full color Equipment, the items in (i) plus standard cyan, magenta, and yellow toners and dry inks (and their associated developers); and, (iii) for Equipment identified as "Phaser", only, if applicable, black solid ink, color solid ink, imaging units, waste cartridges, transfer rolls, transfer belts, transfer units, belt cleaner, maintenance kits, print Cartridges, drum Cartridges, waste trays and cleaning kits. Unless otherwise set forth herein, Consumable Supplies exclude paper and staples. Xerox may charge a shipping and handling fee for Consumable Supplies. Consumable Supplies are Xerox's property until used by you, and you will use them only with the Equipment for which "Consumable Supplies" is identified in Maintenance Plan Features. If Consumable Supplies are furnished with recycling information, you will return the used item to Xerox for remanufacturing. Shipping information is available at Xerox.com/GWA. Upon expiration of this Agreement, you will include any unused Consumable Supplies with the Equipment for return to Xerox at the time of removal. If your use of Consumable Supplies exceeds Xerox's published yield by more than 10%, Xerox will notify you of such excess usage. If such excess usage does not cease within 30 days after such notice, Xerox may charge you for such excess usage. Upon request, you will provide current meter reads and/or an inventory of Consumable Supplies in your possession.

3. CARTRIDGES. If Xerox is providing Maintenance Services for Equipment utilizing cartridges designated by Xerox as customer replaceable units, including copy/print cartridges and xerographic modules or fuser modules ("Cartridges"), you agree to use only unmodified Cartridges purchased directly from Xerox or its authorized resellers in the U.S. Cartridges packed with Equipment and replacement Cartridges may be new, remanufactured or reprocessed. Remanufactured and reprocessed Cartridges meet Xerox's new Cartridge performance standards and contain new or reprocessed components. To enhance print quality, Cartridge(s) for many models of Equipment have been designed to cease functioning at a predetermined point. In addition, many Equipment models are designed to function only with Cartridges that are newly manufactured original Xerox Cartridges or with Cartridges intended for use in the U.S.

4. MAINTENANCE SERVICES. Except for Equipment identified as "No Svc.", Xerox (or a designated servicer) will keep the Equipment in good working order ("Maintenance Services"). The provision of Maintenance Services is contingent upon you facilitating timely and efficient resolution of Equipment issues by: (a) utilizing customer-implemented remedies provided by Xerox; (b) replacing Cartridges; and (c) providing information to and implementing recommendations provided by Xerox telephone support personnel. If an Equipment issue is not resolved after completion of (a) through (c) above, Xerox will provide on-site support as provided herein. Maintenance Services will be provided during Xerox's standard working hours in areas open for repair service for the Equipment. Maintenance Services excludes repairs due to: (i) misuse, neglect or abuse; (ii) failure of the installation site or the PC or workstation used with the Equipment to comply with Xerox's published specifications; (iii) use of options, accessories or products not serviced by Xerox; (iv) non-Xerox alterations, relocation, service or supplies; or (v) failure to perform operator maintenance procedures identified in operator manuals. Replacement parts may be new, reprocessed or recovered and all replaced parts become Xerox's property. As your exclusive remedy for Xerox's failure to provide Maintenance Services, Xerox will, for 5 years after the installation date of the initial unit or the initial Term of the Agreement, whichever is longer, replace the Equipment with an identical model or, at Xerox's option, another model with comparable features and capabilities. There will be no additional charge for the replacement Equipment during the remainder of the initial Term. If meter reads are a component of your Maintenance Plan, you will provide them using the method and frequency identified by Xerox. If Xerox is unable to keep a unit of Equipment in good working order after the period noted above, either party may terminate Maintenance Services for that unit without any penalties or early termination charges upon not less than 30 days written notice to the other party. If you do not provide a meter reading for Equipment not capable of Remote Data Access, or if Remote Data Access is interrupted, Xerox may estimate the reading and bill you

accordingly.

5. SOFTWARE SUPPORT. Xerox (or a designated servicer) will provide the software support set forth below ("Software Support"). For Base Software, Software Support will be provided during the initial Term and any renewal period, but in no event longer than 5 years after Xerox stops taking customer orders for the subject model of Equipment. For Application Software, Software Support will be provided as long as you are current in the payment of all applicable software license and support fees. Xerox will maintain a web-based or toll-free hotline during Xerox's standard working hours to report Software problems and answer Software-related questions. Xerox, either directly or with its vendors, will make reasonable efforts to: (a) assure that Software performs in material conformity with its user documentation; (b) provide available workarounds or patches to resolve Software performance problems; and (c) resolve coding errors for (i) the current Release and (ii) the previous Release for a period of 6 months after the current Release is made available to you. Xerox will not be required to provide Software Support if you have modified the Software. New releases of Software that primarily incorporate compliance updates and coding error fixes are designated as "Maintenance Releases" or "Updates". Maintenance Releases or Updates that Xerox may make available will be provided at no charge and must be implemented within six months. New releases of Software that include new content or functionality ("Feature Releases") will be subject to additional license fees at Xerox's then-current pricing. Maintenance Releases, Updates and Feature Releases are collectively referred to as "Releases". Each Release will be considered Software governed by the Software License and Software Support provisions of this Agreement (unless otherwise noted). Implementation of a Release may require you to procure, at your expense, additional hardware and/or software from Xerox or another entity. Upon installation of a Release, you will return or destroy all prior Releases.

6. DIAGNOSTIC SOFTWARE. Software used to evaluate or maintain the Equipment ("Diagnostic Software") is included with the Equipment. Diagnostic Software is a valuable trade secret of Xerox. Title to Diagnostic Software will remain with Xerox or its licensors. Xerox does not grant you any right to use Diagnostic Software, and you will not access, use, reproduce, distribute or disclose Diagnostic Software for any purpose (or allow third parties to do so). You will allow Xerox reasonable access to the Equipment to remove or disable Diagnostic Software if you are no longer receiving Maintenance Services from Xerox; provided that any on-site access to your facility will be during your normal business hours.

PRICING PLAN/OFFERING SELECTED:

7. COMMENCEMENT & TERM. This Agreement will commence upon acceptance by Xerox and expire on the final day of the last full calendar month identified on the face of this Agreement. Unless either party provides notice at least 30 days before the end of the initial Term of its intention not to renew Maintenance Services for a unit of Equipment, Maintenance Services will renew automatically on the same terms and conditions for successive terms of the same number of months as the initial Term. Pricing for each renewal term will be Xerox's then-current published pricing.

8. PAYMENT. Payment must be received by Xerox within 30 days after the invoice date. All invoice payments under this Agreement shall be made via check, Automated Clearing House debit, Electronic Funds Transfer, or direct debit from your bank account. Restrictive covenants on payment instruments will not reduce your obligations.

9. LATE CHARGE. If a payment is not received by Xerox within 10 days after the due date, Xerox may charge, and you will pay, a late charge of 5% of the amount due or \$25, whichever is greater.

10. PRICE INCREASES. Xerox may annually increase the Minimum Payment and Print Charges. For Application Software, Xerox may annually increase the software license or support fees. These adjustments will occur at the commencement of each annual contract cycle.

11. TAXES. You will be responsible for all applicable taxes, fees or charges of any kind (including interest and penalties) assessed by any governmental entity on this Agreement or the amounts payable under this Agreement ("Taxes"), which will be included in Xerox's invoice unless you timely provide proof of your tax exempt status. Taxes do not include taxes on Xerox's income.

12. DEFAULT & REMEDIES. You will be in default under this Agreement if (1) Xerox does not receive any payment within 15 days after the date it is due, or (2) you breach any other obligation in this or any other agreement with Xerox. If you default, Xerox may, in addition to its other remedies (including cessation of Maintenance Services), require immediate payment, as liquidated damages for loss of bargain and not as a penalty, of (a) all amounts then due, plus interest from the due date until paid at the rate of 1.5% per month; (b) the remaining Minimum Payments, not to exceed 6 such

Terms and Conditions

payments if this Agreement is for a one year Term and 12 such payments for a multi-year Term; and, (c) all applicable Taxes. You will pay all reasonable costs, including attorneys' fees, incurred by Xerox to enforce this Agreement.

13. DATA SECURITY. Certain models of Equipment can be configured to include a variety of data security features. There may be an additional cost associated with certain data security features. The selection, suitability and use of data security features are solely your responsibility. Upon request, Xerox will provide additional information to you regarding the security features available for particular Equipment models.

GENERAL TERMS & CONDITIONS:

14. REPRESENTATIONS. The individuals signing this Agreement are duly authorized to do so and all financial information you provide completely and accurately represents your financial condition.

15. LIMITATION OF LIABILITY. For claims arising out of or relating to this Agreement whether the claim alleges tortious conduct (including negligence) or any other legal theory, but excepting liability under the indemnification obligations set forth in this Agreement, Xerox will not be liable to you for any direct damages in excess of \$10,000 or the amounts paid hereunder, whichever is greater, and neither party will be liable to the other for any special, indirect, incidental, consequential or punitive damages. Any action you take against Xerox must be commenced within 2 years after the event that caused it.

16. CREDIT REPORTS. You authorize Xerox or its agent to obtain credit reports from commercial credit reporting agencies.

17. FORCE MAJEURE. Xerox will not be liable to you during any period in which its performance is delayed or prevented, in whole or in part, by a circumstance beyond its reasonable control. Xerox will notify you if such a circumstance occurs.

18. WARRANTY DISCLAIMER. XEROX DISCLAIMS THE IMPLIED WARRANTIES OF NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

19. INTELLECTUAL PROPERTY INDEMNITY. Xerox will defend, and pay any settlement agreed to by Xerox or any final judgment for, any claim that a Xerox-brand Product infringes a third party's U.S. intellectual property rights. You will promptly notify Xerox of any alleged infringement and permit Xerox to direct the defense. Xerox is not responsible for any non-Xerox litigation expenses or settlements unless it pre-approves them in writing. To avoid infringement, Xerox may modify or substitute an equivalent Xerox-brand Product, refund the price paid for the Xerox-brand Product (less the reasonable rental value for the period it was available to you), or obtain any necessary licenses. Xerox is not liable for any infringement based upon a Xerox-brand Product being modified to your specifications or being used or sold with products not provided by Xerox.

20. ASSIGNMENT. Except for assignment by Xerox to a parent, subsidiary or affiliate of Xerox, or to securitize this Agreement as part of a financing transaction ("Permitted Assignment"), neither party will assign any of its rights or obligations under this Agreement without the prior written consent of the other party. In the event of a Permitted Assignment: (a) Xerox may, without your prior written consent, release to the proposed assignee information it has about you related to this Agreement; (b) the assignee will have all of the rights but none of the obligations of Xerox hereunder; (c) you will continue to look to Xerox for performance of Xerox's obligations, including the provision of Maintenance Services; (d) you waive and release the assignee from any claim relating to or arising from the performance of Xerox's obligations hereunder; (e) you shall not assert any defense, counterclaim or setoff you may have against an assignee; and (f) you will remit payments in accordance with Instructions of the assignee.

21. MISCELLANEOUS. Notices must be in writing and will be deemed given 5 days after mailing, or 2 days after sending by nationally recognized overnight courier. Notices

will be sent to you at the "Bill to" address identified in this Agreement, and to Xerox at the inquiry address set forth on your most recent invoice, or to such other address as either party may designate by written notice. You authorize Xerox or its agents to communicate with you by any electronic means (including cellular phone, email, automatic dialing and recorded messages) using any phone number (including cellular) or electronic address you provide to Xerox. This Agreement constitutes the entire agreement as to its subject matter, supersedes all prior oral and written agreements, and will be governed by the laws of the State of New York (without regard to conflict-of-law principles). In any action to enforce this Agreement, the parties agree (a) to the jurisdiction and venue of the federal and state courts in Monroe County, New York, and (b) to waive their right to a jury trial. If a court finds any term of this Agreement unenforceable, the remaining terms will remain in effect. The failure by either party to exercise any right or remedy will not constitute a waiver of such right or remedy. Each party may retain a reproduction (e.g., electronic image, photocopy, facsimile) of this Agreement which will be admissible in any action to enforce it, but only the Agreement held by Xerox will be considered an original. Xerox may accept this Agreement either by signature or by commencing performance. Changes to this Agreement must be in writing and signed by both parties. Any terms on your ordering documents will be of no force or effect. Administrative and contract support functions hereunder may be performed, inside or outside the U.S., by one or more of Xerox's subsidiaries or affiliates and/or third parties. The following four sentences control over every other part of this Agreement. Both parties will comply with applicable laws. Xerox will not charge or collect any amounts in excess of those allowed by applicable law. Any part of this Agreement that would, but for the last four sentences of this Section, be read under any circumstances to allow for a charge higher than that allowed under any applicable legal limit, is modified by this Section to limit the amounts chargeable under this Agreement to the maximum amount allowed under the legal limit. If, in any circumstances, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by Xerox in excess of that legally allowed will be applied by Xerox to the payment of amounts legally owed under this Agreement, or refunded to you.

22. REMOTE SERVICES. Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox or transmitted to or from Xerox by the Equipment connected to your network ("Remote Data") via electronic transmission to a secure off-site location ("Remote Data Access"). Remote Data Access also enables Xerox to transmit Releases of Software to you and to remotely diagnose and modify Equipment to repair and correct malfunctions. Examples of Remote Data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. Remote Data may be used by Xerox for billing, report generation, supplies replenishment, support services, recommending additional products and services, and product improvement/development purposes. Remote Data will be transmitted to and from you in a secure manner specified by Xerox. Remote Data Access will not allow Xerox to read, view or download the content of any of your documents or other information residing on or passing through the Equipment or your information management systems. You grant the right to Xerox, without charge, to conduct Remote Data Access for the purposes described above. Upon Xerox's request, you will provide contact information for Equipment such as name and address of your contact and IP and physical addresses/locations of Equipment. You will enable Remote Data Access via a method prescribed by Xerox, and you will provide reasonable assistance to allow Xerox to provide Remote Data Access. Unless Xerox deems Equipment incapable of Remote Data Access, you will ensure that Remote Data Access is maintained at all times Maintenance Services are being performed.

State and Local Fair Market Value Lease

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Agreement Number

Your Business Information

TOWN OF HEMPSTEAD DEPARTMENT OF PLANNING AND ECONOMIAL



Full Legal Name of Lessee / DBA Name of Lessee

Tax ID # (FEIN/TIN)

200 N FRANKLIN ST HEMPSTEAD NY 11550-1331
Billing Address : Street City State ZIP+4

Amy Mull (516) 538-7100 0016305703
Billing Contact Name Billing Contact Phone# Billing Account #

200 N FRANKLIN ST HEMPSTEAD NY 11550-1331
Installation Address (if different from billing address) : Street City State ZIP+4

Amy Mull (516) 538-7100 0016305703
Installation Contact Name Installation Contact Phone # Installation Account #

PO# Quote Expiration Date
2017-06-19

Your Business Needs

Qty	Item	Business Solution Description
1	DM125	DM125 Digital Mailing System
1	1FAB	Dept Accounting Enabler (5 Accls)
1	1FAC	Basic Accounting (10 Dept)
1	1FM2	Manual Weight Disabled
1	1FZ0	Differential Weighing
1	7PR0	DM125 US Meter Subscription
1	F9SJ	F9SJ Profession Install DM100/DM125
1	MP0X	Differential Weigh 2, 5, & 10lb scale
1	MPC4	MPC4 Integrate Weigh Platform DM125
1	PR00	PR00- Meter for DM125 / DM225
1	PRM1	PRM1 - Moistener for DM125
1	PRW5	PRW5 - 5 lb. Integrated Weighing
1	PTJ1	Postal Shipping
1	PTJA	SendPro Basic 1 User
1	PTJN	SINGLE USER ACCESS
1	PTK1	WEB BROWSER INTEGRATION
1	SBRP	SBRP - DM125 Digital Mailing System

1	SL15	SoftGuard for DM100/DM125
1	STDSLA	Standard SLA-Equipment Service Agreement (for DM125 Digital Mailing System)
1	WIF4	DM Series WIFI Option - POINT OF SALE

Your Payment Plan

TERM Term: 48 months	Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*
48	\$ 83.07	\$ 249.21

- Tax Exempt Certificate Attached
- Tax Exempt Certificate Not Required
- Purchase Power® transaction fees Included
- Purchase Power® transaction fees extra

*Does not include any applicable sales, use, or property taxes which will be billed separately.

Your Signature Below

Non-Appropriations. You warrant that you have funds available to make all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to make all payments in each subsequent fiscal period through the end of your lease term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to make the payments is denied, you may terminate the lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue the lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under the lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the equipment at your expense.

By signing below, you agree to be bound by all the terms of this Agreement, including the Pitney Bowes Terms (Version 6/16), which are available at www.pb.com/atastotal/tydema and are incorporated by reference. This lease will be binding on us after we have completed our credit and documentation approval process and have signed below. This lease requires you either to provide proof of insurance or participate in the ValueMAX® equipment protection program (see Section 1.9 of the Pitney Bowes Terms) for an additional fee. If software is included in the Order, additional terms apply which are available by clicking on the hyperlink for that software located at www.pitneybowes.com/licenses/terms-of-use/software-and-subscriptions-terms-and-conditions.html. Those additional terms are incorporated by reference.

Not Applicable
State/Entity's Contract #

Lessee Signature
George L. Barich
Print Name
George L. Barich - Planning & Economic Development
Title
ADAM 7 2017
Date
georgebarich@townofmurray.org
Email Address

Pitney Bowes Signature
Salvatore Pelletto
Print Name
Salvatore Pelletto
Title
Director, Credit & New Business
Date
April 11, 2017

Sales Information

Zenaida Barrios zenaida.barrios@pb.com

Account Rep Name 1 By *[Signature]* Date 1/31/18
[Signature] 1/31/18
KEVIN R. CONROY, CPA
TOWN COMPTROLLER

PBGS Acceptance

APPROVED AS TO FORM
Charles O. Heine
SENIOR DEPUTY TOWN ATTORNEY
DATE 1/30/18

APPROVED
[Signature]
DIRECTOR OF PURCHASING 1/30/18
DEPUTY TOWN COMPTROLLER

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION RENEWING THE CONTRACT FOR THE RESTORATION OF WATER UTILITY TRENCHES AND RELATED WORK ITEMS WITHIN THE BOUNDARIES OF THE TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK PW# 6-16

WHEREAS, the Town Board of the Town of Hempstead at their meeting on April 12, 2016 adopted Resolution No. 551-2016 awarding the Contract for the Restoration of Water Utility Trenches and Related Roadways Within the Boundaries of the Town of Hempstead, Nassau County, New York PW# 6-16 to Bancker Construction Corp. for the year ending December 31, 2016; and

WHEREAS, at the time of bidding, said contract contained a provision allowing for the renewal of the contract for a second and third calendar year at the prices bid without adjustment to the bid prices; and

WHEREAS, the Commissioner of the Department of Water has recommended to this Town Board that the Contract for the Restoration of Water Utility Trenches and Related Roadways Within the Boundaries of the Town of Hempstead, Nassau County, New York PW# 6-16 be renewed in the amount of \$200,000.00 (two-hundred thousand dollars) for the year ending December 31, 2018 at the original prices bid without adjustment.

NOW, THEREFORE, BE IT

RESOLVED, that the contract with Bancker Construction Corp. 218 Blydenburgh Road, P.O. Box 970, Islandia, New York, for the Restoration of Water Utility Trenches and Related Work Items Within the Boundaries of the Town of Hempstead, Nassau County, New York PW# 6-16, be renewed for the calendar year ending December 31, 2018; and BE IT FURTHER

RESOLVED, that the Commissioner of the Department of Water hereby is authorized to make payments under the contract executed by the successful bidder from the Water Department's 4635 account, total amount not to exceed \$200,000.00 (two hundred thousand dollars) during the period ending December 31, 2018.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 17

Case # 17555

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING ACCEPTANCE OF A PROPOSAL
FROM FIRE GUARD OF LONG ISLAND, INC. FOR SEMI-ANNUAL
FIRE SUPPRESSION INSPECTIONS OF VEHICLE FUEL DISPENSERS.**

WHEREAS, Fire Guard of Long Island, Inc. in a proposal dated December 11, 2017 has offered to provide Fire Suppression Inspections of the Department's Vehicle Fuel Dispensers located at the Town of Hempstead Department of Water's Operations Center as required by the Nassau County Fire Marshall's Office; and

WHEREAS, Fire Guard of Long Island, Inc. will be conducting semi-annual fire suppression inspections for a three year period from January 1, 2018 through December 31, 2020 at a semi-annual fee of \$160.00 for a total of six inspections over the three years; and

WHEREAS, Fire Guard of Long Island, Inc. has agreed to test all functions including alarm detection, heat detectors, pump shutdown relay, cylinder pressure, nozzle aiming points and Co2 replacement on an annual basis; and the system will be tested, tagged and left in proper working condition; and

WHEREAS, the Commissioner of the Department of Water deems said proposal to be fair and reasonable and in the public interest.

NOW, THEREFORE, BE IT

RESOLVED, that the Commissioner of the Department of Water hereby is authorized to accept the proposal submitted by Fire Guard of Long Island, Inc., 40-8 Burt Drive, Deer Park, New York 11729, dated December 11, 2017 to provide Fire Suppression Inspections of the Department's Vehicle Fuel Dispensers at a semi-annual fee of \$160.00 for a three year period from January 1, 2018 through December 31, 2020 (\$320.00 in 2018, \$320.00 in 2019, \$320.00 in 2020) and to make payment from Department of Water Account 500-006-8310-4140, Auto Expense.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 18

Case # 22356

Customer Information

Customer Name: Town Of Hempstead		Tax Exempt (no tax attached) <input type="checkbox"/>	
Primary Contact: John Reinhardt	Billing Contact: Same		
Primary Contact Email: reinhardt@tohamail.org	Billing Contact Email:		
Primary Contact Phone Number: 516.794.8300	Billing Phone Number:		
Primary Contact Fax Number: 516.794.1355	Billing Fax Number:		
Main Phone Number (PNS): 516.794.8300	Main Fax Number:		
Corporate Address: 1995 Prospect Ave	Billing Address (if different): Same		
Room/Suite:	Room/Suite:		
City: East Meadow	City:		
State: NY Time Zone for Scheduled Notifications: Eastern	State:		
Zip: 11554	Zip:		
Default Caller ID Number for Swift911: 516.794.8300	Super User:		
Default Email From Name: Town Of Hempstead	Name:		
Default Email From Address: Town Of Hempstead	Phone:		
Default SMS From Name: Town Of Hempstead	Email:		

Notification Subscription Details

Provisions	Quantity / Cost	One-Time	Monthly	Annual
Set up Fee	1	\$0.00		
Training: <input type="checkbox"/> At Customer Site <input checked="" type="checkbox"/> Remote via Web-Ex; Standard 2 hours				
Data: <input checked="" type="checkbox"/> Customer Provided <input type="checkbox"/> SwiftReach Provided at _____ per contact #	Contact #/minute			
Data Update: <input type="checkbox"/> Annually <input type="checkbox"/> Bi-Annually <input type="checkbox"/> Quarterly <input checked="" type="checkbox"/> N/A				
Subscription Fee: <input checked="" type="checkbox"/> Fixed (1000 contacts/line/year) <input type="checkbox"/> Pay Per Use			\$350.00	
Minute Notifications: Inbound, Outbound, Fax, Conference (30 second increments)	.07			
SMS/Text Notifications	See notes			
Email Notifications	Unlimited included			
Inbound Hotline	Hotline # 516.794.8300			
Public Web Portal (1100 contacts/line/month \$150): <input checked="" type="checkbox"/> Standard <input type="checkbox"/> Custom (\$150 per #)	Web Portal			
Term: <input checked="" type="checkbox"/> 12 Months <input type="checkbox"/> 24 Months <input type="checkbox"/> 36 Months	Totals:			\$1,200.00

NOTES: Billed at \$.07 per minute (inbound, outbound, fax, conference) and \$0.07 per text. Any on-site training is billed at \$1,000 per day + expenses. Data Specifics: Customer provided.

Credit Information

Corporation <input type="checkbox"/>	Partnership <input type="checkbox"/>	Sole Proprietorship <input type="checkbox"/>	Residential <input type="checkbox"/>	Other <input type="checkbox"/>
Tax Exempt <input type="checkbox"/> No <input type="checkbox"/> Yes - Documentation Attached				
President/ Owner Name:	SSN or FEIN:			
Bankrupt in the last 3 years? Yes <input type="checkbox"/> No <input type="checkbox"/> (If yes, please attach description)				
Has the company or an affiliate of the company applied for SwiftReach service in the past? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, provide name: APPROVED				
Bank:	Account Number:			
Bank Address:	By: <i>[Signature]</i> Date: 12/28/17			
Bank Contact:	Bank Contact Phone Number:			
Security Deposit: \$	Received Date:			

Letter of Authorization (L.O.A.) I appoint SwiftReach Networks (SRN) to act as my agent in order to effectuate the collection of account information and/or carry out any other duties as may be required. I authorize SRN to access my database and/or other information and/or other data as may be required. I authorize SRN to use the information and/or other data as may be required for the purpose of providing the services and/or other services as may be required. I authorize SRN to use the information and/or other data as may be required for the purpose of providing the services and/or other services as may be required. I authorize SRN to use the information and/or other data as may be required for the purpose of providing the services and/or other services as may be required.

SwiftReach Signature: <i>[Signature]</i>	Date: 12/28/17
Print Name: LEWIS	Title:
Customer Signature: <i>[Signature]</i>	Title: APPROVED AS TO CONT...
Print Name:	Title:

SwiftReach Networks Inc. : Tel 201-236-4625 : Fax 201-236-1222
14 Industrial Ave, Mahwah, NJ 07430

COMMISSIONER
WATER DEPARTMENT
DATE **1/24/18**



Swift911™ EMERGENCY NOTIFICATION SERVICE ORDER AND AGREEMENT - PAGE 2 - TERMS AND CONDITIONS

SWIFTRREACH NETWORKS, INC. (SwiftReach) shall provide, and Customer shall pay for, the Service indicated on page 1 of this Service Order and Agreement in accordance with the following terms and conditions:

1. EFFECTIVE DATE and TERM:

This Agreement shall become effective on the date that the Customer's signed Service Order is accepted by SwiftReach. All Service shall be provided for a Term as indicated on page 1 of this Service Order and Agreement. Such Term shall commence on the date upon which the Service is made available for use by Customer, and shall continue until the expiration of the Term or until this Agreement is otherwise terminated as set forth herein. Following the initial Term, this Agreement shall continue on an annual basis until terminated upon 30 days' prior written notice by either party hereto, or until the parties enter into a new service agreement.

2. BILLING and PAYMENT TERMS:

The fees for Service are as set forth on page 1 of this Service Order and Agreement. All calls are rated individually and rounded up to the nearest whole penny. Customer shall also be responsible for payment of any applicable local, state, or federal taxes. Where applicable, SwiftReach shall bill in advance all annual recurring charges. In the event of any dispute regarding a billing invoice, Customer shall notify SwiftReach in writing within fifteen (15) days of receipt of the invoice. Thereafter, said invoices shall be deemed to be correct and binding.

Payment is due no later than the twentieth (20th) day from the invoice date. Any amount not paid within twenty days after the invoice date shall bear interest commencing on the invoice date and continuing through the date payment is received, at a rate equal to the lesser of 1.5% per month or the highest rate permitted by law. In addition, invoices not paid by the twentieth (20th) day from the invoice date will not be eligible for quoted volume or term discounts.

Customer is responsible for paying the entire amount billed on the invoice, including reasonably disputed charges, whether or not documented in writing to SwiftReach. Any dispute resolved in Customer's favor shall be credited on Customer's next invoice. Customer shall not seek legal or equitable remedies, including without limitation, injunctive relief, which would require SwiftReach to continue providing Service to Customer while any delinquent amount payable to SwiftReach remains unpaid.

Customer may be charged a fee up to \$25 for reactivation of any service due to non-payment. In addition, Toll-Free Call Routing Customers may be charged a \$25 fee per change on any Toll-Free number. A customer requested change that requires network programming changes or the time of a Programmer or Engineer, may incur an hourly charge of \$200 per hour.

3. SERVICE and RATES:

Initial rates for the Service plan are set forth on page 1 of this Service Order and Agreement or in the separate pricing form furnished to customer. Except where otherwise required by applicable law or the provisions of this Agreement applicable to Term plans, SwiftReach may revise the rates for Service from time-to-time without prior notice, to reflect changes in regulatory-imposed fees, the cost to provide service, service charges and tariffs, or otherwise. SwiftReach reserves the right to move Customer to a different Service or rate plan if usage or other criteria are not met for the plan to which Customer has subscribed or in which Customer currently is enrolled.

4. LIMITATION of LIABILITY:

Customer acknowledges that SwiftReach is not liable to Customer or to any third party for calls not completed or for any errors in transmission. SwiftReach is not liable to Customer for any act of or representation made by independent Distributors or Agents who sell SwiftReach Service, unless expressly approved by an officer of SwiftReach in writing or unless contained in a document provided by SwiftReach to Customer.

Customer recognizes the complex nature of telecommunications technology. SwiftReach shall not be responsible for any hardware/software including, but not limited to, PBX and PBX programming, CSU, DSU, channel bank, routers or any other customer-premises equipment required for any service provided by SwiftReach. Except as specifically set forth herein or in any attachment or addendum, the Service and related software and/or equipment provided by SwiftReach, if any, are provided on an "as is" and "as available" basis. Except for SwiftReach's undertaking to maintain the quality of its network consistent with prevailing industry standards and sound business practice, SWIFTRREACH MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. Certain states do not allow any limitation of implied warranties and, therefore, certain provisions may not apply to Customers located in those States. Under no circumstances shall SwiftReach have any liability for: (a) any act or omission of any connecting carrier or any underlying carrier or local exchange company whose services are resold by SwiftReach, or any other third-party provider of connections, equipment, facilities or service to Customer or SwiftReach; (b) any act or omission of Customer, its agents, servants, employees, visitors or guests; or (c) any failure of equipment, facilities or connections provided by the Customer. Neither shall SwiftReach have any liability for mistakes, omissions, interruptions, errors, delays, defects in transmission or failure to transmit, when caused by acts of God, fire or other natural disaster, war, riots, labor disturbances, cable cuts, Government authorities, or any other causes beyond SwiftReach's control.

IN NO EVENT SHALL SWIFTRREACH, ITS AFFILIATES OR ITS CONTRACTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES; OR FOR ANY LOST REVENUE, PROFIT, CUSTOMERS, GOODWILL OR DATA, ARISING FROM OR RELATED TO THE SERVICE, INCLUDING ERRORS, MISTAKES, OMISSIONS, INTERRUPTIONS OR DELAYS BY SWIFTRREACH, ITS PROVIDERS, AGENTS, SERVANTS OR EMPLOYEES IN THE COURSE OF ESTABLISHING, FURNISHING, REARRANGING, MOVING, BILLING, TERMINATING OR CHANGING REGULATED OR NON-REGULATED SERVICES OR FACILITIES AS CONTEMPLATED HEREIN. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY WHETHER A CLAIM IS ASSERTED FOR BREACH OF WARRANTY OR ANY OBLIGATION ARISING THEREFROM, AND WHETHER A CLAIM IS ASSERTED IN CONTRACT, TORT OR STRICT PRODUCT LIABILITY, IRRESPECTIVE OF WHETHER SWIFTRREACH HAS ADVISED OR BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE. SWIFTRREACH'S LIABILITY TO CUSTOMER HEREUNDER SHALL NOT EXCEED THE LESSER OF CUSTOMER'S ACTUAL DAMAGES OR THE AVERAGE MONTHLY RECURRING CHARGE PAID BY CUSTOMER FOR THE PARTICULAR SERVICE TO WHICH THE CLAIM PERTAINS (THE "AFFECTED SERVICE"), CALCULATED FROM COMMENCEMENT OF THE AFFECTED SERVICE TO THE DATE A CLAIM IS MADE. CUSTOMER HEREBY WAIVES ANY CLAIM THAT THESE EXCLUSIONS DEPRIVE IT OF AN ADEQUATE REMEDY OR CAUSE THIS AGREEMENT TO FAIL OF ITS ESSENTIAL PURPOSE.

Customer represents and warrants that this is a commercial and business transaction, and not a consumer transaction.

5. UNAUTHORIZED USE:

The Customer shall not permit any person who is not an authorized end-user of the Swift911 Emergency Notification Service Software or any SNI outbound notification software hereunder. The Customer will not allow the Swift911 Emergency Notification Service Software or any SNI outbound notification software to be used in any manner that is a violation of State or Federal law, in particular but not limited to, laws restricting the use of Automated Calling, such as Federal Trade Commission rules regarding automated prerecorded telephone calls under the Telemarketing Sales Rule (TSR).

6. TERMINATION:

In the event of Customer's early termination of this Agreement prior to the expiration of any fixed Term, Customer shall pay SwiftReach all charges for service provided through the effective date of such termination, plus an early termination charge in an amount equal to the greater of (a) the balance of the recurring monthly service charges for such terminated Service, which would otherwise have been payable for the unexpired balance of the term, or (b) an amount equal to the average of the prior three months usage charges, but not less than \$500.00 times the remaining months of the term. It is agreed that SwiftReach's damages if Service were terminated prior to the expiration of the Term would be difficult or impossible to ascertain. Accordingly, the terms of this Paragraph 6 are intended as liquidated damages and not as a penalty in the event of early termination. Termination of Service shall not relieve Customer of its obligation to pay all fees for Service accrued and owing up to and including the date of termination or any other amount payable to SwiftReach.

7. CANCELLATION:

SwiftReach may discontinue Service or cancel an application for service, without incurring any liability, for any of the following reasons: (a) non-payment when due of any sum payable to SwiftReach for service; (b) violation of any law, rule or regulation of any governing authority having jurisdiction over the service; (c) by order of a court or other governmental or quasi-governmental authority having such jurisdiction; (d) in the event service charges exceed the amount of any deposit which SwiftReach may have required of any established credit limit; (e) if Customer provides false or misleading credit information; (f) if, in the sole discretion of SwiftReach, Customer's financial condition has deteriorated or if Customer is involved in any bankruptcy or similar proceeding; (g) in the event of any violation giving rise to a right of termination as set forth in SwiftReach's applicable tariffs; (h) fraudulent use of the Service; or (i) any material default under this Agreement including, but not limited to, violation of SwiftReach's Acceptable Use Policy, as applicable.

8. MISCELLANEOUS:

This Agreement shall be governed by and construed in accordance with the substantive and procedural laws and practices of the State of New Jersey, and any action commenced hereunder shall be brought exclusively in a court of competent jurisdiction in the State of New Jersey. If a dispute arises and SwiftReach refers this Agreement to an attorney for collection, Customer shall pay all costs of collection, including interest, court costs, fees and reasonable attorney's fees. No provision of this Agreement shall be deemed waived, amended, or modified by either party unless such waiver, amendment or modification is in writing signed by the party against whom the enforcement of such waiver, amendment or modification is sought.

Swift911™ EMERGENCY NOTIFICATION SERVICE ORDER AND AGREEMENT - PAGE 3 - TERMS AND CONDITIONS

SwiftReach Networks Inc. : Tel 201-236-8625 : Fax 201-236-1222
14 Industrial Ave, Mahwah, NJ 07430

each party represents that it has the full right, power and authority to enter into this Agreement and to perform all of the obligations on its part contemplated herein. Customer may not assign this Agreement or resell, sublicense or transfer any interest in the Service without SwiftReach's prior written consent. Any notice required or permitted to be given under this Agreement shall be in writing and shall be sent by certified mail, return receipt requested, or by overnight courier, to the Customer at the address supplied on page 1 of this Service Order and Agreement and to SwiftReach at 14 Industrial Avenue, Suite

4 Mahwah, NJ 07430, Attention: Chief Executive Officer. Either party may, at any time, notify the other of a change of address for notices, by giving written notice in accordance with this Paragraph. The terms and conditions of this Agreement shall prevail notwithstanding any variance with the terms and conditions of any order submitted by Customer or the terms of any other agreement between Customer and SwiftReach. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement shall remain in full force and effect. SwiftReach may collect from Customer its costs (including reasonable attorneys' fees) incurred in enforcing this Agreement.

If necessary, and if requested by Customer, SwiftReach will provide commercially reasonable assistance to Customer in obtaining necessary facilities from the local telephone company through which Customer may use SwiftReach service. Customer is responsible for such activity and is liable for any and all charges incurred therefore.

Notwithstanding the cancellation or natural expiration of the Term of this Agreement, if Customer has accumulated unpaid charges for Toll-Free or other Services, SwiftReach may refuse any request for release or other transfer of Toll-Free numbers to a third party, and may reject any request for change in Toll-Free service to another carrier, including a change request from a Responsible Organization, without liability to SwiftReach, until such charges are paid in full to the date of termination of service. SwiftReach reserves the right to re-assign any terminated Toll-Free number(s).

This Service Agreement is subject to the terms and conditions of all applicable tariffs. In the case of conflict, the applicable tariff shall apply.

9. PRESS RELEASE:

SwiftReach may issue a press release announcing the general nature of the relationship between SwiftReach and Customer.

10. VERIFICATION and CREDIT APPROVAL:

Customer shall provide SwiftReach with credit information as requested. SwiftReach reserves the right to withhold initiation or implementation of Service under this Agreement pending credit review. SwiftReach may require Customer to make a deposit at any time as a condition to acceptance of any Service order submitted by Customer or as a condition to continuation of Service. Such deposit shall be held by SwiftReach as security for payment of charges, and SwiftReach may draw upon such deposit without any notice to Customer immediately when such account incurs charges past due at such time as the provision of Service to Customer is terminated, the amount of any unapplied deposit shall be credited to the Customer's account and any credit balance, which may remain, shall be refunded without interest thereon. In the event Customer's order is provisioned prior to completion of verification and credit check, said provisioning shall be deemed conditional and may be canceled immediately in the event of an unsatisfactory credit report or failure on the part of Customer to provide a required deposit.

11. NO ASSIGNMENT; ENTIRE AGREEMENT:

Customer may not assign this Agreement without the prior written consent of SwiftReach, which may be withheld in its sole discretion. This Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective affiliates, successors and permitted assigns. This Agreement, together with any attachments, constitute the entire Agreement and understanding between Customer and SwiftReach as to the subject hereof.

12. FAIR USAGE POLICY:

The Notification Service program is provided with the understanding that SwiftReach Networks' enhanced network service platform to route outbound telephone notification messages ("TNM") to those persons listed on the client's authorized database is done so for emergency purposes.

As stated in the NFNA Minimum Standards for Emergency Telephone Notification Systems Document S6-003 dated June 12, 2004; Prepared by the National Emergency Number Association (NENA) and the Emergency Telephone Notification Systems Working Group of the Standard Operating Committee; as published by NENA, an emergency is defined under section 3.2.4 Classifying Events as "for systems that offer the ability to classify a notification event, though it is recognized that there will be some difference in terminology between agencies and system manufacturers, emergency notification events should generally be categorized as follows:

- a. Emergency Warning (eg. Approaching storm)
- b. Emergency Concern (eg. Lost/missing person, amber alert)
- c. Emergency Alert (eg., Escaped or large criminal)
- d. Emergency Other (Agency defined emergency event)

Emergency calls to phones and mobile phones and text messages included in your subscription are subject to a fair usage limit of 241 total voice and text messages combined per telephone number entered in your database for each one (1) year term. Using the formula: initial database size x 24 messages = Total Annual Messages. For example, an account with a database of 10,000 telephone numbers will have a fair usage limit of 240,000 minutes / text messages per year. Once these limits are exceeded, SwiftReach will apply an overage fee per Page 1 of this Agreement.

Customer Signature _____ Date _____

Print Name _____ Title _____

APPROVED
 By [Signature] Date 1/30/18
1/3/18
KEVIN R. CONROY, CPA
TOWN COMPTROLLER

APPROVED AS TO CONTENT
[Signature]
COMMISSIONER
WATER DEPARTMENT
 DATE 1/24/18

[Signature]

APPROVED
[Signature]
DIRECTOR OF PURCHASING

APPROVED AS TO FORM
Charles O. Heine
SENIOR DEPUTY TOWN ATTORNEY
 DATE 1/22/18

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE COMMISSIONER OF THE TOWN OF HEMPSTEAD DEPARTMENT OF WATER TO EXECUTE A SERVICE CONTRACT WITH SWIFTREACH NETWORKS, INC. TO PROVIDE HIGH SPEED COMMUNICATIONS.

WHEREAS, the Department of Water has received a proposal from Swiftreach Networks, Inc., 14 Industrial Avenue, Suite 4, Mahwah, New Jersey 07430 to provide a high speed automated communication system to deliver both emergency and routine notifications by voice and/or text to various types of communication devices; and

WHEREAS, by a combination of database and GIS mapping technologies and internet mapping capabilities pre-recorded outbound notifications can be delivered to targeted areas; and

WHEREAS, it is in the best interest of the Town of Hempstead to accept this proposal in order to increase the capability needed to notify members of the public of important notifications in an expeditious manner; and

WHEREAS, Swiftreach Networks, Inc. has proposed to provide this service to the Town of Hempstead Department of Water at an annual subscription cost of \$4,200.00. Furthermore, there will be an additional seven cents per minute notification fee and seven cents per text fee for the calendar year 2018; and

WHEREAS, the Commissioner of the Town of Hempstead Department of Water deems said proposal to be fair and reasonable and in the public interest.

NOW, THEREFORE, BE IT

RESOLVED, that the Commissioner of the Town of Hempstead Department of Water hereby is authorized to execute a service contract with Swiftreach Networks Inc., 14 Industrial Avenue, Suite 4, Mahwah, New Jersey 07430, dated December 28, 2017 to provide high speed communications for the calendar year 2018; and BE IT FURTHER

RESOLVED, that the Commissioner of the Department of Water hereby is authorized to make payments from the Water Department Fees and Services Account 500-006-8310-4151.

The foregoing resolution was adopted upon roll call as follows.

AYES:

NOES:

Item # 19

Case # 22356

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE COMMISSIONER
OF THE TOWN OF HEMPSTEAD DEPARTMENT OF
WATER TO EXECUTE AN EXTENDED WARRANTY &
SUPPORT AGREEMENT WITH KEYPER SYSTEMS
FOR THE DEPARTMENT OF WATER'S KEYPER KEY
CONTROL SYSTEM.

WHEREAS, the Town of Hempstead Department of Water is now using a Keyper Key Control System for Vehicle Asset Management designed and implemented by Keyper Systems; and

WHEREAS, Keyper Systems has offered to provide extended warranty & support as stated in their agreement for the Department's Keyper Key Control System at a charge of \$899.00 for the calendar year 2018; and

WHEREAS, the Commissioner of the Department of Water deems such an agreement reasonable and in the public interest.

NOW, THEREFORE, BE IT

RESOLVED, that the Commissioner of the Town of Hempstead Department of Water hereby is authorized to execute an extended warranty & support agreement with Keyper Systems, 5679 Harrisburg Industrial Park Dr., Harrisburg, NC 28075 for the Department of Water's Keyper Key Control System and to make payment of \$899.00 from Department of Water account 500-006-8310-4030, Maintenance of Equipment.

The foregoing resolution was adopted upon roll call as follows.

AYES:

NOES:

Item # 20

Case # 2 256

KEYper Systems: Extended Warranty & Support | 2018

KEYper Systems: Americas Premier Key Management Systems is known for providing the best Customer Care and Support in the industry. Listed below are three package offerings to choose from that will help our Customer Care team better take care of your organization and your equipment.

Extended Warranty & Support Agreement Packages

Standard Support Package*

- Telephone Support
- Web Based Support
- Software Updates for Current Version
- 2 Online Training Sessions

Premier Warranty Package*

- **Standard Package**
- System Hardware
 - o Excludes the following
 - Apple iPad
 - Dell PC's, IEL Touch PC's, Elo Touchscreens, Tangent PC's
 - Zebra Printers & Datamax Printers
- Outbound & Inbound Shipping and Handling Charges (Ground Shipping Only)

Premier Plus Warranty Package*

- **Premier Package**
- System Hardware
 - o Excludes the following
 - Apple iPad
 - Tangent PC's
- Outbound & Inbound Shipping and Handling Charges (Express Shipping)

Non-Warranty Rates

- Technical Support \$125.00/hr (1 hour Minimum)
- Replacement Parts charges quoted on as needed basis

Standard Package Cost	Premier Package Cost	Premier Plus Package
\$	\$ 899.00	\$

Package Selection (Check One) Standard Premier Premier Plus Declined

Company Name Town of Hempstead

Print Name _____ Position _____

Signature _____ Date **APPROVED**

By [Signature] Date 1/30/18

KEVIN R. CONROY, CPA
TOWN COMPTROLLER

- Does Not include onsite service visits
- Does Not include costs incurred from 3rd party DMS providers
- Does Not include Hardware Updates if needed
- Apple iPads will be serviced directly through Apple.
- Defective Parts must be returned for evaluation
- Prices are subject to change
- Does not include Windows XP or Vista

APPROVED
[Signature]
DIRECTOR OF PURCHASING

APPROVED AS TO CONTENT

**COMMISSIONER
WATER DEPARTMENT**

DATE 1/24/18

WARNING: Tampering with the KEYper® Systems Electronic Key System will void all warranties. Modifications to the original product will shift all liability away from KEYper® Systems to the owner/operator

Subject to the terms and conditions contained in this Agreement, KEYper® Systems agrees to provide Customer the enclosed Extended Warranty & Support Agreement. This agreement is non-transferable and specifically for the KEYper® Key Control System at the location set forth below:

Standard Maintenance Services do not include (i) maintenance or support of hardware not delivered by KEYper® Systems, such as, but not limited to; computers, printers, etc., (ii) re-training or on-site support, (iii) maintenance of the PC hardware, or (iv) hardware modifications or upgrades. See Section 3 of the terms and conditions for information about other available on-site support and training.

TERMS AND CONDITIONS

1.Scope of Agreement: During the terms of this agreement, KEYper® Systems agrees to provide standard depot maintenance service as described in "Additional Services" below for those components listed in this Agreement and such Additional Services described in Section 3 below as ordered by Customer.

2.Standard Depot Maintenance: The standard depot maintenance, shall be provided as follows:

a.Customer shall initially contact the KEYper® Systems support desk.

b.Providing customer is in good credit standing, if the problem is not fixed or otherwise resolved via telephone or internet (eBld), KEYper® Systems will promptly ship to Customer a replacement for the defective component. Such replacement shipment will be accompanied with a prepaid return shipping label, the defective component must be returned to KEYper Systems for evaluation within 15 working days of receipt of the replacement shipment. **Exception-Should KEYper® Systems determine that the returned part(s) failure is due to visible signs of damage - KEYper® Systems will not issue credit.**

3.Warranty Term: The term of the extended warranty shall be for 12 months beginning once payment is received.

ADDITIONAL SERVICES AVAILABLE

1.a. On-Site Support. KEYper® Systems, upon request from Customer, will provide Customer a quotation for On-Site Support, at a mutually agreed time. Customer agrees to pay KEYper® Systems at KEYper Systems' standard rates therefore all costs associated with the provision of on-site support, including charges for (i) KEYper® Systems' personnel, (ii) charges for travel, lodging and miscellaneous expenses, and (iii) any taxes applicable thereto by signing and returning said quote.

b. Training. Upon request from Customer, KEYper Systems will provide Training at a mutually agreed time at the office of KEYper Systems, unless KEYper Systems agrees to conduct the Training elsewhere. Customer agrees to pay KEYper Systems all costs associated with this Training, including (i) charges for KEYper® Systems personnel, which may include a surcharge for training conducted at Customer's location, (ii) charges for travel, lodging and

miscellaneous expenses, and (iii) any taxes applicable thereto by signing and returning said quote.

2.Fees and Charges.

a.Warranty & Support Fees. All fees and taxes are due and payable from the customer to KEYper Systems for the entire term of the agreement even should customer discontinue support services prior to the end of the term of this agreement. The term of this agreement shall be for the term indicated in this agreement from the date when the existing warranty has expired. Following the expiration of the original term, Customer shall be granted the option to purchase an Extension Term. If the agreement lapses for any length of time, purchase of an Extension Term is subject to the terms of subsection 2 (b) regarding Warranty Lapse.

b.Warranty Lapse. Customer understands that if Customer lets their warranty lapse and then wishes to resume a warranty & support agreement, such resumption is dependent upon the System passing inspection by KEYper Systems. Systems that have been expired for more than 90 Days are subject to a reactivation fee of \$250.00 Per System.

3.Obligations of Customer

a.Customer Contact. Customer shall notify KEYper Systems of Customer's designated Key System Administrator and an Alternate Contact. To the maximum extent practicable, Customer's communications with KEYper Systems will be through the Customer's Key System Administrator.

b.Installation. Customer agrees to promptly install all corrections of substantial defects, minor bug fixes and updates, including any enhancements, for the System in accordance with the instructions and in order of receipt from KEYper systems.

c.Facility and Personnel Access. Customer agrees to grant KEYper Systems access to Customer's facilities and personnel concerned with the operation of the System to enable KEYper® Systems to provide services.

d.No Modification of System. Customer agrees not to relocate the System or any part of the System, modify, enhance or otherwise alter the System, unless and only to the extent specifically authorized by KEYper Systems. This includes, but is not limited to, the installation or operation of any software not directly tied to the use or maintenance of the KEYper Systems software, or the reconfiguration of the operating system software.

e.Error Documentation. Upon detection of any error in the System, Customer, as requested by KEYper Systems, agrees to provide KEYper Systems a listing of output and any other data, including databases and backup systems, that KEYper Systems reasonably may request in order to reproduce operating conditions similar to those present when the error occurred.

f. Internet Connection. In order to facilitate web based remote software support, Customer must provide an "always on" or "broadband" Internet connection to the System. In the event the connection is removed or otherwise non-functional, KEYper Systems is limited in its obligations to telephonic software support.

g. Web Surfing. The Key system controller (PC) is not to be used for web surfing, or any purpose other than key control. Additional cost will be incurred if the cause for failure is related to such unauthorized use.

h. System Hardware. Customer acknowledges and assumes responsibility to replace hardware should System Upgrade warrant updating hardware in compliance with system requirements for new upgraded software.

4. Ownership

Customer acknowledges that KEYper Systems owns all propriety rights, including patent, patent pending, copyright, trade secret and other proprietary rights, in and to the System and any correction, bug fixes, features, enhancements, updates or other modifications, including custom modifications, to the System.

5. Termination

KEYper Systems shall have the right to terminate this agreement and all services provided pursuant to this Agreement if Customer or its employees or agents violate any provision of this Agreement and Customer fails to cure such violation within five (5) days after receipt of written notice from KEYper Systems.

6. General Provisions

a. Notices. All notices under this Agreement are to be sent by registered mail to the address of such party set forth on the first page of this Agreement or to any other addresses the parties may designate.

b. Assignment. Customer will not assign or sublicense, in whole or in part, any of its rights or obligations under this Agreement without the prior written consent of KEYper Systems, which consent shall not be unreasonably withheld. KEYper Systems has the right to assign its rights under this contract without consent of the customer.

c. Waiver. The waiver or failure of KEYper Systems to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement. If any provision of this Agreement is invalid, illegal or unenforceable under any applicable statute or rule of law, it is to that extent to be deemed omitted. The remainder of the Agreement shall be valid and enforceable to the maximum extent possible.

d. Governing Law. This Agreement is to be construed in accordance with the law of the State of North Carolina.

e. Arbitration. The parties shall settle any controversy arising out of this Agreement by arbitration in Cabarrus

County, state of North Carolina, in accordance with the rules of the American Arbitration Association. The parties shall agree upon a single arbitrator or, if the parties cannot agree upon an arbitrator within thirty (30) days, then the parties agree that a single arbitrator shall be appointed by the American Arbitration Association. The arbitrator may award attorney's fees and cost as part of the award. The award of the arbitrator shall be binding and may be entered as a judgment in any court of competent jurisdiction.

f. Limitations. No arbitration or other action under this Agreement, unless involving death or personal injury, may be brought by either party against the other more than one (1) year after the cause of action arises. Neither party shall be liable to the other for lost profits or indirect, special or consequential damages arising out of this Agreement, even if the party has been notified of the possibility of such damages. Under no circumstances will liability exceed the amounts paid by Customer to KEYper Systems under this Agreement.

h. Complete Agreement; Amendment. This Agreement is the entire understanding of the parties with respect to the subject matter of this Agreement. Any amendment to this Agreement must be in writing and signed by both parties. This Agreement is a fully integrated written instrument, which contains all of the terms of the Agreement between the Customer and KEYper Systems. This Agreement shall not be amended except in writing signed by Customer and KEYper Systems.

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE COMMISSIONER OF THE TOWN OF HEMPSTEAD DEPARTMENT OF WATER TO EXECUTE A SOFTWARE SUPPORT AND SERVICES CONTRACT WITH EMERSON PROCESS MANAGEMENT POWER & WATER SOLUTIONS, INC. FOR THE DEPARTMENT OF WATER'S SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) AND SECURITY SYSTEM.

WHEREAS, the Town of Hempstead Department of Water is now using a SCADA and Security System designed and implemented by Emerson Process Management Power & Water Solutions, Inc.; and

WHEREAS, this SCADA and Security System monitors and controls the Department's Water Distribution System; and

WHEREAS, Emerson Process Management Power & Water Solutions, Inc. in a proposal dated November 8, 2017 has offered to provide Software Support Services for the Department's SCADA and Security System for a yearly charge of \$14,280.00 for the period January 1, 2018 through December 31, 2018; and

WHEREAS, Emerson Process Management Power & Water Solutions, Inc. in their proposal has also agreed to provide Open Enterprise and ControlWave Application/Support Services at a standard time rate of \$159.00 per hour, an overtime rate of \$303.00 per hour and a Sunday & Holiday rate of \$377.00 per hour. Travel time will be charged additionally at an hourly rate of \$131.00 and mileage at a rate of \$0.61 per mile. Expenses will be charged at cost plus 10%; and

WHEREAS, the Commissioner of the Town of Hempstead Department of Water deems said proposal to be fair and reasonable and in the public interest.

NOW, THEREFORE, BE IT

RESOLVED, that the Coinmissioner of the Town of Hempstead Department of Water hereby is authorized to execute a Software Support and Services Contract with Emerson Process Management Power & Water Solutions, Inc., 200 Beta Drive, Pittsburgh, PA 15238, dated November 8, 2017, and to make payment of \$14,280.00 for the period January 1, 2018 through December 31, 2018 from Department of Water Account 500-006-8310-4030, Maintenance of Equipment.

The foregoing resolution was adopted upon roll call as follows.

AYES:

NOES:

Item #

21

Case #

22356



Emerson Process Management
Power & Water Solutions
200 Beta Drive
Pittsburgh, PA 15238

November 8, 2017

John Reinhardt
Town of Hempstead
1995 Prospect Avenue
East Meadow, NY 11554

Subject: Software Support Contract Renewal for 2018
Emerson Process Management Power & Water Solutions, Inc.
Offer No. WAS-AM-17DM0732

Dear Mr. Reinhardt,

Emerson Process Management Power & Water Solutions, Inc. is pleased to submit this offer to Town of Hempstead for 2018 Maintenance Support Renewal. The contract will cover the period January 01, 2018 to December 31, 2018 and subject to attached Support and Services Contract.

If you have any questions or require additional information please contact Roger Labrecque at (860) 778-3672.

Sincerely,

Diego Mora / Roger Labrecque

Emerson Process Management
Power & Water Solutions, Inc.

Attachments: Emerson Software Support and Services Contract for Town of Hempstead

Software Support and Services Contract

This Contract entered into as of this 1st day of January 2018, between Emerson Process Management Power & Water Solutions, Inc. located at 200 Beta Drive, Pittsburgh, PA 15238 (hereinafter referred to as "Emerson") and Town of Hempstead located at 350 Front Street, Hempstead, NY 11550 (hereinafter referred to as Purchaser)

WITNESSETH

In consideration of the premises, the parties hereto agree as follows:

I. Scope of Work

Emerson will sell to the Purchaser and Purchaser will buy from Emerson the Software Support and/or Services as set forth in Emerson's offer WAS-AM-17DM0732 dated November 8th, 2017 and Schedule A (attached hereto).

II Definitions

"Software Support" is defined as assistance rendered to the Purchaser's personnel in the installation, configuration or operation of the Software, via telephone, email, fax or other electronic services.

"Updates" copies of new releases, upgrades and patches to The Software which are released by Emerson during the period covered by this Contract.

"The Software" the software that is licensed to the Purchaser at the commencement of this Contract. A list of The Software covered by this Contract is attached as Schedule A.

"On Site Software Support" services beyond Software Support that require the presence of Emerson personnel at the Purchaser's location.

"Equipment" The equipment covered by this Contract as set forth in Schedule A.

"Services" The services including maintenance services covered by this Contract as set forth in Schedule A.

"Commencement Date" The date this Contract is entered into, as set forth above or the date Emerson accepts a purchase order for the work to be performed under this Contract.

III. Price

The Contract price is **\$14,280.00**

IV. Terms of Payment

Emerson shall invoice Purchaser for the total Contract price within 30 days from the date of this Contract. For

subsequent years, the invoices for annual payments will be issued on the Contract renewal date. Payment(s) is due and payable net 30 days from the date of each invoice.

In the event "On Site Software Support" or onsite Services are not included in the Contract price then the price shall be agreed upon either before the work is performed, or if performed on a time and material basis, in accordance with Emerson's current published price policy in effect, plus travel and living expenses. Emerson will invoice the Purchaser for the labor and material as required,

When Service is provided on a per diem basis, invoices shall be rendered upon completion of the Services and payment of per diem charges, plus travel and living expenses shall be due net 30 days from the date of invoice at the price in effect when the services are provided.

V. Termination

The initial term of this Contract shall be for one (1) year from the Commencement Date. Thereafter, this Contract can be renewed through Emerson. Such renewals must be in place 30 days prior to the expiration date of this Contract to ensure continuous maintenance support without lapse. Within 60 days prior to the above date(s) Emerson will provide a price for the extension of the Contract including any revisions to the Software and/or Equipment list.

This Contract may be terminated for convenience by either party, provided thirty (30) days advance written notice of termination is given and upon payment to Emerson of reasonable and proper termination charges, including, but not limited to all costs identified to this Contract which have been incurred up to the date of notice of termination. Payment shall be made within 30 days from date of invoice.

This Contract may be terminated by Emerson upon written notice if it determines that Purchaser changes, additions, deletions, or misuse or misapplication of the Equipment have degraded the performance of the specified Equipment or Software.

In the event Purchaser or Emerson commits a material breach of its undertaking so as to prevent completion of this Contract and thereafter fails on not less than thirty (30) days written notice to take steps to remedy such breach, the other party may, by written notice, terminate this

Contract and recoveries of Purchaser and Emerson shall be determined by mutual agreement.

In the event that the Purchaser's equipment or software is altered, modified, changed, or, if any equipment or software is added or deleted, or moved within the premises, this Contract may be modified or terminated at Emerson's option. If, at any time, any such changes or attachments create a safety hazard, or interfere with the normal and satisfactory operation or maintenance of the Equipment, Emerson may, upon written notice to the Purchaser, require that such safety hazard or interference be promptly corrected at the Purchaser's expense. Emerson's continued maintenance of the Equipment and/or Software, which has been changed or, to which attachments have been made, does not constitute an approval of the change or attachment and at Emerson's option may be removed from the Equipment or Software listed in Schedule "A".

VI. Taxes

The price does not include any federal, state, or local property, license, privilege, sales, use, import duties, tariffs, fees, imposts, excise, turnover, added value, gross receipt, gross wages or similar taxes now or hereafter applicable in any manner to this transaction. Purchaser agrees to reimburse Emerson for any such taxes which Emerson is required to pay upon submission of Emerson invoice.

VII. Force Majeure

Emerson will not be liable for failure or delay in performance resulting from any cause beyond its reasonable control and for acts of God, the act or failure to act of Purchaser's customer, or other contractors. In the event of such delay, the time for performance/delivery will be extended by a period of time reasonably necessary to overcome the effect of the delay.

VIII. Warranties

I. Software Support

Emerson warrants to the Purchaser that the disk(s) on which the Updates are recorded is (are) free from defects in materials and workmanship under normal use and service for a period of ninety days from date of delivery. The Updates and any accompanying written materials (including instructions for use) are provided "as is" without warranty of any kind. Further, Emerson does not warrant, guarantee, or make any representations regarding the use, or the results of the use, of the Updates, The Software or written materials. The entire risk as to the results and performance of Updates and The Software is assumed by the Purchaser. Unless stated otherwise herein, third party software/ equipment shall be warranted and remedied on a pass through basis in the same manner and for the same period and extent

provided by the original software/ equipment manufacturer.

Unless otherwise provided within this Contract, there is no warranty of any kind included hereunder with respect to The Software. Applications software programs not provided by Emerson are not covered under this warranty. Problems related to applications software programs provided by Emerson, including, but not limited to, problems caused by operator errors or lack of security procedures, virus related problems, unqualified file deletions or modifications, or lack of proper observance of system backup file maintenance are not covered under the warranty scope.

If this Contract includes On Site Software Support Services, Emerson warrants that the Services provided will reflect competent knowledge and judgment.

The warranty period shall expire 12 months from completion of the Service. In the case of a nonconformity in the warranty set forth herein above, and if Emerson is notified in writing of such nonconformity during the applicable warranty period, it shall be corrected by reperformance of the nonconforming portion of the Service. If such remedies are impracticable, Emerson may refund the purchase price for the nonconforming Service.

2. Equipment and Services

Emerson warrants that during the term of this Contract, the Equipment listed in Schedule "A" will be free from defects in materials or workmanship under normal use and care and Services provided under this Contract will be performed by trained personnel using proper equipment and instrumentation as applicable for the particular Service provided.

If Purchaser discovers any such warranty defect(s) and notifies Emerson of the alleged defect(s) during the term of this Contract or the applicable warranty period as set forth below, Emerson shall, at its option, correct any errors that are found by Emerson in the Services or repair or replace F.O.B. point of manufacture that portion of the Equipment found by Emerson to be defective.

Equipment repaired or replaced by Emerson pursuant to this Contract is warranted for a period extending to the end of the term of this Contract or for 90 days from the date of delivery of repaired or replaced Equipment, whichever is

longer. Any Service provided pursuant to this Contract is warranted to the end of the term of this Contract or for 90 days from completion the Service, whichever is longer.

All replacements or repairs necessitated by any causes not the fault of Emerson, including but not limited to, unsuitable power sources or environmental conditions, lightning, fire, flood, earthquakes, vandalism, accident, or misuse, improper installation, unauthorized modification or repair, or improper storage or handling by Purchaser or any third party, are not covered by this warranty, and shall be at the Purchaser's expense. Emerson shall not be obligated to pay any costs or charges incurred by the Purchaser or any other party except as may be agreed upon in writing in advance by Emerson.

Materials and/or Services required due to actual environmental or process conditions beyond the specifications of the Equipment performance capabilities are not part of the warranty scope.

Emerson will invoice for Services provided per the Purchaser's request, which are beyond the scope of warranty coverage hereunder using its then-current pricing policy. Payments for such invoices shall be made within thirty days of rendering of such Services and expenses.

Materials and/or Services required for system changes and additional training are not part of the scope of the warranty services. THE WARRANTIES SET FORTH IN THIS CONTRACT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER STATUTORY, EXPRESS OR IMPLIED (INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE). THE REMEDIES SET FORTH, FOR THE TIME AND IN THE MANNER PROVIDED ABOVE, SHALL BE PURCHASER'S EXCLUSIVE REMEDIES FOR FAILURE OF EMERSON TO MEET ITS WARRANTY OBLIGATIONS, WHETHER BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE.

IX. Limitation of Liability

EMERSON SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE. EMERSON SHALL NOT BE LIABLE FOR FAILURES, REPAIRS OR DOWN TIME ON OR CAUSED BY EQUIPMENT OR SOFTWARE COVERED IN THIS CONTRACT. THE REMEDIES SET FORTH IN THIS CONTRACT ARE EXCLUSIVE AND UNDER NO THEORY OF RECOVERY, WHETHER BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT

LIABILITY), UNDER WARRANTY OR OTHERWISE WILL EITHER EMERSON OR ITS SUPPLIERS OF ANY TIER: (A) BE LIABLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGE WHATSOEVER; DAMAGE TO OR LOSS OF PROPERTY OR EQUIPMENT; LOSS OF PROFITS OR REVENUE; LOSS OF USE OF PURCHASER'S PROPERTY, EQUIPMENT OR POWER SYSTEM; INCREASED COSTS OF ANY KIND, INCLUDING BUT NOT LIMITED TO CAPITAL COST, FUEL COST OR CLAIMS OF CUSTOMERS OF PURCHASER; AND (B) BE LIABLE FOR AN AGGREGATE LIABILITY EXCEEDING THE TOTAL PRICE PAID TO EMERSON UNDER THIS CONTRACT. THIS ARTICLE SHALL PREVAIL OVER ANY PROVISIONS IN THIS CONTRACT.

X. Governing Law

This Contract shall be governed by the laws of the State of Missouri, without regard to its choice or conflict of law.

XI. Survival

The Limitation of Liability and Intellectual Property Rights provisions shall survive termination, expiration or cancellation of this Contract or the purchase order to which these terms and conditions apply. No amendment, modification or alteration of these terms and conditions shall be binding unless the same shall be in writing and duly executed by the parties. If any term or condition is under any circumstances deemed invalid, the remaining terms and conditions shall be construed with the invalid provision(s) deleted.

XII. Intellectual Property Rights/ Software License

Emerson retains for itself all of its intellectual property rights in and to any Emerson product, software and supporting documentation furnished hereunder.

The Updates and The Software are only licensed for installation on that equipment on which The Software was installed at the commencement of this Contract. Updates may be transmitted to the Purchaser via email, on physical media or downloaded from Emerson's web site, at the discretion of Emerson. The Purchaser is responsible for the installation of all Updates supplied under this Contract. The Updates are subject to the terms and conditions set forth in Emerson's applicable standard software license agreements for The Software. Any Updates and other information provided by Emerson under this Contract are considered standard offerings of Emerson, and Emerson and/or any applicable third party supplier to Emerson shall retain all rights of ownership in their respective products included in such Updates or other information.

Notwithstanding any other provisions herein to the contrary, Emerson or applicable third party owner shall retain all exclusive rights, interest and title to its respective firmware, The Software and Updates. Purchaser's use of the firmware, Updates and The Software shall be governed

exclusively by Emerson's and/or third party owner's applicable license terms.

Information marked proprietary shall be disclosed in confidence on a need to know basis on the condition that it is not to be reproduced, copied or used for any other purpose than the purpose for which it is provided and shall not be disclosed to third parties without the written consent of Emerson.

XIII. Changes to Supply

In the event the Purchaser or Emerson request changes in the scope of supply, Emerson shall notify Purchaser of the effect on price, delivery, warranty, equipment performance or any other obligations assumed by Emerson under this Contract. Emerson will initiate work on any such changes upon receipt of an acceptable written change order.

All change orders shall indicate the adjustment to the Emerson scope of supply, the contract price and other relevant terms and conditions of the Contract.

XIV. Facilities and Access to Equipment

If this Contract includes Services to be performed on Purchaser's site, the Purchaser will furnish at no cost to Emerson suitable working space, storage space, adequate telephone, light, ventilation, regulated electric power, and outlets for testing purposes. These facilities will be within a reasonable distance from the Equipment covered by this Contract. Emerson shall have full and free access to Emerson-provided Equipment in order to provide the on-site Services provided under this Contract. Emerson shall not be liable for any expenses incurred by the Purchaser in removing, replacing or refurbishing any Purchaser equipment or any part of the Purchaser's building structure that restricts Emerson's access. The Purchaser will abide by OSHA regulations. The Purchaser shall inform Emerson of any known hazardous substance or condition at the site where services are to be performed (site), including, but not limited to, the presence of asbestos or asbestos containing materials. Purchaser will identify person(s) who will interface with Emerson under the terms of this Contract. Any maintenance or repair services performed on the Emerson-provided Equipment by unauthorized personnel resulting in additional material or corrective support service requirements by Emerson will be invoiced at applicable time and material rates and conditions of service then in effect.

XV. Emerson Personnel

Emerson reserves the right to determine the qualifications of and the source of Emerson personnel required to fulfill its obligations under this Contract. Unless agreed upon otherwise, the Parties agree that the Purchaser may not hire a Emerson Field Service Engineer/Technician for two years following termination of this Contract.

XVI. Exclusions

Excluded from these contracts are obsolete software application programs and parts.

XVII. Scope Changes

All Emerson services or equipment requested by Purchaser that are not within the scope of this Contract shall be reimbursed by Purchaser in accordance with the then current Emerson published rates including, if applicable, travel and living expenses.

XVII. Assignment Clause

Neither Emerson or Purchaser may assign this Contract in whole or in part without the prior written consent of the other Party.

XIX. Entire Agreement

This Contract, including the documents incorporated by reference herein and attachments hereto constitute the entire agreement between the parties. The terms hereof may not be modified or amended except in writing signed by the authorized representative of both Purchaser and Emerson.

IN WITNESS WHEREOF, the parties hereto have executed this Contract by their authorized representatives as of the date first set forth above.

TOWN OF HEMPSTEAD

EMERSON PROCESS MANAGEMENT
POWER & WATER SOLUTIONS, INC.

BY: _____

BY: John Wagner

Title: _____

Title: VP Projects and Sales

Date: _____

Date: 1/9/18

Attachments

1. Emerson Offer # WAS-AM-17DM0732 dated November 8th, 2017
2. Schedule A

APPROVED

By [Signature] Date 1/31/18
[Signature] 1/31/18
KEVIN R. CONROY, CPA
TOWN COMPTROLLER

APPROVED

[Signature] 1/30/18
DIRECTOR OF PURCHASING
DEPUTY TOWN COMPTROLLER

APPROVED AS TO CONTENT

[Signature]
COMMISSIONER
WATER DEPARTMENT
DATE 1/17/18

APPROVED AS TO FORM

Charles O. Heine
SENIOR DEPUTY TOWN ATTORNEY
DATE 1/29/18

SCHEDULE "A"

LICENSED SOFTWARE PRODUCT LIST

For: Town of Hempstead

Software					
Item	Description	Qty	Location	Area	Status
1	OpenBSI Network Edition	4	-	-	Active
2	ControlWave Designer	3	-	-	Active
3	Security Vision	3	-	-	Active
4	OpenEnterprise SCADA Server	1	-	-	Active
5	OpenEnterprise Redundant Server	1	-	-	Active
6	OpenEnterprise WorkStation w/ HW Key	3	-	-	Active

LICENSED SOFTWARE PRODUCT SUPPORT AND OTHER LABOR SERVICES

1. Scope

- a. Emerson will provide Product Support Services for the licensed Software listed in this Schedule "A" in accordance with the clauses set forth in this Contract. Support Services for application hardware and software are not included.

2. Licensed Software Product Support

- 3. Emerson shall provide Software Updates which are release by Emerson during the period covered by this agreement. Such updates are only licensed for installation on that equipment on which Software was installed at the commencement of this agreement. Updates will be transmitted to the customer via email, physical media or downloaded from Emerson web site. The customer is responsible for installation of all Updates supplied under this agreement.
- 4. If services are to be performed on the Purchaser's premises, the Purchaser will furnish, for the use of Emerson's service personnel, a working space containing suitable working facilities, storage space, adequate heat, light, ventilation, electric power and outlets for testing purposes. Emerson shall have full and free access to the equipment in order to provide the services under this Contract. Emerson shall not be liable for any expenses incurred by the Purchaser in removing, replacing or refurbishing any Purchaser equipment or any part of the Purchaser's building structure that restricts Emerson's access. The Purchaser will abide by OSHA regulations. The Purchaser shall inform Emerson of any known hazardous substance or condition at the site where services are to be performed (site), including, but not limited to, the presence of asbestos or asbestos containing materials. The Purchaser shall appoint a representative familiar with the site, and the nature of the services to be performed by Emerson, to be at the site during the times that Emerson's personnel are at the site. The Purchaser shall not require Emerson or its employees, as a condition to site access or otherwise, to further agree or enter into any agreement, which waives, releases, indemnifies or otherwise limits or expands any rights or obligations whatsoever. Any such agreements shall be null and void.
- 5. Requests for Emerson to conduct safety tests, to install or upgrade software, to install new attachments or additional controls, or to make replacements with parts or devices of a different design, regardless of reason, are not included under this Contract. If such work is performed Emerson will invoice the Purchaser for the labor and material as required, in accordance with its current published price policy in effect when the work is performed.

6. Software Support services are available five (5) days per week, eight (8) hours per day, with a phone or email response time by the next business day. Standard Software Support services are available between 8:00am and 4:30pm EST, Monday through Friday, except on Emerson Holidays. Emergency or additional service beyond these noted hours will be furnished at Emerson's then current premium rates. A list of scheduled Emerson Holidays for the period covered by this Contract will be made available upon request.
7. Travel time and expenses in conjunction with such emergency or additional service shall be paid by Purchaser.
8. Emerson will invoice the Purchaser for the labor and material as required, in accordance with Emerson's rates for services as established herein when "On Site Software Support" is performed. On-site software support is to be agreed upon before the work is performed on-site software support services require a written directive from the Purchaser to receive such services.
9. In the event that the Purchaser's equipment or software installation is altered, modified, changed, or if any equipment is added or deleted or moved within the premises, this Contract may be modified or terminated at Emerson's option. If, at any time, any such changes or attachments create a safety hazard, or interfere with the normal and satisfactory operation or maintenance of the equipment, Emerson may, upon written notice to the Purchaser, require that such safety hazard or interference be promptly corrected at Purchaser's expense.

10. Additional Labor Services

- a. Support services for application hardware and software can be procured on an as needed basis using the following pricing guidelines. Such support services will be during normal working hours as mutually coordinated.

Description	Rate
Service Engineer - Standard Time (hour)	\$ 159.00
Service Engineer - Overtime (hour)	\$ 303.00
Service Engineer - Sunday & Holiday (hour)	\$ 377.00
Travel Time (hour)	\$ 131.00
Mileage (mile)	\$ 0.61
Expenses	Cost + 10%

- b. Such services can include on-site update and upgrade support of application hardware and software trouble shooting, training, system enhancements etc. Scope of services can be predefined to estimate the time required or alternately services may be procured on a time and material basis.

❖ **Optional Virtual Training**

Virtual Training for almost the entire ControlWave catalog is available according to published schedule or alternately by customer request. With Virtual Training, a student is located anywhere and communicates with a live trainer and other students in the class via online web. A laptop computer, software and ControlWave Micro will be supplied for this course. This type of training is conducted online with a username and password, and features a live instructor and real time classmates. This training reduces the travel time and cost of traditional training, which we know is difficult in some cases. You can review a promo video of the virtual courses here: <https://emersonprocess.adobeconnect.com/p11116600/>. Costs for this training range from \$1,850. to \$3,400. Depending upon course content and length. These training costs are not included in this specific offer unless requested.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING A RENEWAL APPLICATION TO THE NYS OFFICE OF CHILDREN AND FAMILY SERVICES (OCFS) FOR A COMPREHENSIVE YOUTH PROJECT FOR YOUTH OF THE TOWN OF HEMPSTEAD AND YOUTH INITIATIVES FUNDING CATEGORIES

WHEREAS, for several years the Town of Hempstead has entered into a comprehensive agreement with the NYS Office of Children and Family Services (OCFS) whereby the Town could be compensated by the NYS Office of Children and Family Services (OCFS) for 100% of the funds which the Town would expend for youth programs under the categories of Recreation, Youth Services and Youth Initiatives provided that such programs qualified under the NYS Office of Children and Family Services (OCFS) guidelines and quota formulas; and

WHEREAS, the NYS Office of Children and Family Services (OCFS) has mandated that the terms of such agreement shall conform to a fiscal year commencing on January 1, 2017 and terminating on December 31, 2017; and

WHEREAS, it is necessary for the Town to file an application to renew the agreement with the NYS Office of Children and Family Services for State Aid in the amount of \$170,231.00 for the NYS Office of Children and Family Services (OCFS) fiscal year commencing January 1, 2017 and terminating December 31, 2017; and

WHEREAS, the Town Board deems it to be in the public interest that such application be filed.

NOW, THEREFORE, BE IT

RESOLVED, that the Department of Planning & Economic Development is hereby authorized to participate in the NYS Office of Children and Family Services Youth Project based on a previously filed and executed comprehensive application in the amount of \$170,231.00 for the fiscal year commencing January 1, 2017 and terminating December 31, 2017.

The foregoing resolution was adopted upon roll call as follows:

AYES: ()

NOES: ()

Item # 22

Case # 13584

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE SUPERVISOR TO ENTER INTO A CONTRACT WITH GATEWAY YOUTH OUTREACH INC., FOR A GRANT FOR SERVICES TO YOUTH IN THE UNINCORPORATED AREA OF ELMONT, NEW YORK.

WHEREAS, Gateway Youth Outreach Inc., having a principal office at 534 Elmont Road, Elmont, New York, has for a number of years conducted a variety of programs that benefit the youth of the Elmont area; and

WHEREAS, Gateway Youth Outreach Inc., is making application to the Town of Hempstead for a grant of funds to assist it in the conduct of its programs through the year January 1, 2017 through December 31, 2017, in the unincorporated community of Elmont; 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 Gateway Youth Outreach Inc., providing for a grant not to exceed the amount of TWENTY FIVE THOUSAND (\$25,000.00) DOLLARS to be used in its 2017 youth program;

BE IT FURTHER RESOLVED, that the Town pay to Gateway Youth Outreach Inc., in the sum of TWENTY FIVE THOUSAND (\$25,000.00) DOLLARS, which shall be charged against the appropriate Community Development Block Grant account upon submission of the appropriate claim form and required substantiation approved by the Commissioner of the Department of Planning and Economic Development.

The foregoing resolution was adopted upon roll call as follows:

AYES: ()

NOES: ()

Doc. No. 17-058

Item #

23

Case #

13584

CONTRACT FOR PERSONAL SERVICES

By and Between
TOWN OF HEMPSTEAD
And

GATEWAY YOUTH OUTREACH, INC.

AGREEMENT made the _____ day of _____, 2017, by and between the Town of Hempstead (hereinafter "Town"), a domestic municipal corporation having its principal offices at One Washington Street, Hempstead, New York, and Gateway Youth Outreach, Inc., (hereinafter "Gateway"), a non-profit corporation having its principal office at 534 Elmont Road, Elmont, New York.

WITNESSETH THAT:

WHEREAS, Gateway has conducted basic community services and programs for the benefit of youth in the unincorporated area of Elmont; and

WHEREAS, Gateway has requested the Town to provide a grant of TWENTY FIVE THOUSAND (\$25,000.00) 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 Gateway;

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

1. Gateway agrees to continue its operations located at 534 Elmont Road, Elmont, New York, during the term of this agreement.

2. Gateway agrees to continue its basic community services and other programs for youth in the unincorporated area of Elmont.

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

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

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

6. Gateway agrees that at all times, it shall be deemed to be an independent contractor and shall not in any manner by its actions or deeds commit the Town to any obligation irrespective of the nature thereof, and that Gateway shall not, at any time, for any purpose, be deemed an agent, servant or employee of the Town.

7. Gateway 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 Gateway resulting from its operation, use and maintenance of the facilities at Gateway. In addition, Gateway agrees, prior to the commencement of this agreement or any renewal thereof, at its own cost and expense, to obtain policies of insurance insuring Gateway and the Town of Hempstead against any claims from any and all persons for bodily injury and property damage. Such policies shall have limits with respect to personal injuries of \$1,000,000.00 per occurrence and shall also insure against property damage to the limit of \$100,000.00 in respect to any one accident. Certificates of Insurance duly reflecting this provision of this agreement shall be delivered to the Town by Gateway simultaneously with the execution of this agreement.

8. Gateway agrees that it shall at all times keep and maintain full and complete books and records of accounts in accordance with accepted accounting practices and such other records as may be prescribed by the Comptroller of the Town to reflect complete and true accountability for the funds which the Town shall grant under this contract. Gateway shall, upon expenditure of the grant, provide the Department of Planning and Economic Development with a detailed report of the expenditures made.

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

11. The Town agrees to pay Gateway for the services provided by this agreement the sum of TWENTY FIVE THOUSAND (\$25,000.00) DOLLARS.

12. It is expressly understood and agreed that this agreement may be terminated by the Town without prior notice if the operations conducted by Gateway 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 on the 31st 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:

Laura A Gillen
Supervisor

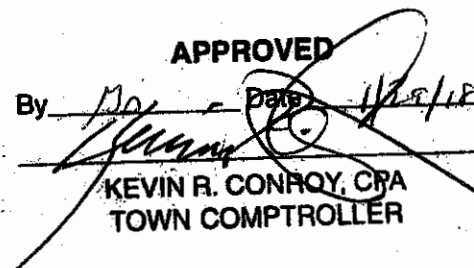
GATEWAY YOUTH OUTREACH

by:



PATRICK BOYLE,
Executive Director.

APPROVED

By  Date 11/29/18

KEVIN R. CONROY, CPA
TOWN COMPTROLLER

APPROVED AS TO CONTENT
DATE 11/26/18

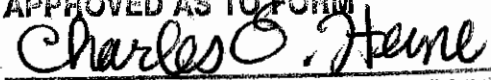

KATRINA R. BROOKS
COUNSEL TO COMMISSIONER
DEPT. OF PLANNING & ECONOMIC DEVELOPMENT

Doc. No. 17-058

APPROVED


11/29/18
DIRECTOR OF PURCHASING

APPROVED AS TO FORM


SENIOR DEPUTY TOWN ATTORNEY
DATE 11/26/18

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

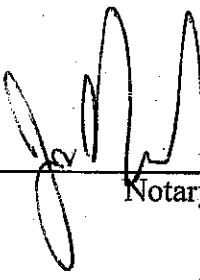
On this day of , 2017, before me personally came LAURA A. GILLEN, to me known and known to be the Supervisor of the Town of Hempstead, Nassau County, New York and being by me duly sworn, did depose and say that she resides at 1 Washington Street, Hempstead, New York 11550; that she is the Supervisor of the Town of Hempstead, Nassau County, New York, and that she knows the corporate seal of said corporation; that the seal affixed to said agreement is such corporate seal; that it was so affixed by order of the Town Board of the Town Of Hempstead, Nassau County, New York, and that by like order she thereunto signed her name and official designation.

Notary Public

STATE OF NEW YORK)
 SS:
COUNTY OF NASSAU)

On this 10 day of JANUARY, 2018 before me personally came PAUL BILE, to me known, who being by me duly sworn did depose and say that (s)he resides at 3215 ARLINGTON AVE, BX, NY 10463 and that (s)he is the EXECUTIVE DIRECTOR of GREEN YOUTH OUTREACH, the AGENCY described in and which executed the foregoing instrument.

JEFFREY MARCAL
NOTARY PUBLIC-STATE OF NEW YORK
No. 01MA6195937
Qualified In Nassau County
My Commission Expires November 03, 2016



Notary Public

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE ASSIGNMENT OF CONTRACT TO BTMI ENGINEERING.

WHEREAS, pursuant to Resolution No. 1331-2016, the Town of Hempstead entered into a consulting service agreement with Ocean and Costal Consultants Engineering P.C (OCCE); and

WHEREAS, the contemplated project has now reached task four and project objectives are proceeding satisfactorily; and

WHEREAS, OCCE has, due to internal restructuring, been renamed BTMI Engineering P.C (BTMI) with BTMI retaining the same address and federal identification number as previously used by OCCE; and

WHEREAS, OCCE has delivered an assignment to BTMI whereby BTMI will continue and complete the contract; and

WHEREAS, it is in the best interest of the Town to continue the aforesaid consulting agreement with BTMI;

NOW, THEREFORE, BE IT

RESOLVED, that in the interest of continuity the consulting agreement with Ocean and Costal Consultants Engineering PC be continued with the renamed entity, BTMI Engineering P.C. 276 Fifth Avenue, Suite 1006, New York, NY under the same terms and conditions of the OCCE agreement dated September 6, 2016 and the Supervisor is further authorized to make payment due under that agreement to BTMI Engineering PC; and, BE IT FURTHER

RESOLVED, that the Commissioner of the Department of Engineering be and hereby is authorized to execute the aforesaid assignment of contract on behalf of the Town of Hempstead.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

24

Case #

18675

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 FIVE TOWNS DRAINAGE IMPROVEMENTS- INWOOD

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 Five Towns Drainage Improvements- Inwood; 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 Five Towns Drainage Improvement- Inwood be done and that this application be made to the State of New York; and

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor is hereby authorized to execute the application for funding for Five Towns Drainage Improvements- Inwood, prepared on behalf of the State of New York CDBG- Disaster Recovery Program, dated January, 2018; and BE IT FURTHER

RESOLVED, that the Supervisor is hereby authorized to execute any additional documents or application amendments 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
TOWN OF HEMPSTEAD**

**NY STATE
CDBG-DISASTER RECOVERY PROGRAM**

**APPLICATION FOR FUNDING
FIVE TOWNS DRAINAGE IMPROVEMENTS - INWOOD**

JANUARY 2018

PREPARED BY

**HUNT, GUILLOT, & ASSOCIATES, LLC
29 BROADWAY
SUITE 1610
NEW YORK, NEW YORK 10004
(646) 499-2888**

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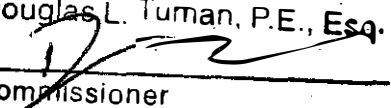
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General Description Form

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

<p>Applicant Name, Address, and Phone Number:</p> <p>Town of Hempstead One Washington Street Hempstead, NY 11550</p> <p>Phone: 516-489-5000 Fax: 516-489-0024</p>	<p>Project Name:</p> <p>Five Towns Drainage Improvements - Inwood</p> <p>IMP.N.17b</p> <p>Project Address:</p> <p>Inwood, Nassau County, NY 11096</p>	
<p>Applicant's Contact Person Name, Address, Phone Number, Email Address, DUNS Number, and SAM CAGE Code Number.</p> <p>Doug Tuman Commissioner of Engineering Town of Hempstead Hempstead Town Hall 350 Front Street Hempstead, NY 11550</p> <p>Phone: 516-812-3484 Fax: 516-489-0024 Email: Dtuman@tohmail.org</p> <p>DUNS: 068035872 SAMS CAGE: 5UXN1</p>	<p>Name, Address, Phone Number and Email Address of HGA Administrative Consultant: (if applicable)</p> <p>Dwain Welcome Grant Manager NY Rising Community Reconstruction Program 500 Bi-County Blvd, Suite 300 Farmingdale, NY 11735 (718) 415 - 5930 dwelcome@stormrecovery.ny.gov</p> <p>Name, Address, Phone Number and Email Address of GOSR Project Manager:</p> <p>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 Ivana.Harrington@stormrecovery.ny.gov</p>	
<p>Name, Address, Phone Number and Email Address of Architectural/Engineering Firm:</p>	<p>National Objective to be Addressed (check one).</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	\$802,000.00	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	\$802,000.00	CDBG-DR
Signature (Authorizing Official) and Date Signed		Typed Name/Title (Authorizing Official)
		Laura A. Gillen, Town Supervisor


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

SUPPLEMENTAL INFORMATION

Project Name: Five Towns Drainage Improvements – Inwood

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

Name: <u>Senator Todd D. Kaminsky</u>	Senate District #: <u>District 9</u>
---	--

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

Name: <u>Assemblymember Melissa Miller</u>	Representative District #: <u>District 20</u>
--	---

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

Name: <u>Senator Charles Schumer</u>	Congressional District #: <u>New York State</u>
<u>Senator Kirsten Gillibrand</u>	<u>New York State</u>
<u>Representative Kathleen Rice</u>	<u>District 4</u>

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

Name: <u>Nassau County Executive Laura Curran</u>	Member District #: <u>Nassau County</u>
<u>Nassau County Legislator Howard J. Kopel</u>	<u>District No. 7</u>
<u>Nassau County Legislator Denise Ford</u>	<u>District No. 4</u>
<u>Town of Hempstead Supervisor Laura A. Gillen</u>	<u>Town of Hempstead</u>
<u>Town of Hempstead Councilmember Bruce A. Blakeman</u>	<u>District No. 3</u>
<u>Town of Hempstead Councilmember Anthony P. Esposito</u>	<u>District No. 4</u>

5. Target Area Census Tract(s): _____

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: 11096) Target Area(s)

Name and Zip Code of Target Area: Inwood, NY 11096
 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: 40.868075 Longitude: -73.921581

(Approximate center of the Hamlet of Inwood)

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. If flood insurance is required, has the entity that will be required to carry it in perpetuity been informed of this requirement: X Yes No
11. Does the project encompass multiple counties: X Yes No
12. 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

13. 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

14. 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

15. 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

16. 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

17. Has an amendment to the Action Plan to include this project been submitted to HUD?

Yes; No;

18. 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

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

20. 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".)

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

Yes No

22. 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: _____

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

Yes No

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

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

Yes No

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

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

Yes No

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

26. Is this project receiving any Department of the Interior funds:

Yes No

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

BUDGET/COST SUMMARY FORM

PROJECT NAME: Five Towns Drainage Improvements – Inwood

(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	\$802,000.00	\$0.00	\$802,000.00	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) - Planning	\$0.00	\$0.00	\$0.00	
7. Project Delivery Costs	\$0.00	\$0.00	\$0.00	
8. Administration	\$0.00	\$0.00	\$0.00	
TOTAL	\$802,000.00	\$0.00	\$802,000.00	CDBG-DR

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/jdis/cdbg/Matrix%20Code%20Definitions.pdf>)

CDBG-DR PROGRAM TIME SCHEDULE						APPLICANT NAME: Town of Hempstead						
MILESTONES	Q 1 Jan – Mar '18	Q 2 Apr – Jun '18	Q 3 Jul – Sep '18	Q 4 Oct – Dec '18	Q 5 Jan – Mar '19	Q 6 Apr – Jun '19	Q 7 Jul – Sep '19	Q 8 Oct – Dec '19	Q 9 Jan – Mar '20	Q 10 Apr – Jun '20	Q 11 Jul – Sep '20	Q 12 Oct – Dec '20
Public Facilities and Improvements:												
a. Environmental Review					→							
b. Engineering-Design					→							
c. Bidding/Award						→						
d. Construction												
e. Closeout												

Provide the following dates:
*Required

*ERR Complete Date: 02/2019
Construction Start Date: 06/2019
*Construction End Date: 07/2020

Acquisition/Closing: N/A
Design Complete: 02/2019

ACTIVITY BENEFICIARY FORM

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

Project:
 Five Towns Drainage Improvements - Inwood

List name of each activity excluding Admin & Acquisition:

1) Public Facilities and Improvements

2)

3)

	#	%	#	%	#	%
Persons (total):	5,165					
Total LMI Income:	2,535	49.08%				
Low Income:	1,615	31.27%				
Owner (for Rehab activity only, i.e. hookups):						
Renter (for Rehab activity only, i.e. hookups):						
Moderate Income:	920	17.81%				
Owner (for Rehab activity only, i.e. hookups):						
Renter (for Rehab activity only, i.e. hookups):						
Medium Income:	1,120	21.68%				
Owner (for Rehab activity only, i.e. hookups):						
Renter (for Rehab activity only, i.e. hookups):						

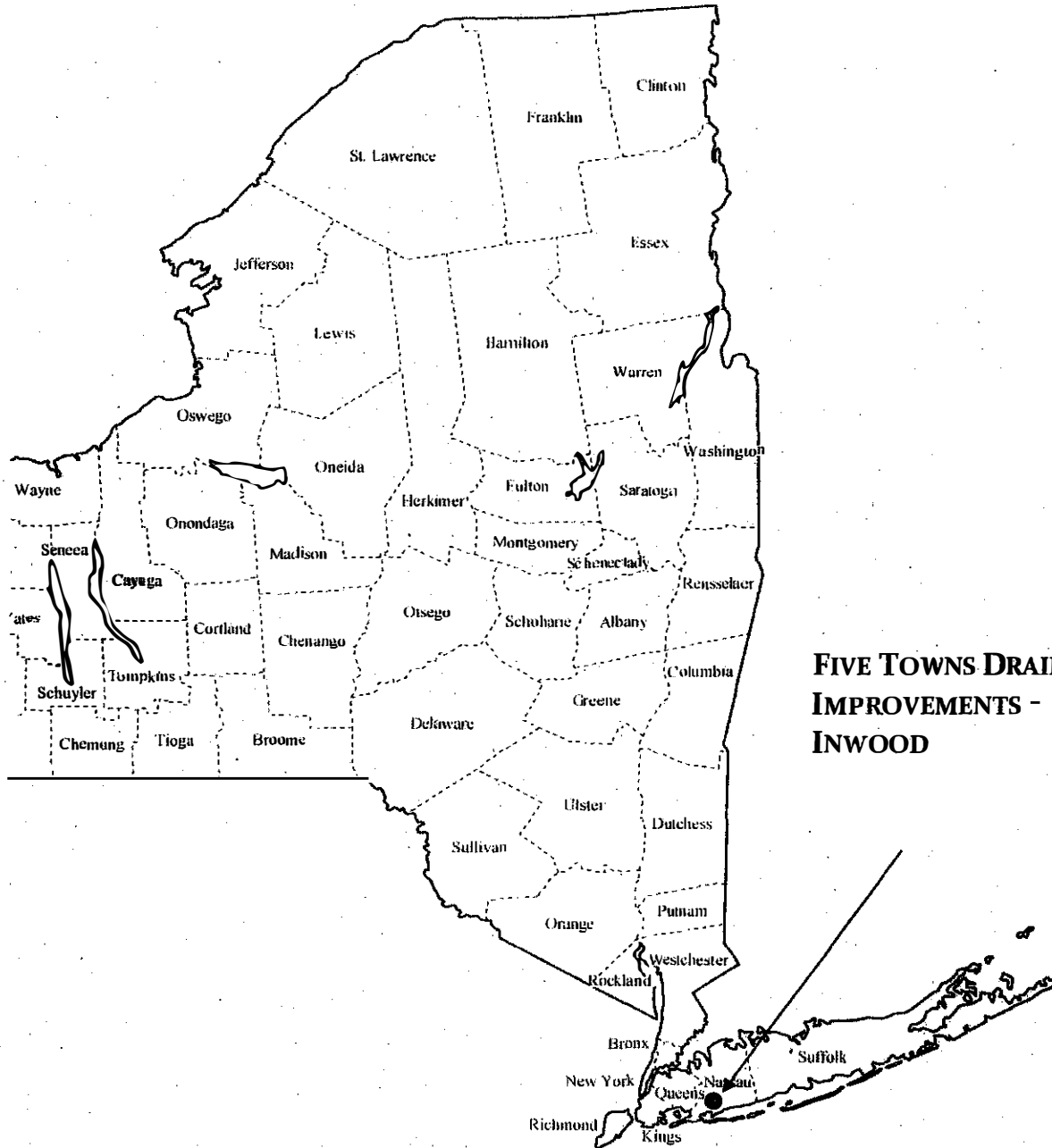
Race and Ethnicity	Percent (%)	Percent (%)
White:	47.08%	
Black or African American:	30.82%	
American Indian or Alaskan Native:	0.52%	
Asian:	3.19%	
Native Hawaiian or Other Pacific Islander:	0.00%	
Other:	18.39%	
Hispanic or Latino	36.59%	

Data Sources:

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

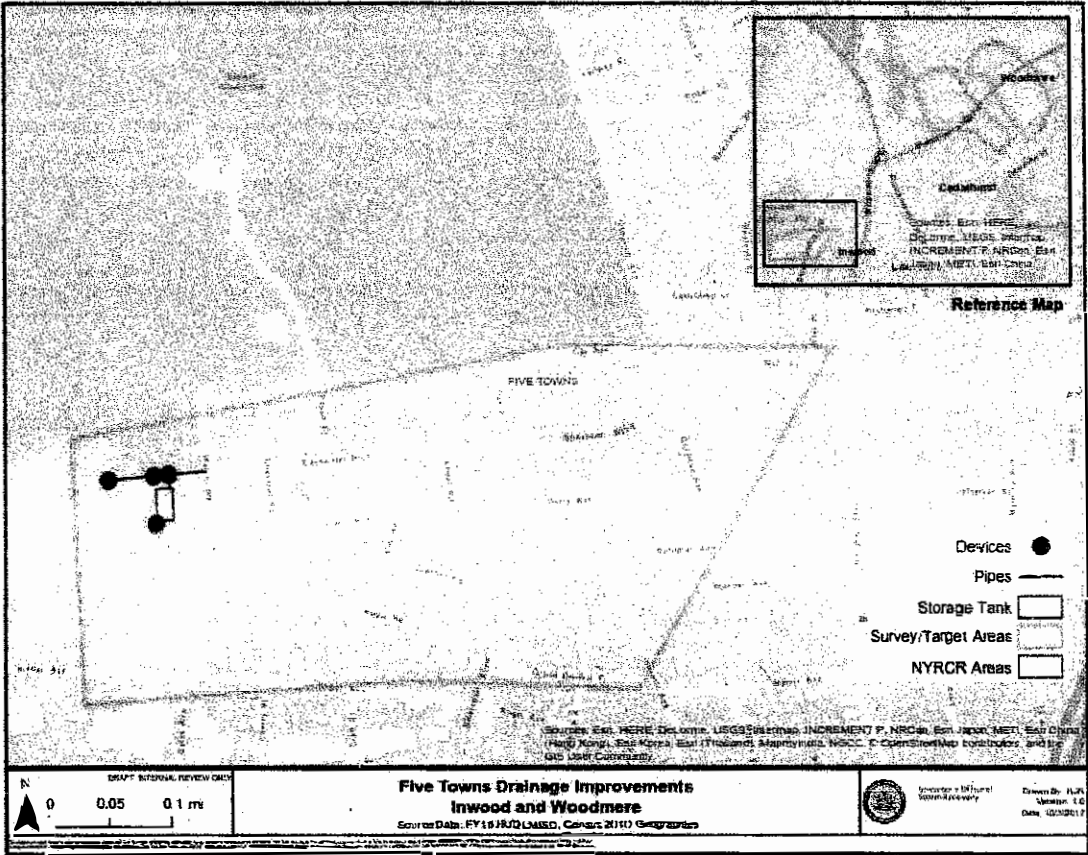
Percentages for race and ethnicity for area benefit activities were determined using the Census 2010 SF-1 100% data, Tables P3-Race, and P4-Hispanic or Latino Origin.

Vicinity Map



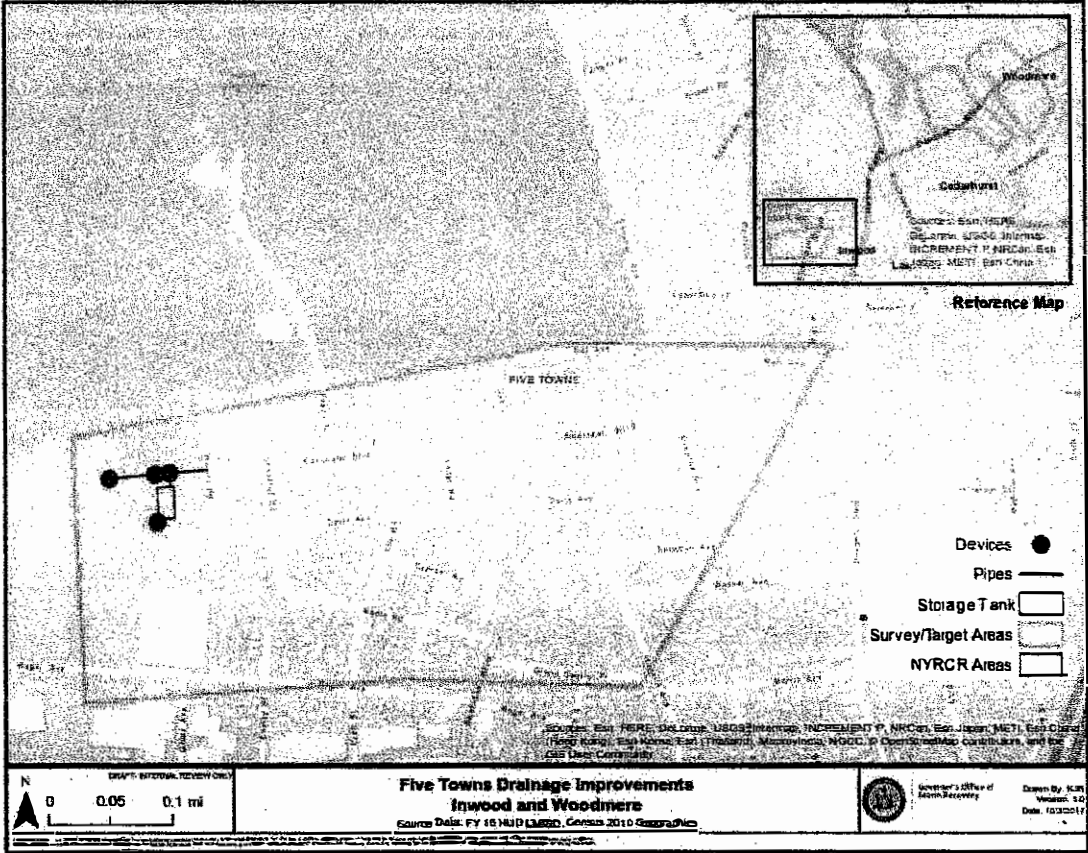
**FIVE TOWNS DRAINAGE
IMPROVEMENTS -
INWOOD**

Target Area Map¹



¹ Source: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri Japa, METI, Esri China.

Project Site Map²



² Source: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri Japa, METI, Esri China.

Project Description

Comprehensive Description:

The Town of Hempstead seeks to utilize CDBG-DR funding to undertake a portion of the Five Towns Drainage Improvements Project that will implement numerous storm water drainage improvements in the Five Towns communities. A comprehensive drainage study of the Five Towns community was completed by Nassau County. The study analyzed existing conditions and proposed improvement projects within the Five Towns communities. This project will be to design and construct improvements that were identified in the study. The Town of Hempstead will implement improvements in the Hamlet of Inwood and the improvements in the remaining Five Towns communities will be carried out by Nassau County in other project applications.

Nassau County's drainage study produced the following recommendations in the Hamlet of Inwood. The Town of Hempstead will design and construct a number of the recommendations listed below:

Hamlet of Inwood:

- Installation of backflow prevention devices at Bayswater Blvd. (N-1)
- Installation of a storage chamber to address stormwater runoff (N-1)

Project Context:

This project is based on a Drainage Improvement Study completed by Nassau County. The study identified performance gaps in the communities' drainage infrastructure, identified high priority areas, and developed preliminary designs of alternative solutions. In the proposed project, the Town of Hempstead will complete drainage improvements project in the Inwood community.

Beneficiaries/Public Benefit/Target Area:

The beneficiaries for this project include residents in the Hamlet of Inwood, with an approximate population of 2,414. Benefits include but are not limited to:

- **Risk Reduction and Increased Resiliency:** The drainage study identified deficiencies with the existing system and provided feasible alternatives to address the system deficiencies in order to reduce flooding and increase resiliency. The implementation of these projects would allow stormwater to dissipate faster, reducing vulnerability of assets in the vicinity of the project, thus enabling the community to recover quicker and to be more resilient during and after storm events. As such, it will secure locally significant stormwater infrastructure assets, including the pipes, outfalls, and Woodbine Ditch. The interconnectivity of the stormwater system would also result in a reduction of risk to all residents in Inwood.
- **Economic:** The addition of stormwater upgrades will positively impact Inwood's existing infrastructure by reducing erosion and strain on the stormwater infrastructure system. Improving

- stormwater system efficiency will reduce property damage and government expenditures for emergency response as a result of storm events.
- Health and Social: Stormwater improvements in this area may provide a benefit to the Inwood Fire Department, identified as a health and social services asset and located nearby on Doughty Boulevard.
- Environmental: Proposed upgrades to the stormwater infrastructure would reduce the risk of flooding in general for Inwood, helping to protect many environmental assets including parks, other natural areas, and open spaces, such as Inwood Park and town parcels of conserved/protected land. The upgrades would also filter out pollutants and reduce the volume of stormwater released into the area water bodies. Thus, it also would improve the water quality of area water resources such as Head of Bay and Motts Basin, helping to secure such assets and improve the overall habitat of the area. Sections of the northern shoreline of Inwood along Head of Bay have been designated by NYS Department of Environmental Conservation (NYSDEC) as a significant natural community for low salt marshes at Jamaica Bay. This significant natural asset would also benefit from the project.

Recovery Rationale:

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

- Superstorm Sandy
- Hurricane Irene

Superstorm Sandy overwhelmed the storm water drainage systems in Inwood. This project is tied to the storm in multiple ways. The communities' drainage system was overwhelmed, resulting in floodwaters that inundated homes, schools, and businesses. Streets were blocked by the flooding which prevented evacuations and emergency access. Moreover, the drainage system becomes overloaded on a regular basis during most storm events resulting in inadequate drainage of runoff and flooded streets. Streets and vital intersections become dangerous for travel due to stormwater backup and tidal flooding during high tide.

Hurricane Irene produced heavy rainfall, storm surge in coastal areas, as well as wind gusts in excess of hurricane force. Localized rainfall totals during Irene exceeded 10 inches in New York, with rainfall ranging from five to nine inches in Nassau County.

According to the National Oceanic and Atmospheric Administration (NOAA), the sustained winds at the time Superstorm Sandy came ashore were estimated at 80 mph. The broad wind field extended for hundreds of miles from the center, bringing damaging wind gusts and coastal surges. Although the primary cause of damage from Superstorm Sandy was storm surge, the storm also resulted in downed trees, damaged roofs, and damage to power lines throughout the Five Towns Community.

Inwood has a natural barrier protection from Grass Haddock Marsh, however the tidal surge from Jamaica Bay exceeded the height and limits of this marsh area. Tidal flooding occurred from Jamaica Bay flowing south, and Mott's Bay flowing east. Stormwater drains through the low points to the north

and west into the bay. Stormwater backs up into the low-lying areas regularly during heavy rains and high tides, as occurred during Superstorm Sandy and Hurricane Irene. Flooding occurred in the areas of Bayswater Blvd (where a number of improvements are recommended) as well as north-south roads in-between.

A Preliminary Drainage Improvements Study has been completed by Nassau County. This study identified performance gaps in the Communities' drainage infrastructure. The study also identified recommendations to be implemented. This project will directly improve community resiliency in future storm events and extreme tidal events by improving the Community's engineered storm water management and flood control systems, and mitigating flood risks for residents and businesses during major storms. The project will also address potential impact 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:

Construction will require excavation, disturbance of paved and landscaped areas, and potentially work in or adjacent to tidal wetland areas. 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 Town of Hempstead will be responsible for operations and maintenance.

Description of Acquisition Involved:

No acquisition is anticipated for the completion of this project. If during the design phase, it is determined that additional property or easements are needed, the Town of Hempstead will comply with the Uniform Relocation and Assistance Act (URA) in acquirement rights-of-way.

Mitigation Plan:

The project will reduce risk to public and private properties and infrastructure. The project will improve the Communities' natural and engineered storm water management and flood control systems, mitigate flood risks and improve water quality, thus building resiliency for the Communities during future floods.

Project implementation will result in reduced risk of chronic flooding associated with extreme high tides and storm events in residential and commercial areas within the target area, thus improving resiliency for these areas in the face of sea level rise and increasing frequency and intensity of extreme weather 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.”³

The Five Towns (March 2014)⁴ demonstrates that the project/activity meets the CDBG-DR national objective of *urgent need*.

³ Federal Register, Vol. 78, No. 43 issued Tuesday, March 5, 2013.

⁴ This project is based on the following project profile(s) from the Five Towns NYRCR Plan (March 2014): Inwood Stormwater Infrastructure Upgrades, pg. 130-132.

ARCHITECT/ENGINEER'S COST ESTIMATE

Estimated Number of Parcels to be Acquired: Not Applicable

Anticipated Approvals/Permits to be Acquired: Not Applicable

PROJECT BUDGET

FIVE TOWNS DRAINAGE IMPROVEMENTS - INWOOD	
Budget Line Item	
Design & Construction	\$802,000.00
Total Project Cost	

**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 1 Washington Street Hempstead, NY 11550	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 \$802,000.00
5. State the name and location (street address, City and State) of the project or activity: Inwood, Nassau County, NY, 11096	

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 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
<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 Section 1001 of Title 18 of the United 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)
-----------------	--------------------

Laura A. Gillen, Town of Hempstead Supervisor

Douglas Tuman, P.E., Esq.

Template Revised on: 3/1/17

LI Version 06/21/2017

Page 17

Department of Engineering

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: Five Towns Drainage Improvements – Inwood

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		
Other Federal Agencies (Describe)		
State Agencies		
Budgeted Program Participant Funds (Annual Budget)		

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

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.

Program Participant

Signature of Authorized Certifying Official

Printed Name of Authorized Certifying Official

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.

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:

Five Towns Drainage Improvements - Inwood

Activity: The Town of Hempstead is requesting Community Development Block Grant – Disaster Recovery (CDBG-DR) funding to design and construction stormwater drainage improvements in the Hamlet of Inwood.

Objective: The project will allow stormwater to dissipate faster, reducing vulnerability of assets in the vicinity of the project, thus enabling the community to recover quicker and to be more resilient during and after storm events.

Location: Inwood, Nassau County, NY

Amount: \$802,000.00 for Design and Construction costs.

A copy of the application will be available for review at [REDACTED] 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: [REDACTED]
[REDACTED]

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 ~~XXXXXX~~ 8 – ~~XXXXXX~~ 8 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:
LMI Calculation
to Support Activity Beneficiary Form

Five Towns Drainage Improvements - Inwood

LMI Calculation								
COUNTY NAME	GEOID	TRACT	BLKGRP	LOWMOD UNIV	LMI	MOD	LOW	MEDIUM
Nassau County	360594110005	411000	1	1450	550	210	340	400
Nassau County	360594110004	411000	1	1285	320	90	230	250
Nassau County	360594111004	411100	1	1455	1170	490	680	165
Nassau County	360594111003	411100	2	975	495	130	365	305
Total Population: 5165				5165	2535	920	1615	1120
Total LMI: 2535								
Total Percentage: 49.08%					49.08%	17.81%	31.27%	21.68%
					LMI	MOD	LOW	MEDIUM
White: 47.08%								
Black or African American: 30.82%								
American Indian or Alaskan Native: 0.52%								
Asian: 3.19%								
Native Hawaiian or Pacific Islander: 0.00%								
Other: 18.39%								
Hispanic or Latino: 36.59%								

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 FIVE TOWNS DRAINAGE IMPROVEMENTS- WOODMERE

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 Five Towns Drainage Improvements- Woodmere; 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 Five Towns Drainage Improvements be done and that this application be made to the State of New York; and

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor is hereby authorized to execute the application for funding for Five Towns Drainage Improvements- Woodmere, prepared on behalf of the State of New York CDBG- Disaster Recovery Program, dated January, 2018; and **BE IT FURTHER**

RESOLVED, that the Supervisor is hereby authorized to execute any additional documents or application amendments 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
TOWN OF HEMPSTEAD**

**NY STATE
CDBG-DISASTER RECOVERY PROGRAM**

**APPLICATION FOR FUNDING
FIVE TOWNS DRAINAGE IMPROVEMENTS - WOODMERE**

JANUARY 2018

PREPARED BY

**HUNT, GUILLOT, & ASSOCIATES, LLC
29 BROADWAY
SUITE 1610
NEW YORK, NEW YORK 10004
(646) 499-2888**

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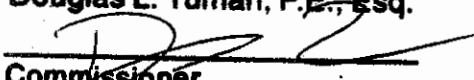
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General Description Form

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

<p>Applicant Name, Address, and Phone Number:</p> <p>Town of Hempstead One Washington Street Hempstead, NY 11550</p> <p>Phone: 516-489-5000 Fax: 516-489-0024</p>	<p>Project Name:</p> <p>Five Towns Drainage Improvements - Woodmere</p> <p>IMP.N.17b</p> <p>Project Address:</p> <p>Woodmere, Nassau County, NY 11598</p>
<p>Applicant's Contact Person Name, Address, Phone Number, Email Address, DUNS Number, and SAM CAGE Code Number.</p> <p>Doug Tuman Commissioner of Engineering Town of Hempstead Hempstead Town Hall 350 Front Street Hempstead, NY 11550</p> <p>Phone: 516-812-3484 Fax: 516-489-0024 Email: Dtuman@tohmail.org</p> <p>DUNS: 068035872 SAMS CAGE: 5UXN1</p>	<p>Name, Address, Phone Number and Email Address of HGA Administrative Consultant: (if applicable)</p> <p>Dwain Welcome Grant Manager NY Rising Community Reconstruction Program 500 Bi-County Blvd, Suite 300 Farmingdale, NY 11735 (718) 415 - 5930 dwelcome@stormrecovery.ny.gov</p> <hr/> <p>Name, Address, Phone Number and Email Address of GOSR Project Manager:</p> <p>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 Ivana.Harrington@stormrecovery.ny.gov</p>

Name, Address, Phone Number and Email Address of Architectural/Engineering Firm:		National Objective to be Addressed (check one). <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
Project Funds	Amount	Source and Status of Funds
CDBG-DR	\$921,000.00	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	\$921,000.00	CDBG-DR
Signature (Authorizing Official) and Date Signed		Typed Name/Title (Authorizing Official) Laura A. Gillen, Town Supervisor

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

Commissioner
Department of Engineering

SUPPLEMENTAL INFORMATION

Project Name: Five Towns Drainage Improvements – Woodmere

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

Name: <u>Senator Todd D. Kaminsky</u>	Senate District #: <u>District 9</u>
---	--

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

Name: <u>Assemblymember Melissa Miller</u>	Representative District #: <u>District 20</u>
--	---

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

Name: <u>Senator Charles Schumer</u>	Congressional District #: <u>New York State</u>
<u>Senator Kirsten Gillibrand</u>	<u>New York State</u>
<u>Representative Kathleen Rice</u>	<u>District 4</u>

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

Name: <u>Nassau County Executive Laura Curran</u>	Member District #: <u>Nassau County</u>
<u>Nassau County Legislator Howard J. Kopel</u>	<u>District No. 7</u>
<u>Nassau County Legislator Denise Ford</u>	<u>District No. 4</u>
<u>Town of Hempstead Supervisor Laura A. Gillen</u>	<u>Town of Hempstead</u>
<u>Town of Hempstead Councilmember Bruce A. Blakeman</u>	<u>District No. 3</u>
<u>Town of Hempstead Councilmember Anthony P. Esposito</u>	<u>District No. 4</u>

5. Target Area Census Tract(s): 411302, 411400, 411700

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: 11598) Target Area(s)

Name and Zip Code of Target Area: Woodmere, NY 11598

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: 40.637778 Longitude: -73.717638
(Approximate center of the Hamlet of Woodmere)

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. If flood insurance is required, has the entity that will be required to carry it in perpetuity been informed of this requirement: X Yes No
11. Does the project encompass multiple counties: X Yes No
12. 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

13. 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

14. 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

15. 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

16. 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

17. Has an amendment to the Action Plan to include this project been submitted to HUD?

Yes; No;

18. 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

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

20. 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".)

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

Yes No

22. 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: _____

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

Yes No

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

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

Yes No

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

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

Yes No

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

26. Is this project receiving any Department of the Interior funds:

Yes No

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

BUDGET/COST SUMMARY FORM

PROJECT NAME: Five Towns Drainage Improvements - Woodmere

(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	\$921,000.00	\$0.00	\$921,000.00	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) - Planning	\$0.00	\$0.00	\$0.00	
7. Project Delivery Costs	\$0.00	\$0.00	\$0.00	
8. Administration	\$0.00	\$0.00	\$0.00	
TOTAL	\$921,000.00	\$0.00	\$921,000.00	CDBG-DR

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/idis/cdbg/Matrix%20Code%20Definitions.pdf>)

HUD Matrix Code 03I – 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
	Oct - Dec '17	Jan - Mar '18	Apr - Jun '18	Jul - Sep '18	Oct - Dec '18	Jan - Mar '19	Apr - Jun '19	Jul - Sep '19	Oct - Dec '19	Jan - Mar '20	Apr - Jun '20	Jul - Sep '20
Public Facilities and Improvements:												
a. Environmental Review												
b. Engineering-Design												
c. Bidding/Award												
d. Construction												
e. Closeout												

Provide the following dates:
*Required

*ERR Complete Date: 03/2019
 Construction Start Date: 04/2019
 *Construction End Date: 03/2020

Acquisition/Closing: N/A
 Design Complete: 03/2019

ACTIVITY BENEFICIARY FORM

Community-Wide
 Target Area
 Limited-Clientele
 Combined

Project:

Five Towns Drainage Improvements - Woodmere

List name of each activity excluding Admin & Acquisition:

1) Public Facilities and Improvements - Woodmere (N-3)

2) Public Facilities and Improvements - Woodmere (N-5)

3)

	#	%	#	%	#	%
Persons (total):	6,075		9,355			
Total LMI Income:	1,395	22.96%	2,205	23.57%		
Low Income:	710	11.69%	1,010	10.80%		
Owner (for Rehab activity <u>only</u> , i.e. hookups):						
Renter (for Rehab activity <u>only</u> , i.e. hookups):						
Moderate Income:	685	11.28%	1,195	12.77%		
Owner (for Rehab activity <u>only</u> , i.e. hookups):						
Renter (for Rehab activity <u>only</u> , i.e. hookups):						
Medium Income:	765	12.59%	1,510	16.14%		
Owner (for Rehab activity <u>only</u> , i.e. hookups):						
Renter (for Rehab activity <u>only</u> , i.e. hookups):						

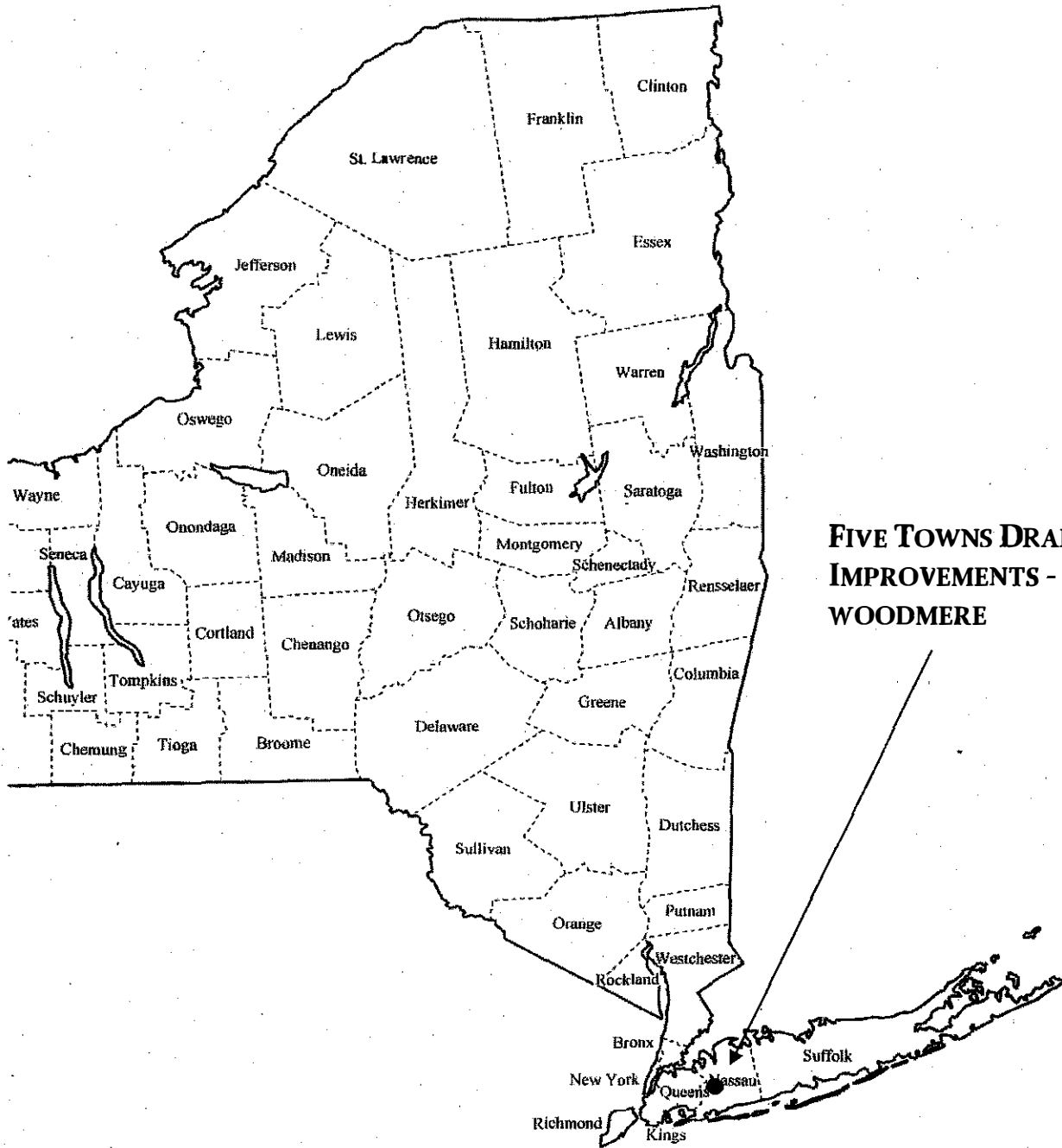
Race and Ethnicity	Percent (%)	Percent (%)	Percent (%)
White:	94.72%	88.52%	
Black or African American:	1.81%	2.81%	
American Indian or Alaskan Native:	0.08%	0.03%	
Asian:	2.16%	5.57%	
Native Hawaiian or Other Pacific Islander:	0.00%	0.03%	
Other:	1.23%	3.03%	
Hispanic or Latino	3.21%	7.01%	

Data Sources:

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

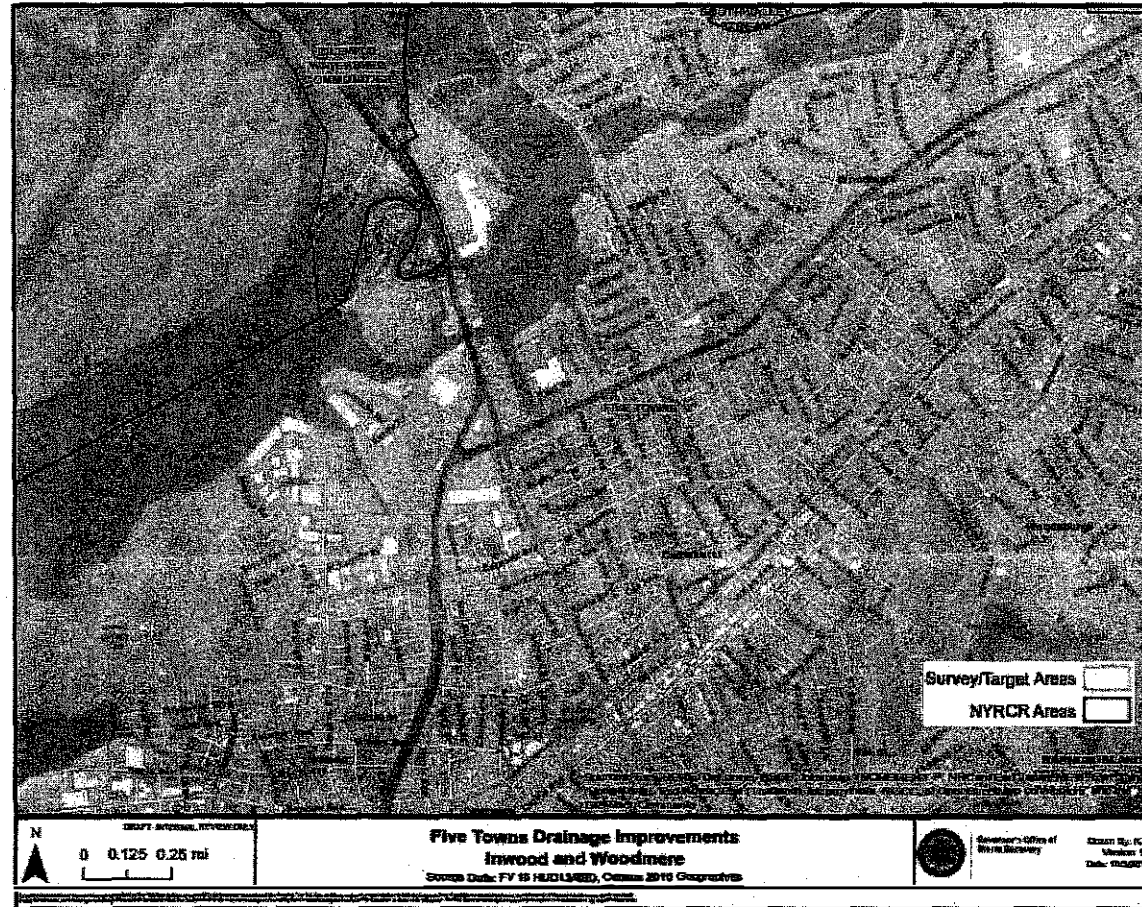
Percentages for race and ethnicity for area benefit activities were determined using the Census 2010 SF-1 100% data, Tables P3-Race, and P4-Hispanic or Latino Origin.

Vicinity Map



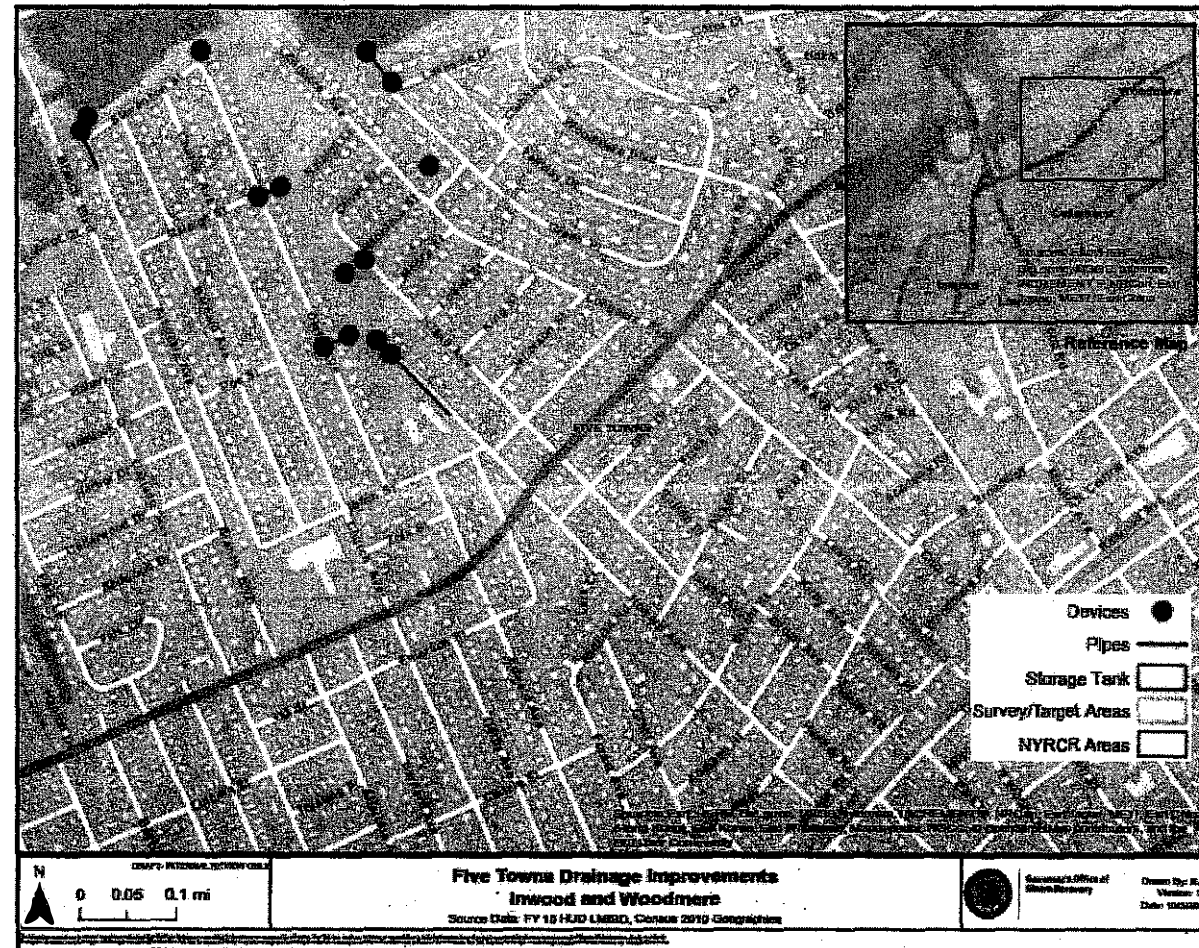
**FIVE TOWNS DRAINAGE
IMPROVEMENTS -
WOODMERE**

Target Area Map¹



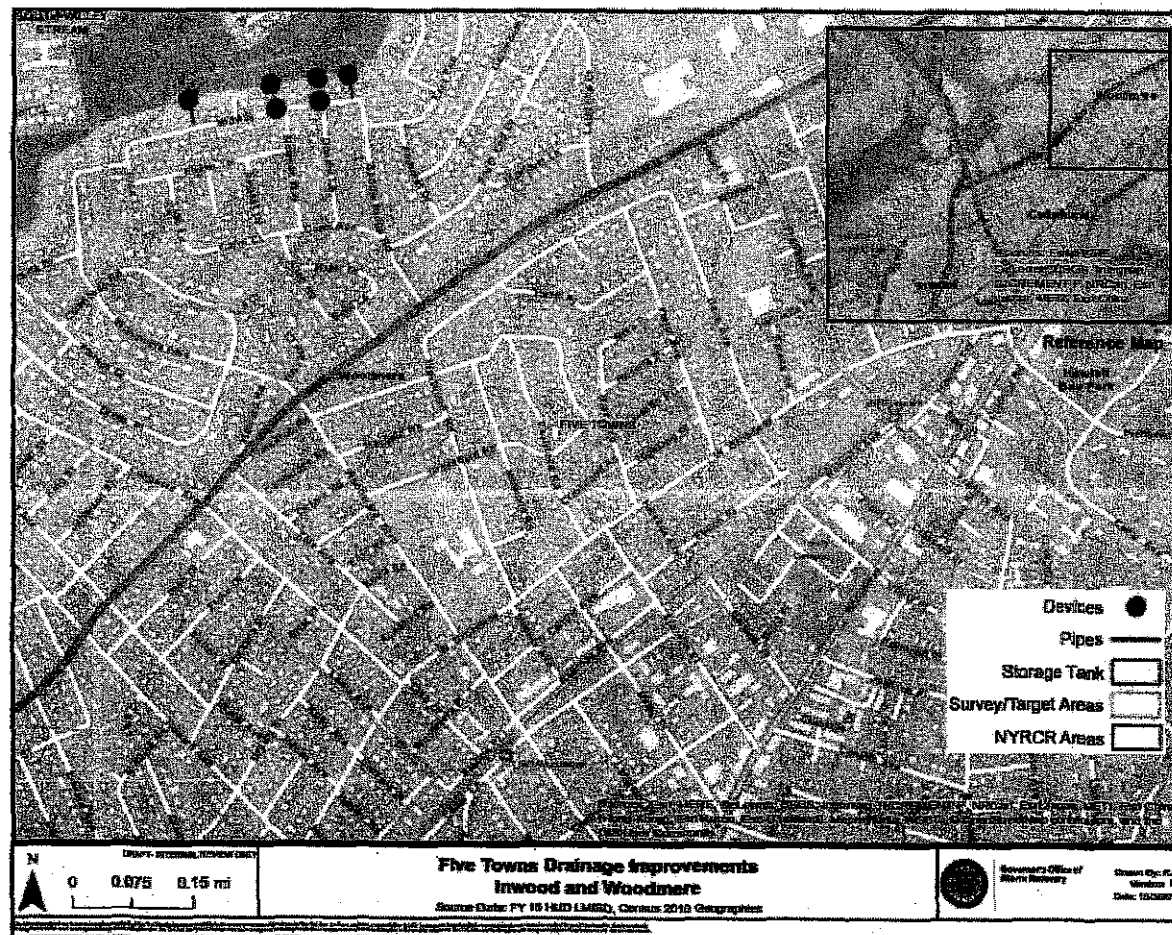
¹ Source: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri Japa, METI, Esri China

Woodmere (N-3) Project Site Map²



² Source: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri Japa, METI, Esri China

Woodmere (N-5) Project Site Map³



³ Source: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri Japa, METI, Esri China

Project Description

Comprehensive Description:

The Town of Hempstead seeks to utilize CDBG-DR funding to undertake a portion of the Five Towns Drainage Improvements Project that will implement numerous storm water drainage improvements in the Five Towns communities. The improvements were recommended in a comprehensive drainage study completed by Nassau County. The study analyzed existing conditions and proposed improvement projects within the Five Towns communities. The project will be to design and construct improvements that were identified in the study. The Town of Hempstead will implement improvements in the Hamlet of Woodmere.

Nassau County's drainage study produced the following recommendations in the Hamlet of Woodmere. The Town of Hempstead will design and construct a number of the recommendations listed below:

Hamlet of Woodmere

- Installation of backflow prevention devices at Cedar Point Lake (N-3)
- An increase in pipe capacity in numerous areas (N-5)

Project Context:

Nassau County completed a Preliminary Drainage Improvement Study. That deliverable has been completed by Nassau County. The study identified performance gaps in the communities' drainage infrastructure, identified high priority areas, and developed preliminary designs of alternative solutions. In the proposed project, the Town of Hempstead will complete the recommended drainage Improvements project in the Woodmere communities.

Beneficiaries/Public Benefit/Target Area:

The beneficiaries for this project include the residents of the Hamlet of Woodmere, with an approximate population of 17,000, and the residents and businesses located near Cedar Point Lake.

The Five Towns Drainage Study identified a number of storm water management system improvement projects. The projects will reduce flooding risk to residents, businesses, institutional facilities and emergency responders, thus strengthening the community's overall ability to recover following a major storm event. Benefits include but are not limited to:

- **Risk Reduction and Increased Resiliency:** Assets in Woodmere are susceptible to flooding because of poor drainage of precipitation through stormwater sewer system, inundation by seawater back flowing through the stormwater sewer system, and the generally low elevations in portions of the

community. The recommendations from the drainage study, when implemented, would reduce the vulnerability of assets in Woodmere by addressing these problems and thus reducing the frequency

and severity of flooding during precipitation events. The interconnectivity of the stormwater system would also result in a reduction of risk to all residents in Woodmere.

- **Economic:** The addition of stormwater drainage upgrades will positively affect Woodmere's existing infrastructure by reducing erosion and strain on the stormwater infrastructure system. Improving stormwater system efficiency will reduce property damage and government expenditures for emergency response as a result of storm events.
- **Health and Social:** This project can help with providing better access for emergency vehicles during and after flooding events. Also, it may improve the community's access to multiple health and social services assets such as the DRS Yeshiva High School, Woodmere Middle School, and the Hebrew Academy for Special Children. It will also secure environmental assets such as North Woodmere Park and Doxey Brook Park. Proposed improvements would also be expected to have beneficial effects on the water quality and condition of water resources in the area including Motts Creek, Doxey Brook, Cedar Point Lake, Hook Creek, and Lagoon, and Fosters Brook Lower, as well as aquatic and riparian habitats supported by these water bodies.

Recovery Rationale:

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

- Superstorm Sandy
- Hurricane Irene

Superstorm Sandy overwhelmed the storm water drainage systems in Woodmere. This project is tied to the storm in multiple ways. The communities' drainage system was overwhelmed, resulting in floodwaters that inundated homes, schools, and businesses. Streets were blocked by the flooding which prevented evacuations and emergency access. Moreover, the drainage system becomes overloaded on a regular basis during most storm events resulting in inadequate drainage of runoff and flooded streets. Streets and vital intersections become dangerous for travel due to stormwater backup and tidal flooding during high tide.

Hurricane Irene produced heavy rainfall, storm surge in coastal areas, as well as wind gusts in excess of hurricane force. Localized rainfall totals during Irene exceeded 10 inches in New York, with rainfall ranging from five to nine inches in Nassau County.

According to the National Oceanic and Atmospheric Administration (NOAA), the sustained winds at the time Superstorm Sandy came ashore were estimated at 80 mph. The broad wind field extended for hundreds of miles from the center, bringing damaging wind gusts and coastal surges. Although the primary cause of damage from Superstorm Sandy was storm surge, the storm also resulted in downed trees, damaged roofs, and damage to power lines throughout the Five Towns Community.

In Woodmere, flooding occurred from an approximately five-foot tidal surge that traveled through Jamaica Bay and into Motts Creek which intersects Woodmere. Low-lying areas were inundated with tidal and stormwater flooding, inundating nearly the majority of the hamlet from its northern border to Motts Creek and from Motts Creek south beyond Peninsula Blvd. Flooding occurs regularly in low-lying areas along Peninsula Blvd. during heavy rains and high tides, as experienced during Superstorm Sandy and Hurricane Irene.

A Preliminary Drainage Improvements Study has been completed by Nassau County. This study identified performance gaps in the Communities' drainage infrastructure. The study also identified recommendations to be implemented. This project will directly improve community resiliency in future storm events and extreme tidal events by improving the Community's engineered storm water management and flood control systems, and mitigating flood risks for residents and businesses during major storms. The project will also address potential impact 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:

Construction will require excavation, disturbance of paved and landscaped areas, and potentially work in or adjacent to tidal wetland areas. 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 Town of Hempstead will be responsible for operations and maintenance.

Description of Acquisition Involved:

No acquisition is anticipated for the completion of this project. If during the design phase, it is determined that additional property or easements are needed, the Town of Hempstead will comply with the Uniform Relocation and Assistance Act (URA) in acquirement rights-of-way.

Mitigation Plan:

The project will reduce risk to public and private properties and infrastructure. The project will improve the Communities' natural and engineered storm water management and flood control systems,

mitigate flood risks and improve water quality, thus building resiliency for the Communities during future floods.

Project implementation will result in reduced risk of chronic flooding associated with extreme high tides and storm events in residential and commercial areas within the target area, thus improving resiliency for these areas in the face of sea level rise and increasing frequency and intensity of extreme weather 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.”⁴

The Five Towns NYRCR Plan (March 2014)⁵ demonstrates that the project/activity meets the CDBG-DR national objective of urgent need.

⁴ Federal Register, Vol. 78, No. 43 issued Tuesday, March 5, 2013.

⁵ This project is based on the following project profile(s) from the Five Towns NYRCR Plan (March 2014): Stormwater Infrastructure Upgrades, pg. 154 – 156.

ARCHITECT/ENGINEER'S COST ESTIMATE

Estimated Number of Parcels to be Acquired: Not Applicable

Anticipated Approvals/Permits to be Acquired: Not Applicable

PROJECT BUDGET

FIVE TOWNS DRAINAGE IMPROVEMENTS - WOODMERE	
Design & Construction	\$921,000.00

**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 1 Washington Street Hempstead, NY 11550	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 \$921,000.00
5. State the name and location (street address, City and State) of the project or activity. Woodmere, Nassau County, NY, 11598	

Part I Threshold Determinations

- | | |
|--|--|
| 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 | 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
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
|--|--|

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 Section 1001 of Title 18 of the United 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)
-----------------	--------------------

Laura A. Gillen, Town of Hempstead Supervisor

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

[Signature]
Commissioner

Page 18

Template Revised on: 3/1/17

LI Version 06/21/2017

Department of Engineering

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: Five Towns Drainage Improvements - Woodmere

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

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.

Program Participant

Signature of Authorized Certifying Official

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

Printed Name of Authorized Certifying Official

Commissioner
Department of Engineering

Date

APPROVED

DIRECTOR OF PURCHASING

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

By [Signature] Date 2/6/18
KEVIN R. GONROY, CPA
TOWN COMPTROLLER

APPROVED AS TO FORM

Charles O. Heine
SENIOR DEPUTY TOWN ATTORNEY
DATE 1/31/18

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:

Five Towns Drainage Improvements - Woodmere

Activity: The Town of Hempstead is requesting Community Development Block Grant – Disaster Recovery (CDBG-DR) funding to design and construct drainage improvements in Woodmere.

Objective: The project will implement numerous storm water drainage in the Hamlet of Woodmere.

Location: Woodmere, NY 11598

Amount: \$921,000.00 for Design and Construction.

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:
[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**

2/2/18

The Application was advertised from ~~XX/XX/2018 - XX/XX/2018~~ in the following publications:

- Publication 1 *Long Island Business News*
- Publication 2

The following comments were received by the Town of Hempstead:

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

Appendix C:
LMI Calculation
to Support Activity Beneficiary Form

Five Towns Drainage Improvements - Woodmere N-3 LMI Calculation

LMI Calculation								
COUNTY NAME	GEOID	TRACT	BLKGRP	LOWMOD UNIV	LMI	MOD	LOW	MEDIUM
Nassau County	360594113025	411302	5	1345	110	95	15	180
Nassau County	360594113024	411302	4	1625	230	0	230	190
Nassau County	360594113023	411302	3	915	80	65	15	85
Nassau County	360594113022	411302	2	1075	465	320	145	160
Nassau County	360594114001	411400	1	1115	510	205	305	150
Total Population: 6075				6075	1395	685	710	765
Total LMI: 1395								
Total Percentage: 22.96%								
					22.96%	11.28%	11.69%	12.59%
					LMI	MOD	LOW	MEDIUM
White: 94.72%								
Black or African American: 1.81%								
American Indian or Alaskan Native: 0.08%								
Asian: 2.16%								
Native Hawaiian or Pacific Islander: 0.0%								
Other: 1.23%								
Hispanic or Latino: 3.21%								

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.

Five Towns Drainage Improvements – Woodmere N-5 LMI Calculation

LMI Calculation								
COUNTY NAME	GEOID	TRACT	BLKGRP	LOWMOD UNIV	LMI	MOD	LOW	MEDIUM
Nassau County	360594113021	411302	1	1510	405	390	15	245
Nassau County	360594113025	411302	5	1345	110	95	15	180
Nassau County	360594113023	411302	3	915	80	65	15	85
Nassau County	360594114002	411400	2	785	230	25	205	100
Nassau County	360594114001	411400	1	1115	510	205	305	150
Nassau County	360594114005	411400	5	1345	260	205	55	20
Nassau County	360594114003	411400	3	1030	205	130	75	300
Nassau County	360594117001	411700	1	1310	405	80	325	430
Total Population: 9355				9355	2205	1195	1010	1510
Total LMI: 2205								
Total Percentage: 23.57%								
					23.57%	12.77%	10.80%	16.15%
					LMI	MOD	LOW	MEDIUM
White: 88.52%								
Black or African American: 2.81%								
American Indian or Alaskan Native: 0.03%								
Asian: 5.57%								
Native Hawaiian or Pacific Islander: 0.03%								
Other: 3.03%								
Hispanic or Latino: 7.01%								

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 AUTHORIZING EMPLOYMENT OF WALDEN ENVIRONMENTAL ENGINEERING, PLLC FOR CONSULTING SERVICES PERTINENT TO THE TOWN OF HEMPSTEAD'S ELIGIBILITY FOR MUNICIPAL GRANTS

WHEREAS, the Commissioner of General Services deemed it necessary for the Town of Hempstead to explore and evaluate grant opportunities available for certain Municipalities; and

WHEREAS, the Commissioner of General Services deems it desirable and necessary to obtain the services of a consulting engineer for the purpose of pursuing the Town's eligibility for municipal grants; and

WHEREAS, Walden Environmental Engineering, PLLC having its principal offices located at 16 Spring Street, Oyster Bay, New York 11771 is duly qualified to perform said services and act as a consultant to the Town; and

WHEREAS, this Town Board after due deliberation, deems the above to be reasonable and in the best public interest; and

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board authorizes the sum of \$9,277.50 (Nine Thousand Two Hundred Seventy Seven Dollars and Fifty Cents) to be paid to Walden Environmental Engineering, PLLC for consulting services pertinent to the Town of Hempstead's eligibility for municipal grants with said payment to be charged against and paid out of the Department of General Services Fees and Services Account Number 010-001-1490-4151.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

27

Case #

25232

Adopted:

 offered the following resolution and
moved its adoption:

RESOLUTION AUTHORIZING REIMBURSEMENT
OF FEES FOR APPOINTMENT AS NOTARY
PUBLIC TO JOAN LANGONE, EMPLOYEE
OF THE TOWN ATTORNEY'S OFFICE.

WHEREAS, it is necessary that the Town Attorney's
Office have available at all times the services of a
person who is a certified notary public; and

WHEREAS, the Town Attorney requested the above
employee of the Town Attorney's Office to make
application for appointment by the State of New York to
be commissioned as a notary public until April 6, 2022,
at a fee of \$60.00; and

WHEREAS, the Town Attorney deemed it necessary and
in the public interest to have had said employee of the
Town Attorney's Office become commissioned and
certified as a notary public;

NOW, THEREFORE, BE IT

RESOLVED, that Joan Langone, employee of the Town
Attorney's Office, was authorized to apply for
appointment and certification as notary public and that
she should be reimbursed for their actual and necessary
fees in connection therewith, not to exceed an amount
of \$60.00, such reimbursement to be paid out of and
charged against Town Attorney's Office Expense Account
No. 010-001-1420-4040.

The foregoing resolution was adopted upon roll
call as follows:

AYES:

NOES:

Item # 28
Case # 21673

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING PAYMENT FOR COPY
MACHINE USE CHARGES FOR A KYOCERA COPIER
IN DEPARTMENT OF ENGINEERING, TOWN OF
HEMPSTEAD NASSAU COUNTY, N.Y. PURSUANT TO A
PREVIOUSLY EXECUTED LEASE AGREEMENT

WHEREAS, Kyocera Document Solutions and their authorized dealer, CCP Solutions, L.L.C. entered into a lease agreement with the Town of Hempstead Department of Engineering for a Kyocera TASKalfa ci copier, Resolution number 862-2016 adopted June 21, 2016; and

WHEREAS, the lease agreement states the price is \$338.52 per month for 39 months, for 2500 black and white pages per month, full service maintenance and all supplies. Color pages are to be billed via a tiered system as follows: tier 1, 0.025 per page, tier 2, 0.045 per page and tier 3, 0.069 per page; and

WHEREAS, CCP Solutions, L.L.C. bills the Department of Engineering on a bi-monthly basis for said color copy charges and the Commissioner of the Department of Engineering recommends payment of future invoices pursuant to the above referenced tier system, and

NOW, THEREFORE, BE IT

RESOLVED, that the Comptroller is authorized and directed to submit payment for all invoices submitted by CCP Solutions, L.L.C, 74 Marine Street Farmingdale, N.Y. 11735 for color copies in the Department of Engineering, Town of Hempstead, Nassau County, N.Y., and payments are to be made from the Department of Engineering Account Number 010-001-1440-4250.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 29
Case # 6317

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution
and moved its adoption as follows:

RESOLUTION AUTHORIZING PAYMENT OF
PROPERTY INSURANCE PREMIUM FOR LIDO
GOLF COURSE.

WHEREAS, the Town of Hempstead maintains property
insurance covering various town facilities; and

WHEREAS, the Town has recently added the Lido Golf
Club facility to its existing property insurance policy
generating an additional premium of \$4,398.00; and

WHEREAS, it is in the best interest of the town to
insure the Lido Golf Club and pay the additional premium;

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor is hereby authorized to
pay the additional premium of \$4,398.00 to Marsh U.S.A.
Inc., P.O. Box 417724, Boston, MA 02241-7724 from the
appropriate departmental account.

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:

RESOLUTION AUTHORIZING ACCEPTANCE OF A SOFTWARE SUPPORT AND MAINTENANCE AGREEMENT FROM HARRIS COMPUTER SYSTEMS FOR THE DEPARTMENT OF WATER'S WATER UTILITY BILLING PROGRAM.

WHEREAS, the Town of Hempstead Department of Water is now using a Water Utility Billing Program designed and implemented by Computer Software Incorporated; and

WHEREAS, Computer Software Incorporated has been taken over by Harris Computer Systems; and

WHEREAS, the Town of Hempstead currently processes water bills for over 37,000 accounts; and

WHEREAS, Harris Computer Systems in a proposal dated November 23, 2017 has offered to provide Software Support and Maintenance for the Department's Water Utility Billing Program covering the period January 1, 2018 through June 30, 2018 at a charge of \$4,512.36; and

WHEREAS, Harris Computer Systems in their proposal has also agreed to provide Water Utility Billing Program services at a rate of \$150.00 per hour during normal business hours and \$250.00 per hour outside of normal business hours; and

WHEREAS, the Commissioner of the Town of Hempstead Department of Water deems said proposal to be fair and reasonable and in the public interest.

NOW, THEREFORE, BE IT

RESOLVED, that the Commissioner of the Town of Hempstead Department of Water hereby is authorized to accept the proposal submitted by Harris Computer Systems, 1 Antares Drive, Suite 400, Ottawa, Ontario, K2E 8C4, Canada, dated November 23, 2017, and to make payment of \$4,512.36 for Software Support and Maintenance of the Department's Water Utility Billing Program covering the period January 1, 2018 through June 30, 2018 from Department of Water Account 500-006-8310-4040, Office Expense.

The foregoing resolution was adopted upon roll call as follows.

AYES:

NOES:

Item # 31
Case # 29734

Case No.

Resolution No.

Adopted

offered the following resolution and moved it's adoption as follows:

RESOLUTION ACCEPTING A LICENSE AGREEMENT WITH AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS (ASCAP) TO COMPLY WITH THE COPYRIGHT LAWS FOR ALL DEPARTMENTS IN THE TOWN OF HEMPSTEAD FOR THE MUSIC TO THE PUBLIC FOR A PERIOD OF 1 YEAR, FROM 1/1/18-12/31/18

WHEREAS, American Society of Composers, Authors and Publishers (ASCAP), PO Box 331608-7515, Nashville, TN 37203, has submitted a license agreement to comply with the Federal Copyright Laws for \$6284.00 annually; which is on file in the Office of the Town Clerk in the Town of Hempstead; and

WHEREAS, the said license agreement is found to be in the public interest and the rate of the aforesaid license agreement is deemed to be fair and responsible; and,

NOW, THEREFORE, BE IT

RESOLVED, that the proposed license agreement with American Society of Composers, Authors and Publishers (ASCAP), for the all departments in the Town of Hempstead be accepted; and BE IT FURTHER

RESOLVED, that the Supervisor be and is hereby authorized to accept said proposal by American Society of Composers, Authors and Publishers (ASCAP) for \$6284.00 annually, which is filed in the Office of the Town Clerk in the Town of Hempstead, and that payment of \$6284.00 annually to American Society of Composers, Authors and Publishers (ASCAP) be made from the General Fund Undistributed Account # 010-012-9000-4151, Fees and Services.

The foregoing resolution was adopted upon roll call as follows:

AYES :

NOES :

Item #

32

Case #

27265

LICENSE AGREEMENT - LOCAL GOVERNMENTAL ENTITIES

Agreement

between American Society of Composers, Authors and Publishers ("SOCIETY"), located at
2 Music Square West, Nashville, TN 37203

and Town Of Hempstead

("LICENSEE"), located at

1 WASHINGTON STREET HEMPSTEAD NY 11550

as follows:

1. Grant and Term of License

(a) ASCAP grants and LICENSEE accepts a license to perform publicly on the "Premises" and at "Events" and "Functions," and not elsewhere or otherwise, non-dramatic renditions of the separate musical compositions in the "ASCAP repertory." The performances licensed under this Agreement may be by means of "Live Entertainment" or "Mechanical Music". For purposes of this Agreement,

- (i) "LICENSEE" shall include the named entity and any of its constituent bodies, departments, agencies or leagues.
- (ii) "Mechanical Music" means music which is performed at the Premises by means other than by live musicians who are performing at the Premises, including, but not limited to (A) compact disc, audio record or audio tape players (but not including "jukeboxes"), (B) videotape, videodisc or DVD players; (C) the reception and communication at the premises of radio or television transmissions which originate outside the Premises; and which are not exempt under the Copyright Law; or (D) a music-on-hold telephone system operated by LICENSEE at the Premises.
- (iii) "Live Entertainment" means music that is performed at the Premises by musicians, singers or other performers.
- (iv) "Premises" means buildings, hospitals, airports, zoos, museums, athletic facilities, and recreational facilities, including, but not limited to, community centers, parks, swimming pools, and skating rinks owned or operated by LICENSEE and any site which has been engaged by LICENSEE for use by LICENSEE.
- (v) "ASCAP repertory" means all copyrighted musical compositions written or published by ASCAP members or members of affiliated foreign performing rights societies, including compositions written or published during the term of this Agreement and of which ASCAP has the right to license non-dramatic public performances.
- (vi) "Events" and "Functions" means any activity conducted, sponsored, or presented by or under the auspices of LICENSEE. Except as set forth in paragraph 2.(d) below, "Events" and "Functions" shall include, but are not limited to, aerobics and exercise classes, athletic events, dances and other social events, concerts, festivals, arts and crafts fairs, and parades held under the auspices of or sponsored or promoted by LICENSEE on the Premises.
- (vii) "Special Events" means musical events, concerts, shows, pageants, sporting events, festivals, competitions, and other events of limited duration presented by LICENSEE for which the "Gross Revenue" of such Special Event exceeds \$25,000 (as defined in paragraph 4.(d) below).

(b) This Agreement shall be for an initial term of one year, commencing January 1, 2018, which shall be considered the effective date of this Agreement, and continuing thereafter for additional terms of one year each. Either party may give notice of termination to the other no later than thirty (30) days prior to the end of the initial or any renewal term. If such notice is given, the agreement shall terminate on the last day of the term in which notice is given.

2. Limitations On License

(a) This license is not assignable or transferable by operation of law or otherwise. This license does not authorize LICENSEE to grant to others any right to perform publicly in any manner any of the musical compositions licensed under this agreement, nor does it authorize any public performances at any of the Premises in any manner except as expressly herein provided.

(b) This license does not authorize (i) the broadcasting, telecasting or transmission or retransmission by wire, internet, website or otherwise, of renditions of musical compositions in ASCAP's repertory to persons outside of the Premises, other than by means of a music-on-hold telephone system operated by LICENSEE at the Premises; and (ii) performances by means of background music (such as *Muzak*) or other services delivered to the Premises. Nothing in this paragraph shall be deemed to limit LICENSEE's right to transmit renditions of musical compositions in the ASCAP repertory to those who attend Events or Functions on the Premises by means of teleconferencing, videoconferencing or similar technology.

(c) This license is limited to non-dramatic performances, and does not authorize any dramatic performances. For purposes of this agreement, a dramatic performance shall include, but not be limited to, the following:

- (i) performance of a "dramatico-musical work" (as hereinafter defined) in its entirety;
- (ii) performance of one or more musical compositions from a "dramatico-musical work (as hereinafter defined) accompanied by dialogue, pantomime, dance, stage action, or visual representation of the work from which the music is taken;

- (iii) performance of one or more musical compositions as part of a story or plot, whether accompanied or unaccompanied by dialogue, pantomime, dance, stage action, or visual representation;
 - (iv) performance of a concert version of a "dramatico-musical work" (as hereinafter defined).
The term "dramatico-musical work" as used in this Agreement, shall include, but not be limited to, a musical comedy, opera, play with music, revue, or ballet.
- (d) This license does not authorize performances:
- (i) at any convention, exposition, trade show, conference, congress, industrial show or similar activity presented by LICENSEE or on the Premises unless it is presented or sponsored solely by and under the auspices of LICENSEE, is presented entirely on LICENSEE'S Premises, and is not open to the general public;
 - (ii) by or at colleges and universities;
 - (iii) at any professional sports event or game played on the Premises;
 - (iv) at any permanently situated theme or amusement park owned or operated by LICENSEE;
 - (v) by any symphony or community orchestra;
 - (vi) by means of a coin operated phonorecord player (jukebox) for which a license is otherwise available from the Jukebox License Office.

3. License Fee

- (a) In consideration of the license granted herein, LICENSEE agrees to pay ASCAP a license fee which includes the total of the "Base License Fee" and any applicable "Special Events License Fees", all of which shall be calculated in accordance with the Rate Schedule attached to and made part of this Agreement. For purposes of this Agreement,
- (i) "Base License Fee" means the annual fee due in accordance with Schedule A of the Rate Schedule and based on LICENSEE'S population as established in the most recent published U.S. Census data. It does not include any fees due for Special Events.
 - (ii) "Special Events License Fees" mean the amount due in accordance with Schedule B of the Rate Schedule when Special Events are presented by or on behalf of LICENSEE. It does not include any Base License Fees due.
 - (iii) LICENSEES who are legally organized as state municipal and/or county leagues or state associations of municipal and/or county attorneys shall be required to pay only the fee under Schedule C of the Rate Schedule. Such leagues or associations are not subject to Schedule A or Schedule B of the Rate Schedule. Fees paid by such leagues or associations do not cover performances of the municipality, county or other local government entity represented by the league or association. Schedule C fees are not applicable to municipal, county or other local government entities.

Unless otherwise limited by law, LICENSEE shall pay a finance charge of 1.5% per month from the due date, or the maximum amount permitted by law, whichever is less, on any required payment that it is not made within thirty days of its due date.

4. Reports and Payments

- (a) Upon the execution of this Agreement, LICENSEE shall submit:
- (i) a report stating LICENSEE'S population based on the most recent published U.S. Census data. The population set forth in the report shall be used to calculate the Base License Fee under this Agreement; and (ii) a report containing the information set forth in paragraph 4.(d) below for all Special Events that were presented between the effective date of this Agreement and the execution of this Agreement.
- (b) The Base License Fee for the first year of this Agreement and any license fees due for Special Events that were presented between the effective date of this Agreement and the execution of this Agreement shall be payable upon the execution of this Agreement.
- (c) Base License Fees for subsequent years shall be due and payable within 30 days of the renewal date of this Agreement and shall be accompanied by a statement confirming whether any Special Events were presented during the previous calendar year.
- (d) Ninety days after the conclusion of each Special Event, LICENSEE shall submit to ASCAP payment for such Special Event and a report in printed or computer readable form stating:
- (i) the date presented;
 - (ii) the name of the attraction(s) appearing;
 - (iii) the "Gross Revenue" of the event. "Gross Revenue" means all monies received by LICENSEE or on LICENSEE'S behalf from the sale of tickets for each Special Event. If there are no monies from the sale of tickets, "Gross Revenue" shall mean contributions from sponsors or other payments received by LICENSEE for each Special Event;
 - (iv) the license fee due for each Special Event.
- (e) If LICENSEE presents, sponsors or promotes a Special Event that is reportable under Rate Schedule B with another person or entity licensed under an ASCAP License Agreement, LICENSEE shall indicate the name, address, phone number and ASCAP account number of the other person(s) or entity(ies) and the party responsible for payment for such Special Event. If the other party is not licensed by ASCAP, LICENSEE shall pay the license fee due hereunder, notwithstanding any agreement to the contrary between LICENSEE and the other party.

(f) LICENSEE agrees to furnish to ASCAP, where available, copies of all programs of musical works performed, which are prepared for distribution to the audience or for the use or information of LICENSEE or any department thereof. The programs shall include all encores to the extent possible. LICENSEE shall be under no obligation to furnish programs when they have not been otherwise prepared.

(g) ASCAP shall have the right to examine LICENSEE'S books and records at LICENSEE'S place of business during normal business hours to such extent as may be necessary to verify the reports required by paragraph 4.(d) above. ASCAP shall have the right to adjust LICENSEE'S Base License Fee based upon the most recently available revised population figures and Population Estimates Program provided by the U.S. Census Department.

5. Breach or Default

Upon any breach or default by LICENSEE of any term or condition herein contained, ASCAP may terminate this license by giving LICENSEE thirty days notice to cure such breach or default, and in the event that such breach or default has not been cured within said thirty days, this license shall terminate on the expiration of such thirty-day period without further notice from ASCAP. In the event of such termination, ASCAP shall refund on a pro-rata basis to LICENSEE any unearned license fees paid in advance.

6. Interference in Operations

ASCAP shall have the right to terminate this license upon thirty days written notice if there is any major interference with, or substantial increase in the cost of, ASCAP'S operations as the result of any law in the state, territory, dependency, possession or political subdivision in which LICENSEE is located which is applicable to the licensing of performing rights. In the event of such termination, ASCAP shall refund to LICENSEE on a pro-rata basis any unearned license fees paid in advance.

7. Non-Discrimination

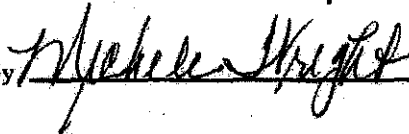
LICENSEE recognizes that ASCAP must license all similarly situated users on a non-discriminatory basis. LICENSEE agrees that any modifications to this Agreement by ASCAP, which are required by local, state or federal law for other municipalities, counties and other governmental entities shall not constitute discrimination between similarly situated users. Examples of such modifications are statements of equal employment opportunity or nondiscrimination on the basis of race, creed, color, sex or national origin.

8. Notices

ASCAP or LICENSEE may give any notice required by this Agreement by sending it by certified United States Mail, by generally recognized same-day or overnight delivery service or by electronic transmission (i.e., Mailgram, facsimile or similar transmission) to the appropriate person/office as listed herein. Each party agrees to notify the other of any change in contact information, such as change of address, change of person/office responsible, etc. within 30 days of such change.

AMERICAN SOCIETY OF COMPOSERS,
AUTHORS AND PUBLISHERS

LICENSEE Town Of Hempstead

By 

By _____

TITLE _____

(Fill in capacity in which signed: (a) If corporation, state corporate office held; (b) If partnership, write word "partner" under signature of signing partner; (c) If individual owner, write "individual owner" under signature.)



LOCAL GOVERNMENT ENTITIES

2018 Rate Schedule

SCHEDULE A: Base License Fee

Population Size			Base License Fee
1	to	50,000	\$348.00
50,001	to	75,000	\$694.00
75,001	to	100,000	\$835.00
100,001	to	125,000	\$1,113.00
125,001	to	150,000	\$1,391.00
150,001	to	200,000	\$1,808.00
200,001	to	250,000	\$2,224.00
250,001	to	300,000	\$2,643.00
300,001	to	350,000	\$3,060.00
350,001	to	400,000	\$3,478.00
400,001	to	450,000	\$3,892.00
450,001	to	500,000	\$4,312.00
500,001	and over		*** \$5,284.00

*** \$5,284.00 plus \$500 for each 100,000 of population above 500,000 to a maximum fee of \$69,531.00

SCHEDULE B: Special Events

The rate for Special Events shall be 1% of Gross Revenue.

"Special Events" means musical events, concerts, shows, pageants, sporting events, festivals, competitions, and other events of limited duration presented by LICENSEE for which the "Gross Revenue" of such Special Event exceeds \$25,000.

"Gross Revenue" means all monies received by LICENSEE or on LICENSEE'S behalf from the sale of tickets for each Special Event. If there are no monies from the sale of tickets, "Gross Revenue" shall mean contributions from sponsors or other payments received by LICENSEE for each Special Event.

SCHEDULE C: State Municipal and/or County Leagues or State Associations of Attorneys

The annual license fee for LICENSEES who are legally organized as state municipal and/or county leagues or state associations of municipal and/or county attorneys shall be \$348.00.

License Fee for Year 2019 and Thereafter

For each calendar year commencing 2019, all dollar figures set forth in Schedules A, B and C above (except for \$500 add-on for populations of 500,001 or more) shall be the license fee for the preceding calendar year, adjusted in accordance with the increase in the Consumer Price Index - All Urban Consumers (CPI-U) between the preceding October and the next preceding October. Any additional license fees due resulting from the CPI adjustment shall be payable upon billing by ASCAP.

ASCAP

Toll Free: 1-800-505-4052 Fax: 615-691-7795

Epayment Websites: <http://www.ascap.com/mylicense> or <http://www.ascap.com>



LOCAL GOVERNMENT ENTITIES 2018 Report Form

Account Number: 500638856

Premise Name: Town Of Hempstead

SCHEDULE A: Base License Fee (Due upon execution of Agreement and within 30 days of the Agreement's Renewal Date.)

Population Size:
(Per current U.S. Census Data)

Base License Fee: \$
(Please refer to Rate Schedule)

SCHEDULE B: Special Events* (Report and Payment due 90 days after the conclusion of each Special Event)

Event Date (mm/dd/yyyy)	Performers or Groups Appearing	Gross Revenue of Event (USD)	Applies to Gross Revenue	Event Fee	A Program or Musical Work Announced	Name of Event
			x	.01 \$	<input type="radio"/> Yes <input type="radio"/> No	Name: <input type="text"/> Address: <input type="text"/> Phone No.: <input type="text"/> Account Number: <input type="text"/>
			x	.01 \$	<input type="radio"/> Yes <input type="radio"/> No	Name: <input type="text"/> Address: <input type="text"/> Phone No.: <input type="text"/> Account Number: <input type="text"/>
			x	.01 \$	<input type="radio"/> Yes <input type="radio"/> No	Name: <input type="text"/> Address: <input type="text"/> Phone No.: <input type="text"/> Account Number: <input type="text"/>

***Special Events* means musical events, concerts, shows, pageants, sporting events, festivals, competitions, and other events of limited duration presented by LICENSEE for which the "Gross Revenue" of such Special Event exceeds \$25,000.

***Gross Revenue* means all monies received by LICENSEE or on LICENSEE'S behalf from the sale of tickets for each Special Event. If there are no monies from the sale of tickets, "Gross Revenue" shall mean contributions from sponsors or other payments received by LICENSEE for each Special Event.

SCHEDULE C: State Municipal and/or County Leagues or State Associations of Attorneys

Report Year:

Annual License Fee: \$348.00 (Due within 30 days of Renewal Date.)

Total Fees Reported From Any or All of Schedules A, B or C: \$

Contact Person & Title:

Phone Number: - - Ext: Fax Number: - -

Email: Website:

I certify the above information is true and correct.

Dated: / / Signature:

ASCAP Toll Free: 1-800-505-4052 Fax: 615-891-7795
 Epayment Websites: <http://www.ascap.com/mylicense> or <http://www.ascap.com>



ASCAP

DISCLOSURE STATEMENT

This is notice that, in compliance with Sec. 31.04.2 of the New York Arts and Cultural Affairs Law:

(1) The performing rights license agreement you have been offered by the American Society of Composers, Authors and Publishers (ASCAP) contains a schedule of the rates and terms of royalties under that contract;

(2) At your request, you have the opportunity to review the most current available list of the members of ASCAP;

(3) ASCAP will make available, upon your written request (or that of bona fide trade associations representing groups of proprietors as defined by the statute), and at your (or the trade association's) sole expense, by electronic means or otherwise, the most current available listing of the copyrighted musical works in the ASCAP repertory;

(4) ASCAP has a toll-free telephone number, 1-800-450-4223, which you can use to inquire regarding specific musical works and the copyright owners represented by ASCAP; and

(5) ASCAP complies with federal law and orders of courts having appropriate jurisdiction regarding the rates and terms of royalties and the circumstances under which licenses for rights for public performances are offered to any proprietor.

You may obtain *gratis* the most current available list of ASCAP's members by written request to ASCAP, PO Box 331608-7515, Nashville, TN 37203-9998, Attention: John Johnson.

Information about ASCAP's members and the musical works in the ASCAP repertory can be obtained in a variety of ways. Separate databases of works that have been registered with ASCAP since January 1, 1991, or identified in ASCAP's surveys of performed works since January 1, 1978, are available online at the ASCAP Web Site, www.ascap.com (access the "ACE Database of Musical Titles" to determine whether particular songwriters or specific songs are in the ASCAP repertory). Data similar to that contained in the ACE Database is also available on DVD-ROM and is available free of charge by written request to ASCAP, One Lincoln Plaza, New York, NY 10023, attn: Director of Repertory. More comprehensive records of the titles, dates of U.S. Copyright registration (if any), writers and current publishers or other copyright owners of all known works in the ASCAP repertory are available for public inspection at ASCAP's New York office during regular business hours. A printed current list of ASCAP members can be obtained *gratis* by written request to ASCAP, PO Box 331608-7515, Nashville, TN 37203-9998, attn: John Johnson. A computer-generated listing of copyrighted musical works in the ASCAP repertory may also be obtained by written request addressed to Mr. Johnson at a cost of \$2200.00 plus shipping and handling (the listing is over 10,000 pages in length). You can also call or write to us for information as to specific works: (800) 95-ASCAP; or, at our New York address, attn: Repertory Dept. -- Clearance Section.

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution
and moved its adoption as follows:

RESOLUTION AUTHORIZING THE PAYMENT
OF ANNUAL FEES TO ISO SERVICES, INC.
FOR MEDICARE SECONDARY REPORTING.

WHEREAS, by Resolution No. 386-2010, as amended, an agreement was approved with ISO Services, Inc., also known as ISO Claimsearch, (ISO), for mandatory medicare secondary reporting as required by the United States Centers for Medicare and Medicaid Services (CMS); and

WHEREAS, ISO has presented a 2018 annual fee schedule to provide these mandatory required services; and

WHEREAS, such pricing schedule includes Annual Membership Fees of \$1,100.00 (Annual Claimsearch Participation Fees), and annual reporting fees of \$550.00 (CMS Reporting Fee); and

WHEREAS, it is in the best interest of the Town to continue the agreement with ISO at the above pricing schedule to comply with mandatory CMS reporting requirement;

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor is hereby authorized to pay the annual fees of \$1,100.00 and \$550.00 to ISO Services, Inc., General Post Office, P.O. Box 27508, New York, New York from Account No. 010-012-9000-4151.

AYES:

NOES:

Item #

33

Case #

7433

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution

and moved its adoption:

RESOLUTION AUTHORIZING THE TOWN OF HEMPSTEAD TO WAIVE THE ADOPTION FEES ON SHELTER DOGS AND CATS "TAILS OF LOVE" SHELTER ADOPTION EVENT ON SATURDAY AND SUNDAY, FEBRUARY 10 AND 11, 2018

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

WHEREAS, the Town of Hempstead had waived the adoption fees of shelter dogs and cats for Saturday and Sunday, February 10 and 11, 2018; and

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

NOW, THEREFORE, BE IT

RESOLVED, that the fees waived for adoption for all animals adopted from the Town of Hempstead Animal Shelter for Saturday and Sunday, February 10 and 11, 2018 is hereby ratified and confirmed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

34

Case #

21646

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution

And moved its adoption:

RESOLUTION AMENDING RESOLUTION #484-2017 INCREASING FUNDING FOR OFF-SITE VETERINARY SERVICES FOR THE TOWN OF HEMPSTEAD ANIMAL SHELTER AND TO MAKE PAYMENT TO NVA, CVA LLC DBA CENTRAL VETERINARY ASSOCIATES

WHEREAS, the Town Board adopted Town Board Resolution # 484-2017 on April 4, 2017 increasing funding to NVA, CVA LLC DBA Central Veterinary Associates; and

WHEREAS, it is necessary to further increase funding to NVA, CVA LLC DBA Central Veterinary Associates, P.C. by One Hundred Thirty Five Thousand Dollars (\$135,000.00) for an amount not to exceed One Hundred Eighty Three Thousand Three Hundred Forty Dollars (\$183,340.00) to pay for additional expenses for Off Site Veterinary Services; and

WHEREAS, it has been deemed that this is a reasonable change in the best public interest and all aspects of the prior contract will remain in full effect; and

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board is authorized to make payments to NVA, CVA LLC DBA Central Veterinary Associates, P.C. for off-site veterinary services benefiting animals located at 73 West Merrick Road, Valley Stream, NY 11580 in an amount not to exceed One Hundred Eighty Three Thousand Three Hundred Forty Dollars (\$183,340.00) from which services will be paid against the Animal Shelter Health Account Number 010-002-3510-4900.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

35

Case #

21646

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution

And moved its adoption:

RESOLUTION AMENDING RESOLUTION #1153-2017,
TO INCREASE FUNDING FOR OFF-SITE VETERINARY
SERVICES FOR THE TOWN OF HEMPSTEAD ANIMAL
SHELTER AND TO MAKE PAYMENT TO PORTER VET
SERVICES PC DBA NEW YORK VET SPECIALITY CENTER

WHEREAS, the Town Board adopted Town Board Resolution # 1153-2017
on August 8, 2017 increasing funding to Porter Vet Services PC DBA New York
Veterinary Specialty Center; and

WHEREAS, it is necessary to further increase funding to Porter Vet Services PC
DBA New York Veterinary Specialty Center by Thirty Thousand Dollars
(\$30,000.00) for an amount not to exceed Eighty Five Thousand Dollars
(\$85,000.00) to pay for additional expenses for Off Site Veterinary Services; and

WHEREAS, it has been deemed that this is a reasonable change in the best public
interest and all aspects of the prior contract will remain in full effect; and

NOW THEREFORE, BE IT

RESOLVED, that the Town Board is authorized to make payments to Porter Vet
Services PC DBA New York Veterinary Specialty Center for off-site veterinary
services benefiting animals located at 2233 Broadhollow Road, Farmingdale, New
York 11735 in an amount not to exceed Eighty Five Thousand Dollars
(\$85,000.00) from which services will be paid against the Animal Shelter Health
Account Number 010-002-3510-4900.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

36

Case #

21646

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution

And moved its adoption:

RESOLUTION AUTHORIZING ACCEPTANCE OF
CONTRACT #79A-2017 FOR YEARLY REQUIREMENTS
FOR DIAGNOSTIC SERVICES FOR ANIMAL SHELTER
DIVISION, DEPARTMENT OF GENERAL SERVICES,
TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK

WHEREAS, the Director of Purchasing, after due advertisement for bids, received one bid for Yearly Requirements for Diagnostic Services for Animal Shelter Division, Department of General Services, Town of Hempstead, Nassau County, New York, commencing upon award for a period of three years; and

WHEREAS, the following bid was received, examined and reviewed by the Director of Purchasing:

Animal Specialty Labs
d/b/a/Bloodhound Laboratories
3250 Veterans Highway
Bohemia, New York 11716

Fee Schedule attached

WHEREAS, the Commissioner of the Department of General Services recommends the acceptance of the bid submitted by Animal Specialty Labs, d/b/a Bloodhound Laboratories, 3250 Veterans Highway, Bohemia, New York 11716, for Yearly Requirements for Diagnostic Services for Animal Shelter Division, Department of General Services, Town of Hempstead, Nassau County, New York, commencing upon award for a period of three years; and

WHEREAS, the Town Board, after due deliberation, deems the bid submitted by Animal Specialty Labs, d/b/a Bloodhound Laboratories, to be reasonable and in the best public interest; and

NOW, THEREFORE, BE IT

Item #

37

Case #

21646

RESOLVED, that upon execution of the contract by the successful bidder, and submission of the required performance bond and insurance, and approval thereof by the Town Attorney, the Comptroller be and he hereby is authorized to accept the above stated bid on behalf of the Town of Hempstead; 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 Office of the Town Clerk with the contract; and

BE IT FURTHER

RESOLVED, that the Town Board is authorized to accept the above stated bid on behalf of the Town of Hempstead with payments to be made from Account Number 010-002-3510-4900, Animal Shelter Health Account.

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 AUTHORIZING AN EXTENSION OF THE AGREEMENT BETWEEN THE TOWN OF HEMPSTEAD AND MILLIMAN, INC. FOR ACTUARIAL SERVICES IN CONNECTION WITH POSTEMPLOYMENT BENEFITS OTHER THAN PENSIONS FOR THE FISCAL YEAR ENDED DECEMBER 31, 2017

WHEREAS, an actuarial valuation of the Town of Hempstead's liability for post-employment benefits other than pensions is required for the Town's general purpose financial statements; and

WHEREAS, after soliciting bids for actuarial consulting services the firm of Milliman, Inc. was retained to calculate the Town's actuarial liability for post-employment benefits other than pensions for the fiscal year ended December 31, 2007; and

WHEREAS, by Resolution No. 545-2009 adopted April 14, 2009, Resolution No. 1139-2011 adopted October 4, 2011, and Resolution No. 1349-2015 adopted November 10, 2015, the agreement between the Town of Hempstead and Milliman, Inc. was extended to include the fiscal years ended December 31, 2008 through December 31, 2016; and

WHEREAS, the Town Comptroller recommends that Milliman, Inc. be retained to perform the required actuarial valuation for the fiscal year ended December 31, 2017;

NOW THEREFORE, BE IT RESOLVED that the agreement between the Town of Hempstead and Milliman, Inc., One Pennsylvania Plaza, 38th Floor, New York, New York 10119, to calculate the Town's actuarial liability for post-employment benefits other than pensions, is hereby extended to include the fiscal year ended December 31, 2017; and

IT IS FURTHER RESOLVED that the fee for said actuarial valuation shall be paid from General Fund Account No. 010-012-9000-4151 in accordance with the terms and conditions of the revised Schedule A: Description of Services to be provided to the Town of Hempstead Related to Other Postemployment Benefits, dated February 13, 2018.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

38

Case #

6085

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION ACCEPTING A PROPOSAL AND AUTHORIZING THE
EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH WALTER
OSTROSKE FOR THE OPERATION OF THE PRO SHOP
AND GOLF INSTRUCTION SERVICES AT THE LIDO GOLF CLUB,
255 LIDO BLVD., LIDO BEACH, NY

WHEREAS, the Department of Parks and Recreation issued a "Request For Proposals" ("RFP") from qualified golf professionals to enter into a professional services agreement to manage and operate the Pro Shop as well as provide golf instruction services at the Lido Golf Club and one proposal was submitted pursuant to such RFP; and

WHEREAS, the Commissioner of the Department of Parks and Recreation has reviewed the one proposal submitted by the following individual:

Walter Ostroske
2347 6th Street
East Meadow, NY 11554

and

WHEREAS, the Commissioner of the Department of Parks and Recreation has determined that Walter Ostroske, a PGA Golf Professional, Life Member, is fully capable of supplying to the public adequate and proper golf professional services and further recommends to this Town Board that the Town retain the professional golf services of Walter Ostroske at the Lido Golf Club; and

WHEREAS, Mr. Ostroske has agreed to pay the Town annual fees ranging from \$4,000.00 to \$4,410.00 during the course of the initial 3 year term of the professional services agreement in consideration for the privilege of providing golf instruction services at Lido Golf Club.

NOW, THEREFORE, BE IT

RESOLVED, that the Commissioner of the Department of Parks and Recreation be and he is hereby authorized to execute a professional services agreement with Walter Ostroske for the management and operation of the golf pro shop and to further provide golf instruction services at the Lido Golf Club for an initial term commencing as of January 1, 2018 and terminating on December 31, 2020;

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

39

Case #

19741

**TOWN OF HEMPSTEAD
DEPARTMENT OF PARKS & RECREATION
INTER - DEPARTMENTAL MEMO**

To: Rebecca Sinclair, Executive Assistant
From: Philip R. Brookmeyer, Counsel to Commissioner
Date: February 13, 2018
Re: Resolution Authorizing Commissioner to Execute a Professional Services Agreement
With Walter Ostroske

The attached Town Board Resolution is being forwarded for consideration in conjunction with the request of the Department of Parks & Recreation to have the Town enter into a initial 3- year term (January 1, 2018-December 31, 2020) Professional Services Agreement with Walter Ostroske in order to have Mr. Ostroske manage the pro shop and provide golf instruction services at Lido Golf Club. As you may be aware, Mr. Ostroske is currently under contract with the Town to provide similar professional golf services at Merrick Golf Course where he has admirably performed such services for many years and has additionally been providing these same services at Lido Golf Club on a short term contract which expired on December 31, 2017.

Mr Ostroske was the only golf professional who submitted a Proposal in response to a duly published "Request for Proposals". A copy of the Professional Services Agreement duly executed by Mr. Ostroske is attached.

Thank you as always for your assistance and please do not hesitate to contact me if you have any follow up questions. It is respectfully requested that this Resolution be placed on the next available Town Board Calendar.



Philip R. Brookmeyer
Counsel to Commissioner

Cc: Daniel Lino, Commissioner

**LIDO GOLF CLUB
LIDO BEACH, NEW YORK**

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

THIS AGREEMENT (hereinafter referred to as the "Agreement" or the "Professional Services Agreement") is made as of this 1st day of January, 2018, by and between the Town of Hempstead, hereinafter called the ("Town"), a municipal corporation of the State of New York, located in the County of Nassau, acting by and through the Commissioner, hereinafter called the ("Commissioner"), of the Town of Hempstead's Department of Parks and Recreation, hereinafter called the ("Department"), having its principal office at 200 Franklin Street, Hempstead, NY 11550, and Walter Ostroske, an individual, sole proprietor and an independent contractor, with his usual place of business at 2347 6th Street, East Meadow, NY 11554 hereinafter called the ("Golf Pro").

WHEREAS, the Town is the owner of a public recreation facility, which includes a 18-hole Robert Trent Jones designed municipal golf course, Clubhouse containing a Pro Shop, Driving Range, Putting Green and car-parking spaces, collectively known as the Lido Golf Club (the "Golf Course"). It is further understood that the area subject to this Agreement is restricted to the Golf Course. Said facilities are situated on the land and generally described in Exhibit A, attached hereto and incorporated herein by reference;

WHEREAS, it is the desire and intent of the Town and the Golf Pro that this Agreement shall constitute a Professional Services Agreement and because the parties wish to resolve any and all questions concerning the intent and purpose of this Agreement, it is hereby stated and stipulated that the Golf Pro is not a lessee of the Pro Shop and Golf Driving Range, or any part of or the whole of the Golf Course. This Agreement constitutes Professional Services arrangement for the purpose of managing the operation of The Pro Shop and providing golf instructional services to the patrons on the Driving Range and the Golf Course and the Golf Pro holds no property interest, or interest which is taxable, in the real estate which makes up the Golf Course, Driving Range, and Pro Shop;

WHEREAS, the Town desires to enter into a professional services agreement for the express purpose of having a qualified golf professional render golf instructional services as well as manage and operate the Pro Shop at the Town's Golf Course; and

WHEREAS, the Golf Pro desires to provide golf professional services at the Golf Course as well as manage and operate the Pro Shop at the Golf Course.

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

Lido Golf Club Golf Course Pro Shop and Golf Instruction Professional Services Agreement 1

ARTICLE ONE: The Town hereby retains the services and expertise of the Golf Pro to operate in the Pro Shop for the purpose of managing the operation of The Pro Shop and providing golf instructional services to the patrons on the Driving Range and on the Golf Course and to undertake improvements as necessary and incidental for the operation and maintenance of the Pro Shop subject to all of the terms and conditions herein contained. The initial term of this Agreement is three (3) years, commencing as of January 1, 2018, and ending on December 31, 2020 at midnight, provided, however, that the parties do not terminate the Agreement prior thereto either by mutual agreement or for cause. The Town will consider one (1) five (5) year extension after the Commissioner receives a written request therefor from the Golf Pro. Said request shall be made within the first two (2) months of 2020, and the extension will be granted or rejected based upon the sole discretion of the Commissioner. Annual Service Fees for any extension that are granted shall be negotiated based upon the final years' Service Fee. Golf Pro's proposed negotiated fees shall be submitted by the Golf Pro along with the requisite request for an extension, and shall be finalized prior to the expiration of the Agreement. The Commissioner shall, if he/she determines it to be in the best interest of the public, have the right to extend the term of the Agreement after the termination date in anticipation of an extension for a period he/she deems appropriate to complete the renewal Service Fee negotiations.

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

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

ARTICLE TWO: The Golf Pro shall pay an annual service fee (the "Annual Service Fee") in twelve (12) equal monthly payments to the Town in exchange for the right and privilege to operate, manage, and maintain the Pro Shop and provide Golf Instruction Services at the Golf Course. All expenses, including, but not limited to, those to manage, maintain, and improve the Pro Shop in accordance with the specifications set forth in the Agreement, except for heating, cooling, and electricity, will be the sole responsibility of and paid for by the Golf Pro.

The Golf Pro hereby agrees and covenants with the Town that it will operate, manage, supervise, and maintain the Pro Shop including any future renovation, construction, and improvements according to the terms and conditions of this Agreement and to fully perform all obligations thereunder.

The Golf Pro hereby further covenants and agrees to pay to the Town without notice, demand, offset or deduction, at the Town's office address, the Annual Service Fee in twelve (12) equal monthly payments made no later than the tenth (10th) day of each month during the term of this Agreement or any period or term for which this Agreement may be extended or have effect, or at such other times as the Commissioner or the Comptroller of the Town may designate from time to time.

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

ARTICLE FOUR: The Golf Pro shall operate the facilities that are subject of the Agreement in accordance with the fees and operational hours as set forth in Exhibits D and E and the Commissioner may amend said hours and fees from time to time in his or her discretion.

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

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

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

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

ARTICLE NINE: The Town agrees that it will pay for the total cost of all necessary heat, gas, water, electricity, and all other utilities (including refuse collection).

The Golf Pro hereby covenants and agrees with the Town as follows:

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

ARTICLE TEN: The Golf Pro shall be solely responsible for and pay for all labor and services performed and materials used by, or furnished to, the Golf Pro or any contractor employed by the Golf Pro, and shall indemnify and hold the Town and the Golf Course premises harmless and free from any action or claim or lien therefore and Golf Pro shall pay any reasonable and necessary attorney's fees actually expended by the Town in defense or prosecution of any such action. All alterations, repairs, additions or

Lido Golf Club Golf Course Pro Shop and Golf Instruction Professional Services Agreement 4

improvements shall, unless otherwise provided by written agreement, become the property of the Town and shall remain upon, and be surrendered with, the premises upon the expiration of this Agreement or any sooner termination thereof.

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

ARTICLE ELEVEN: Golf Pro acknowledges that it neither has, nor obtains any rights, whether at law or in equity, to extend this Agreement beyond the initial three (3) year term and possible five (5) year term extension contemplated herein. Golf Pro further acknowledges that it has obtained no property rights in any property of the Town, whether real or personal, by virtue of this Agreement and hereby agrees and covenants with the Town that it will not pursue any claim for deprivation of property rights or other rights by virtue of the expiration of this Agreement

ARTICLE TWELVE: Golf Pro acknowledges that the Town has provided no equipment, furniture, or fixtures to the Golf Pro except such which may be described in Exhibit A. It is understood that items that would normally be considered merchandise, such as golf clubs, golf clothing, and other similar products, remain the property of the Golf Pro, unless forfeited by virtue of material breach by Golf Pro of this Agreement.

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

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

ARTICLE FIFTEEN:

1. The Golf Pro assumes all risks in the operation and maintenance under this Agreement and shall be solely responsible and answerable in damages for all injuries, torts, and accidents in person or property directly or indirectly arising from or related to Golf Pro's services hereunder. Golf Pro hereby covenants and agrees to indemnify and hold harmless and defend the Town and the Department and their officials, employees and agents from and against any and all liabilities claims, suits, actions, losses, damages or injury to person or property, judgments, suits, costs, disbursements and expenses including, but not limited to, reasonable attorney's fees and expenses, of whatsoever kind and nature, whether direct or indirect, arising out of or relative to the operation of the Pro Shop and Golf Instruction or the carelessness, negligence, tortious acts, or improper conduct of the Golf Pro or any officials, employees and agents or sub-contractors and from any liability, claim, or action arising from any property owned by or in the care, custody and control of the Golf Pro, which responsibility shall not be limited to the insurance coverage herein provided. It is expressly agreed that the Commissioner, other Town officials, employees, and their agents, are not personally liable in any way under this Agreement or as to any representation pertaining to this Agreement.
2. It is further agreed that all articles, products, or services, sold, provided, offered, or used under this Agreement will be of good quality and that quality, quantity and all prices charged will be appropriate to the service provided and similar to other Town facilities where applicable.
3. The Golf Pro shall not employ or use any persons known as "hawkers," "spielers," "criers" or other noisemakers or any other means of attracting attention to the Golf Pro's operations at the Golf Course without the prior written approval of the Commissioner, nor shall the Golf Pro carry on with or upon the Golf Course premises any other operation other than provided for by this Agreement, or interfere with any other operation of the Town or any employee or agents or contractors at the Golf Course.
4. The Golf Pro agrees to conduct and use the Golf Course for no other purposes than herein stated and to provide all the equipment necessary to render his services hereunder at the Golf Pro's own cost and expense.
5. The Pro Shop premises used by the Golf Pro in the conduct of its management and operation thereof shall be maintained and kept clean and in good repair within normal industry standards, and in accordance with guidelines as may be provided by the Town. Golf Pro further agrees to surrender the Pro Shop to the Town at the expiration or other termination of this Agreement in at least as good a condition as when received, reasonable wear and tear, and damage by the elements, excepted.

6. The Golf Pro shall not use or permit the storage of any hazardous material, hazardous or toxic waste, illegal materials, illuminating oils, candles, oil lamps, turpentine, benzene, naphtha or other similar substances or explosives on any kind, or any substance or thing prohibited in the standard policies of fire insurance companies in the State of New York, on any of the Golf Course premises nor on, nor in, any Town property, in any buildings erected or to be erected on the Golf Course premises, unless in an area and under conditions previously approved by Golf Pro's insurance carrier in writing, and otherwise permitted and in compliance with applicable law, regulation or ordinance.
7. The Golf Pro shall at all times keep the premises covered by this Agreement in a clean, safe, and sanitary condition, and shall cleanse, deodorize, fumigate, and disinfect the same.
8. It is agreed by the Golf Pro that authorized representatives of the Town, Commissioner or representatives of the Nassau County Department of Health may inspect the premises at any time. The Golf Pro agrees that if notified by the Commissioner or a representative of the Department of Health that any part of the Pro Shop premises or facilities utilized by the Golf Pro thereof is unsatisfactory, Golf Pro shall immediately take steps to remedy the same.
9. The Golf Pro agrees not to use or suffer or permit any person under its control to use in any manner whatsoever the said premises or any part thereof or any building thereon for any illegal purpose or for any purpose in violation of any federal, state, county or municipal law, ordinance, rule, order or regulation or of any ordinance, rule or regulation of the Department; and Golf Pro shall indemnify, defend, and hold harmless any Town official, employees and their agents, from and against any damage, penalty, fine, judgment, expense or charge suffered, imposed, assessed, incurred including, but not limited to, reasonable attorney's fees and expenses, for any violation or breach of any law, ordinance, rule, order or regulation or occasioned by any act, neglect or omission of the Golf Pro, or of any employee, persons or occupant of said premises.

The Golf Pro shall procure at the Golf Pro's own cost and expense all permits or licenses necessary for the legal operation and execution of services contemplated by this Agreement, including, without limitation, the construction and renovation of the facilities where applicable and the operation of the Pro Shop.

10. The Golf Pro hereby waives any and all claims for compensation for any and all loss or damages sustained by reason of any interference by any public agency or official in the operation of this Agreement; any such interference shall not relieve the Golf Pro from any obligation hereunder. Furthermore, the Golf Pro will make no claims under this article, or any other for claims for compensation based upon the Town's, or Department's, or any employee thereof for failing to remove snow, or any other obstacle in a timely manner.

11. The Golf Pro hereby expressly waives any and all claims for indemnification and contribution, and abatement of fees due or payable to Town, and for any and all loss or damage sustained by reason of any defect, deficiency or impairment of the gas, telephone, and electrical apparatus, heating equipment, water supply and/or sewer equipment, or wires furnished for the premises hereby granted, or by reason of any loss or impairment of light, telephone, current, or water supply or sewer service which may occur from time to time for any cause, or for any loss of damage sustained by the Golf Pro resulting from fire, water, storm, hurricane, tornadoes, civil commotion or riots; and the Golf Pro hereby expressly waives all rights, claims and demands and forever releases and discharges the people of the State of New York, the County of Nassau, the Town, the Department and their officers, agents, and employees from any and all demands, claims, actions and causes of action arising from any of the causes whatsoever.
12. Nothing herein contained shall constitute the Golf Pro or the Golf Pro's employees as agents or employees of the Town, it being the intention of the parties that Golf Pro is and shall remain an independent contractor of Town and that each shall be responsible for the supervision and control of their operations, including, without limitations, supervising and controlling their own personnel if any.
13. It is expressly understood and agreed by and between the parties hereto that the officers and agents of the Town and the Department and its officers and agents are acting in a representative capacity for the Town and not for their own benefit, and that neither the Golf Pro, nor any occupant, guest or invitee shall have any claim against them or any of them as individuals in any event whatsoever.
14. The Golf Pro shall not assign, transfer, convey, or otherwise dispose of this Agreement or of its right, title, or interest therein, or its power to execute such Agreement, or assign all or any portion of the money that may be due or become due under the terms hereof to any other person, company or corporation without the previous consent, in writing, of the Commissioner. If applicable, there shall be no change of officers or directors or transfer of a stock certificate, or any interest in the corporation whatsoever, without the prior written consent of the Town.
15. All notices given to the Golf Pro may be served by mailing the same to the Golf Pro at the address hereinbefore set forth, or by delivering a copy thereof to the Golf Pro at 2347 6th St., East Meadow, NY 11554. All notices required to be given to the Town may be served by mailing the same to Town by certified mail return receipt requested, or delivering a copy thereof to: Town of Hempstead, Department of Parks & Recreation, 200 North Franklin Street, Hempstead, NY 11550-1390, Attn: Office of the Commissioner.
16. This Agreement shall only be modified or canceled in writing, executed by the parties hereto, and approved by (1) the Commissioner and (2) the Town Comptroller as to financial safeguards, and upon such terms and conditions as may be mutually agreed upon between the Golf Pro and the Town. However, no

such modification or cancellation shall be effective until so executed and approved.

17. It is expressly agreed that the Town shall have a continuing lien on all personal property of the Golf Pro which may be on the Golf Course premises for any and all sums which may from time to time become and be due to the Town under the terms of this Agreement and upon default of payment by the Golf Pro, the Town has the right to take possession of and retain the same until the full amount be paid or to sell the same at public auction and, after deducting the expenses of such sale, apply the balance of the proceeds to such payment, and if there should be any deficiency, to resort to any legal remedy. The Golf Pro hereby appoints the Town as its attorney-in-fact for the purpose of executing a UCC-1 form concerning any such personal property, and the Town is hereby authorized to cause such a UCC-1 form to be filed in the office of the clerk of the County of Nassau.

18. The Golf Pro agrees not to remove from the Pro Shop any personal property brought thereon by the Golf Pro for the purpose of this Agreement except with the prior express written permission of the Commissioner. Upon the expiration of the term herein, if the Golf Pro has made full payment under this Agreement and carried out the terms of this Agreement, he may remove his personal property from the Pro Shop and shall do so within two (2) weeks after the end of the term herein stated. Upon failure to timely remove personal property, the Town, by its officers and agents, may cause the same to be removed and stored at the sole cost and expense of the Golf Pro and the Town shall have a lien thereon in the amount of the cost and expense of such removal and storage until paid, and after sixty (60) days, may sell such personal property and reimburse itself for such cost and expenses of sale. During any period during which Golf Pro has not removed Golf Pro's property, the property shall be deemed to be held as a gratuitous bailment.

19. The Town reserves the right to terminate this Agreement forthwith at any time in the event of a default, breach, or violation by the Golf Pro of any of the following provisions of this Agreement. If the Golf Pro or any of its officers, directors, or corporate shareholders, members or partners become convicted of a felony, insolvent, bankrupt, or is not paying its debts, it shall be grounds for immediate termination of the Agreement, and the Town shall have, at the Town's option, the right to call upon the Golf Pro to complete this Agreement or take any other action deemed appropriate and necessary against and/or upon any form of collateral guaranteeing or securing performance and hold the Golf Pro responsible for damages the Town suffers together with the right to enter the premises, occupied by the Golf Pro, by force or otherwise and take full possession thereof and close the Pro Shop premises for such time as it may remove there from the property and any effects of the Golf Pro and with or without legal process, expel, oust and remove all parties who may present upon or occupy any part of the Pro Shop premises and all personal property that may be thereon or therein contained all without being liable to prosecution, damage, or damages thereof, or from damage or damages to, or loss of any personal property belonging to any party upon or by reason of such removal and the Golf Pro expressly waives any and all claims for

- damages and loss against the Town, or its officers and agents, for or on account of any act done, or caused to be done, or their failure to do any act, in exercising this right; and the Town shall have the right to sell the said personal property so seized or removed and recover by such sale or legal process any and all sums due to the Town under the terms of this Agreement, plus, the costs and expenses, including, without limitation to legal expenses, incurred under the terms of this Agreement.
20. In the event that during the term of this Agreement the functions and duties of the Department are transferred to a new or other department of the Town, then in that event, the said new or other department will assume the functions, rights and duties of the Department hereunder.
 21. The Town's failure to insist upon strict compliance of any term, condition or covenant herein contained shall not be deemed a waiver of that term, condition or covenant; nor shall any waiver in writing amendatory to the within Agreement be deemed a waiver for any date, time, place or purpose not contained within such amendatory Agreement.
 22. If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be held invalid, unenforceable, illegal, unconstitutional or against public policy, such finding shall not affect the remainder of this Agreement, and the application if such term or provision or circumstance, other than those as to which it is held invalid or unenforceable, shall not be affected hereby and every other term or provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
 23. The Golf Pro represents and warrants that, unless exempt, it has, and or will file with the Town Clerk the verified Public Disclosure Form and shall file an updated statement with the said Clerk on or before the 31st day of January in each year of this Agreement's duration. The Golf Pro acknowledges that such filing is a material, contractual and statutory duty and that the failure to file such statement shall constitute a material breach of this Agreement, for which the Town shall be entitled, upon its determination that such breach has occurred, to damages, in addition to all other legal remedies.
 24. The Golf Pro represents and warrants that he has not offered or given any gratuity to any official, employee or agent of the Town, New York State, or any political party, with the purpose or intent of securing favorable treatment with respect to the awarding or amending of this Agreement, or the making of any determinations with respect to the performance of this Agreement, and that Golf Pro has read and is familiar with the Town's Code of Ethics and Article 18 of the General Municipal Law.
 25. The Golf Pro represents and warrants that it is not in arrears to the Town upon any other debt or contract and is not in default, nor has ever defaulted as a surety, contractor, licensee or otherwise, on any obligation to the Town.

26. If at any time prior to the date herein fixed as the termination of the term of this Agreement, there shall be filed by or against Golf Pro, or any officer, director, shareholder, member or partner of the Golf Pro, in any court pursuant to any statute either of the United States or of any State, a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of the Golf Pro's property, and within thirty (30) days thereof Golf Pro fails to secure a discharge thereof, or if Golf Pro makes an assignment for the benefit of creditors, or petition for or enters into an arrangement, this Agreement shall ipso facto be canceled and terminated and in which event neither Golf Pro nor any person claiming through or under Golf Pro or by virtue of any statute or of an order of any court shall be entitled to possession of the demised premises, or beneficial use of or interest in this Agreement; and Town, in addition to the other rights and remedies given hereof and by virtue of any other provision herein or elsewhere in this Agreement contained, or by virtue of any statute or rule of law, may retain as liquidated damages any monies received by Town from Golf Pro or others on behalf of Golf Pro upon the execution hereof.
27. Golf Pro may use, occupy and operate the Pro Shop facilities subject to the approval of the Commissioner, and as otherwise provided in this Agreement; Golf Pro shall not use, occupy and operate and/or permit other facilities or any part thereof for any unlawful business, use of purpose, nor for any business, use of purpose deemed disreputable or extra-hazardous, nor for any purpose or in any manner which is in violation of any present or future governmental laws or regulations. Golf Pro shall promptly after the discovery of such unlawful, disreputable or extra-hazardous use, take all necessary steps legal and equitable to compel the discontinuance of such use and to oust and remove any occupants, or other persons guilty of such unlawful, disreputable or extra-hazardous use. Golf Pro shall indemnify Town against all costs, expenses, liabilities, losses, damages, injunctions, suits, fines, penalties, claims and demands, including reasonable counsel fees arising out of any violation or default there from.
28. Under this Agreement the Golf Pro shall have use of [three (3) southern] most stalls on the Driving Range to be used for the purpose of Golf Instruction only, and shall be allowed to utilize the Golf Course, by scheduling a round of golf with a patron(s) for the purpose of giving Golf Instruction only two predetermined times a day. Those times shall be reserved as 10 am and 2 pm each day. In the event that the Golf Pro has not scheduled any lessons on either the Golf Course during the allotted hours or on any of the Driving Range Stalls any given day, then the Town reserves the right to utilize the aforementioned resources for its respective patrons. All applicable Town imposed fees shall apply (greens fees and golf ball token fee). When utilizing both the driving Range and the Golf Course the Golf Pro shall not interfere with the normal operations of the Town.

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

1. Duly executed Amendments, if any, duly delivered after execution of the Agreement
2. This Agreement and the Exhibits thereto, The Request for Proposal (memorializing the intent of the Town), and the Proposal made by the prospective Golf Pro, all of which make up the entire Agreement.
3. Notice of Award.
4. Certificates of Insurance.
5. Proposal Form.
5. Instruction to Proposers.
6. Advertisements for Proposals.

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

TOWN OF HEMPSTEAD

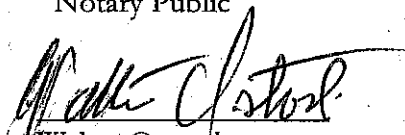
By: _____
Daniel Lino
Commissioner

(TOWN SEAL)

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

On the _____ of 2018 before me personally came _____, to me known, who being by me duly sworn did depose and say that he/she is the Commissioner of the Town of Hempstead's Department of Parks and Recreation, the municipal corporation described in and which executed the foregoing Agreement; that he/she knows the seal of said corporation; that the seal affixed to said agreement is such corporate seal; that it was so affixed by order of the Town Board of said corporation and that he/she signed his/her name thereto by like order.

Notary Public


Walter Ostroske

APPROVED



Commissioner
Dept.-Parks & Recreation
Date

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

On the 13th of February 2018 before me personally came Walter Ostroske to me known, who being by me duly sworn, did depose and say that he resides at 2347 6th St., East Meadow, NY 11554 and that he is the individual golf professional who executed the foregoing Agreement.


Notary Public



DANA GELLER
Notary Public, State of New York
No. 01GE6095827
Qualified in Nassau County
Commission Expires 9-25-19

EXHIBIT A

DESCRIPTION OF THE LIDO GOLF CLUB AND DRIVING RANGE

Lido Golf Club is an eighteen (18) hole Robert Trent Jones designed municipal golf course located at 255 Lido Blvd., Lido Beach, NY which includes the following:

Driving Range

Putting Green

Clubhouse

Snack Bar

Municipal Water and Sewer

Car Parking Lot

Pro Shop

EXHIBIT B

LIST OF EQUIPMENT INTENDED TO BE LEFT BY TOWN

THE FOLLOWING IS A LIST OF EQUIPMENT THAT IS TO REMAIN IN AS IS CONDITION, WHICH MAY BE USED BY THE GOLF PRO. GOLF PRO WILL BE RESPONSIBLE FOR ANY AND ALL REPLACEMENT OR REPAIRS AS MAY BECOME NECESSARY TO SAID EQUIPMENT.

ASSORTED SHELVING UNITS
EXISTING DISPLAY CASE AND COUNTERS
CASH REGISTER

EXHIBIT C

MINIMUM REQUIRED MAINTENANCE AND MANAGEMENT SPECIFICATIONS

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

EQUIPMENT STORAGE:

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

MAINTENANCE OF ENTIRE PRO SHOP AND GOLF INSTRUCTION:

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

IMPROVEMENTS:

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

MATERIALS RESPONSIBILITY OF GOLF PRO:

This section reserved.

GOLF PRO LIABLE FOR DAMAGES:

The Golf Pro is solely liable for any and all damage that is a direct or indirect result of the operations of the Golf Pro including, without limitation, those conducted at the Pro Shop, the Driving Range, and associated structures either through intentional actions, omission, negligence or otherwise. The Golf Pro shall immediately repair, or cause to be repaired, any damage caused by persons performing services for the Golf

Pro under this Agreement at the Golf Pro's expense. The Golf Pro shall immediately notify the Commissioner in writing of any event, which must be reported to any authority according to any law or ordinance.

EMPLOYEE BEHAVIOR AND DRESS:

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

RIGHT TO CLOSE THE PRO SHOP AND GOLF INSTRUCTION:

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

DRIVING RANGE

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

ADVERTISING

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

DESIGNEE:

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

PRO SHOP AND GOLF INSTRUCTION

1. The Golf Pro shall operate a Pro Shop and that sells good quality golf apparel and equipment to the public.
2. The Golf Pro shall retain the services of a "Class A" or above golf professional as certified by the Professional Golfers Association (PGA) who has a minimum of three

(3) years experience or its equivalent and is satisfactory to the Commissioner. The Golf Pro and his designees may retain lesson fees received from persons utilizing the services of the Golf Pro in accordance with Schedule D attached, which is subject to change when approved by the Commissioner.

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

**EXHIBIT D
FEE SCHEDULE**

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

Applicable Town Of Hempstead Fees

9 Holes (Early Bird & Twilight)

	<u>Weekday</u>	<u>Weekends & 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 & 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

Applicable Golf Pro Instruction Fees

<u>One half hour on Driving Range</u>	\$60.00
<u>One Hour on Driving Range</u>	\$120.00
<u>One half hour on Course</u>	\$60.00
<u>One Hour on Course</u>	\$120.00
<u>Full round on Course</u>	\$200.00
<u>Other (clinic rates based on number of participants)</u>	\$

Lido Golf Club Golf Course Pro Shop and Golf Instruction Professional Services Agreement 19

EXHIBIT E

HOURS OF GOLF SHOP OPERATIONS

January	No Regular Hours
February	No Regular Hours
March	No Regular Hours
April	6:00 AM - Dusk
May	6:00 AM - Dusk
June	6:00 AM - Dusk
July	6:00 AM - Dusk
August	6:00 AM - Dusk
September	6:00 AM - Dusk
October	6:00 AM - Dusk
November	6:00 AM - Dusk
December	No Regular Hours

The Golf Course will be open from 6:00 AM to dusk. Golf Pro shall be responsible for keeping a staff person on-duty until the last golf carts are returned to the Pro Shop and Golf Instruction.

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

EXHIBIT F

INSURANCE

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

- A. Commercial General Liability Insurance including contractual coverage, in an amount not less than one million dollars (\$2,000,000/\$3,000,000) combined limit for bodily injury and property damage per occurrence.

- B. Automobile Liability Insurance (if any vehicles are used in the performance of this Agreement) in an amount not less than three hundred thousand dollars (\$300,000) combined single limit for bodily injury and property damage per occurrence.

- C. Worker's Compensation and Employer's Liability Insurance in compliance with all applicable New York State laws and regulations. In accordance with General Municipal Law Sec. 108, this Agreement shall be void and of no effect unless the Golf Pro shall provide and maintain coverage during the term of this Agreement for the benefit of such employees as are required to be covered by the provisions of the Worker's Compensation Law.

- D. Product Liability and Liquor Law Liability Insurance with not less than a combined single limit of one million dollars (\$1,000,000) per occurrence, if alcoholic beverages are to be sold.

- E. Corporate Excess Liability (Umbrella) in the amount of five million dollars (\$5,000,000).

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

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

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

**EXHIBIT G
ANNUAL SERVICE FEES**

Year 1
\$ 4,000.00 (Dollar Amount)

Four thousand (Dollar Amount Written)

Year 2
\$ 4,200.00 (Dollar Amount)

Four thousand two hundred (Dollar Amount Written)

Year 3
\$ 4,410.00 (Dollar Amount)

Four thousand four hundred ten (Dollar Amount Written)

For each additional year that the Agreement shall be renewed, the Golf Pro will pay at least as much as the prior year, but may be required by mutual agreement after negotiations to pay more.

The Golf Pro will additionally pay for all expenses, including but not limited to, labor, materials, equipment, tools, services, overhead, profit, insurance, supplies, utilities, and all other expenses and incidentals required to complete the work in accordance with the Agreement documents.

REFUNDING BOND RESOLUTION OF THE TOWN OF
 HEMPSTEAD, NEW YORK, ADOPTED
 _____, AUTHORIZING THE
 REFUNDING OF CERTAIN OUTSTANDING SERIAL
 BONDS OF SAID TOWN, STATING THE PLAN OF
 REFUNDING, APPROPRIATING AN AMOUNT NOT TO
 EXCEED \$32,000,000 FOR SUCH PURPOSE, AUTHORIZING
 THE ISSUANCE OF REFUNDING BONDS IN THE
 PRINCIPAL AMOUNT OF NOT TO EXCEED \$32,000,000 TO
 FINANCE SAID APPROPRIATION, AND MAKING
 CERTAIN OTHER DETERMINATIONS RELATIVE
 THERETO

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

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

Recitals

WHEREAS, the Town of Hempstead, in the County of Nassau, New York (herein
 called the "Town"), has heretofore issued on September 11, 2007 its \$30,348,650 Public
 Improvement (Serial) Bonds, 2007 Series A (the "2007A Bonds"), which are currently
 outstanding in the principal amount of \$8,470,000 (the "Outstanding 2007A Bonds"), and mature
 on September 1 in each of the years and in the principal amounts and bear interest payable
 semiannually on March 1 and September 1 in each year to maturity, as follows:

<u>Year of Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2018	\$2,710,000	4.00 %
2019	2,825,000	4-1/8
2020	2,935,000	4.25

Item # 40

Case # 19246

WHEREAS, the 2007A Bonds maturing on or after September 1, 2018 are subject to redemption prior to maturity, at the option of the Town, on any date, in whole or in part, and if in part, in any order of their maturity and in any amount within a maturity (selected by lot within a maturity), at par, plus accrued interest to the date of redemption;

WHEREAS, the Town has heretofore issued on August 28, 2008 its \$33,415,000 Public Improvement (Serial) Bonds, 2008 Series A (the “2008A Bonds”), which are currently outstanding in the principal amount of \$12,935,000 (the “Outstanding 2008A Bonds”), and mature on August 15 in each of the years and in the principal amounts and bear interest payable semiannually on February 15 and August 15 in each year to maturity, as follows:

<u>Year of Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2018	\$3,050,000	5.00%
2019	3,170,000	5.00
2020	3,290,000	5.00
2021	3,425,000	4.00

WHEREAS, the 2008A Bonds maturing on or after August 15, 2019 are subject to redemption prior to maturity, at the option of the Town, on August 15, 2018 and thereafter on any date, in whole or in part, and if in part, in any order of their maturity and in any amount within a maturity (selected by lot within a maturity), at par, plus accrued interest to the date of redemption;

WHEREAS, the Town has heretofore issued on August 28, 2008 its \$15,427,000 Public Improvement (Serial) Bonds, 2008 Series B (the “2008B Bonds”), which are currently outstanding in the principal amount of \$12,625,000 (the “Outstanding 2008B Bonds” and, together with the Outstanding 2007A Bonds and the Outstanding 2008A Bonds, the “Outstanding Bonds”), and mature on August 15 in each of the years and in the principal amounts and bear interest payable semiannually on February 15 and August 15 in each year to maturity, as follows:

<u>Year of Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2018	\$380,000	5.00 %
2019	400,000	4.00
2020	415,000	4.00
2021	435,000	4.00
2022	450,000	4-1/8
2023	470,000	4.25
2024	490,000	4.25
2025	515,000	4.25
2026	535,000	4.25

<u>Year of Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2027	560,000	4-3/8
2028	580,000	4.50
2029	605,000	4.50
2030	635,000	4.50
2031	660,000	4.50
2032	690,000	4.50
2033	720,000	4.50
2034	750,000	4-5/8
2035	780,000	4-5/8
2036	815,000	4-5/8
2037	850,000	4-5/8
2038	890,000	4.75

WHEREAS, the 2008B Bonds maturing on or after August 15, 2019 are subject to redemption prior to maturity, at the option of the Town, on August 15, 2018 and thereafter on any date, in whole or in part, and if in part, in any order of their maturity and in any amount within a maturity (selected by lot within a maturity), at par, plus accrued interest to the date of redemption, and

WHEREAS, Sections 90.00 and 90.10 of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called the "Law"), permit the Town to refund all or a portion of the outstanding unredeemed maturities of the Outstanding Bonds by the issuance of new bonds, the issuance of which will result in present value debt service savings for the Town, and the Town Board has determined that it may be advantageous to refund all or a portion of the Outstanding Bonds.

NOW, THEREFORE, be it

RESOLVED BY THE TOWN BOARD OF THE TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK (by the favorable vote of at least two-thirds of all the members of said Town Board), AS FOLLOWS:

Section 1. In this resolution, the following definitions apply, unless a different meaning clearly appears from the context:

- (a) "Bond To Be Refunded" or "Bonds To Be Refunded" means all or a portion of the aggregate Outstanding Bonds, as shall be determined in accordance with Section 8 hereof.
- (b) "Escrow Contract" means the contract to be entered into by and between the Town and the Escrow Holder pursuant to Section 10 hereof.
- (c) "Escrow Holder" means the bank or trust company designated as such pursuant to Section 10 hereof.
- (d) "Outstanding Bonds" shall mean the outstanding unredeemed maturities of the 2007A Bonds, the 2008A Bonds and the 2008B Bonds.

- (e) "Present Value Savings" means the dollar savings which result from the issuance of the Refunding Bonds computed by discounting the principal and interest payments on both the Refunding Bonds and the Bonds To Be Refunded from the respective maturities thereof to the date of issue of the Refunding Bonds at a rate equal to the effective interest cost of the Refunding Bonds. The effective interest cost of the Refunding Bonds shall be that rate which is arrived at by doubling the semi-annual interest rate (compounded semi-annually) necessary to discount the debt service payments on the Refunding Bonds from the maturity dates thereof to the date of issue of the Refunding Bonds and to the agreed upon price including estimated accrued interest.
- (f) "Redemption Date" or "Redemption Dates" mean any date with respect to the 2007A Bonds and August 15, 2018 and any date thereafter with respect to the 2008A Bonds and the 2008B Bonds, as shall be determined by the Supervisor in accordance with Section 8.
- (g) "Refunding Bond" or "Refunding Bonds" means all or a portion of the \$32,000,000 Refunding Serial Bonds-2018 of the Town of Hempstead, authorized to be issued pursuant to Section 2 hereof, which may be sold as one or more series of bonds.
- (h) "Refunding Bond Amount Limitation" means an amount of Refunding Bonds which does not exceed the principal amount of Bonds To Be Refunded plus the aggregate amount of unmatured interest payable on such Bonds To Be Refunded, to and including the applicable Redemption Date, plus redemption premiums payable on such Bonds To Be Refunded as of such Redemption Date, as hereinabove referred to in the Recitals hereof, plus costs and expenses incidental to the issuance of the Refunding Bonds including the development of the refunding financial plan, and of executing and performing the terms and conditions of the Escrow Contract and all fees and charges of the Escrow Holder as referred to in Section 10 hereof.

Section 2. The Town Board of the Town (herein called the "Town Board"), hereby authorizes the refunding of the Bonds To Be Refunded, and appropriates an amount not to exceed \$32,000,000 to accomplish such refunding. The plan of financing said appropriation includes the issuance of not to exceed \$32,000,000 Refunding Bonds and the levy and collection of a tax upon all the taxable real property within the Town to pay the principal of and interest on said Refunding Bonds as the same shall become due and payable. Bonds of the Town in the maximum principal amount of \$32,000,000 and substantially designated as "REFUNDING SERIAL BONDS-2018" are hereby authorized to be issued pursuant to the provisions of the Law. Said bonds may be sold in one or more series. The proposed financial plan for the refunding in the form attached hereto as **Exhibit A** (the "Refunding Financial Plan"), prepared for the Town by its Municipal Advisor, Capital Markets Advisors LLC and hereby accepted and approved, includes the deposit of all the proceeds of said Refunding Bonds with an Escrow Holder pursuant to an Escrow Contract as authorized in Section 10 hereof, the payment of all costs incurred by the Town in connection with said refunding from such proceeds and the investment of a portion of such proceeds by the Escrow Holder in certain obligations. The principal of and interest on such investments, together with the balance of such proceeds to be

held uninvested, if any, shall be sufficient to pay (i) the principal of and interest on the Bonds To Be Refunded becoming due and payable on and prior to each applicable Redemption Date and (ii) the principal of and premium on the Bonds To Be Refunded which are to be called for redemption prior to maturity on any such Redemption Date.

Section 3. The Bonds To Be Refunded referred to in Section 1 hereof are all or a portion of the Outstanding Bonds issued pursuant to various bond resolutions duly adopted on their respective dates, authorizing the issuance of bonds of the Town for various purposes. In accordance with the Refunding Financial Plan, the Refunding Bonds authorized in the aggregate principal amount of not to exceed \$32,000,000 shall mature in amounts and on dates to be determined. The Supervisor, the chief fiscal officer of the Town, is hereby authorized to approve all details of the Refunding Financial Plan not contained herein.

Section 4. The issuance of the Refunding Bonds will not exceed the Refunding Bond Amount Limitation. The Refunding Bonds shall mature not later than the maximum period of probable usefulness ("PPU") permitted by law at the time of original issuance of the Bonds to be Refunded, as set forth in **Exhibits B-1, B-2 and B-3** annexed hereto and hereby made a part hereof, for the objects or purposes financed with the proceeds of the Bonds to be Refunded, commencing at the date of issuance of the first bond or bond anticipation note issued in anticipation of the sale of such bonds.

Section 5. The aggregate amount of estimated Present Value Savings is set forth in the proposed Refunding Financial Plan attached hereto as **Exhibit A**, computed in accordance with subdivision two of paragraph b of Section 90.10 of the Law. Said Refunding Financial Plan has been prepared based upon the assumption that the Refunding Bonds will be issued in the aggregate principal amount, and will mature, be of such terms and bear such interest as set forth therein. The Town Board recognizes that the principal amount of the Refunding Bonds, the maturities, terms and interest rates, the provisions, if any, for the redemption thereof prior to maturity, and whether or not any or all of the Refunding Bonds will be insured, and the resulting present value savings, may vary from such assumptions and that the Refunding Financial Plan may vary from that attached hereto as **Exhibit A**.

Section 6. The Refunding Bonds may be sold at public or private sale and the Supervisor, the chief fiscal officer of the Town, is hereby authorized to execute a purchase contract on behalf of the Town for the sale of said Refunding Bonds, provided that the terms and conditions of such sale shall be approved by the State Comptroller, and further providing that

prior to the issuance of the Refunding Bonds the Supervisor shall have filed with the Town Board a certificate approved by the State Comptroller setting forth the Present Value Savings to the Town resulting from the issuance of the Refunding Bonds. In connection with such sale, the Town authorizes the preparation of an Official Statement and approves its use in connection with such sale, and further consents to the distribution of a Preliminary Official Statement prior to the date said Official Statement is distributed. In the event that the Refunding Bonds are sold at public sale pursuant to Section 57.00 of the Law, the Supervisor is hereby authorized and directed, to the extent required by law, to prepare or have prepared a Notice of Sale, which shall be published at least once in "THE BOND BUYER", published in the City of New York, not less than five (5) nor more than thirty (30) days prior to the date of said sale. A copy of such notice shall be sent not less than eight (8) nor more than thirty (30) days prior to the date of said sale to (1) the State Comptroller, Albany, New York 12236; (2) at least two banks or trust companies having a place of business in the county in which the Town is located, or, if only one bank is located in such County, then to such bank and to at least two banks or trust companies having a place of business in an adjoining county; (3) "THE BOND BUYER", 1 State Street Plaza, New York, New York 10004; and (4) at least 10 bond dealers. The Supervisor is hereby further authorized and directed to take any and all actions necessary to accomplish said refunding, and to execute any contracts and agreements for the purchase of and payment for services rendered or to be rendered to the Town in connection with said refunding, including the preparation of the Refunding Financial Plan referred to in Section 2 hereof.

Section 7. Each of the Refunding Bonds authorized by this resolution shall contain the recital of validity prescribed by Section 52.00 of the Law and said Refunding Bonds shall be general obligations of the Town, payable as to both principal and interest by a general tax upon all the taxable real property within the Town. The faith and credit of the Town are hereby irrevocably pledged to the punctual payment of the principal of and interest on said Refunding Bonds and provision shall be made annually in the budget of the Town for (a) the amortization and redemption of the Refunding Bonds to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 8. Subject to the provisions of this resolution and of the Law, and pursuant to the provisions of Section 21.00 of the Law with respect to the issuance of bonds having substantially level or declining annual debt service, and Sections 50.00, 56.00 to 60.00, 90.00, 90.10 and 168.00 of the Law, the powers and duties of the Town Board relative to

determining the amount of Bonds To Be Refunded, prescribing the terms, form and contents and as to the sale and issuance of the Refunding Bonds, and executing any arbitrage certification relative thereto, and as to executing the Escrow Contract described in Section 10, the Official Statement referred to in Section 6 and any contracts for credit enhancements in connection with the issuance of the Refunding Bonds and any other certificates and agreements, and as to making elections to call in and redeem all or a portion of the Bonds to be Refunded, are hereby delegated to the Supervisor, the chief fiscal officer of the Town.

Section 9. The validity of the Refunding Bonds authorized by this resolution may be contested only if:

- (a) such obligations are authorized for an object or purpose for which the Town is not authorized to expend money, or
- (b) the provisions of law which should be complied with at the date of the publication of such resolution, or a summary thereof, 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 10. Prior to the issuance of the Refunding Bonds, the Town shall contract with a bank or trust company located and authorized to do business in New York State, for the purpose of having such bank or trust company act as the Escrow Holder of the proceeds, inclusive of any premium from the sale of the Refunding Bonds, together with all income derived from the investment of such proceeds. Such Escrow Contract shall contain such terms and conditions as shall be necessary in order to accomplish the Refunding Financial Plan, including provisions authorizing the Escrow Holder, without further authorization or direction from the Town, except as otherwise provided therein, (a) to make all required payments of principal, interest and redemption premiums to the appropriate paying agent with respect to the Bonds To Be Refunded, (b) to pay costs and expenses incidental to the issuance of the Refunding Bonds, including the development of the Refunding Financial Plan, and costs and expenses relating to the execution and performance of the terms and conditions of the Escrow Contract and all of its fees and charges as the Escrow Holder, (c) at the appropriate time or times to cause to be given on behalf of the Town the notice of redemption authorized to be given pursuant to Section 13 hereof, and (d) to invest the monies held by it consistent with the provisions of the

Refunding Financial Plan. The Escrow Contract shall be irrevocable and shall constitute a covenant with the holders of the Refunding Bonds.

Section 11. The proceeds, inclusive of any premium, from the sale of the Refunding Bonds, immediately upon receipt shall be placed in escrow by the Town with the Escrow Holder in accordance with the Escrow Contract. All moneys held by the Escrow Holder, if invested, shall be invested only in direct obligations of the United States of America or in obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, which obligations shall mature or be subject to redemption at the option of the holder thereof not later than the respective dates when such moneys will be required to make payments in accordance with the Refunding Financial Plan. Any such moneys remaining in the custody of the Escrow Holder after the full execution of the Escrow Contract shall be returned to the Town and shall be applied by the Town only to the payment of the principal of or interest on the Refunding Bonds then outstanding.

Section 12. That portion of such proceeds from the sale of the Refunding Bonds, together with interest earned thereon, which shall be required for the payment of the principal of and interest on the Bonds To Be Refunded, including any redemption premiums, in accordance with the Refunding Financial Plan, shall be irrevocably committed and pledged to such purpose and the holders of the Bonds To Be Refunded shall have a lien upon such moneys and the investments thereof held by the Escrow Holder. All interest earned from the investment of such moneys which is not required for such payment of principal of and interest on the Bonds To Be Refunded shall be irrevocably committed and pledged to the payment of the principal of and interest on the Refunding Bonds, or such portion or series thereof as shall be required by the Refunding Financial Plan, and the holders of such Refunding Bonds shall have a lien upon such moneys held by the Escrow Holder. The pledges and liens provided for herein shall become valid and binding upon the issuance of the Refunding Bonds and the moneys and investments held by the Escrow Holder shall immediately be subject thereto without any further act. Such pledges and liens shall be valid and binding against all parties having claims of any kind in tort, contract or otherwise against the Town irrespective of whether such parties have notice thereof. Neither this resolution, the Escrow Contract, nor any other instrument relating to such pledges and liens, need be filed or recorded.

Section 13. In accordance with the provisions of Section 53.00 and of paragraph h of Section 90.10 of the Law, the Town Board hereby elects to call in and redeem all or a

portion of the Bonds To Be Refunded which are subject to prior redemption according to their terms on the Redemption Date, as shall be determined by the Supervisor in accordance with Section 8 hereof. The sum to be paid therefor on the applicable Redemption Date shall be the par value thereof, the accrued interest to such Redemption Date and the redemption premiums, if any. The Escrow Holder is hereby authorized and directed to cause a notice of such call for redemption to be given in the name of the Town by mailing such notice at least thirty days prior to such Redemption Date, and in accordance with the terms appearing in the Bonds to be Refunded, to the registered holders of the Bonds To Be Refunded which are to be called in and redeemed. Upon the issuance of the Refunding Bonds, the election to call in and redeem the Bonds To Be Refunded which are to be called in and redeemed in accordance herewith and the direction to the Escrow Holder to cause notice thereof to be given as provided in this Section shall become irrevocable and the provisions of this Section shall constitute a covenant with the holders, from time to time, of the Refunding Bonds, provided that this Section may be amended from time to time as may be necessary to comply with the publication requirements of paragraph a of Section 53.00 of the Law, as the same may be amended from time to time.

Section 14. This bond resolution shall take effect immediately, and the Town Clerk is hereby authorized and directed to publish the foregoing resolution, in summary, together with a Notice attached in substantially the form prescribed by Section 81.00 of the Law in the “*Long Island Business News*,” a newspaper having general circulation in the Town and hereby designated the official newspaper of said Town for such publication.

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

Supervisor Laura A. Gillen	voting _____
Councilwoman Dorothy L. Goosby	voting _____
Councilman Edward A. Ambrosino	voting _____
Councilman Bruce A. Blakeman	voting _____
Councilwoman Erin King Sweeney	voting _____
Councilman Anthony P. D’Esposito	voting _____
Councilman Dennis Dunne, Sr.	voting _____

The resolution was declared adopted.

AYES:

NOES:

I, SYLVIA A. CABANA, Town Clerk of the Town of Hempstead, in the County of Nassau, State of New York (the "Town"), HEREBY CERTIFY that this is a true, complete and correct copy of the original refunding bond resolution duly adopted by the Town Board of the Town at a meeting thereof held on the date set forth herein, and at which a quorum was present and acting throughout.

(SEAL)

Sylvia A. Cabana, Town Clerk
Town of Hempstead

EXHIBIT A
PROPOSED REFUNDING FINANCIAL PLAN

EXHIBIT B-1
PERIODS OF PROBABLE USEFULNESS

(2007A Bonds)

<u>Purpose</u>	<u>Period of Probable Usefulness (Years)</u>
General Fund Park Improvements	15
TOH Park District Bulkheads	3
TOH Park District Park Improvements	5
Baldwin Parking Dist. Land Purchase	10
West Hempstead Parking District	10
Highway & Road Improvements	3
TOH Street Lighting District	15
Refuse Disposal Dept. Passenger Vehicle	3
Refuse Disposal Dept. Light Equipment	5
Refuse Disposal Dept. Heavy Equipment	15
Levittown Water District	15
Building Dept. Vehicles	20
Highway Dept. Vehicles	10
Parks Dept. Vehicles	15
General Fund Vehicles	5
Water Meters	5
Highway Dept. Light Equipment	15
Parks Department Light Equipment	3
Water Department Light Equipment	5
Acquisition Computer Equipment	15
Highway Department Heavy Equipment	5
Parks Department Heavy Equipment	30
Water Department Heavy Equipment	10
Parking Fields Heavy Equipment	20
Tank Management Program	15
Underground Tank Remediation Project	3
Highway & Road Improvements	5
Highway Truck Wash	15
Highway Salt Dome	40

EXHIBIT B-2

PERIODS OF PROBABLE USEFULNESS

(2008A Bonds)

<u>Purpose</u>	<u>Period of Probable Usefulness (Years)</u>
Highway UIC Consent Drainage Facilities	10
General Fund Bulkheads	20
General Fund Light Equipment	5
Sanitation Dept. Service System	5
Financial Management System	5
General Fund Heavy Equipment	15
Sanitation Dept. Heavy Equipment	15
Highway and Road Improvements	15
General Fund Building Improvement	15
Levittown Water District Various	40
Lido Pt. Lookout Water District Various	40
Lido Pt. Lookout Water District Water Main	40
Refuse Disposal District Merrick Drainage	25
Street Lighting District Heavy Equipment	15
Street Lighting District Upgrade	5
Refuse Disposal District Settled Claim	5
General Fund Vehicles	3
Building Dept. Vehicles	3
Parks Dept. Vehicles	3
General Fund Public Safety Vehicles	3
General Fund Light Equipment	5
Parks Dept. Light Equipment	5
Highway Dept. Light Equipment	5
Water Dept. Light Equipment	5
Parking Fields Heavy Equipment	15
General Fund Heavy Equipment	15
Highway Dept. Heavy Equipment	15
Parks Dept. Heavy Equipment	15
Water Dept. Heavy Equipment	15
Water Dept. Water Meters	5
General Fund Computer Equipment	5
Levittown Salt Dome	10
General Fund Building Improvements	10
Water Dept. Building Improvements	10
General Fund Tank Management	10

EXHIBIT B-3

PERIODS OF PROBABLE USEFULNESS

(2008B Bonds)

<u>Purpose</u>	<u>Period of Probable Usefulness (Years)</u>
Atlantic Beach Estates Club	30
Franklin Square Water District	40
Roosevelt Public Library New Building	30

LEGAL NOTICE

The resolution, a summary of which is published herewith, has been adopted on _____ 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, in the County of Nassau, New York, 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 such validity is commenced within twenty days after the publication of this Notice, or such obligations were authorized in violation of the provisions of the constitution.

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

DATED: _____
Hempstead, New York

Sylvia A. Cabana
Town Clerk

REFUNDING BOND RESOLUTION OF THE TOWN OF HEMPSTEAD, NEW YORK, ADOPTED _____, AUTHORIZING THE REFUNDING OF CERTAIN OUTSTANDING SERIAL BONDS OF SAID TOWN, STATING THE PLAN OF REFUNDING, APPROPRIATING AN AMOUNT NOT TO EXCEED \$32,000,000 FOR SUCH PURPOSE, AUTHORIZING THE ISSUANCE OF REFUNDING BONDS IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$32,000,000 TO FINANCE SAID APPROPRIATION, AND MAKING CERTAIN OTHER DETERMINATIONS RELATIVE THERETO.

The object or purpose is to refund of all or a portion of certain outstanding serial bonds of the Town issued in 2007 and 2008 for various purposes.

The periods of probable usefulness of the objects or purposes for which the bonds were issued in 2007 and 2008 consist of various periods ranging from 3 years to 40 years, commencing on the date of original issuance of the first bonds or bond anticipation notes issued for the respective purposes for which the outstanding bonds were issued.

The amount of obligations to be issued is not to exceed \$32,000,000.

A complete copy of the Bond Resolution summarized above shall be available for public inspection during normal business hours at the office of the office of the Town Clerk, Town Hall, 1 Washington Street, Hempstead, New York.

ESTOPPEL CERTIFICATE

I, SYLVIA A. CABANA, Town Clerk of the Town of Hempstead, in the County of Nassau, New York (the "Town"), HEREBY CERTIFY as follows:

That a resolution of the Town Board of said Town entitled:

“REFUNDING BOND RESOLUTION OF THE TOWN OF HEMPSTEAD, NEW YORK, ADOPTED _____, AUTHORIZING THE REFUNDING OF CERTAIN OUTSTANDING SERIAL BONDS OF SAID TOWN, STATING THE PLAN OF REFUNDING, APPROPRIATING AN AMOUNT NOT TO EXCEED \$32,000,000 FOR SUCH PURPOSE, AUTHORIZING THE ISSUANCE OF REFUNDING BONDS IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$32,000,000 TO FINANCE SAID APPROPRIATION, AND MAKING CERTAIN OTHER DETERMINATIONS RELATIVE THERETO,”

was adopted on _____, and such resolution contained an estoppel clause as permitted by Section 80.00 of the Local Finance Law and a notice setting forth substantially the statements referred to in Section 81.00 of the Local Finance Law, together with a summary of such resolution, was duly published as referred to in said Section 81.00 of the Local Finance Law.

That 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 notice.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Town this ____ day of _____, 2018.

Sylvia A. Cabana, Town Clerk
Town of Hempstead

Town of Hempstead

Nassau County, New York

\$31,410,000 Refunding Serial Bonds - 2018

April 2017 Bond Pricing Spreads plus 25 bps - 2.7.18

Refunding Summary

Dated 05/17/2018 | Delivered 05/17/2018

	2007 Bonds	2008 Series A Bonds	2008 Series B Bonds	Issue Summary
Sources Of Funds				
Par Amount of Bonds	\$8,580,000.00	\$10,065,000.00	\$12,765,000.00	\$31,410,000.00
Reoffering Premium	67,433.00	110,612.65	-	178,045.65
Total Sources	\$8,647,433.00	\$10,175,612.65	\$12,765,000.00	\$31,588,045.65
Uses Of Funds				
Original Issue Discount (OID)	-	-	167,310.60	167,310.60
Total Underwriter's Discount (0.500%)	42,900.00	50,325.00	63,825.00	157,050.00
Costs of Issuance	40,974.21	48,069.00	60,959.89	150,000.00
Deposit to Net Cash Escrow Fund	8,561,712.67	10,077,973.81	12,470,972.63	31,110,659.11
Rounding Amount	1,846.12	(752.06)	1,931.88	3,025.94
Total Uses	\$8,647,433.00	\$10,175,612.65	\$12,765,000.00	\$31,588,045.65

Flow of Funds Detail

State and Local Government Series (SLGS) rates for Date of OMP Candidates	2/07/2018	2/07/2018	2/07/2018	2/07/2018
Primary Purpose Fund Solution Method				
Total Cost of Investments	\$8,561,712.67	\$10,077,973.81	\$12,470,972.63	\$31,110,659.11
Interest Earnings @ 1.505%	10,274.05	37,026.19	45,818.00	93,118.24
Total Draws	\$8,571,986.72	\$10,115,000.00	\$12,516,790.63	\$31,203,777.35

PV Analysis Summary (Net to Net)

Net PV Cashflow Savings @ 3.035%(AIC)	160,301.49	392,455.81	1,203,700.85	1,728,104.74
Contingency or Rounding Amount	1,846.12	(752.06)	1,931.88	3,025.94
Net Present Value Benefit	\$162,147.61	\$391,703.75	\$1,205,632.73	\$1,731,130.68
Net PV Benefit / \$30,600,000 Refunded Principal	1.914%	3.963%	9.846%	5.657%
Net PV Benefit / \$31,410,000 Refunding Principal	1.890%	3.892%	9.445%	5.511%

Bond Statistics

Average Life	1.097 Years	1.919 Years	11.353 Years	5.528 Years
Average Coupon	2.5000000%	2.5000000%	3.1853404%	3.0719570%
Net Interest Cost (NIC)	2.2393526%	2.1878767%	3.3448374%	3.1562190%
Bond Yield for Arbitrage Purposes	3.0352546%	3.0352546%	3.0352546%	3.0352546%
True Interest Cost (TIC)	2.2345919%	2.1789472%	3.3704222%	3.1432183%
All Inclusive Cost (AIC)	1.7718953%	1.9125737%	3.3145158%	3.0352546%

2017 Refunding - 2.7.18 (| Issue Summary | 2/7/2018 | 3:50 PM

Town of Hempstead

Nassau County, New York

\$31,410,000 Refunding Serial Bonds - 2018

April 2017 Bond Pricing Spreads plus 25 bps - 2.7.18

Debt Service Schedule

Part 1 of 2

Date	Principal	Coupon	Interest	Total P+i
10/15/2018	2,770,000.00	2.500%	351,438.33	3,121,438.33
04/15/2019	6,675,000.00	2.500%	392,800.00	7,067,800.00
10/15/2019	-	-	309,362.50	309,362.50
04/15/2020	6,800,000.00	2.500%	309,362.50	7,109,362.50
10/15/2020	-	-	224,362.50	224,362.50
04/15/2021	3,905,000.00	2.500%	224,362.50	4,129,362.50
10/15/2021	-	-	175,550.00	175,550.00
04/15/2022	515,000.00	2.500%	175,550.00	690,550.00
10/15/2022	-	-	169,112.50	169,112.50
04/15/2023	530,000.00	3.000%	169,112.50	699,112.50
10/15/2023	-	-	161,162.50	161,162.50
04/15/2024	545,000.00	3.000%	161,162.50	706,162.50
10/15/2024	-	-	152,987.50	152,987.50
04/15/2025	570,000.00	3.000%	152,987.50	722,987.50
10/15/2025	-	-	144,437.50	144,437.50
04/15/2026	585,000.00	3.000%	144,437.50	729,437.50
10/15/2026	-	-	135,662.50	135,662.50
04/15/2027	605,000.00	3.000%	135,662.50	740,662.50
10/15/2027	-	-	126,587.50	126,587.50
04/15/2028	620,000.00	3.000%	126,587.50	746,587.50
10/15/2028	-	-	117,287.50	117,287.50
04/15/2029	635,000.00	3.000%	117,287.50	752,287.50
10/15/2029	-	-	107,762.50	107,762.50
04/15/2030	660,000.00	3.000%	107,762.50	767,762.50
10/15/2030	-	-	97,862.50	97,862.50
04/15/2031	675,000.00	3.000%	97,862.50	772,862.50
10/15/2031	-	-	87,737.50	87,737.50
04/15/2032	695,000.00	3.000%	87,737.50	782,737.50
10/15/2032	-	-	77,312.50	77,312.50
04/15/2033	715,000.00	3.000%	77,312.50	792,312.50
10/15/2033	-	-	66,587.50	66,587.50
04/15/2034	735,000.00	3.000%	66,587.50	801,587.50
10/15/2034	-	-	55,562.50	55,562.50
04/15/2035	755,000.00	3.500%	55,562.50	810,562.50
10/15/2035	-	-	42,350.00	42,350.00
04/15/2036	780,000.00	3.500%	42,350.00	822,350.00
10/15/2036	-	-	28,700.00	28,700.00
04/15/2037	805,000.00	3.500%	28,700.00	833,700.00
10/15/2037	-	-	14,612.50	14,612.50
04/15/2038	835,000.00	3.500%	14,612.50	849,612.50
Total	\$31,410,000.00	-	\$5,334,238.33	\$36,744,238.33

Town of Hempstead

Nassau County, New York

\$31,410,000 Refunding Serial Bonds - 2018

April 2017 Bond Pricing Spreads plus 25 bps - 2.7.18

Debt Service Schedule

Part 2 of 2

Yield Statistics

Bond Year Dollars	\$173,643.00
Average Life	5.528 Years
Average Coupon	3.0719570%
Net Interest Cost (NIC)	3.1562190%
True Interest Cost (TIC)	3.1432183%
Bond Yield for Arbitrage Purposes	3.0352546%
All Inclusive Cost (AIC)	3.0352546%

IRS Form 8038

Net Interest Cost	3.1204236%
Weighted Average Maturity	5.430 Years

Town of Hempstead

Nassau County, New York

\$31,410,000 Refunding Serial Bonds - 2018

April 2017 Bond Pricing Spreads plus 25 bps - 2.7.18

Debt Service Comparison

Date	Total P+I	Existing D/S	Net New D/S	Old Net D/S	Savings
12/31/2018	3,121,438.33	3,515,750.00	6,637,188.33	6,902,375.01	265,186.68
12/31/2019	7,377,162.50	-	7,377,162.50	7,639,850.02	262,687.52
12/31/2020	7,333,725.00	-	7,333,725.00	7,593,818.76	260,093.76
12/31/2021	4,304,912.50	-	4,304,912.50	4,507,981.26	203,068.76
12/31/2022	859,662.50	-	859,662.50	943,581.26	83,918.76
12/31/2023	860,275.00	-	860,275.00	945,018.76	84,743.76
12/31/2024	859,150.00	-	859,150.00	945,043.76	85,893.76
12/31/2025	867,425.00	-	867,425.00	949,218.76	81,793.76
12/31/2026	865,100.00	-	865,100.00	947,331.26	82,231.26
12/31/2027	867,250.00	-	867,250.00	949,593.76	82,343.76
12/31/2028	863,875.00	-	863,875.00	945,093.76	81,218.76
12/31/2029	860,050.00	-	860,050.00	943,993.76	83,943.76
12/31/2030	865,625.00	-	865,625.00	946,768.76	81,143.76
12/31/2031	860,600.00	-	860,600.00	943,193.76	82,593.76
12/31/2032	860,050.00	-	860,050.00	943,493.76	83,443.76
12/31/2033	858,900.00	-	858,900.00	942,443.76	83,543.76
12/31/2034	857,150.00	-	857,150.00	940,043.76	82,893.76
12/31/2035	852,912.50	-	852,912.50	935,356.26	82,443.76
12/31/2036	851,050.00	-	851,050.00	934,281.26	83,231.26
12/31/2037	848,312.50	-	848,312.50	931,587.50	83,275.00
12/31/2038	849,612.50	-	849,612.50	932,275.00	82,662.50
Total	\$36,744,238.33	\$3,515,750.00	\$40,259,988.33	\$42,662,343.95	\$2,402,355.62

PV Analysis Summary (Net to Net)

Gross PV Debt Service Savings	1,728,104.74
Net PV Cashflow Savings @ 3.035%(AIC)	1,728,104.74
Contingency or Rounding Amount	3,025.94
Net Present Value Benefit	\$1,731,130.68
Net PV Benefit / \$30,600,000 Refunded Principal	5.657%
Net PV Benefit / \$31,410,000 Refunding Principal	5.511%

Refunding Bond Information

Refunding Dated Date	5/17/2018
Refunding Delivery Date	5/17/2018

Town of Hempstead

Nassau County, New York

\$31,410,000 Refunding Serial Bonds - 2018

April 2017 Bond Pricing Spreads plus 25 bps - 2.7.18

Pricing Summary

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price	YTM	Call Date	Call Price	Dollar Price
10/15/2018	Serial Coupon	2.500%	1.630%	2,770,000.00	100.353%	-	-	-	2,779,778.10
04/15/2019	Serial Coupon	2.500%	1.680%	6,675,000.00	100.737%	-	-	-	6,724,194.75
04/15/2020	Serial Coupon	2.500%	1.840%	6,800,000.00	101.233%	-	-	-	6,883,844.00
04/15/2021	Serial Coupon	2.500%	2.030%	3,905,000.00	101.321%	-	-	-	3,956,585.05
04/15/2022	Serial Coupon	2.500%	2.180%	515,000.00	101.192%	-	-	-	521,138.80
04/15/2023	Serial Coupon	3.000%	2.340%	530,000.00	103.043%	-	-	-	546,127.90
04/15/2024	Serial Coupon	3.000%	2.500%	545,000.00	102.730%	-	-	-	559,878.50
04/15/2025	Serial Coupon	3.000%	2.670%	570,000.00	102.068%	-	-	-	581,787.60
04/15/2026	Serial Coupon	3.000%	2.830%	585,000.00	101.195%	-	-	-	591,990.75
04/15/2027	Serial Coupon	3.000%	2.970%	605,000.00	100.208%	2.973%	04/15/2026	100.000%	606,258.40
04/15/2028	Serial Coupon	3.000%	3.050%	620,000.00	99.573%	-	-	-	617,352.60
04/15/2029	Serial Coupon	3.000%	3.160%	635,000.00	98.531%	-	-	-	625,671.85
04/15/2030	Serial Coupon	3.000%	3.260%	660,000.00	97.448%	-	-	-	643,156.80
04/15/2031	Serial Coupon	3.000%	3.310%	675,000.00	96.762%	-	-	-	653,143.50
04/15/2032	Serial Coupon	3.000%	3.420%	695,000.00	95.379%	-	-	-	662,884.05
04/15/2033	Serial Coupon	3.000%	3.470%	715,000.00	94.562%	-	-	-	676,118.30
04/15/2034	Serial Coupon	3.000%	3.560%	735,000.00	93.239%	-	-	-	685,306.65
04/15/2035	Serial Coupon	3.500%	3.590%	755,000.00	98.864%	-	-	-	746,423.20
04/15/2036	Serial Coupon	3.500%	3.620%	780,000.00	98.426%	-	-	-	767,722.80
04/15/2037	Serial Coupon	3.500%	3.700%	805,000.00	97.294%	-	-	-	783,216.70
04/15/2038	Serial Coupon	3.500%	3.730%	835,000.00	96.785%	-	-	-	808,154.75
Total	-	-	-	\$31,410,000.00	-	-	-	-	\$31,420,735.05

Bid Information

Par Amount of Bonds	\$31,410,000.00
Reoffering Premium or (Discount)	10,735.05
Gross Production	\$31,420,735.05
Total Underwriter's Discount (0.500%)	\$(157,050.00)
Bid (99.534%)	31,263,685.05
Total Purchase Price	\$31,263,685.05
Bond Year Dollars	\$173,643.00
Average Life	5.528 Years
Average Coupon	3.0719570%
Net Interest Cost (NIC)	3.1562190%
True Interest Cost (TIC)	3.1432183%

Town of Hempstead

Nassau County, New York

\$31,410,000 Refunding Serial Bonds - 2018

April 2017 Bond Pricing Spreads plus 25 bps - 2.7.18

Escrow Fund Cashflow

Date	Principal	Rate	Interest	Receipts	Disbursements	Cash Balance
05/17/2018	-	-	-	2.11	-	2.11
06/16/2018	8,561,712.00	1.460%	10,274.05	8,571,986.05	8,571,986.72	1.44
08/15/2018	22,548,945.00	1.490%	82,844.19	22,631,789.19	22,631,790.63	-
Total	\$31,110,657.00	-	\$93,118.24	\$31,203,777.35	\$31,203,777.35	-

Investment Parameters

Investment Model [PV, GIC, or Securities]	Securities
Default investment yield target	Bond Yield
Cash Deposit	2.11
Cost of Investments Purchased with Bond Proceeds	31,110,657.00
Total Cost of Investments	\$31,110,659.11
Target Cost of Investments at bond yield	\$31,016,957.65
Actual positive or (negative) arbitrage	(93,701.46)
Yield to Receipt	1.5045896%
Yield for Arbitrage Purposes	3.0352546%
State and Local Government Series (SLGS) rates for	2/07/2018

Town of Hempstead

Nassau County, New York

\$31,410,000 Refunding Serial Bonds - 2018

April 2017 Bond Pricing Spreads plus 25 bps - 2.7.18

Escrow Summary Cost

Maturity	Type	Coupon	Yield	\$ Price	Par Amount	Principal Cost	+Accrued Interest	= Total Cost
Escrow								
06/16/2018	SLGS-CI	1.460%	1.460%	100.0000000%	8,561,712	8,561,712.00	-	8,561,712.00
08/15/2018	SLGS-CI	1.490%	1.490%	100.0000000%	22,548,945	22,548,945.00	-	22,548,945.00
Subtotal		-	-	-	\$31,110,657	\$31,110,657.00	-	\$31,110,657.00
Total		-	-	-	\$31,110,657	\$31,110,657.00	-	\$31,110,657.00

Escrow

Cash Deposit	2.11
Cost of Investments Purchased with Bond Proceeds	31,110,657.00
Total Cost of Investments	\$31,110,659.11

Delivery Date 5/17/2018

Town of Hempstead

Nassau County, New York

\$31,410,000 Refunding Serial Bonds - 2018

April 2017 Bond Pricing Spreads plus 25 bps - 2.7.18

Summary Of Bonds Refunded

Issue	Maturity	Type	of Bond	Coupon	Maturity Value	Call Date	Call Price
Dated 9/11/2007 Delivered 9/11/2007							
2007 Bonds	09/01/2018	Serial	Coupon	4.000%	2,710,000	06/16/2018	100.000%
2007 Bonds	09/01/2019	Serial	Coupon	4.125%	2,825,000	06/16/2018	100.000%
2007 Bonds	09/01/2020	Serial	Coupon	4.250%	2,935,000	06/16/2018	100.000%
Subtotal	-	-	-	-	\$8,470,000	-	-
Dated 8/28/2008 Delivered 8/28/2008							
2008 Series A Bonds	08/15/2019	Serial	Coupon	5.000%	3,170,000	08/15/2018	100.000%
2008 Series A Bonds	08/15/2020	Serial	Coupon	5.000%	3,290,000	08/15/2018	100.000%
2008 Series A Bonds	08/15/2021	Serial	Coupon	4.000%	3,425,000	08/15/2018	100.000%
Subtotal	-	-	-	-	\$9,885,000	-	-
Dated 8/28/2008 Delivered 8/28/2008							
2008 Series B Bonds	08/15/2019	Serial	Coupon	4.000%	400,000	08/15/2018	100.000%
2008 Series B Bonds	08/15/2020	Serial	Coupon	4.000%	415,000	08/15/2018	100.000%
2008 Series B Bonds	08/15/2021	Serial	Coupon	4.000%	435,000	08/15/2018	100.000%
2008 Series B Bonds	08/15/2022	Serial	Coupon	4.125%	450,000	08/15/2018	100.000%
2008 Series B Bonds	08/15/2023	Serial	Coupon	4.250%	470,000	08/15/2018	100.000%
2008 Series B Bonds	08/15/2024	Serial	Coupon	4.250%	490,000	08/15/2018	100.000%
2008 Series B Bonds	08/15/2025	Serial	Coupon	4.250%	515,000	08/15/2018	100.000%
2008 Series B Bonds	08/15/2026	Serial	Coupon	4.250%	535,000	08/15/2018	100.000%
2008 Series B Bonds	08/15/2027	Serial	Coupon	4.375%	560,000	08/15/2018	100.000%
2008 Series B Bonds	08/15/2028	Serial	Coupon	4.500%	580,000	08/15/2018	100.000%
2008 Series B Bonds	08/15/2029	Serial	Coupon	4.500%	605,000	08/15/2018	100.000%
2008 Series B Bonds	08/15/2030	Serial	Coupon	4.500%	635,000	08/15/2018	100.000%
2008 Series B Bonds	08/15/2031	Serial	Coupon	4.500%	660,000	08/15/2018	100.000%
2008 Series B Bonds	08/15/2032	Serial	Coupon	4.500%	690,000	08/15/2018	100.000%
2008 Series B Bonds	08/15/2033	Serial	Coupon	4.500%	720,000	08/15/2018	100.000%
2008 Series B Bonds	08/15/2034	Serial	Coupon	4.625%	750,000	08/15/2018	100.000%
2008 Series B Bonds	08/15/2035	Serial	Coupon	4.625%	780,000	08/15/2018	100.000%
2008 Series B Bonds	08/15/2036	Serial	Coupon	4.625%	815,000	08/15/2018	100.000%
2008 Series B Bonds	08/15/2037	Serial	Coupon	4.625%	850,000	08/15/2018	100.000%
2008 Series B Bonds	08/15/2038	Serial	Coupon	4.750%	890,000	08/15/2018	100.000%
Subtotal	-	-	-	-	\$12,245,000	-	-
Total	-	-	-	-	\$30,600,000	-	-

Town of Hempstead

Nassau County, New York

\$8,580,000 Refunding Serial Bonds - 2018

April 2017 Bond Pricing Spreads plus 25 bps - 2.7.18

Debt Service Comparison

Date	Total P+I	Net New D/S	Old Net D/S	Savings
12/31/2018	2,818,183.33	2,818,183.33	2,884,834.38	66,651.05
12/31/2019	3,000,125.00	3,000,125.00	3,066,268.76	66,143.76
12/31/2020	2,997,000.00	2,997,000.00	3,059,737.50	62,737.50
Total	\$8,815,308.33	\$8,815,308.33	\$9,010,840.64	\$195,532.31

PV Analysis Summary (Net to Net)

Gross PV Debt Service Savings	160,301.49
Net PV Cashflow Savings @ 1.772%(AIC)	160,301.49
Contingency or Rounding Amount	1,846.12
Net Present Value Benefit	\$162,147.61
Net PV Benefit / \$8,470,000 Refunded Principal	1.914%
Net PV Benefit / \$8,580,000 Refunding Principal	1.890%

Refunding Bond Information

Refunding Dated Date	5/17/2018
Refunding Delivery Date	5/17/2018

Town of Hempstead

Nassau County, New York

\$30,348,650 Public Improvement (Serial) Bonds, 2007 Series A

Debt Service To Maturity And To Call

Date	Refunded Bonds	Refunded Interest	D/S To Call	Principal	Coupon	Interest	Refunded D/S
06/16/2018	8,470,000.00	101,986.72	8,571,986.72	-	-	-	-
09/01/2018	-	-	-	2,710,000.00	4.000%	174,834.38	2,884,834.38
03/01/2019	-	-	-	-	-	120,634.38	120,634.38
09/01/2019	-	-	-	2,825,000.00	4.125%	120,634.38	2,945,634.38
03/01/2020	-	-	-	-	-	62,368.75	62,368.75
09/01/2020	-	-	-	2,935,000.00	4.250%	62,368.75	2,997,368.75
Total	\$8,470,000.00	\$101,986.72	\$8,571,986.72	\$8,470,000.00	-	\$540,840.64	\$9,010,840.64

Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation	5/17/2018
Average Life	1.315 Years
Average Coupon	4.1915844%
Weighted Average Maturity (Par Basis)	1.315 Years
Weighted Average Maturity (Original Price Basis)	1.315 Years

Refunding Bond Information

Refunding Dated Date	5/17/2018
Refunding Delivery Date	5/17/2018

Town of Hempstead

Nassau County, New York

\$10,065,000 Refunding Serial Bonds - 2018

April 2017 Bond Pricing Spreads plus 25 bps - 2.7.18

Debt Service Comparison

Date	Total P+I	Existing D/S	Net New D/S	Old Net D/S	Savings
12/31/2018	113,445.83	3,126,250.00	3,239,695.83	3,356,250.00	116,554.17
12/31/2019	3,515,062.50	-	3,515,062.50	3,630,000.00	114,937.50
12/31/2020	3,476,875.00	-	3,476,875.00	3,591,500.00	114,625.00
12/31/2021	3,442,500.00	-	3,442,500.00	3,562,000.00	119,500.00
Total	\$10,547,883.33	\$3,126,250.00	\$13,674,133.33	\$14,139,750.00	\$465,616.67

PV Analysis Summary (Net to Net)

Gross PV Debt Service Savings	392,455.81
Net PV Cashflow Savings @ 1.913%(AIC)	392,455.81
Contingency or Rounding Amount	(752.06)
Net Present Value Benefit	\$391,703.75
Net PV Benefit / \$9,885,000 Refunded Principal	3.963%
Net PV Benefit / \$10,065,000 Refunding Principal	3.892%

Refunding Bond Information

Refunding Dated Date	5/17/2018
Refunding Delivery Date	5/17/2018

Town of Hempstead

Nassau County, New York

\$33,415,000 Public Improvement (Serial) Bonds, 2008 Series A

Debt Service To Maturity And To Call

Date	Refunded Bonds	Refunded Interest	D/S To Call	Principal	Coupon	Interest	Refunded D/S
08/15/2018	9,885,000.00	230,000.00	10,115,000.00	-	5.000%	230,000.00	230,000.00
02/15/2019	-	-	-	-	-	230,000.00	230,000.00
08/15/2019	-	-	-	3,170,000.00	5.000%	230,000.00	3,400,000.00
02/15/2020	-	-	-	-	-	150,750.00	150,750.00
08/15/2020	-	-	-	3,290,000.00	5.000%	150,750.00	3,440,750.00
02/15/2021	-	-	-	-	-	68,500.00	68,500.00
08/15/2021	-	-	-	3,425,000.00	4.000%	68,500.00	3,493,500.00
Total	\$9,885,000.00	\$230,000.00	\$10,115,000.00	\$9,885,000.00	-	\$1,128,500.00	\$11,013,500.00

Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation	5/17/2018
Average Life	2.270 Years
Average Coupon	4.5048323%
Weighted Average Maturity (Par Basis)	2.270 Years
Weighted Average Maturity (Original Price Basis)	2.270 Years

Refunding Bond Information

Refunding Dated Date	5/17/2018
Refunding Delivery Date	5/17/2018

Town of Hempstead

Nassau County, New York

\$12,765,000 Refunding Serial Bonds - 2018

April 2017 Bond Pricing Spreads plus 25 bps - 2.7.18

Debt Service Comparison

Date	Total P+I	Existing D/S	Net New D/S	Old Net D/S	Savings
12/31/2018	189,809.17	389,500.00	579,309.17	661,290.63	81,981.46
12/31/2019	861,975.00	-	861,975.00	943,581.26	81,606.26
12/31/2020	859,850.00	-	859,850.00	942,581.26	82,731.26
12/31/2021	862,412.50	-	862,412.50	945,981.26	83,568.76
12/31/2022	859,662.50	-	859,662.50	943,581.26	83,918.76
12/31/2023	860,275.00	-	860,275.00	945,018.76	84,743.76
12/31/2024	859,150.00	-	859,150.00	945,043.76	85,893.76
12/31/2025	867,425.00	-	867,425.00	949,218.76	81,793.76
12/31/2026	865,100.00	-	865,100.00	947,331.26	82,231.26
12/31/2027	867,250.00	-	867,250.00	949,593.76	82,343.76
12/31/2028	863,875.00	-	863,875.00	945,093.76	81,218.76
12/31/2029	860,050.00	-	860,050.00	943,993.76	83,943.76
12/31/2030	865,625.00	-	865,625.00	946,768.76	81,143.76
12/31/2031	860,600.00	-	860,600.00	943,193.76	82,593.76
12/31/2032	860,050.00	-	860,050.00	943,493.76	83,443.76
12/31/2033	858,900.00	-	858,900.00	942,443.76	83,543.76
12/31/2034	857,150.00	-	857,150.00	940,043.76	82,893.76
12/31/2035	852,912.50	-	852,912.50	935,356.26	82,443.76
12/31/2036	851,050.00	-	851,050.00	934,281.26	83,231.26
12/31/2037	848,312.50	-	848,312.50	931,587.50	83,275.00
12/31/2038	849,612.50	-	849,612.50	932,275.00	82,662.50
Total	\$17,381,046.67	\$389,500.00	\$17,770,546.67	\$19,511,753.31	\$1,741,206.64

PV Analysis Summary (Net to Net)

Gross PV Debt Service Savings	1,203,700.85
Net PV Cashflow Savings @ 3.315%(AIC)	1,203,700.85
Contingency or Rounding Amount	1,931.88
Net Present Value Benefit	\$1,205,632.73
Net PV Benefit / \$12,245,000 Refunded Principal	9.846%
Net PV Benefit / \$12,765,000 Refunding Principal	9.445%

Refunding Bond Information

Refunding Dated Date	5/17/2018
Refunding Delivery Date	5/17/2018

Town of Hempstead

Nassau County, New York

\$15,427,000 Public Improvement (Serial) Bonds, 2008 Series B

Debt Service To Maturity And To Call

Part 1 of 2

Date	Refunded Bonds	Refunded Interest	D/S To Call	Principal	Coupon	Interest	Refunded D/S
08/15/2018	12,245,000.00	271,790.63	12,516,790.63	-	5.000%	271,790.63	271,790.63
02/15/2019	-	-	-	-	-	271,790.63	271,790.63
08/15/2019	-	-	-	400,000.00	4.000%	271,790.63	671,790.63
02/15/2020	-	-	-	-	-	263,790.63	263,790.63
08/15/2020	-	-	-	415,000.00	4.000%	263,790.63	678,790.63
02/15/2021	-	-	-	-	-	255,490.63	255,490.63
08/15/2021	-	-	-	435,000.00	4.000%	255,490.63	690,490.63
02/15/2022	-	-	-	-	-	246,790.63	246,790.63
08/15/2022	-	-	-	450,000.00	4.125%	246,790.63	696,790.63
02/15/2023	-	-	-	-	-	237,509.38	237,509.38
08/15/2023	-	-	-	470,000.00	4.250%	237,509.38	707,509.38
02/15/2024	-	-	-	-	-	227,521.88	227,521.88
08/15/2024	-	-	-	490,000.00	4.250%	227,521.88	717,521.88
02/15/2025	-	-	-	-	-	217,109.38	217,109.38
08/15/2025	-	-	-	515,000.00	4.250%	217,109.38	732,109.38
02/15/2026	-	-	-	-	-	206,165.63	206,165.63
08/15/2026	-	-	-	535,000.00	4.250%	206,165.63	741,165.63
02/15/2027	-	-	-	-	-	194,796.88	194,796.88
08/15/2027	-	-	-	560,000.00	4.375%	194,796.88	754,796.88
02/15/2028	-	-	-	-	-	182,546.88	182,546.88
08/15/2028	-	-	-	580,000.00	4.500%	182,546.88	762,546.88
02/15/2029	-	-	-	-	-	169,496.88	169,496.88
08/15/2029	-	-	-	605,000.00	4.500%	169,496.88	774,496.88
02/15/2030	-	-	-	-	-	155,884.38	155,884.38
08/15/2030	-	-	-	635,000.00	4.500%	155,884.38	790,884.38
02/15/2031	-	-	-	-	-	141,596.88	141,596.88
08/15/2031	-	-	-	660,000.00	4.500%	141,596.88	801,596.88
02/15/2032	-	-	-	-	-	126,746.88	126,746.88
08/15/2032	-	-	-	690,000.00	4.500%	126,746.88	816,746.88
02/15/2033	-	-	-	-	-	111,221.88	111,221.88
08/15/2033	-	-	-	720,000.00	4.500%	111,221.88	831,221.88
02/15/2034	-	-	-	-	-	95,021.88	95,021.88
08/15/2034	-	-	-	750,000.00	4.625%	95,021.88	845,021.88
02/15/2035	-	-	-	-	-	77,678.13	77,678.13
08/15/2035	-	-	-	780,000.00	4.625%	77,678.13	857,678.13
02/15/2036	-	-	-	-	-	59,640.63	59,640.63
08/15/2036	-	-	-	815,000.00	4.625%	59,640.63	874,640.63
02/15/2037	-	-	-	-	-	40,793.75	40,793.75
08/15/2037	-	-	-	850,000.00	4.625%	40,793.75	890,793.75
02/15/2038	-	-	-	-	-	21,137.50	21,137.50
08/15/2038	-	-	-	890,000.00	4.750%	21,137.50	911,137.50
Total	\$12,245,000.00	\$271,790.63	\$12,516,790.63	\$12,245,000.00	-	\$6,877,253.31	\$19,122,253.31

2008 Series B Bonds | SINGLE PURPOSE | 2/7/2018 | 3:50 PM

Town of Hempstead

Nassau County, New York

\$15,427,000 Public Improvement (Serial) Bonds, 2008 Series B

Debt Service To Maturity And To Call

Part 2 of 2

Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation	5/17/2018
Average Life	12.131 Years
Average Coupon	4.5364338%
Weighted Average Maturity (Par Basis)	12.131 Years
Weighted Average Maturity (Original Price Basis)	12.131 Years

Refunding Bond Information

Refunding Dated Date	5/17/2018
Refunding Delivery Date	5/17/2018

Amending Resolution No. 19-2018 Re: Various offices, positions & occupations in the Town Government of the Town of Hempstead



Item # 41

Case # 7

CASE NO. 29878

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 & 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 & RESTRICTIONS" to limit parking at various locations; and

WHEREAS, Councilman _____ has introduced a proposed local law known as Intro. No.15-2018, Print No. 1 to amend the said Chapter 202 of the Code of the Town of Hempstead to include and repeal "REGULATIONS & 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 March 6th, 2018 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. 15-2018, Print No. 1, to amend Chapter 202 of the Code of the Town of Hempstead to include and repeal "REGULATIONS & 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 # 29878

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that pursuant to Article 9 of the New York State Constitution, the provisions of the Town Law and Municipal Home Rule of the State of New York, both as amended, a public hearing will be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, on the 6th day of March, 2018, 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 AND REPEAL "REGULATIONS AND RESTRICTIONS" to limit parking at the following locations:

- OCEANSIDE SECTION 202-13 MERRIFIELD AVENUE (TH 007/18) North side - NO PARKING 8 A.M. - 10 A.M. EXCEPT SATURDAYS, SUNDAYS, AND HOLIDAYS - starting from the East curbline of Yost Blvd east for a distance of 275 feet.
- SEAFORD SECTION 202-4 CORRAL PATH (TH 012/18) East side - NO PARKING 8 A.M. - 3 P.M. EXCEPT SATURDAYS, SUNDAYS, AND HOLIDAYS - starting at a point 78 feet south of the south curbline of Marjorie Lane, south for a distance of 64 feet.
- KENORA PLACE (TH 009/18) East side - TWO HOUR PARKING 8AM TO 5PM - starting at a point 95 feet north of the north curbline of Merrick Road, north for a distance of 44 feet.
- MAJORIE LANE (TH 015/18) North side - NO PARKING 8 A.M. TO 5 P.M. - starting at a point 56 feet west of the west curbline of Guildford Park Drive, west for a distance of 75 feet.
- MERRICK ROAD (TH 009/18) South side - TWO HOUR PARKING 8AM TO 5 PM - starting at a point 50 feet east of the east curbline of Kenora Place, east for a distance of 58 feet.
- NAOMI PLACE (TH 009/18) South side - TWO HOUR PARKING 8AM TO 5PM - starting at a point 35 feet east of the east curbline of Kenora Place, east for a distance of 65 feet.

WOODMERE PROSPECT AVENUE (TH 555/17) East side - ONE
SECTION 202-17 HOUR PARKING 8 A.M. to 6 P.M. - from the
 north curbline of Central Ave, north to the
 south curbline of Cedar Lane.

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

OCEANSIDE MERRIFIELD AVENUE (TH 325/04) North side -
SECTION 202-13 NO PARKING 8 A.M. TO 10 P.M. EXCEPT
 SATURDAYS, SUNDAYS & HOLIDAYS - starting from
 the east curbline of Yost Boulevard, east for
 a distance of 222 feet. (Adopted 9/7/04)

WOODMERE PROSPECT AVENUE (122/13) East side - ONE HOUR
SECTION 202-17 PARKING 8 AM - 6 PM - from the north curbline
 of Central Avenue; north to the south
 curbline of Cedar Lane.
 (Adopted 9/3/13)

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

Dated: February 20, 2018
Hempstead, New York

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

LAURA A. GILLEN
Supervisor

SYLVIA A. CABANA
Town Clerk

Town of Hempstead

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

OCEANSIDE
SECTION 202-13

MERRIFIELD AVENUE (TH 007/18) North side – NO PARKING 8 A.M. – 10 A.M. EXCEPT SATURDAYS, SUNDAYS, AND HOLIDAYS – starting from the east curbline of Yost Blvd east for a distance of 275 feet.

SEAFORD
SECTION 202-4

CORRAL PATH (TH 012/18) East side – NO PARKING 8 A.M. – 3 P.M. EXCEPT SATURDAYS, SUNDAYS, AND HOLIDAYS – starting at a point 78 feet south of the south curbline of Marjorie Lane, south for a distance of 64 feet.

KENORA PLACE (TH 009/18) East side – TWO HOUR PARKING 8AM TO 5PM – starting at a point 95 feet north of the north curbline of Merrick Road, north for a distance of 44 feet.

MAJORIE LANE (TH 015/18) North side – NO PARKING 8 A.M. TO 5 P.M. – starting at a point 56 feet west of the west curbline of Guildford Park Drive, west for a distance of 75 feet.

MERRICK ROAD (TH 009/18) South side – TWO HOUR PARKING 8AM TO 5 PM – starting at a point 50 feet east of the east curbline of Kenora Place, east for a distance of 58 feet.

NAOMI PLACE (TH 009/18) South side – TWO HOUR PARKING 8AM TO 5PM – starting at a point 35 feet east of the east curbline of Kenora Place, east for a distance of 65 feet.

WOODMERE
SECTION 202-17

PROSPECT AVENUE (TH 555/17) East side – ONE HOUR PARKING 8 A.M. to 6 P.M. – from the north curbline of Central Ave, north to the south curbline of Cedar Lane.

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

OCEANSIDE
SECTION 202-13

MERRIFIELD AVENUE (TH 325/04) North side – NO PARKING 8 A.M. TO 10 P.M. EXCEPT SATURDAYS, SUNDAYS & HOLIDAYS – starting from the east curbline of Yost Boulevard, east for a distance of 222 feet.
(Adopted 9/7/04)

WOODMERE
SECTION 202-17

PROSPECT AVENUE (122/13) East side – ONE HOUR PARKING 8 AM – 6 PM – from the north curbline of Central Avenue; north to the south curbline of Cedar Lane.
(Adopted 9/3/13)

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

CASE NO. 29879

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION CALLING A PUBLIC HEARING ON A PROPOSED LOCAL LAW TO AMEND CHAPTER 202-1 OF THE CODE OF THE TOWN OF HEMPSTEAD TO INCLUDE AND REPEAL "PARKING OR STANDING PROHIBITONS" 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 202-1 of the Code of the Town of Hempstead entitled "PARKING OR STANDING PROHIBITONS" at various locations; and

WHEREAS, Councilman _____ has introduced a proposed local law known as Intro. No. 16-2018, 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 March 6th, 2018, 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. 16-2018, Print No. 1, to amend Chapter 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 # 29879

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that pursuant to Article 9 of the New York State Constitution, the provisions of the Town Law and Municipal Home Rule of the State of New York, both as amended, a public hearing will be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, on the 6th day of March, 2018, 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 AND REPEAL "PARKING OR STANDING PROHIBITIONS" at the following locations:

ROOSEVELT EAST CLINTON AVENUE (TH 538/17) South Side
- NO PARKING ANYTIME - starting at a point
10 feet west of the south curbline of Park
Avenue, then west for a distance of
85 feet.

SEAFORD KENORA PLACE (TH 009/18) East Side - NO
STOPPING HERE TO CORNER - starting at the
north curbline of Merrick Road, north for
a distance of 61 feet.

KENORA PLACE (TH 009/18) East Side - NO
STOPPING HERE TO CORNER - starting at the
south curb line of Naomi Place, south for
a distance of 50 feet.

NAOMI PLACE (TH 009/18) South Side - NO
STOPPING HERE TO CORNER - starting at the
east curbline of Kenora Place east for a
distance of 35 feet.

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

SEAFORD

KENORA PLACE (TH 38) East side
- NO PARKING - starting at the
north curb line of Merrick
Road, north to the south curb
line of Naomi Place.
(Adopted 5/15/62)

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

Dated: February 20, 2018
Hempstead, New York

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

LAURA A. GILLEN
Supervisor

SYLVIA A. CABANA
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 ninety five of two thousand seventeen is hereby amended by including therein "PARKING OR STANDING PROHIBITIONS" at the following locations:

ROOSEVELT EAST CLINTON AVENUE (TH 538/17) South Side – NO PARKING ANYTIME – starting at a point 10 feet west of the south curblines of Park Avenue, then west for a distance of 85 feet.

SEAFORD KENORA PLACE (TH 009/18) East Side – NO STOPPING HERE TO CORNER – starting at the north curblines of Merrick Road, north for a distance of 61 feet.

KENORA PLACE (TH 009/18) East Side – NO STOPPING HERE TO CORNER – starting at the south curblines of Naomi Place, south for a distance of 50 feet.

NAOMI PLACE (TH 009/18) South Side – NO STOPPING HERE TO CORNER – starting at the east curblines of Kenora Place east for a distance of 35 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 ninety five of two thousand seventeen is hereby amended by repealing therein "PARKING OR STANDING PROHIBITIONS" at the following locations:

SEAFORD KENORA PLACE (TH 38) East side – NO PARKING – starting at the north curb line of Merrick Road, north to the south curb line of Naomi Place. (Adopted 5/15/62)

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

CASE NO. 29880

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

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

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

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

WHEREAS, Senior Councilwoman Goosby has introduced a proposed local law known as Intro. No. 17-2018, 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 March 6th, 2018, 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.17-2018, Print No. 1, to amend Sections 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 # 29880

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that pursuant to Article 9 of the New York State Constitution, the provisions of the Town Law and Municipal Home Rule of the State of New York, both as amended, a public hearing will be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, on the 6th day of March, 2018, 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:

SEAFORD SOUTH SEAMANS NECK ROAD (TH 545/17)
STOP - all traffic traveling
Westbound on Darby Lane shall come
to a full stop.

(NR) VALLEY STREAM ALDEN AVENUE (TH 560/17) STOP - all
traffic traveling Southbound on
William Street shall come to a full
stop.

ALDEN AVENUE (TH 560/17) STOP - all
traffic traveling Northbound on
Charles Street shall come to a full
stop.

ALDEN AVENUE (TH 560/17) STOP - all
traffic traveling Southbound on
Law Street shall come to a full
stop.

ALDEN AVENUE (TH 560/17) STOP - all
traffic traveling Northbound on
Georgia Street shall come to a full
stop.

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

Dated: February 20, 2018
Hempstead, New York

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

LAURA A. GILLEN
Supervisor

SYLVIA A. CABANA
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 ninety six of two thousand seventeen is hereby amended by including therein "ARTERIAL STOPS" at the following locations:

SEAFORD

SOUTH SEAMANS NECK ROAD (TH 545/17) STOP – all traffic traveling Westbound on Darby Lane shall come to a full stop.

(NR) VALLEY STREAM

ALDEN AVENUE (TH 560/17) STOP – all traffic traveling southbound on William Street shall come to a full stop.

ALDEN AVENUE (TH 560/17) STOP – all traffic traveling northbound on Charles Street shall come to a full stop.

ALDEN AVENUE (TH 560/17) STOP – all traffic traveling southbound on Law Street shall come to a full stop.

ALDEN AVENUE (TH 560/17) STOP – all traffic traveling northbound on Georgia Street shall come to a full stop.

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

Adopted:

Council _____ offered the following resolution and moved its adoption:

RESOLUTION CALLING A PUBLIC HEARING ON A LOCAL LAW TO AMEND CHAPTER ONE HUNDRED NINETY OF THE CODE OF THE TOWN OF HEMPSTEAD, BY THE INSERTION OF LOCATIONS INTO SECTION 190-4 SUBSECTION "B", IN RELATION TO A THIRTY MILES PER HOUR VEHICLE SPEED LIMIT IN ISLAND PARK AND TO REPEAL LOCAL LAW NUMBER THREE OF ONE THOUSAND NINE HUNDRED SIXTY-SIX.

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

WHEREAS, it appears to be in the public interest to consider the enactment of a local law to amend Chapter 190 of the Code of the Town of Hempstead by the insertion of a location into Section 190-4, subsection "B", in relation to a thirty mile per hour speed limit in Island Park and to repeal local law number three of One Thousand Nine Hundred Sixty-Six; and

WHEREAS, Council _____ has introduced a local law known as Intro. No. _____ -2018, Print No. 1, as aforesaid;

NOW, THEREFORE, BE IT

RESOLVED, that a public hearing be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Village and Town of Hempstead, New York on the 6th day of March, 2018, at 10:30 o'clock in the forenoon of that day at which time all interested persons shall be heard on the enactment of a local law known as Intro. No. _____ -2018, Print No. 1, to amend Chapter 190 of the Code of the Town of Hempstead by the insertion of a location into Section 190-4, subsection "B" in relation to a thirty mile per hour speed limit in Island Park and to repeal local law number three of One Thousand Nine Hundred Sixty-Six; and, BE IT FURTHER

RESOLVED, that the Town Clerk shall give notice of such hearing by the publication thereof in a newspaper of general circulation in the Town of Hempstead and by the posting of such notice on the bulletin board maintained by them for that purpose in the Town Hall once, pursuant to Section 4-1 of Chapter 4 of the Code of the Town of Hempstead entitled, "Local Laws: Adoption" prior to the date of said hearing.

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

AYES:

NOES:

Item # _____ 45

Case # _____ 19565

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that pursuant to Article 9 of the New York State Constitution, the provisions of the Town Law and the Municipal Home Rule Law of the State of New York, as amended, a public hearing will be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, on the 6th day of March , 2018, at 10:30 o'clock in the forenoon of that day to consider the enactment of a local law to amend Section 190-4, subsection "B" of the Code of the Town of Hempstead by the insertion of a location in relation to a thirty mile per hour speed limit, as follows:

ISLAND PARK

AUSTIN BOULEVARD - from Long Beach Road to Incorporated Village of Island Park line.
(TH-462B/17)

and to repeal local law number three of one thousand nine hundred sixty-six, in relation to a forty mile per hour speed limit, as follows:

ISLAND PARK

AUSTIN BOULEVARD - from Long Beach Road to Incorporated Village of Island Park line. (effective 7/07/66) (TH-462B/17)

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

ALL PERSONS INTERESTED shall have an opportunity to be

heard on said proposal at the time and place aforesaid.

Dated: Hempstead, New York
February 20, 2018.

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

LAURA A. GILLEN
Supervisor

SYLVIA A. CABANA
Town Clerk

Intro No.

Print No.

Town of Hempstead

A local law to amend section one hundred ninety of the Code of the Town of Hempstead by the insertion of locations into section one hundred ninety dash four, subsection "B", in relation to a 30 mile per hour vehicle speed limit and to repeal local law number three of nineteen hundred, sixty-six.

Introduced by:

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

Section 1. Section one hundred ninety dash four, subsection "B" of the code of the town of Hempstead as constituted by local law number one of nineteen hundred, sixty-nine, hereby is amended by the insertion of locations, in relation to a thirty mile per hour speed limit, as follows:

ISLAND PARK

AUSTIN BOULEVARD - from Long Beach Road to Incorporated Village of Island Park line.
(TH-462B/17)

Section 2. Section one hundred ninety dash eight of the code of the town of Hempstead as constituted by local law number one of nineteen hundred, sixty-nine, hereby is amended by the repeal of local law number three of nineteen hundred, sixty-six in relation to a forty mile per hour speed limit, as follows:

ISLAND PARK

AUSTIN BOULEVARD - from Long Beach Road to Incorporated Village of Island Park line.
(effective 7/07/66) (TH-462B/17)

§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 LOCAL LAW TO AMEND SUBSECTION B OF SECTION 10C-4 OF CHAPTER 10C OF THE TOWN CODE IN RELATION TO REAL PROPERTY TAX RELIEF FOR COLD WAR VETERANS IN THE TOWN OF HEMPSTEAD

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

WHEREAS, it is in the public interest to consider the enactment of a local law to amend Subsection B of Section 10C-4 of Chapter 10C of the Code of the Town of Hempstead, in relation to Real Property Tax Relief for Cold War Veterans in the Town of Hempstead; and

WHEREAS, has introduced the proposed local law known as Intro. No. -2018 Print No. , as aforesaid; and

NOW, THEREFORE, BE IT

RESOLVED, that a public hearing be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Village and Town of Hempstead, New York on the 6th day of March ,2018 at 10:30 o'clock in the forenoon of that day at which time all interested persons shall be heard on the enactment of a local law known as Intro. No. -2018, Print No. , to amend subsection B of Section 10C-4 of Chapter 10C of the Code of the Town of Hempstead, in relation to Real Property Tax Relief for Cold War Veterans in the Town of Hempstead; and, BE IT FURTHER

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

46

Case #

15511

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 6th day of March 2018, at 10:30 o'clock in the forenoon of that day, to consider the enactment of a local law to amend Subsection B of Section 10C-4 of Chapter 10C of the Code of the Town of Hempstead, in relation to Real Property Tax Relief for Cold War Veterans in the Town of Hempstead.

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

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

Dated: Hempstead, New York
, 2018

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

SYLVIA A. CABANA
Town Clerk

LAURA GILLEN
Supervisor

Intro. No.

Print No.

Town of Hempstead

A local law to amend subsection B of section 10C-4 of Chapter 10C of the Code of the Town of Hempstead, in relation to Real Property Tax Relief for Cold War Veterans in the Town of Hempstead.

Introduced by:

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

Section 1. Subsection B of Section 10C-4 of Chapter 10C of the code of the town of Hempstead, as constituted by local law number thirty-eight of two thousand and eight, hereby is amended, and shall henceforth read as follows:

Chapter 10C
Real Property Tax Relief for Cold War Veterans

* * *

§ 10C-4. Limitations; term of exemption; application.

B. The exemption provided in this chapter shall continue for as long as the qualified owner(s) of qualified residential real property remains a qualified owner(s).

Section 2. This local law shall become effective immediately upon filing with the secretary of state.

CASE NO. 16214

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION CALLING A PUBLIC HEARING
ON THE ADOPTION OF TOWN OF HEMPSTEAD
PUBLIC PARKING FIELD MAPS SHOWING
PARKING REGULATIONS AT CERTAIN PARKING
FIELDS.

WHEREAS, pursuant to Section 80-4 of the Code of the Town of Hempstead, public hearings are held on the adoption of public parking field maps, indicating traffic and parking regulations thereon; and

WHEREAS, the Commissioner of General Services has submitted parking field maps for certain locations showing revisions of maps heretofore adopted with respect to said regulations;

NOW, THEREFORE, BE IT

RESOLVED, that a public hearing will be held at the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York on the 6th day of March, 2018, at 10:30 o'clock in the forenoon of that day, at which time all interested persons shall be heard on the adoption of the following public parking field maps showing the adoption of two (2) "Handicapped Permit Required" signs and two (2) "No Parking Anytime" signs in parking field S-4, Seaford; all in accordance with Section 80-4 of the Code of the Town of Hempstead:

SEAFORD
S-4

Jackson Avenue - Smith Lane
Parking Field
Seaford Public Parking District
(TH-14/18)

and, BE IT FURTHER

RESOLVED, that the Town Clerk shall give notice of said hearing by the publication thereof in Newsday, a newspaper having a general circulation in the Town of Hempstead, once pursuant to Section 4-1 of Chapter Four of the Code of the Town of Hempstead entitled, "Local Laws: Adoption" prior to the above specified date of said hearing.

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

AYES

NOES:

Item # 47

Case # 16214

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that the Commissioner of General Services of the Town of Hempstead has prepared revised parking field maps for the following locations, which revisions consist of the adoption of the following public parking field maps showing the adoption of two (2) "Handicapped Permit Required" signs and two (2) "No Parking Anytime" signs in parking field S-4, Seaford; all in accordance and with Section 80-4 of the Code of the Town of Hempstead.

PLEASE TAKE FURTHER NOTICE that a public hearing will be held at the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Village and Town of Hempstead, New York, on the 6th day of March , 2018, at 10:30 o'clock in the forenoon of that day, to consider the adoption of the following revised public parking field maps:

SEAFORD
S-4

Jackson Avenue - Smith Lane
Parking Field
Seaford Public Parking District
(TH-14/18)

Copies of the proposed public parking field maps are on file in the office of the Town Clerk of the Town of Hempstead, Hempstead Town Hall, 1 Washington Street, Hempstead, New York.

ALL INTERESTED PERSONS shall have an opportunity

to be heard on said proposal at the time and place
aforesaid.

Dated: Hempstead, New York
February 20 , 2018

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

SYLVIA A. CABANA
Town Clerk

LAURA A. GILLEN
Supervisor

RESOLUTION CALLING PUBLIC HEARING ON
APPLICATION OF BOLLA EM REALTY, LLC.
FOR A VARIANCE FROM PROVISIONS OF "GSS" ORDINANCE
(NR) WESTBURY, NEW YORK

ADOPTED:

offered the following resolution and moved its adoption:

RESOLVED, that a public hearing be held March 6, 2018 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 BOLLA EM REALTY, LLC for a variance from provisions of "GSS" Ordinance to operate a convenience store at an existing gasoline service station, as well as area sign parking variance relief from the Gasoline Service Station District required, on the following described premises (NR) WESTBURY, 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 official newspaper.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 48

Case # 13177

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN, that a public hearing will be held by the Town Board of the Town of Hempstead, Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, on March 6, 2018 at 10:30 o'clock in the forenoon of that day for the purpose of considering the application of BOLLA EM REALTY, LLC. for a variance from provisions of "GSS" Ordinance to operate a convenience store at an existing gasoline service station, as well as area sign parking variance relief from the Gasoline Service Station District required, on the following described premises (NR) WESTBURY, New York:

A parcel of property located on the s/w/intersection of Carman & Stewart Aves. w/frontage on Carman Ave. of 181' & 150' on Stewart Ave. situated in (NR) Westbury, New York, Town of Hempstead, County of Nassau State of New York.

Maps pertaining to said proposal is on file with the application above mentioned in the office of the undersigned and may be viewed during office hours.

All persons interested in the subject matter will be given an opportunity to be heard at the time and place above designated.

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

LAURA A. GILLEN
SUPERVISOR

SYLVIA A. CABANA
TOWN CLERK

Dated: February 20, 2018
Hempstead, N.Y.

RESOLUTION CALLING PUBLIC HEARING ON THE APPLICATION OF 2765 BROADWAY REALTY, LLC & 2200 BELLMORE AVENUE REALTY, LLC FOR A SPECIAL EXCEPTION (PUBLIC GARAGE) BELLMORE, NEW YORK.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLVED, that a public hearing be held March 20, 2018 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 2765 BROADWAY REALTY, LLC. & 2200 BELLMORE AVENUE REALTY, LLC for Special Exception (Public Garage) to permit a conversion of the existing public garage/auto repair facility into a public garage/auto repair facility and an auto body and paint repair facility at the premises on the s/w/c of Bellmore & Grand Aves. located in BELLMORE, 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 # 49
Case # 20819

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN, that a Public Hearing will be held by the Town Board of the Town of Hempstead, Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, on March 20, 2018 at 10:30 o'clock in the forenoon of that day for the purpose of considering the application of, of 2765 BROADWAY REALTY, LLC. & 2200 BELLMORE AVENUE REALTY, LLC for Special Exception (Public Garage) to permit a conversion of the existing public garage/auto repair facility into a public garage/auto repair facility and an auto body and paint repair facility at the premises located in BELLMORE New York:

A 25,366' mostly rectangular shaped parcel located at the s/w/c of Bellmore Ave & Grand Ave. w/approx. 118' of frontage on Bellmore Ave. 195' of frontage on Broadway & 169' of frontage on Grand Ave. situated Bellmore, Town of Hempstead, County of Nassau, New York.

Maps pertaining to said proposal is on file with the application above mentioned in the Office of the undersigned and may be viewed during office hours.

All persons interested in the subject matter will be given an opportunity to be heard at the time and place above designated.

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

LAURA A. GILLEN
SUPERVISOR

SYLVIA A. CABANA
TOWN CLERK

Dated: , 2018
Hempstead, N.Y.

CASE NO.

RESOLUTION NO.

Adopted:

_____ offered the following resolution and moved its adoption:

RESOLUTION CALLING A PUBLIC HEARING
TO CONSIDER THE PETITION OF 2765 BROADWAY
REALTY LLC AND 2200 BELLMORE AVENUE
REALTY LLC, FOR A MODIFICATION OF
A DECLARATION OF RESTRICTIVE COVENANTS
AFFECTING SOUTHWEST CORNER OF BELLMORE
AVENUE AND GRAND AVENUE, BELLMORE.

WHEREAS, it appears to be in the public interest to consider the petition of 2765 Broadway Realty LLC and 2200 Bellmore Avenue Realty LLC, for a modification of a Declaration of Restrictive Covenants dated February 20, 1990, and filed with the Nassau County Clerk at Liber of Deeds 10056 page 199 affecting real property located on the southwest corner of Bellmore Avenue and Grand Avenue, having a frontage of 118 feet on Bellmore Avenue, and a frontage of approximately 195 feet on Broadway, Bellmore, Town of Hempstead, Nassau County, New York; and

RESOLVED, that a public hearing will be held on Tuesday, the 20th day of March, 2018 at 10:30 o'clock in the forenoon of that day, in the Nathan L.H. Bennett Pavilion, Hempstead Town Hall, One Washington Street, Village and Town of Hempstead, New York, to consider the petition of 2765 Broadway Realty LLC and 2200 Bellmore Avenue LLC, for a modification of the above Declaration of Restrictive Covenants located at 2765 Broadway, Bellmore, New York, Nassau County Land and Tax Map Section 56, Block 340, Lots 12 and 22-25; and, BE IT FURTHER

RESOLVED, that the Town Clerk be and hereby is directed to publish notice thereof, once, at least 10 days prior to the date set for the hearing and given written notice to people entitled thereto according to law.

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

AYES:

NOES:

Item #

50

Case #

20819

NOTICE OF PUBLIC HEARING

NOTICE HEREBY IS GIVEN, that a public hearing will be held by the Town Board of the Town of Hempstead, in the Nathan L.H. Bennett Pavilion, Hempstead Town Hall, 1 Washington Street, Village and Town of Hempstead, New York, on Tuesday, the 20th day of March, 2018, at 10:30 o'clock in the forenoon of that day for the purpose of considering the petition of 2765 Broadway Realty, LLC and 2200 Bellmore Avenue Realty, LLC, for a Modification of a Declaration of Restrictive Covenants dated February 20, 1990 affecting the following described real property located at Bellmore, Nassau County, Town of Hempstead, New York:

A 25,366 square foot mostly rectangular shaped parcel of land located at the Southwest corner of Bellmore Avenue and Grand Avenue with approximately 118 feet of frontage of Bellmore Avenue, 195 feet of frontage on Broadway and 169 feet of frontage on Grand Avenue.

Said proposal is on file with the application in the office of the undersigned and may be viewed during office hours.

ALL PERSONS INTERESTED in the subject matter will be given an opportunity to be heard at the time and place above designated.

**Date: February 20, 2018
Hempstead, New York**

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

Sylvia A. Cabana
Town Clerk

Laura A. Gillen
Supervisor

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF NICHOLAS ARCURI AS
BUILDING MAINTENANCE SUPERVISOR I, IN
THE GENERAL SERVICES, TRAFFIC
CONTROL DIVISION, FROM THE CIVIL
SERVICE LIST.

On motion made by
the following resolution was adopted upon roll call:

WHEREAS, the Town of Hempstead Civil Service Commission has certified that Nicholas Arcuri has passed the examination for the position of Building Maintenance Supervisor I, Civil Service List No. 63-583, and is eligible for appointment thereto, NOW,

THEREFORE, BE IT

RESOLVED, that Nicholas Arcuri, now serving as Storeyard Crew Chief, in the Department of General Services, Traffic Control Division, be and hereby is appointed Building Maintenance Supervisor I, Competitive, Permanent, Grade 22, Step 9 (J), \$100,262, from the civil service list, by the Commissioner of the Department of General Services and ratified by the Town Board of the Town of Hempstead effective February 21, 2018 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 DOROTHY BRAZLEY
AS LEGISLATIVE AIDE, IN THE OFFICE
OF THE TOWN BOARD.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that Dorothy Brazley be and hereby is appointed Legislative Aide, in the Office of the Town Board Minority Central Staffing Code 1017, Unclassified, Ungraded, at an annual salary of \$80,000, by the Town Board of the Town of Hempstead, effective February 13, 2018.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF PETER CAPARELLI AS
SANITATION INSPECTOR III, IN THE
DEPARTMENT OF SANITATION, 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 Peter Caparelli has passed the examination for the position Sanitation Inspector III, Civil Service List No. 77-554, and is eligible for appointment thereto, NOW, THEREFORE BE IT

RESOLVED, that Peter Caparelli, now serving as Sanitation Inspector III, Competitive, Provisional, in the Department of Sanitation, be and hereby is appointed Sanitation Inspector III, Competitive, Permanent, with no change in salary, by the Commissioner of the Department of Sanitation and ratified by the Town Board of the Town of Hempstead effective February 21, 2018, 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 STEVEN
LANZILLOTTA AS LEGISLATIVE AIDE, IN
THE OFFICE OF THE TOWN BOARD.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that Steven Lanzillotta be and hereby is appointed
Legislative Aide, in the Office of the Town Board Majority Central Staffing Code 1018,
Unclassified, Ungraded, at an annual salary of \$35,000, by the Town Board of the Town of
Hempstead, effective February 7, 2018.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF KENNETH MAFFEI AS
ASSISTANT SANITATION INSPECTION
SUPERVISOR, IN THE DEPARTMENT OF
SANITATION, 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 Kenneth Maffei has passed the examination for the position Assistant Sanitation Inspection Supervisor, Civil Service List No. 77-345, and is eligible for appointment thereto, NOW, THEREFORE
BE IT

RESOLVED, that Kenneth Maffei, now serving as Assistant Sanitation Inspection Supervisor, Competitive, Provisional, in the Department of Sanitation, be and hereby is appointed Assistant Sanitation Inspection Supervisor, Competitive, Permanent, with no change in salary, by the Commissioner of the Department of Sanitation and ratified by the Town Board of the Town of Hempstead effective February 21, 2018, 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 PAUL POSTER,
LABORER I, FROM THE DEPARTMENT OF
GENERAL SERVICES, ANIMAL SHELTER AND
CONTROL DIVISION TO THE DEPARTMENT
OF GENERAL SERVICES, CEMETERIES
DIVISION.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that Paul Poster, Laborer I, be and hereby is
reassigned from the Department of General Services, Animal Shelter and Control Division to the
Department of General Services, Cemeteries Division, with no change in salary, by the Commissioner
of the Department of General Services and ratified by the Town Board of the Town of Hempstead,
effective February 21, 2018.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF JOHN QUINONEZ AS
CODE ENFORCEMENT OFFICER I, IN THE
DEPARTMENT OF BUILDINGS.

On motion made by
the following resolution was adopted upon roll call:

WHEREAS, John Quinonez was appointed Code Enforcement Officer
Trainee from the Civil Service List in the Department of Buildings on February 8, 2017, and

WHEREAS, per Town of Hempstead Civil Service Rule XIV, after
satisfactory training and performance a Code Enforcement Officer Trainee is automatically appointed
permanent Code Enforcement Officer I, NOW, THEREFORE, BE IT

RESOLVED, that John Quinonez be and hereby is appointed as Code
Enforcement Officer I, Competitive, Permanent, Grade 18, Step 1 (B), \$58,655, in the Department of
Buildings, by the Commissioner of the Department of Buildings and ratified by the Town Board of the
Town of Hempstead effective February 8, 2018.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF NATALIE TROTMAN AS
PUBLIC SAFETY OFFICER I, IN THE
DEPARTMENT OF PUBLIC SAFETY, FROM
THE CIVIL SERVICE LIST.

On motion made by

the following resolution was adopted upon roll call:

WHEREAS, the Town of Hempstead Civil Service Commission has certified that Natalie Trotman has passed the examination for the position of Public Safety Officer I, Civil Service List No. 71-323, and is eligible for appointment thereto, NOW, THEREFORE, BE IT

RESOLVED, that Natalie Trotman, now serving as Security Aide, Competitive, Permanent, in the Department of Public Safety, be and hereby is appointed Public Safety Officer I, Competitive, Permanent, Grade 14, Step 9 (J), \$75,834, from the civil service list, by the Commissioner of the Department of Public Safety and ratified by the Town Board of the Town of Hempstead effective February 21, 2018 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: