

In the Matter of Application

Of

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

Against

David J. Groce
218-02 103rd Street
Queens Village, New York 11429

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

1. That pursuant to Local Law 92-1981, adopted October 27, 1981, effective date November 2, 1981, which repealed and reenacted Chapter 90 of the code of the Town of Hempstead entitled, "Dangerous Buildings and structures," petitioner submits the following:
2. The structure or structures located on premises designated as Section 54, Block 7 and lot number (s) 72, 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 **March 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 DETACHED GARAGE, AND REMOVE ALL LITTER AND DEBRIS FROM PROPERTY: LOCATED ON THE WEST SIDE OF CHESTNUT STREET, 50 FEET NORTH OF HARVARD AVENUE, BALDWIN, N.Y. 11510, A/K/A 2058 CHESTNUT STREET, BALDWIN, TOWN OF HEMPSTEAD IN ACCORDANCE WITH SURVEY RECOMMENDATIONS ATTACHED HERETO AND THAT THE TOWN BE REIMBURSED PURSUANT TO SECTION 90-13 OF THE CODE OF THE TOWN OF HEMPSTEAD.**

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 DETACHED GARAGE AND DEBRIS FROM PREMISE: SAID PREMISE LOCATED ON THE WEST SIDE OF CHESTNUT STREET, 50 FEET NORTH OF HARVARD AVENUE. SECTION 54, BLOCK 7 AND LOT(S) 72, AKA 2058 CHESTNUT STREET, BALDWIN, TOWN OF HEMPSTEAD, NEW YORK.

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

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the detached garage, located on the West side of Chestnut Street, 50 feet North of Harvard Avenue, Section 54, Block 7 and Lot (s) 72, A/K/A 2058 Chestnut Street, Baldwin, Town of Hempstead, New York is hereby deemed to be unsafe; and

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

The foregoing resolution was adopted upon roll call as follows:

A YES:

NOES:

In the Matter of Application

Of

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

Against

**New Hope Mission of the Church of God Inc.
270 Greenwich Street
Hempstead, New York 11550**

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

1. That pursuant to Local Law 92-1981, adopted October 27, 1981, effective date November 2, 1981, which repealed and reenacted Chapter 90 of the code of the Town of Hempstead entitled, "Dangerous Buildings and structures," petitioner submits the following:
2. The structure or structures located on premises designated as Section 50, Block 307 and lot number (s) 153, 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 **March 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 TWO STORY WOOD FRAME MIXED USE BUILDING WITH DETACHED TWO CAR GARAGE, AND REMOVE ALL LITTER AND DEBRIS FROM PROPERTY: LOCATED ON THE EAST SIDE OF UNIONDALE AVENUE, 50 FEET SOUTH OF JAFFA AVENUE, UNIONDALE, N.Y. 11553, A/K/A 615 UNIONDALE AVENUE, UNIONDALE, TOWN OF HEMPSTEAD IN ACCORDANCE WITH SURVEY RECOMMENDATIONS ATTACHED HERETO AND THAT THE TOWN BE REIMBURSED PURSUANT TO SECTION 90-13 OF THE CODE OF THE TOWN OF HEMPSTEAD.**

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 TWO STORY WOOD FRAME MIXED USE BUILDING WITH DETACHED TWO CAR GARAGE AND DEBRIS FROM PREMISE: SAID PREMISE LOCATED ON THE EAST SIDE OF UNIONDALE AVENUE, 50 FEET SOUTH OF JAFFA AVENUE. SECTION 50, BLOCK 307 AND LOT(S) 153, AKA 615 UNIONDALE AVENUE, UNIONDALE, TOWN OF HEMPSTEAD, NEW YORK.

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

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the two story wood frame mixed use building with detached two car garage, located on the East side of Uniondale Avenue, 50 feet South of Jaffa Avenue, Section 50, Block 307 and Lot (s) 153, A/K/A 615 Uniondale Avenue, Uniondale, Town of Hempstead, New York is hereby deemed to be unsafe; and

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

In the Matter of Application

Of

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

Against

George C. & Marilyn Andree
227-21 Central Avenue
Elmont, New York 11003

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 35, Block 402 and lot number (s) 212, 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 **March 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 SOUTH SIDE OF WILLOW STREET, 134 FEET WEST OF JOAN COURT, WEST HEMPSTEAD, N.Y. 11552, A/K/A 528 WILLOW STREET, WEST HEMPSTEAD, 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 SOUTH SIDE OF WILLOW STREET, 134 FEET WEST OF JOAN COURT. SECTION 35, BLOCK 402 AND LOT(S) 212, AKA 528 WILLOW STREET, WEST HEMPSTEAD, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," 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 South side of Willow Street, 134 feet West of Joan Court, Section 35, Block 402 and Lot (s) 212, A/K/A 528 Willow Street, West Hempstead, 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 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:

HEWLETT EVERITT AVENUE (TH 027/18) North Side - NO STOPPING ANYTIME - from the east curbline of Broadway, east to the Incorporated Village of Hewlett Bay Park Line.

EVERITT AVENUE (TH 027/18) South Side - NO STOPPING ANYTIME - from the east curbline of Broadway, east to the Incorporated Village of Hewlett Bay Park Line.

NORTH MERRICK JERUSALEM AVENUE (TH 553/13) North Side - NO STOPPING HERE TO CORNER - starting at the west curbline of North Drive, west for a distance of 70 feet.

MEADOWBROOK ROAD (TH 032/18) West Side - NO STOPPING HERE TO CORNER - starting at the north curbline of Bridge Street, north for a distance of 25 feet.

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

HEWLETT EVERITT AVENUE - Both Sides - NO PARKING - from Broadway east for a distance of 40 feet. (Adopted 05/31/49).

EVERITT AVENUE - South Side - NO PARKING from Broadway to the village line of the Incorporated Village of Hewlett Bay Park. (Adopted 12/4/51)

EVERITT AVENUE (TH 22/66) North Side - NO PARKING BETWEEN SIGNS - Starting from a point 40 feet east of the east curbline of Broadway, east for a distance of 232 feet. (Adopted 3/22/66)

Item #

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Case #

29883

NORTH MERRICK JERUSALEM AVENUE (TH 64/73) North Side -
No Stopping Here To Corner - from the west
curbline of North Drive, west for a
distance of 40 feet. (Adopted 04/03/73)

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

Dated: March 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

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 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:

WESTBURY (NR)	STEWART AVENUE (TH 037/18) - STOP - all traffic traveling northbound on Level Lane shall come to a full stop.
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ALL PERSONS INTERESTED shall have an opportunity to be heard on said proposal at the time and place aforesaid.

Dated: March 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 #

29884

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 VS CENTRAL INC. for a permit to include existing gasoline service station with "GSS" District and to maintain existing improvements including three pump islands, 82 x 26.1' canopy over pump islands, operate self-service & operate a convenience store in conjunction with the existing repair facility on the n/w/c of Central Ave. & Clarendon Dr. located in Valley Stream, New York:

An irregular parcel of property located on the n/w/c of Central Ave. & Clarendon Dr. situated in Valley Stream, 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: March 6, 2018
Hempstead, N.Y.

6
Case # 29885

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, LOCATED ON THE SOUTH SIDE OF CLYDE ROAD, 248 FEET EAST OF FOREST AVENUE. SEC 36, BLOCK 46805, AND LOT (S) 47, A/K/A 960 CLYDE ROAD, BALDWIN, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 960 Clyde Road, Baldwin; 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 January 22, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to have one (1) thirty six inch by fifty three inch (36" x 53") window boarded with one half inch (1/2") four (4) ply plywood and one (1) two foot by two foot (2' x 2') window boarded with one half inch (1/2") four (4) ply plywood, located at 960 Clyde Road, Baldwin;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$180.00, the cost associated with the emergency services provided at 960 Clyde Road, Baldwin, New York

WHEREAS, an additional charge of \$250.00 will be assessed in accordance with §90-9 of the Code of the Town of Hempstead;

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$430.00 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

2

Case #

6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, DETERMINED TO BE UNFIT FOR HUMAN OCCUPANCY, LOCATED ON THE SOUTH SIDE OF CORNWELL AVENUE, 402 FEET WEST OF EASTERN PARKWAY, SEC 54, BLOCK 373, AND LOT (S) 1158-1160, A/K/A 1052 CORNWELL AVENUE, BALDWIN, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 1052 Cornwell Avenue, Baldwin, Town of Hempstead, New York; and

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

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

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

WHEREAS, the services of MGP Landscape Construction LLC DBA 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 January 8, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to have one (1) thirty five inch by eighty six inch (35" x 86") door secured with one half inch (1/2") four (4) ply plywood and one (1) thirty four inch by eighty eight inch (34" x 88") door secured with one half inch (1/2") four (4) ply plywood, located at 1052 Cornwell Avenue, Baldwin;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$180.00, the cost associated with the emergency services provided at 1052 Cornwell Avenue, Baldwin, New York

WHEREAS, an additional charge of \$250.00 will be assessed in accordance with §90-9 of the Code of the Town of Hempstead;

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$430.00 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 2

Case # 6542

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED TWO STORY WOOD FRAME ONE FAMILY DWELLING, LOCATED ON THE NORTH SIDE OF LINCOLN STREET, 360 FEET WEST OF MADISON STREET. SEC 54, BLOCK 433, AND LOT (S) 23, A/K/A 635 LINCOLN STREET, BALDWIN, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 635 Lincoln Street, Baldwin; 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 January 18, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to have one (1) two foot by two foot (2' x 2') hole boarded and install one (1) lock and hasp, located at 635 Lincoln Street, Baldwin;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$180.00, the cost associated with the emergency services provided at 635 Lincoln Street, Baldwin, New York

WHEREAS, an additional charge of \$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 # 2

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 NORTH SIDE OF MERRICK ROAD, 116 FEET WEST OF GRAND AVENUE. SEC 54, BLOCK 103, AND LOT (S) 154 & 345, A/K/A 785 MERRICK ROAD, BALDWIN, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 785 Merrick Road, Baldwin; 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 January 4, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to have one (1) forty inch by eighty two inch (40" x 82") door secured with one half inch (1/2") four (4) ply plywood, located at 785 Merrick Road, Baldwin;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$180.00, the cost associated with the emergency services provided at 785 Merrick Road, Baldwin 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 # 2

Case # 6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED TWO STORY WOOD FRAME ONE FAMILY DWELLING WITH ATTACHED GARAGE, LOCATED ON THE NORTHEAST CORNER OF MILBURN AVENUE AND MARCEL ROAD. SEC 54, BLOCK 589, AND LOT (S) 16, A/K/A 3554 MILBURN AVENUE, BALDWIN, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 3554 Milburn Avenue, Baldwin; 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 January 24, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to have one (1) two foot by five foot (2' x 5') exterior hole boarded, located at 3554 Milburn Avenue, Baldwin;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$180.00, the cost associated with the emergency services provided at 3554 Milburn Avenue, Baldwin, New York

WHEREAS, an additional charge of \$250.00 will be assessed in accordance with §90-9 of the Code of the Town of Hempstead;

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$430.00 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 2

Case # 6542

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED TWO STORY HIGH RANCH WOOD FRAME ONE FAMILY DWELLING WITH TWO CAR BASEMENT GARAGE, LOCATED ON THE WEST SIDE OF VIVIAN COURT, 163 FEET NORTH OF ALLWYN STREET. SEC 54, BLOCK 573, AND LOT (S) 34, A/K/A 759 VIVIAN COURT, BALDWIN, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 759 Vivian Court, Baldwin; 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 January 12, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to have one (1) seventy three inch by eighty three inch (73" x 83") door secured with one half inch (1/2") four (4) ply plywood, have one (1) forty eight inch by forty eight inch (48" x 48") exterior hole boarded and install one (1) lock and chain, located at 759 Vivian Court, Baldwin;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$255.86, the cost associated with the emergency services provided at 759 Vivian Court, Baldwin, New York

WHEREAS, an additional charge of \$250.00 will be assessed in accordance with §90-9 of the Code of the Town of Hempstead;

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$505.86 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 7

Case # 6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED TWO STORY WOOD FRAME ONE FAMILY DWELLING WITH ATTACHED GARAGE, LOCATED ON THE WEST SIDE OF BERNICE DRIVE, 80 FEET SOUTH OF MARIE COURT. SEC 51, BLOCK 469, AND LOT (S) 14, A/K/A 380 BERNICE DRIVE, 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 380 Bernice Drive, East Meadow; 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 January 14, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to have one (1) seventeen inch by thirty three inch (17" x 33") window boarded with one half inch (1/2") four (4) ply plywood and one (1) thirty six inch by forty eight inch (36" x 48") window boarded with one half inch (1/2") four (4) ply plywood, located at 380 Bernice Drive, 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 380 Bernice Drive, 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 #

7

Case #

6542

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED TWO STORY WOOD FRAME ONE FAMILY DWELLING WITH ATTACHED GARAGE, LOCATED ON THE WEST SIDE OF MIRIAM PARKWAY, 212 FEET NORTHEAST OF DUTCH BROADWAY. SEC 32, BLOCK 662, AND LOT (S) 8, A/K/A 22 MIRIAM PARKWAY, ELMONT, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 22 Miriam Parkway, Elmont; 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 January 8, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to have one (1) thirty six inch by eighty seven inch (36" x 87") door secured with one half inch (1/2") four (4) ply plywood and install two (2) triangle braces, located at 22 Miriam Parkway, Elmont;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$180.00, the cost associated with the emergency services provided at 22 Miriam Parkway, Elmont, New York

WHEREAS, an additional charge of \$250.00 will be assessed in accordance with §90-9 of the Code of the Town of Hempstead;

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$430.00 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 7

Case # 6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED TWO STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, LOCATED ON THE NORTHEAST CORNER OF IRIS LANE AND AZALEA ROAD. SEC 45, BLOCK 184, AND LOT (S) 24, A/K/A 3 IRIS LANE, LEVITTOWN, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 3 Iris Lane, Levittown; 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 January 24, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to have one (1) forty inch by eighty two inch (40" x 82") door secured with one half inch (1/2") four (4) ply plywood, located at 3 Iris Lane, Levittown;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$180.00, the cost associated with the emergency services provided at 3 Iris Lane, Levittown, New York

WHEREAS, an additional charge of \$250.00 will be assessed in accordance with §90 9 of the Code of the Town of Hempstead;

NOW, THEREFORE, BE IT

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

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

7

Case #

6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE AND ONE HALF STORY WOOD FRAME ONE FAMILY DWELLING, LOCATED ON THE NORTH SIDE OF REGAL LANE, 60 FEET WEST OF SEAMANS NECK ROAD. SEC 51, BLOCK 395, AND LOT (S) 2, A/K/A 7 REGAL LANE, LEVITTOWN, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 7 Regal Lane, Levittown; 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 January 24, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to have one (1) thirty nine inch by eighty three inch (39" x 83") door secured with one half inch (1/2") four (4) ply plywood, located at 7 Regal Lane, Levittown;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$180.00, the cost associated with the emergency services provided at 7 Regal Lane, Levittown, New York

WHEREAS, an additional charge of \$250.00 will be assessed in accordance with §90-9 of the Code of the Town of Hempstead;

NOW, THEREFORE, BE IT

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

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

Case # 6542

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE AND ONE HALF STORY WOOD FRAME ONE FAMILY DWELLING WITH ATTACHED GARAGE, LOCATED ON THE SOUTH SIDE OF SHELTER LANE, 70 FEET WEST OF SHOTGUN LANE. SEC 51, BLOCK 99, AND LOT (S) 29, A/K/A 72 SHELTER LANE, LEVITTOWN, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 72 Shelter Lane, Levittown, New York; and

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

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

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

WHEREAS, the services of MGP Landscape Construction LLC DBA 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 January 8, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to re-secure one (1) fallen board, located at 72 Shelter Lane, Levittown;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$180.00, the cost associated with the emergency services provided at 72 Shelter Lane, Levittown, New York

WHEREAS, an additional charge of \$250.00 will be assessed in accordance with §90-9 of the Code of the Town of Hempstead;

NOW, THEREFORE, BE IT

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

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

2

Case #

6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE AND ONE HALF STORY WOOD FRAME ONE FAMILY DWELLING, LOCATED ON THE NORTHEAST CORNER OF BROWER AVENUE AND SUNNYBROOK DRIVE WEST. SEC 54, BLOCK 501, AND LOT (S) 45, A/K/A 3247 BROWER AVENUE, OCEANSIDE, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 3247 Brower Avenue, Oceanside; 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 January 2, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to have two (2) eight foot by eight foot (8' x 8') wall boards framed and built with two inch by three inch by eight foot (2" x 3" x 8') studs and one half inch (1/2") four (4) ply plywood, located at 3247 Brower Avenue, Oceanside;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$614.40, the cost associated with the emergency services provided at 3247 Brower Avenue, Oceanside, New York

WHEREAS, an additional charge of \$250.00 will be assessed in accordance with §90-9 of the Code of the Town of Hempstead;

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$864.40 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

7

Case #

6542

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE AND ONE HALF STORY WOOD FRAME ONE FAMILY DWELLING WITH ATTACHED GARAGE, DETERMINED TO BE UNFIT FOR HUMAN OCCUPANCY, LOCATED ON THE EAST SIDE OF INWOOD AVENUE, 463 FEET SOUTH OF BEECH STREET. SEC 61, BLOCK 56, AND LOT (S) 18-19, A/K/A 124 INWOOD AVENUE, POINT LOOKOUT, 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 124 Inwood Avenue, Point Lookout, 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 January 8, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to have three (3) thirty six inch by fifty seven inch (36" x 57") windows boarded with one half inch (1/2") four (4) ply plywood, one (1) fifty seven inch by seventy two inch (57" x 72") window boarded with one half inch (1/2") four (4) ply plywood, one (1) thirty inch by forty inch (30" x 40") window boarded with one half inch (1/2") four (4) ply plywood, one (1) thirty six inch by eighty four inch (36" x 84") door secured with one half inch (1/2") four (4) ply plywood, one (1) thirty two inch by eighty four inch (32" x 84") door secured with one half inch (1/2") four (4) ply plywood, one (1) thirty five inch by seventy four inch (35" x 74") door secured with one half inch (1/2") four (4) ply plywood and one (1) thirty three inch by eighty one inch (33" x 81") door secured with one half inch (1/2") four (4) ply plywood, located at 124 Inwood Avenue, Point Lookout;

WHEREAS, on January 10, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to have seven (7) thirty six inch by forty eight inch (36" x 48") windows boarded with one half inch (1/2") four (4) ply plywood, two (2) thirty six inch by thirty eight inch (36" x 38") windows boarded with one half inch (1/2") four (4) ply plywood and install two (2) lock and hasps, located at 124 Inwood Avenue, Point Lookout;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$972.16, the cost associated with the emergency services provided at 124 Inwood Avenue, Point Lookout, 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 \$1,222.16 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

Item # NOES: 2

Case # 6542

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY SPLIT LEVEL WOOD FRAME ONE FAMILY DWELLING WITH BASEMENT GARAGE, LOCATED ON THE SOUTH SIDE OF ELMWOOD AVENUE, 213 FEET WEST OF LAKESIDE DRIVE. SEC 55, BLOCK 471, AND LOT (S) 358, A/K/A 231 ELMWOOD AVENUE, ROOSEVELT, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 231 Elmwood Avenue, Roosevelt; 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 January 12, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to have one (1) thirty nine inch by eighty two inch (39" x 82") door secured with one half inch (1/2") four (4) ply plywood, one (1) thirty five inch by eighty three inch (35" x 83") one half inch (1/2") four (4) ply plywood, two (2) thirty nine inch by forty four inch (39" x 44") windows boarded with one half inch (1/2") four (4) ply plywood, one (1) twenty eight inch by thirty nine inch (28" x 39") window boarded with one half inch (1/2") four (4) ply plywood, one (1) thirty nine inch by thirty six inch (39" x 36") window boarded with one half inch (1/2") four (4) ply plywood, three (3) eighteen inch by thirty four inch (18" x 34") windows boarded with one half inch (1/2") four (4) ply plywood, one (1) fifty four inch by seventy inch (54" x 70") window boarded with one half inch (1/2") four (4) ply plywood, one (1) fifty four inch by seventy seven inch (54" x 77") window boarded with one half inch (1/2") four (4) ply plywood, one (1) twenty six inch by fifty four inch (26" x 54") window boarded with one half inch (1/2") four (4) ply plywood and one (1) eighty three inch by ninety six inch (83" x 96") garage door framed with two inch by four inch by eight foot (2" x 3" x 8') studs and boarded with one half inch (1/2") four (4) ply plywood, located at 231 Elmwood Avenue, Roosevelt;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$701.11, the cost associated with the emergency services provided at 231 Elmwood 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 \$951.11 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 # 7

Case # 6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY WOOD FRAME ONE FAMILY DWELLING WITH ATTACHED GARAGE, DETERMINED TO BE UNFIT FOR HUMAN OCCUPANCY, LOCATED ON THE NORTHEAST CORNER OF MIRIN AVENUE AND DENTON PLACE. SEC 55, BLOCK 462, AND LOT (S) 11, A/K/A 103 MIRIN AVENUE, ROOSEVELT, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 103 Mirin Avenue, Roosevelt, 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 January 12, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to have one (1) thirty nine inch by eighty two inch (39" x 82") HUD style door boarded with one half inch (1/2") four (4) ply plywood, one (1) thirty eight inch by seventy three inch (38" x 73") HUD style door boarded with one half inch (1/2") four (4) ply plywood, one (1) thirty six inch by eighty two inch (36" x 82") HUD style door boarded with one half inch (1/2") four (4) ply plywood and one (1) thirty four inch by eighty one inch (34" x 81") HUD style door boarded with one half inch (1/2") four (4) ply plywood, located at 103 Mirin Avenue, Roosevelt;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$389.28, the cost associated with the emergency services provided at 103 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 \$639.28 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 #

7

Case #

6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED TWO STORY HIGH RANCH WOOD FRAME ONE FAMILY DWELLING WITH BASEMENT GARAGE, DETERMINED TO BE UNFIT FOR HUMAN OCCUPANCY, LOCATED ON THE WEST SIDE OF WILLET PLACE, 107 FEET SOUTH OF LINCOLN AVENUE. SEC 55, BLOCK 456, AND LOT (S) 11, A/K/A 31 WILLET PLACE, ROOSEVELT, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 31 Willet Place, Roosevelt, 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 January 13, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to re-secure one (1) fallen door board, located at 31 Willet Place, Roosevelt;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$180.00, the cost associated with the emergency services provided at 31 Willet Place, Roosevelt, New York

WHEREAS, an additional charge of \$250.00 will be assessed in accordance with §90-9 of the Code of the Town of Hempstead;

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$430.00 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

7

Case #

6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE AND ONE HALF STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE AND INGROUND SWIMMING POOL, LOCATED ON THE EAST SIDE OF LYNWOOD DRIVE, 503 FEET NORTH OF HENDRICKSON AVENUE. SEC 37, BLOCK 566, AND LOT (S) 29, A/K/A 64 LYNWOOD DRIVE, VALLEY STREAM, 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 64 Lynwood Drive, Valley Stream; 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 January 11, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to have three (3) feet of water pumped out of inground swimming pool taking two (2) hours and have fifteen feet (15') of six foot (6') high fence installed with one and five eighth inch (1 5/8") poles and number nine (9) gauge wire top and bottom, located at 64 Lynwood Drive, Valley Stream;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$270.00, the cost associated with the emergency services provided at 64 Lynwood Drive, Valley Stream, 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 \$520.00 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 #

7

6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED TWO STORY WOOD FRAME ONE FAMILY DWELLING WITH ATTACHED GARAGE, LOCATED ON THE EAST SIDE OF NORTH GROVE STREET, 130 FEET NORTH OF HIGBIE STREET. SEC 37, BLOCK 574, AND LOT (S) 1, A/K/A 483 NORTH GROVE STREET, VALLEY STREAM, 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 483 North Grove Street, Valley Stream, 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 January 13, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to have thirty five feet (35') of six foot (6') high fence installed with one and five eighth inch (1 5/8") poles and number nine (9) gauge wire top and bottom, located at 483 North Grove Street, Valley Stream;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$490.00, the cost associated with the emergency services provided at 483 North Grove Street, Valley Stream, 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 \$740.00 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 #

7
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 SPLIT LEVEL WOOD FRAME ONE FAMILY DWELLING WITH BASEMENT GARAGE, LOCATED ON THE NORTH SIDE OF BELTAGH AVENUE, 260 FEET EAST OF HOLIDAY PARK DRIVE. SEC 56, BLOCK 505, AND LOT (S) 7, A/K/A 3420 BELTAGH 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," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 3420 Beltagh Avenue, Wantagh, 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 January 10, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to have one (1) twenty eight inch by forty inch (28" x 40") window boarded with one half inch (1/2") four (4) ply plywood and one (1) seventy six inch by eighty three inch (76" x 83") door secured with one half inch (1/2") four (4) ply plywood, located at 3420 Beltagh Avenue, Wantagh;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$180.00, the cost associated with the emergency services provided at 3420 Beltagh Avenue, Wantagh, New York

WHEREAS, an additional charge of \$250.00 will be assessed in accordance with §90-9 of the Code of the Town of Hempstead;

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$430.00 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

2

Case #

6542

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY WOOD FRAME ONE FAMILY DWELLING, LOCATED ON THE WEST SIDE OF BEVERLY ROAD, 237 FEET SOUTH OF MERRICK ROAD. SEC 63, BLOCK 195, AND LOT (S) 163 & 164, A/K/A 8 BEVERLY ROAD, WANTAGH, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 8 Beverly Road, Wantagh, 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 January 13, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to have one (1) forty inch by eighty seven inch (40" x 87") door secured with one half inch (1/2") four (4) ply plywood, one (1) seventy two inch by eighty three inch (72" x 83") door secured with one half inch (1/2") four (4) ply plywood, one (1) seventy one inch by seventy eight inch (71" x 78") door secured with one half inch (1/2") four (4) ply plywood, one (1) twenty four inch by forty inch (24" x 40") window boarded with one half inch (1/2") four (4) ply plywood, one (1) thirty six inch by forty inch (36" x 40") window boarded with one half inch (1/2") four (4) ply plywood, one (1) seventeen inch by twenty four inch (17" x 24") window boarded with one half inch (1/2") four (4) ply plywood, one (1) thirty six inch by ninety six inch (36" x 96") window boarded with one half inch (1/2") four (4) ply plywood, one (1) forty inch by seventy two inch (40" x 72") window boarded with one half inch (1/2") four (4) ply plywood, four (4) twenty eight inch by forty inch (28" x 40") windows boarded with one half inch (1/2") four (4) ply plywood, two (2) forty inch by fifty eight inch (40" x 58") windows boarded with one half inch (1/2") four (4) ply plywood, one (1) twenty four inch by thirty six inch (24" x 36") window boarded with one half inch (1/2") four (4) ply plywood, two (2) forty eight inch by seventy two inch (48" x 72") windows boarded with one half inch (1/2") four (4) ply plywood and one (1) twenty four inch by seventy two inch (24" x 72") window boarded with one half inch (1/2") four (4) ply plywood, located at 8 Beverly Road, Wantagh;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$970.48, the cost associated with the emergency services provided at 8 Beverly Road, Wantagh, Wantagh, New York

WHEREAS, an additional charge of \$250.00 will be assessed in accordance with §90-9 of the Code of the Town of Hempstead;

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$1,220.48 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:
Item #

2

Case #

6542

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY WOOD FRAME ONE FAMILY DWELLING WITH ATTACHED GARAGE, LOCATED ON THE NORTHEAST CORNER OF DEMOTT AVENUE AND BEECH STREET. SEC 57, BLOCK 228, AND LOT (S) 15, A/K/A 3417 DEMOTT 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," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 3417 DeMott Avenue, Wantagh; 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 January 20, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to have one (1) four foot by eight foot (4' x 8') door secured with one half inch (1/2") four (4) ply plywood, install one (1) lock and hasp and one (1) lock, located at 3417 DeMott Avenue, Wantagh;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$209.40, the cost associated with the emergency services provided at 3417 DeMott Avenue, Wantagh, New York

WHEREAS, an additional charge of \$250.00 will be assessed in accordance with §90-9 of the Code of the Town of Hempstead;

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$459.40 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 7
Case # 6542

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION NULLIFYING THE BID WINNER OF FORMAL BID NO. 11-2017 UNDER TOWN BOARD RESOLUTION 930-2017 AND ACCEPTING THE NEXT LOWEST BIDDER FOR THE DEMOLITION AND REMOVAL OF A TWO AND ONE HALF STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE AND COTTAGE AND REMOVAL OF ALL LITTER AND DEBRIS FROM PREMISES, SAID PREMISES IS LOCATED ON THE WEST SIDE OF MILBURN AVENUE, 200 FEET NORTH OF COTTAGE PLACE, SECTION 54, BLOCK 99 AND LOT (S) 24, A/K/A 2314 MILBURN AVENUE, BALDWIN, TOWN OF HEMPSTEAD, NEW YORK.

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

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

WHEREAS, ABS Contracting NY Corp. of 130-29 129th Street, Queens, New York 10532 was selected as low bidder and awarded said contract pursuant to Town Board Resolution 930-2017; and

WHEREAS, ABS Contracting NY Corp., has declined to perform said project and has formally withdrawn his bid due after failing to meet the criteria, in the amount of \$27,800.00; and

WHEREAS, the Commissioner of the Building Department recommends to cancel said contract and by resolution award to the next lowest bidder,

WHEREAS, the next lowest bidder is EDC Concrete Rebar, Inc., of 15 West Cross Street, #5, Hawthorne, New York 10532,

<u>No.</u>	<u>Name and Address of Bidder</u>	<u>Bid Proposal Amount</u>
2.	EDC Concrete Rebar, Inc. 15 West Cross Street, #5 Hawthorne, New York 10532	\$34,450.00

NOW THEREFORE, BE IT

RESOLVED, that the Bid awarded to ABS Contracting NY Corp., in response to Formal Bid #11-2017 for the demolition and removal of the two and one half story wood frame one family dwelling with detached garage and cottage and removal of all litter and debris from premises, located on the West side of Milburn Avenue, 200 feet North of Cottage Place, Sec. 54, Block 99 and Lot(s) 24, A/K/A 2314 Milburn Avenue, Baldwin, Town of Hempstead, is hereby declared null and void; and

BE IT FURTHER RESOLVED, that the contract be awarded to the next lowest bidder EDC Concrete Rebar, Inc., in the amount of \$34,450.00 with payments to be made from Building Department Account #030-002-3620-4300, Unsafe Buildings.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

8

Case #

6542

CASE NO.:

RESOLUTION:

Adopted:

Council
moved its adoption:

offered the following resolution and

RESOLUTION AUTHORIZING THE ASSIGNMENT OF A BAY HOUSE LEASE FOR THE PREMISES LOCATED AT THE WEST SIDE OF NED'S MEADOW AND WEST NED'S CREEK (BAYHOUSE No. 744) IN ACCORDANCE WITH SECTION 4F OF CHAPTER 164 OF THE CODE OF THE TOWN OF HEMPSTEAD.

WHEREAS, Section 4F of Chapter 164 of the Code of the Town of Hempstead (the "Code") pertaining to Public Wetlands Preservation enabled the town to establish rules and regulation for Wetlands Management; and

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

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

WHEREAS, pursuant to Section 4F of Chapter 164 of the Code, Andrew Kaczmarek has actively provided for the care and maintenance of Bay House No. 744 for more than 3 years and has been deemed to be a "qualified caretaker" by the Commissioner of the Department of Conservation and Waterways (the "Commissioner"); and

WHEREAS, appropriate documentation has been submitted to the Commissioner to transfer bay house Lease No. 744 to Andrew Kaczmarek; and

WHEREAS, it is in the best interest of the Town of Hempstead to enter into bay house Lease No. 744 with caretaker Andrew Kaczmarek for the period remaining on the current lease;

NOW, THEREFORE, BE IT

RESOLVED, that the lease agreement with Andrew Kaczmarek for Bay House No. 744 be and hereby is approved; and be it further

RESOLVED, that the Commissioner is authorized to execute the lease with Andrew Kaczmarek for bay house Lease No. 744; and be it further

RESOLVED, that the Comptroller is hereby authorized and directed to accept payment of the annual rent amount.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES

Item #

9

Case #

235

NOTICE OF TRANSFER

I, GARY E. GORMAN, leaseholder of
leaseholder
bay house #744 request that either by notarized
lease #

letter from me authorizing the transfer, or upon my death,

my lease be transferred to Andrew J. KACZMAREK
transfer person's name

who resides at 2460 Walters Court
street address

in the town of Bellmore in the state
town

of New York 11710
state

Gary E. Gorman
signature of leaseholder date

Andrew J. Kaczmarek
signature of transfer person date 11/26/13

ACKNOWLEDGEMENTS

STATE OF NEW YORK

COUNTY OF MASSAU

On this 26 day of November, 2013

before me personally came Andrew Kaczmarek

to me known (or satisfactorily proven) to be the individual(s)
who executed the foregoing instrument, and acknowledged that
he/she/they executed the same.

Carol McBride My commission expires: 8-8-15

SEAL

CAROL MCBRIDE
Notary Public, State of New York
No. 01MC6248502
Qualified in Suffolk County
Commission Expires August 8, 2015

THIS AGREEMENT, between

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

and Andrew Kaczmarek
residing at 2460 Walters Court, Bellmore, NY 11710 as Tenant

WITNESSETH

The landlord hereby leases to the Tenant the following premises:

West side of Ned's Meadow and West Ned's Creek

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

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

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

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

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

SECTION 1 - BREACH

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

H. CONSEQUENCES AND PROCEDURES

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

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

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

SECTION II - DEFAULT

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

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

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

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

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

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

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

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

SECTION III - GENERAL

Covenants of this lease that are general information and procedures:

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

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

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

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

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

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

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

TOWN OF HEMPSTEAD

By:

Thomas E. Dolan
Commissioner, Department of
Conservation and Waterways

Andrew Kaszmarek
Lease Holder

ATTEST:

Town Clerk

APPROVED

[Signature]
DIRECTOR OF PURCHASING

- 4 -

APPROVED AS TO FORM

Charles O. Heine
SENIOR DEPUTY TOWN ATTORNEY
DATE 11/22/18

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved for its adoption as follows:

RESOLUTION ACCEPTING A BID FOR REPAIR
SERVICE FOR LAWN EQUIPMENT,
CONTRACT #46-2017, AS PER SPECIFICATIONS

WHEREAS, the Department of Purchasing, on behalf of the Department of Parks and Recreation, advertised for bids for the repair service for lawn equipment; and

WHEREAS, among other bid specifications, the vendor was required to be a manufacturer authorized warranty service center for the brands of equipment that it listed; and

WHEREAS, the bids submitted pursuant to such advertisement was opened and referred to the Department of Parks and Recreation for examination and report; and

WHEREAS, the following bids were received:

Chief Equipment Inc.
400 W. Old Country Road
Hicksville, N.Y. 11801

Complete Tune Up Service, "Flat Rate"	\$35.00
Hourly Labor Rate	\$95.00
Round Trip Pick-Up and Delivery Charge of Equipment (as many units as can reasonably fit in standard pick-up truck or trailer, not per piece)	\$75.00
Cash Discount	1%

Chief Equipment represented that it is a manufacturer authorized warranty service center for the following brands of equipment:

<u>Manufacturer</u>	<u>Factory Service Number</u>
Echo	CH769AA
Honda	322323
Little Wonder	218060
Gravely	78909215
John Deere	039734

Long Island Power Equipment East Inc.
135 Milbar Blvd.
Farmingdale, N.Y. 11735

Complete Tune Up Service, "Flat Rate"	\$29.95
Hourly Labor Rate	\$29.95
Round Trip Pick-Up and Delivery Charge of Equipment (as many units as can reasonably fit in standard pick-up truck or trailer, not per piece)	\$95.00
Cash Discount	0%

Item # 10
Case # \$ 29734 +
11406

Long Island Power Equipment East Inc.
represented that it is a manufacturer authorized
warranty service center for the following brands
of equipment:

<u>Manufacturer</u>	<u>Factory Service Number</u>
Jacobson	525121
Onan	22375
Lawnboy	1Y8731
Tanaka	A-35627
McLane	22431
Power Trim	11701
Homelite	525121
Echo	20782
Toro Consumer Line	240-032
Honda	29307
Snapper	63037
Little Wonder	712750
Yazoo	1213600
Gravely	229540
Yardmaster	45116
John Deere	317610
Giant Vac	64791
Poulan	12438
MDT	176778

and

WHEREAS, following due diligence, it was determined that Chief Equipment's representation as to its status as a manufacturer authorized warranty center was accurate but that Long Island Equipment East Inc.'s representation in this regard was not accurate; and

WHEREAS, the Commissioner of the Department of Parks and Recreation has reported that the bid submitted from Chief Equipment Inc., 400 W. Old Country Road, Hicksville, N.Y. 11801 is the overall lowest qualified bidder for the brands of equipment indicated and has recommended acceptance of said bid to the Town Board and it appears that said bidder is duly qualified; and

WHEREAS, this contract may be extended at the discretion of the Director of Purchasing for a period of one year, up to a maximum of three years on behalf of the Commissioner of Parks & Recreation. Each one year extension to be upon a signed mutual written agreement between the Town (signed by the Director of Purchasing on behalf of the Town) and the contractor;

NOW, THEREFORE, BE IT

RESOLVED, that the bid submitted by Chief Equipment Inc., 400 W. Old Country Road, Hicksville, N.Y. 11801 be accepted for repair service for lawn equipment; and

BE IT FURTHER

RESOLVED, that Town Comptroller be and is hereby authorized to accept such bid, and that payments be charged against Department of Parks and Recreation Code 400-007-7110-4550 Machinery Repair.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Adopted

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

RESOLUTION AUTHORIZING ACCEPTANCE OF CONTRACT #9A-2018 FOR PARTS AND LABOR FOR CASH REGISTER REPAIR IN THE TOWN OF HEMPSTEAD

WHEREAS, the Department of Purchasing, on behalf of the Department of Parks and Recreation, initially advertised for bids for the Contract for Parts & Labor for Cash Register Repair on December 27, 2017 and no bids were submitted; and

WHEREAS, the Department of Purchasing re-advertised seeking bids for this Contract on February 7, 2018; and

WHEREAS, the following single bid was received from FJR Food & Business Equipment, LLC in response to this second advertisement for bids and was referred to the Commissioner of Parks and Recreation for examination and report:

FJR Food & Business Equipment, LLC
1833 Bellmore Avenue
North Bellmore, N.Y., 11710

<u>Flat Rate Service Charge</u>	<u>Discount for Parts</u>	<u>Ribbons</u>
\$125.00	Casio: 5%	\$10.00/each

WHEREAS, the Commissioner of Parks and Recreation recommends acceptance of the bid submitted by FJR Food and Business, LLC, 1833 Bellmore Avenue, North Bellmore, N.Y., 11710 as being the sole bidder and duly qualified; and

WHEREAS, this contract may be extended at the discretion of the Department of Purchasing for a period of one year, up to a maximum of three years on behalf of the Commissioner of Parks & Recreation. Each one year extension to be upon a signed mutual written agreement between the Town (signed by the Director of Purchasing on behalf of the Town) and the contractor;

NOW, THEREFORE, BE IT

RESOLVED, that the bid from FJR Food & Business Equipment, LLC 1833 Bellmore Avenue North Bellmore, N.Y., 11710, be accepted and approved; and

BE IT FURTHER

RESOLVED, that the Town Comptroller be and is hereby authorized to make payments from Parks and Recreation Code 400-007-7110-4030.

Item # 4
Case # 27500

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution

And moved its adoption:

**RESOLUTION ACCEPTING A PROPOSAL FOR FINANCIAL
ADVISORY SERVICES FOR THE TOWN OF HEMPSTEAD**

WHEREAS, the Town desires to hire a financial advisory firm to assist from time to time in various matters regarding the Town's fiscal planning and Bonding practices; and

WHEREAS, the financial advisory firm of Munistat Services, Inc., 12 Roosevelt Avenue, Port Jefferson, N.Y. 11776 is proficient in such matters; and

WHEREAS, Munistat Services, Inc. has provided a proposal and fee schedule to the Town delineating its qualifications and fees for various work to be performed; and

WHEREAS, The Town Comptroller recommends accepting this proposal as in the best interest of the residents of the Town of Hempstead;

NOW THEREFORE, BE IT

RESOLVED, that the Town Comptroller is authorized to execute the agreement submitted by Financial Advisory firm of Munistat Services, Inc., 12 Roosevelt Avenue, Port Jefferson, N.Y. 11776 be and is hereby accepted; and

BE IT FURTHER

RESOLVED, that payment for services rendered under this contract be made and paid out of the appropriate Fees and services Accounts.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 13

Case # 29886

MUNISTAT SERVICES INC.

Municipal Finance Advisory Service

Website: www.munistat.com

• Serving Municipalities and School Districts in New York State Since 1977 •

12 Roosevelt Avenue
Port Jefferson Station, New York 11776



MUNICIPAL ADVISOR SERVICES AGREEMENT

THIS MUNICIPAL ADVISOR SERVICES AGREEMENT (the "Agreement") is entered into as of, February 23, 2018 (the "Effective Date") between the Town of Hempstead, ("Town") and Munistat Services, Inc. ("Munistat") (collectively referred to herein as the "Parties").

RECITALS

WHEREAS, Munistat is a Municipal Advisory firm specializing in municipal finance and municipal government related matters; and

WHEREAS, the Town desires to engage Munistat to provide certain services relative to the issuance of the certain obligations as set forth in **Appendix A** ("Work Orders"), and Munistat desires to provide services to the Town in connection with such Work Orders.

AGREEMENT

NOW THEREFOR, the Parties agree as follows:

- Municipal Advisory Services.** The Parties hereto agree that Munistat shall provide those services set forth in the Work Orders, and Munistat's services as the Town's Municipal Advisor shall be expressly limited to the services noted therein.
- Term and Termination.** This Agreement shall be effective as of the Effective Date and shall remain in effect until terminated by either party upon (30) days written notice; provided, however, that in the event of termination of any such engagement, Munistat reserves that right to assess fees for any work performed pursuant to a Work Order in accordance with the Fee Schedule set forth in **Appendix B**.
- Agreement to Provide Information.** The Town agrees to provide Munistat with factual, not misleading information as shall be required by Munistat in furtherance of the services set forth herein, including financial statements, budgets, and other relevant documents. The Town further agrees to not intentionally omit any material information relevant to Munistat's provision of services. Munistat agrees to promptly amend or supplement this Agreement to reflect any material changes or additions to this Agreement, including material changes to the information provided in Sections 1, 2, 4, 6 and 7.
- Compensation.** Munistat shall receive a fee for any services rendered to the Town pursuant to this Agreement in accordance with the fee schedule set forth in Appendix B attached hereto and incorporated herein by reference.

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5. Indemnity. Each party shall defend, indemnify and hold harmless the other from and against any and all claims, demands, expenses, cost or causes, arising out of or in connection with any claim, suit, action, or proceeding for personal injury, death or property damage sustained or incurred as a result of any act, failure, or default by the other party's employee while acting within the scope of their duties as determined by this Agreement.

6. Required Regulatory Disclosures. Munistat is registered as a "Municipal Advisor" pursuant to Section 15B of the Securities Exchange Act and rules and regulations adopted by the United States Securities and Exchange Commission ("SEC") (Registration #867-00429) and the Municipal Securities Rulemaking Board ("MSRB") (Registration #K0114). As part of this SEC registration Munistat is required to disclose to the SEC information regarding criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation involving Munistat. Pursuant to MSRB Rule G-42, Munistat is required to disclose any legal or disciplinary event that is material to the Town's evaluation of Munistat or the integrity of its management or advisory personnel. Munistat has determined that no such event exists. Copies of Munistat's filings with the United States Securities and Exchange Commission can currently be found by accessing the SEC's EDGAR system Company Search Page which is currently available at <https://www.sec.gov/edgar/searchedgar/companysearch.html> and searching for either "Munistat Services Inc." or for our CIK number which is 0001608472.

The MSRB has made available on its website (www.msrb.org) a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the appropriate regulatory authority.

7. Disclosure of Conflicts of Interest. The Town acknowledges that it has received those disclosures set forth and contained within **Appendix C** attached hereto and incorporated herein by reference. The Town further acknowledges that it has been given the opportunity to raise questions and discuss such disclosures with Munistat and that it fully appreciates the nature of such disclosures and any and all conflicts noted therein. The Town hereby waives such conflicts and authorizes Munistat to provide services pursuant to this Agreement. From time to time, Munistat may provide additional conflict of interest disclosures to the Town as noted in Appendix C. In this regard, Town hereby authorizes the Comptroller or a designated Finance Official to acknowledge and/or waive any such additional conflict of interest disclosures of Munistat on behalf of the Town.

[Signature page follows]

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SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed by their respective representatives as of the date first written above.

TOWN OF HEMPSTEAD

MUNISTAT SERVICES, INC.

By: _____

By:  _____

Name: _____

Name: Noah Nadelson

Title: _____

Title: Chief Executive Officer

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CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution

And moved its adoption:

RESOLUTION ACCEPTING A PROPOSAL FOR BOND COUNSEL SERVICES FOR THE TOWN OF HEMPSTEAD

WHEREAS, the Town desires to hire a legal firm knowledgeable in matters regarding municipal bonding to assist from time to time when the Town enters the bond market; and

WHEREAS, the legal firm of Phillips Lytle LLP, One Canalside, 125 Main Street, Buffalo , N.Y. 14203-2887 is proficient in such matters; and

WHEREAS, Phillips Lytle LLP has provided a proposal and fee schedule to the Town delineating its qualifications and work to be performed; and

WHEREAS, The Town Comptroller recommends accepting this proposal as in the best interest of the residents of the Town of Hempstead;

NOW THEREFORE, BE IT

RESOLVED, that the proposal submitted by legal firm of Phillips Lytle LLP, One Canalside, 125 Main Street, Buffalo , N.Y. 14203-2887 be and is hereby accepted; and

BE IT FURTHER

RESOLVED, that payment for services rendered under this contract be made and paid out of the appropriate Fees and Services Accounts.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 14

Case # 29897



Phillips Lytle LLP

February 9, 2018

Joseph J. Ra, Town Attorney
Town of Hempstead
Town Hall
1 Washington Street
Hempstead, NY 11550

Dear Mr. Ra:

I am writing to formally introduce myself and Phillips Lytle LLP (the "Firm") in hopes that we may at some time be of assistance to the Town of Hempstead in a professional capacity.

The Firm is a full service law firm that provides a wide range of legal services to a large and diverse client base throughout New York State. Founded more than 180 years ago, the Firm now has more than 190 attorneys in offices throughout New York State, including Garden City, New York City, Buffalo, Rochester, Jamestown and Albany.

With respect to our public finance practice, the Firm is a *Red Book* firm with over 50 years of public finance experience. Our bond and tax attorneys counsel clients on all aspects of bond issues and other public finance transactions and have represented municipal debt issuers, quasi-governmental and "on behalf of" issuers, underwriters, private placement agents, domestic and foreign letter of credit issuers, corporate and not-for-profit obligors and trustees.

Working closely with members of Phillips Lytle's other practice teams, our public finance attorneys assist in every discipline relating to public finance including: analysis and structuring of bond transactions to ensure the tax-exempt status of bonds; state constitutional and statutory law and structuring issues, including compliance with the New York General Municipal Law, the State Finance Law and the Local Finance Law; preparation of resolutions (inducement, official intent, State Environmental Quality Review Act ("SEQRA"), approving and consent); drafting bond and transaction documents (including bond indentures, loan and financing agreements, installment sale agreements, lease agreements, PILOT agreements and mortgages, guaranties and regulatory agreements) for programmatic or single issuance use; preparation of uniform tax exemption policies; drafting and reviewing proposed legislation; preparing and reviewing official statements, private placement memoranda, notices of sale and other investor disclosure documents; preparation of tax and supplemental opinions; refinancing/refunding transactions; reduction/termination transactions; real estate issues; bankruptcy and creditors' rights matters; environmental compliance and SEQRA analysis. In addition, we assist clients in establishing compliance procedures for bond document and securities law reporting under SEC Rule 15c2-12 and other ongoing requirements.

ATTORNEYS AT LAW

PAUL V. O'BRIEN, SPECIAL COUNSEL POBRIEN@PHILLIPSLYTLE.COM

1205 FRANKLIN AVENUE PLAZA SUITE 390 GARDEN CITY, NY 11530-1629 PHONE 516 742 5201 FAX 516 742 3910

NEW YORK: ALBANY, BUFFALO, CHAUTAUQUA, GARDEN CITY, NEW YORK, ROCHESTER | WASHINGTON, DC | CANADA: WATERLOO REGION | PHILLIPSLYTLE.COM

The Firm is experienced in acting as bond counsel in connection with general obligations issued by large and small New York municipalities. These are obligations secured by, among other things, a pledge of the taxing power of the issuing municipality, including bonds, bond anticipation notes, tax anticipation notes and revenue anticipation notes issued for capital and cash flow needs. In connection with these matters, our attorneys draft and prepare all necessary documentation, including bond resolutions and ordinances, notices of sale, official statements to provide investor disclosure, purchase contracts, certificates of determination and undertakings to provide continuing disclosure.

On Long Island, we have served as bond counsel to, among others, the City of Glen Cove, the Nassau County Industrial Development Agency, the Nassau County Local Economic Assistance Corporation, the Nassau Regional Off-Track Betting Corporation, the Suffolk County Economic Development Corporation and the Glen Cove Industrial Development Agency. We have represented a number of municipalities and development agencies across upstate New York as well, including the Town of Clarence, the Chautauqua County Industrial Development Agency, the Town of Amherst and the Erie County Fiscal Stability Authority.

I can proudly say that we are the only statewide firm whose Public Finance Group is based on Long Island.

I would welcome the opportunity to discuss with you further the Firm's experience in these types of matters. Enclosed are materials that generally describe our Firm and our Public Finance Group, together with resumes of some of the members of our practice group. Please feel free to call me if you have any questions.

Very truly yours,

Phillips Lytle LLP

By 

Paul V. O'Brien

Encl.



Phillips Lytle LLP

Joseph J. Ra, Town Attorney
Town of Hempstead
Town Hall
1 Washington Street
Hempstead, NY 11550

February 23, 2018

Dear Mr. Ra:

This letter is in furtherance of our recent letter to you. Our proposal to serve as bond counsel to the Town of Hempstead would include the following blended rate structure:

Partners:	\$395/hour
Special Counsel:	\$375/hour
Associates:	\$275/hour
Paralegals:	\$200/hour

Also, please note that as a disclosure matter, no partner has more than a 5% ownership interest in the firm.

Thank you.

Very truly yours,

Phillips Lytle LLP

By: 

Milan K. Tyler

Doc #05-493159.1

ATTORNEYS AT LAW

MILAN K. TYLER, PARTNER MTYLER@PHILLIPSLYCLE.COM

1205 FRANKLIN AVENUE PLAZA SUITE 290 GARDEN CITY, NY 11530-1628 PHONE 516 742 5201 FAX 516 742 3910

NEW YORK: ALBANY, BUFFALO, CHAUTAUQUA, GARDEN CITY, NEW YORK, ROCHESTER | WASHINGTON, DC | CANADA: WATERLOO REGION | PHILLIPSLYCLE.COM

CASE NO. 25843

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved
its adoption:

RESOLUTION GRANTING OF THE APPLICATION OF BETHLEHEM
LUTHERAN CHURCH FOR A PARADE PERMIT FOR A
PARADE HELD IN BALDWIN, NEW YORK, ON MARCH 25, 2018.

WHEREAS, Julian Baker of North Baldwin, New York, Sunday School
Super of the Bethlehem Lutheran Church, New York has filed an application with
the Town Clerk of the Town of Hempstead, for a Parade Permit for a Parade to be
held in Baldwin, New York, on March 25, 2018 from 10:15 AM to 10:30 AM and

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the of the aforesaid application of Julian Baker, Sunday
School Super of the Bethlehem Lutheran Church, be and the same is hereby
GRANTED, subject to all the provisions of Chapter 117 entitled Parades; Code of
the Town of Hempstead

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

15

Case #

25843

CASE NO. 25843

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved
its adoption:

RESOLUTION GRANTING OF THE APPLICATION OF BELLMORE-MERRICK CENTRAL HIGH SCHOOL DISTRICT FOR A PARADE PERMIT FOR A PARADE HELD IN BELLMORE, NEW YORK, ON MARCH 24, 2018.

WHEREAS, Dr. Joseph Netto of N. Merrick, New York, Assistant Principal of the Bellmore-Merrick Central High School District, New York has filed an application with the Town Clerk of the Town of Hempstead, for a Parade Permit for a Parade to be held in Bellmore, New York, on March 24, 2018 from 9:00 AM to 11:00 AM and

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the of the aforesaid application of Dr. Joseph Netto, Assistant Principal of the Bellmore-Merrick Central High School District, be and the same is hereby GRANTED, subject to all the provisions of Chapter 117 entitled Parades, Code of the Town of Hempstead

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

15

Case #

25843

CASE NO. 25843

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved
its adoption:

RESOLUTION GRANTING OF THE APPLICATION OF CHAMBER
OF COMMERCE OF THE BELLMORES FOR A PARADE PERMIT
FOR A PARADE HELD IN BELLMORE, NEW YORK, ON MARCH
24, 2018.

WHEREAS, William Wilqus of Bellmore, New York, Chairman of the
Chamber of Commerce of the Bellmores, New York has filed an application with
the Town Clerk of the Town of Hempstead, for a Parade Permit for a Parade to be
held in Bellmore, New York, on March 24, 2018 from 12:00 PM to 1:00 PM and

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the of the aforesaid application of William Wilqus,
Chairman of the Chamber of Commerce of the Bellmores, be and the same is
hereby GRANTED, subject to all the provisions of Chapter 117 entitled Parades,
Code of the Town of Hempstead

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 15
Case # 25843

CASE NO. 25843

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved
its adoption:

**RESOLUTION RATIFYING AND CONFIRMING THE GRANTING
OF THE APPLICATION OF ST. BERNARDS CHURCH FOR A
PARADE PERMIT FOR A PROCESSION HELD IN LEVITTOWN,
NEW YORK, ON MARCH 10, 2018.**

WHEREAS, Ralph Sommer of Levittown, New York, Pastor of the St. Bernards Church, New York has filed an application with the Town Clerk of the Town of Hempstead, for a Parade Permit for a Procession to be held in Levittown, New York, on March 10, 2018 from 12:00 PM to 1:30 PM and

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the GRANTING of the aforesaid application of Ralph Sommer, Pastor of the St. Bernards Church, be and the same is hereby RATIFIED AND CONFIRMED, subject to all the provisions of Chapter 117 entitled Parades, Code of the Town of Hempstead

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

15

Case #

25843

CASE NO. 25843

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved
its adoption:

RESOLUTION GRANTING OF THE APPLICATION OF ST. THOMAS
THE APOSTLE KNIGHTS OF COLUMBUS FOR A PARADE PERMIT
FOR A PROCESSION HELD IN W HEMPSTEAD, NEW YORK, ON
MARCH 30, 2018.

WHEREAS, Joseph Ardito of Franklin Sq, New York, Advocate of the St.
Thomas the Apostle Knights of Columbus, New York has filed an application with
the Town Clerk of the Town of Hempstead, for a Parade Permit for a Procession to
be held in W Hempstead, New York, on March 30, 2018 from 6:00 PM to 7:00
PM and

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the of the aforesaid application of Joseph Ardito,
Advocate of the St. Thomas the Apostle Knights of Columbus, be and the same is
hereby GRANTED, subject to all the provisions of Chapter 117 entitled Parades,
Code of the Town of Hempstead

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 15
Case # 25843

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption.

RESOLUTION AUTHORIZING ACCEPTANCE OF A PROPOSAL FROM TIBURON, INC., A TRITECH SOFTWARE SYSTEMS COMPANY, TO PROVIDE A SOFTWARE SUPPORT AND MAINTENANCE CONTRACT FOR THE DEPARTMENT'S REPORT MANAGEMENT SYSTEM.

WHEREAS, the Town of Hempstead Department of Public Safety has instituted a Report Management System for recording and managing all Department reports and related photos and documents, and

WHEREAS, Tiburon Inc., a Trittech Software Systems Company, in a proposal has offered to provide a Software Support and Maintenance Contract for the Department of Public Safety's Report Management System for the period of one (1) year from May 1, 2018 through April 30, 2019; and the fee for this Support and Maintenance Contract is \$18,233.00; and

WHEREAS, the Commissioner of the Department of Public Safety deems such agreement reasonable and in the public interest;

NOW, THEREFORE, BE IT

RESOLVED, that the Commissioner of Public Safety be and hereby is authorized to accept the aforesaid proposal submitted by Tiburon Inc., 9477 Waples Street, Suite 100, San Diego, California, 92121 and to make payment from the Department of Public Safety Maintenance of Equipment Account 010-002-3120-4030 in the amount of \$18,233.00 for the renewal period.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

16

Case #

13671

CASE NO.

RESOLUTION NO.

Adopted:

Mr. _____
and moved its adoption as follows:

offered the following resolution

**RESOLUTION AUTHORIZING THE TOWN OF HEMPSTEAD TO
ENTER A CONTRACT WITH VALLEY NATIONAL BANK FOR
LOCKBOX SERVICES FOR THE TOWN OF HEMPSTEAD**

WHEREAS, the Town of Hempstead Receiver of Taxes, by public notice, requested proposals for lockbox services; and

WHEREAS, the Town received proposals from Valley National Bank, Sterling National Bank and Fidelity National Information Services (FIS); and

WHEREAS, after careful review of all proposals received in response to the Town of Hempstead's Request for Proposal, the proposal presented Valley National Bank was found to best meet the requirements and needs of the Town of Hempstead and its taxpayers; now

THEREFORE, BE IT

RESOLVED, that Stephen Brown, as Counsel to the Receiver of Taxes is authorized to sign a three year contract with the option of renewing for two additional years with Valley National Bank for lockbox services on behalf of the Town of Hempstead Receiver of Taxes; and

BE IT FURTHER

RESOLVED, that the cost of the agreement to the Town of Hempstead shall not exceed \$125,000.00 and shall be charged to the Receiver of Taxes, fees and services account, 010-001-1330-4151.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

2018 MAR 12 A 10 43

TOWN OF HEMPSTEAD
TOWN CLERK

Item # 17

Case # 2

caption

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING PAYMENT BY THE TOWN OF HEMPSTEAD TO THE NEW YORK STATE DEPARTMENT OF CIVIL SERVICE FOR EXAMINATION SERVICE FEES.

WHEREAS, the New York State Department of Civil Service has advised the Town of Hempstead Civil Service Commission that there is a \$15.00 fee (1/2 of the \$30.00 total fee) per APPROVED paid candidate for each centralized Civil Service examination between January 1, 2017 through August 21, 2017; and

WHEREAS, the New York State Department of Civil Service has advised the Town of Hempstead Civil Service Commission that there is a \$20.00 fee (1/2 of the \$40.00 total fee) per APPROVED paid candidate for each centralized Civil Service examination between August 22, 2017 through December 31, 2017; and

WHEREAS, the Town of Hempstead Civil Service Commission has indicated that there were one hundred fifty-six (156) approved paid candidates taking centralized Civil Service examinations for the period of January 1, 2017 to August 21, 2017, for a total amount due to the state of \$2340.00; and

WHEREAS, the Town of Hempstead Civil Service Commission has indicated that there were two hundred twenty-seven (227) approved paid candidates taking centralized Civil Service examinations for the period of August 22, 2017 to December 31, 2017, for a total amount due to the state of \$4540.00; and

WHEREAS, this Town Board deems it in the interest of the Town of Hempstead and government thereof that the Town of Hempstead pay for such fees as stated herein;

NOW THEREFORE, BE IT

RESOLVED, that payment of the candidate fee for Civil Service centralized examination approved applicants is hereby authorized; and

BE IT FURTHER

RESOLVED, that the total approved candidate fee for all the Civil Service examinations equals a total of \$6,880.00 to be paid to the New York State Department of Civil Service, Application and Fee Processing Unit, New York State Department of Civil Service, Albany, New York 12239; such expense to be charged to General Funds Fees and Services Account No. 010-012-9000-4151.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 108

Case # 25265

Adopted:

Council offered the following resolution and moved its adoption:

RESOLUTION APPROVING A SITE PLAN SUBMITTED BY H2M ARCHITECTS AND ENGINEERS ON BEHALF OF MIDWOOD MANAGEMENT CORPORATION IN CONNECTION WITH BUILDING PERMIT APPLICATION NO. **201710724**, FOR THE CONSTRUCTION OF A 50,000 SQUARE FOOT WHOLE FOODS MARKET BUILDING, AND PAD FOR A 4,895 SQUARE FOOT, FUTURE RETAIL BUILDING WITH ASSOCIATED SITE IMPROVEMENTS, LOCATED ON THE NORTHWEST CORNER OF EAST GATE BOULEVARD AND NORTH AVENUE, GARDEN CITY, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, heretofore, H2M Architects and Engineers, on behalf of Midwood Management Corporation has submitted a building permit application bearing no. **201710724** for the construction of a 50,000 square foot Whole Foods Market Building, and pad for a 4,895 Square Foot, Future Retail Building with associated site improvements, located on the Northwest corner of East Gate Boulevard and North Avenue, Garden City, Town of Hempstead, New York; and

WHEREAS, in connection with such application and pursuant to the requirements of Section 305 of Article XXXI of the Building Zone Ordinance of the Town of Hempstead, said applicant has submitted a site plan entitled Dimensional Site Plan, Drawing Number C2.0 dated June, 2017, last revised October, 2017 and bearing the seal of Michael Wade Keefer, P.E. License no. 077701, University of the State of New York, and a Landscape Plan entitled, Planting Plan, Drawing Number C4.0 dated June, 2017, last revised October, 2017, and bearing the seal of Nicholas Mattessich, R.L.A. License no. 001220, University of the State of New York which site plans show the use, dimensions, types and locations of each of the buildings, structures, or other improvements existing or proposed to be installed, erected or altered upon the site shown and the provisions proposed to be made for the facilities and improvements required by said Section 305, to be shown; and

WHEREAS, said site plan has been approved as submitted by the Commissioner of the Highway Department, the Town Engineer, the Commissioner of Buildings and is pending approval from Nassau County 239f; and

WHEREAS, the grant of site plan approval is an "unlisted" action under the State Environmental Quality Review Act (SEQRA), for which a Short Environmental Assessment Form (SEAF) has been completed, including a reasonable elaboration as set forth therein; and

WHEREAS, the Town Board, after giving due consideration to those matters required to be considered by them pursuant to provisions of the aforesaid Section 305, finds it in the public interest that the site shown be developed and improved in accordance with the site plan as submitted;

NOW THEREFORE, BE IT

RESOLVED, that the Town Board declares itself "lead agency" under SEQRA with respect to this application; finds that the grant of site plan approval as proposed will not have a significant effect on the environment; and declares that the SEQRA process is thus concluded; and be it further:

Item # 19
Case # 29896

RESOLVED, that the site plan submitted by H2M Architects and Engineers on behalf of Midwood Management Corporation, entitled, Dimensional Site Plan, Drawing Number C2.0 dated June, 2017, last revised October, 2017 and bearing the seal of Michael Wade Keefer, P.E. License no. 077701, University of the State of New York, and a Landscape Plan entitled, Planting Plan, Drawing Number C4.0 dated June, 2017, last revised October, 2017, and bearing the seal of Nicholas Mattessich, R.L.A. License no. 001220, University of the State of New York, for the construction of a 50,000 square foot Whole Foods Market Building, and pad for a 4,895 Square Foot, Future Retail Building with associated site improvements, located on the Northwest corner of East Gate Boulevard and North Avenue, Garden City, Town of Hempstead, New York be and the same is hereby approved.

The foregoing resolution was adopted upon role call as follows:

AYES:

NOES:

CASE NO:

RESOLUTION NO:

ADOPTED:

offered the following resolution and moved for its adoption as follows:

RESOLUTION AUTHORIZING AN AMENDMENT TO AN AGREEMENT WITH THE UNITED STATES OF AMERICA, BY AND THROUGH THE DEPARTMENT OF THE NAVY, NAVAL FACILITIES ENGINEERING COMMAND, MID-ATLANTIC, FOR THE INSTALLATION OF SOIL BORINGS AND GROUNDWATER MONITORING WELLS.

WHEREAS, pursuant to Resolution No. 1646-2017, the Town Board of the Town of Hempstead authorized the execution of an agreement with the United States of America, by and through the Department of the Navy, Naval Facilities Engineering Command, Mid-Atlantic (the "Navy") to protect the public from exposure from contaminated groundwater by allowing the Navy to install soil borings and groundwater monitoring wells to collect groundwater and soil samples to determine the presence, depth and concentration of potential solvent contamination in various locations in the Town of Hempstead (the "Agreement"); and

WHEREAS, the Navy has advised the Town of its desire to amend the Agreement to increase the footprint of Location 1 (north side and west side of 3960 Poe Place at the intersection of Poe Place and Wadsworth Avenue in Levittown, New York) and to include four additional monitoring wells, (the "Amendment"); and

WHEREAS, the Town Board finds it to be in the best interest of the Town to authorize the Amendment.

NOW, THEREFORE, BE IT

RESOLVED, that the Amendment is authorized; and be it further

RESOLVED, that the Supervisor is hereby authorized to execute the Amendment for the installation of additional monitoring wells with the Department of the Navy; and be it further

RESOLVED, that a copy of the executed agreement shall be filed in the office of the Town Clerk.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

20

Case #

27920

**FIRST MODIFICATION
TO ACCESS AGREEMENT FOR INSTALLATION OF SOIL BORINGS AND
GROUNDWATER MONITORING WELLS PERMIT NO. PI-10524**

THIS FIRST MODIFICATION, made this day of 2018, by and between the Town of Hempstead, Long Island, New York, hereinafter called the "TOWN", and the UNITED STATES OF AMERICA, acting by and through the Commanding Officer, Naval Facilities Engineering Command, Mid-Atlantic, under the direction of the Secretary of the Navy, hereinafter called the "NAVY";

WITNESSETH:

WHEREAS, the TOWN and the NAVY entered into an Agreement dated November 14, 2017 (Town Resolution No. 1646-2017), Navy contract number N40085-17-RP-00172, to cover the NAVY'S use of the PREMISES, as described in said Agreement, and to ensure the continued availability of monitoring potential ground water contaminants in support of its CERCLA response actions including, but not limited to, the right to construct, install, inspect, test, maintain, operate, service, repair, replace, and close, as well as the right of ingress and egress to the PREMISES;

WHEREAS, the GOVERNMENT desires to amend the Agreement to increase the footprint of Location 1, as stated in said agreement, as follows;

Remove:

"Location 1- VPB 166 (Monitoring Wells RE132-D1, RE132-D2 and RE132-D3) Install borings and wells in the grass strip located on the north side and the west side of 3960 Poe Place at the intersection of Poe Place and Wadsworth Avenue in Levittown NY. Points will be located in a work-zone extending approximately 100 feet from the south west corner of Poe Place due east. This grass strip is believed to be within the right of way for the Town of Hempstead, hamlet of Levittown, Long Island, New York.";

And replace with:

"Location 1 – VPB 166 (Monitoring Wells RE132-D1, RE132-D2, RE132-D3, RE132-D4, RE132-D5, RE132-D6, and RE132-D7) Install up to seven (7) monitoring wells in the grass strips located on the north side and the west side of 3960 Poe Place and on the south side of 3959 Poe Place at the intersection of Poe Place and Wadsworth Avenue in Levittown, NY. Depending on site logistics and access, some of the drilling points will be located in a work-zone extending approximately 100 feet from the southwest corner or the northwest corner of Poe Place due east, while others may be located on the grass strip on the eastern side of Wadsworth Avenue. The grass strips are believed to be within the right of way for the Town of Hempstead, hamlet of Levittown, Long Island, New York." and as further shown in Exhibit A;

NOW, THEREFORE, the TOWN and the NAVY agree to amend the "Location 1" of the agreement from its current location to the location described as above and as shown in the attached exhibits and to include 4 additional monitoring wells;

Except as expressly modified herein, all other provisions and conditions of the Agreement shall remain unchanged and in full force and effect. This modification is not

intended nor should be interpreted to obligate the NAVY for expenditure of future fiscal year funds.

IN WITNESS WHEREOF, the parties hereto have subscribed their names as of the day, month and year first above written.

TOWN OF HEMPSTEAD, NY

UNITED STATES OF AMERICA

By: _____
Town Supervisor

By: *Heather Stadler*
HEATHER STADLER
Real Estate Contracting Officer
NAVFAC Mid-Atlantic
By direction

Date: _____

Date: 2/1/18

APPROVED

Commissioner of Highway
Town of Hempstead

APPROVED AS TO FORM

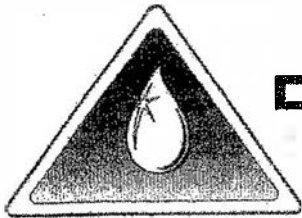
Charles O. Heine

SENIOR DEPUTY TOWN ATTORNEY
DATE 2/13/18

APPROVED AS TO CONTENT

COMMISSIONER
WATER DEPARTMENT
DATE 2/14/18

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DELTA WELL & PUMP Co., Inc.

WATER AND ENVIRONMENTAL DRILLING

TRAFFIC CONTROL PLAN

SITE NAME: VPB 166

LOCATION: NORTH SIDE OF POE PLACE

EAST OF INTERSECTION WITH WADSWORTH AVENUE

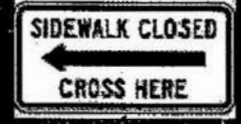
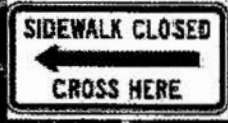
LEVITTOWN, NY

The work area will be 16 feet wide and 100 feet long. It will be surrounded by a 6-foot high lockable chain link fence. The work area will block a 100 foot section of sidewalk. There will be Sidewalk Closed signs placed 5 feet in front of the west end of our work area and 20 feet past the east end of our work area on Poe Place. Road Work Ahead signs will be placed on the South side of Poe Place approximately 5 feet from the west end of our work area and on the east side of Wadsworth Avenue North of the corner at Poe Place. A Road Work Ahead sign will also be placed on the east end of our work area at the intersection with Keats Court. End Road Work signs will be placed on Poe Place approximately 50 feet from the east end of our work area and on the north side of Poe Place at the west end of our work area at the corner with Wadsworth Avenue.

Footages are approximate and the proposed setup (not to scale) is shown on the attached site plan.

P:\PROJECTS\NAVY\Bethpage\Map\VPB\VPB166.dwg 12/07/2017 10:00 AM 17.001P.00 21.001.mxd

RE132D5 RE132D6, RE132 D7 Approximately 100' work area will be fenced in and lockable

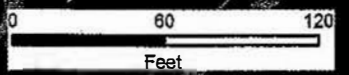


VPB166



Legend

● Vertical Profile Boring - Proposed



RE132D5, D6, D7 TRAFFIC MAP NAVAL WEAPONS INDUSTRIAL RESERVE PLANT BETHPAGE, NEW YORK

CONTRACT NUMBER N62470-11-D8013	CTO NUMBER WE15
APPROVED BY EV	DATE 12/07/2017
APPROVED BY	DATE
FIGURE NO. 2	REV 0



DELTA WELL & PUMP Co., Inc.

WATER AND ENVIRONMENTAL DRILLING

TRAFFIC CONTROL PLAN

SITE NAME: VPB 166

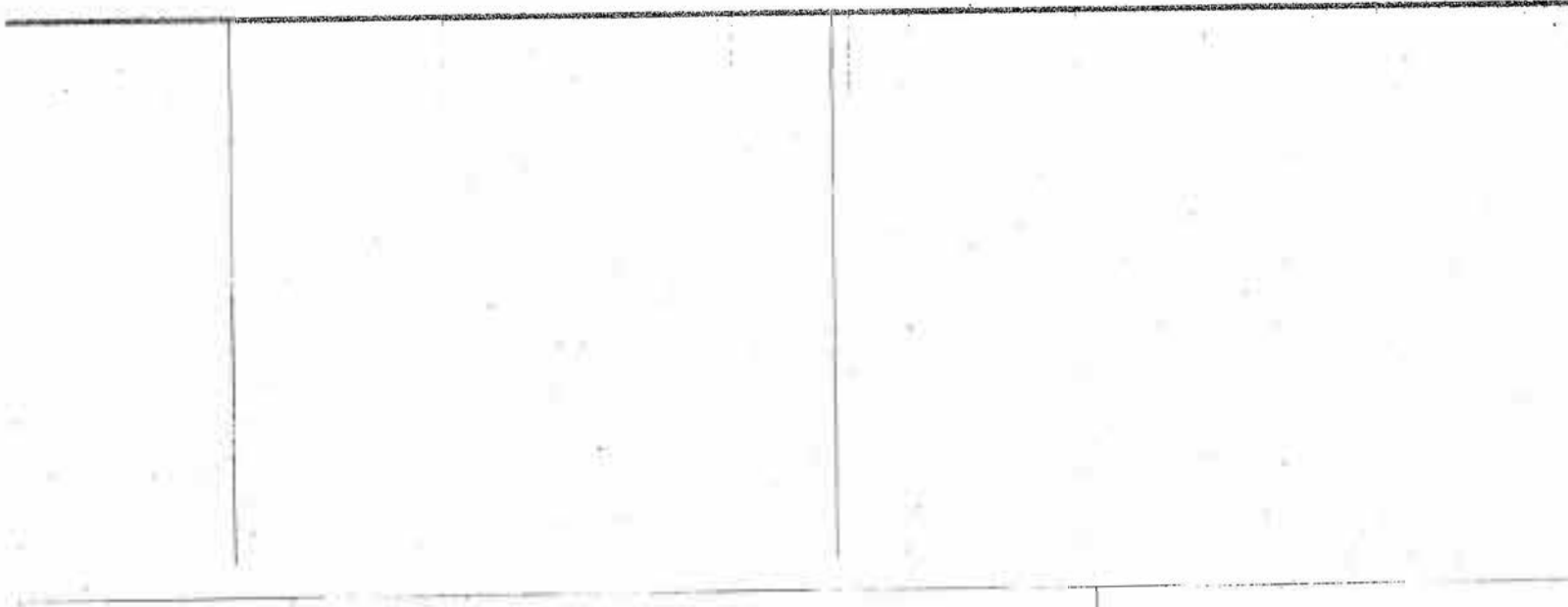
LOCATION: SOUTH SIDE OF POE PLACE

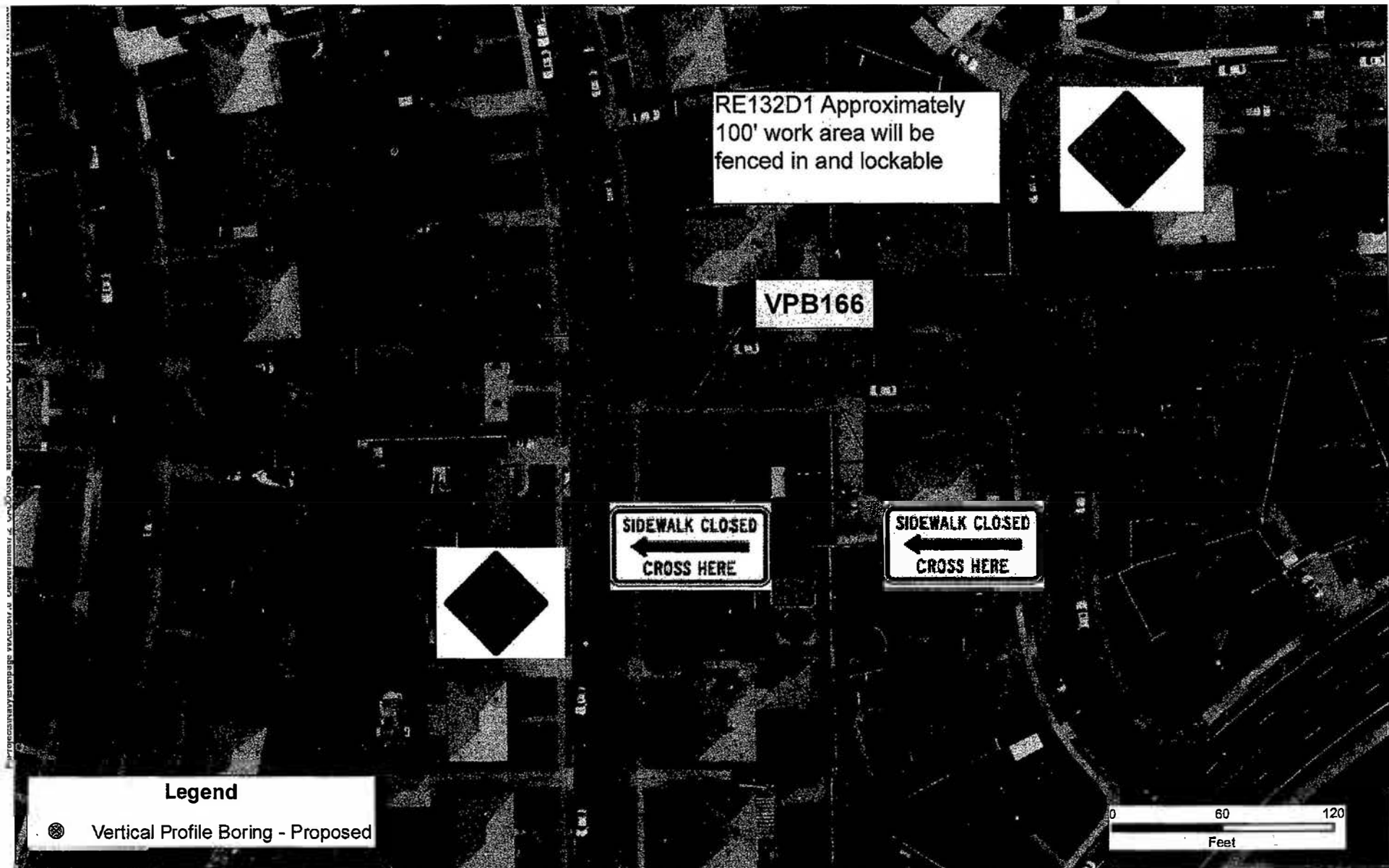
EAST OF INTERSECTION WITH WADSWORTH AVENUE

LEVITTOWN, NY

The work area will be 16 feet wide and 100 feet long. It will be surrounded by a 6-foot high lockable chain link fence. The work area will block a 100 foot section of sidewalk. There will be Sidewalk Closed signs placed 5 feet in front of the west end of our work area and 20 feet past the east end of our work area on Poe Place. Road Work Ahead signs will be placed on the South side of Poe Place approximately 5 feet from the west end of our work area and on the east side of Wadsworth Avenue North of the corner at Poe Place. A Road Work Ahead sign will also be placed on the east end of our work area at the intersection with Keats Court. End Road Work signs will be placed on Poe Place approximately 50 feet from the east end of our work area and on the north side of Poe Place at the west end of our work area at the corner with Wadsworth Avenue.

Footages are approximate and the proposed setup (not to scale) is shown on the attached site plan.



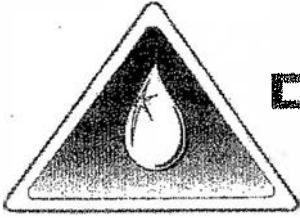


Legend
 ⊗ Vertical Profile Boring - Proposed



RE132D1 TRAFFIC MAP
 NAVAL WEAPONS INDUSTRIAL RESERVE PLANT
 BETHPAGE, NEW YORK

CONTRACT NUMBER N62470-11-D8013	CTO NUMBER WE15
APPROVED BY EV	DATE 12/07/2017
APPROVED BY	DATE
FIGURE NO. 1	REV 0



DELTA WELL & PUMP Co., Inc.

WATER AND ENVIRONMENTAL DRILLING

TRAFFIC CONTROL PLAN

SITE NAME: VPB 166

LOCATION: EAST SIDE OF WADSWORTH AVENUE

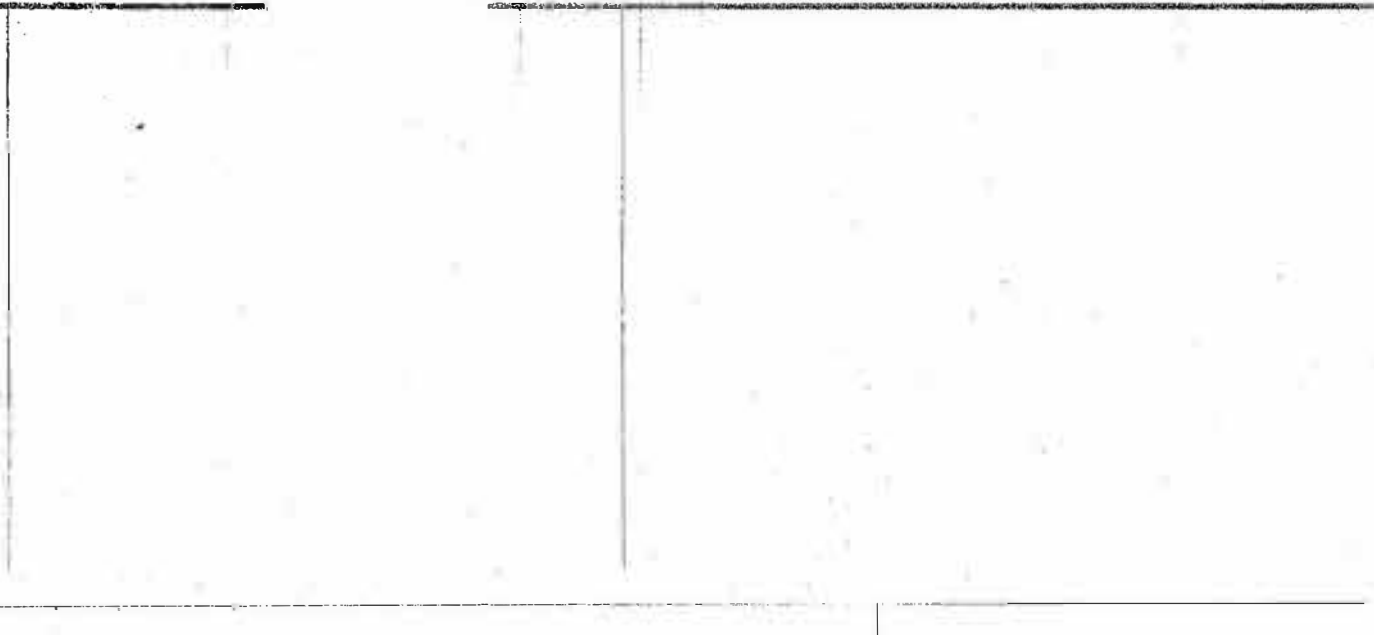
SOUTH OF INTERSECTION WITH POE PLACE

LEVITTOWN, NY

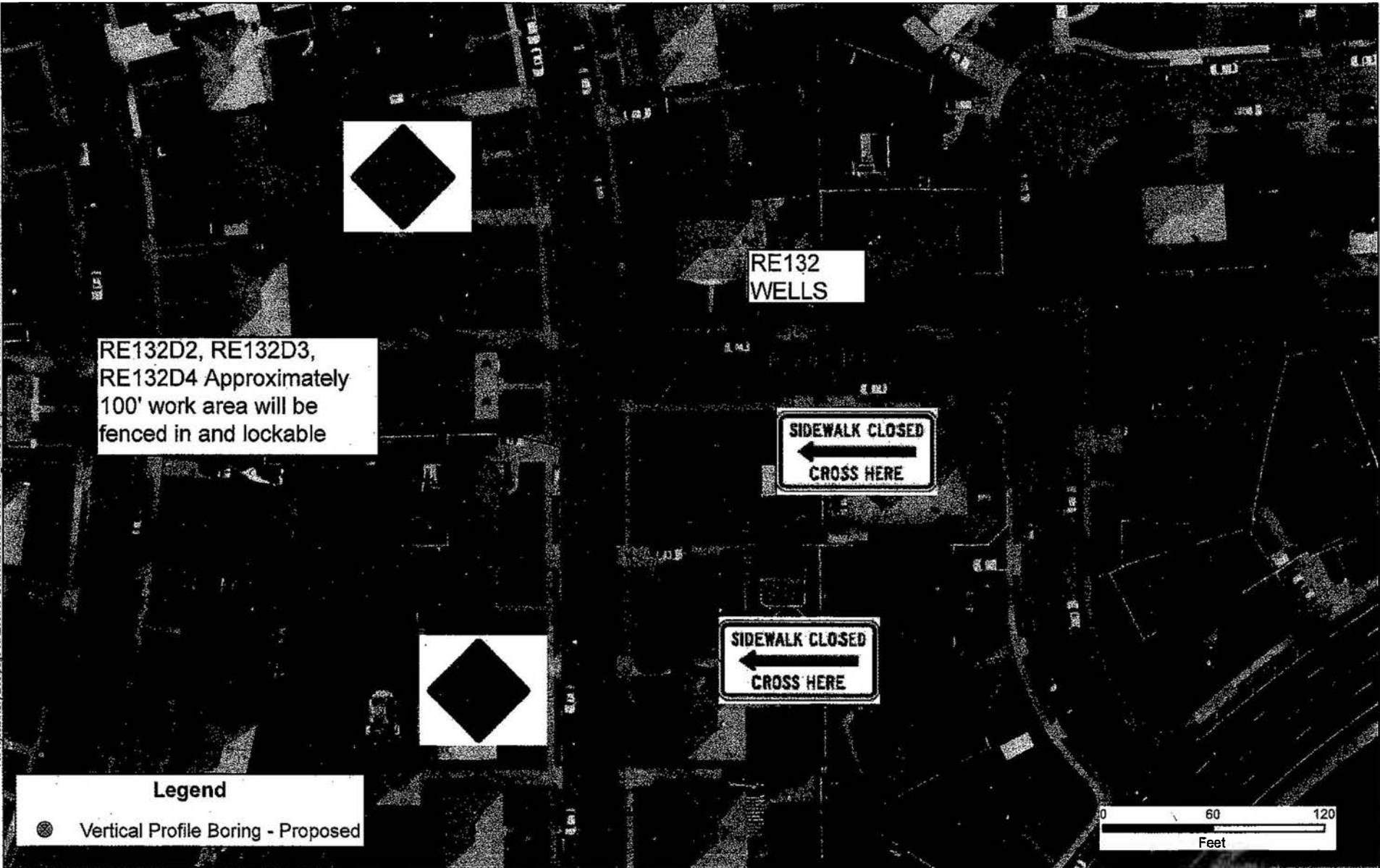
The work area will be 16 feet wide and 100 feet long. It will be surrounded by a 6-foot high lockable chain link fence. The work area will block a 100 foot section of sidewalk. There will be Sidewalk Closed signs placed 5 feet in front of the north end of our work area and 5 feet past the south end of our work area on Wadsworth Avenue. Road Work Ahead signs will be placed on the east side of Wadsworth Avenue approximately 50 feet from the south end of our work area and on the west side of Wadsworth Avenue north of the corner at Poe Place. End Road Work signs will be placed on Poe Place at the corner with Wadsworth Avenue approximately 30 feet from the north end of our work area and on the west side of Wadsworth Avenue about 30 feet past the south end of our work area.

Footages are approximate and the proposed setup (not to scale) is shown on the attached site plan.

97 UNION AVENUE • P.O. BOX 1309 • RONKONKOMA, N.Y. • 11779-0760 • (631) 981-2255 • FAX (631) 981-2369



F:\Projects\Navy\Bethpage\WXE037.0\Deliverables\2_CADD\GIS\Bldg\Bethpage\MAP\DOCS\MXD\MISC\Location_Map\VPBs_161-157Fs_VPB_166_8x11_2017_06_21_R1.mxd



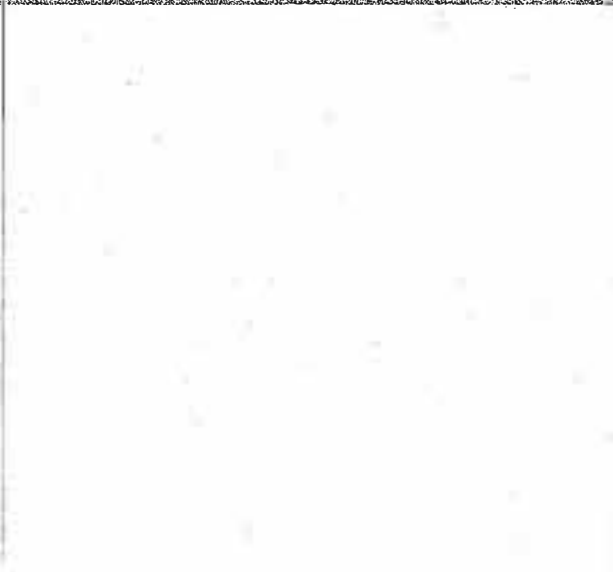
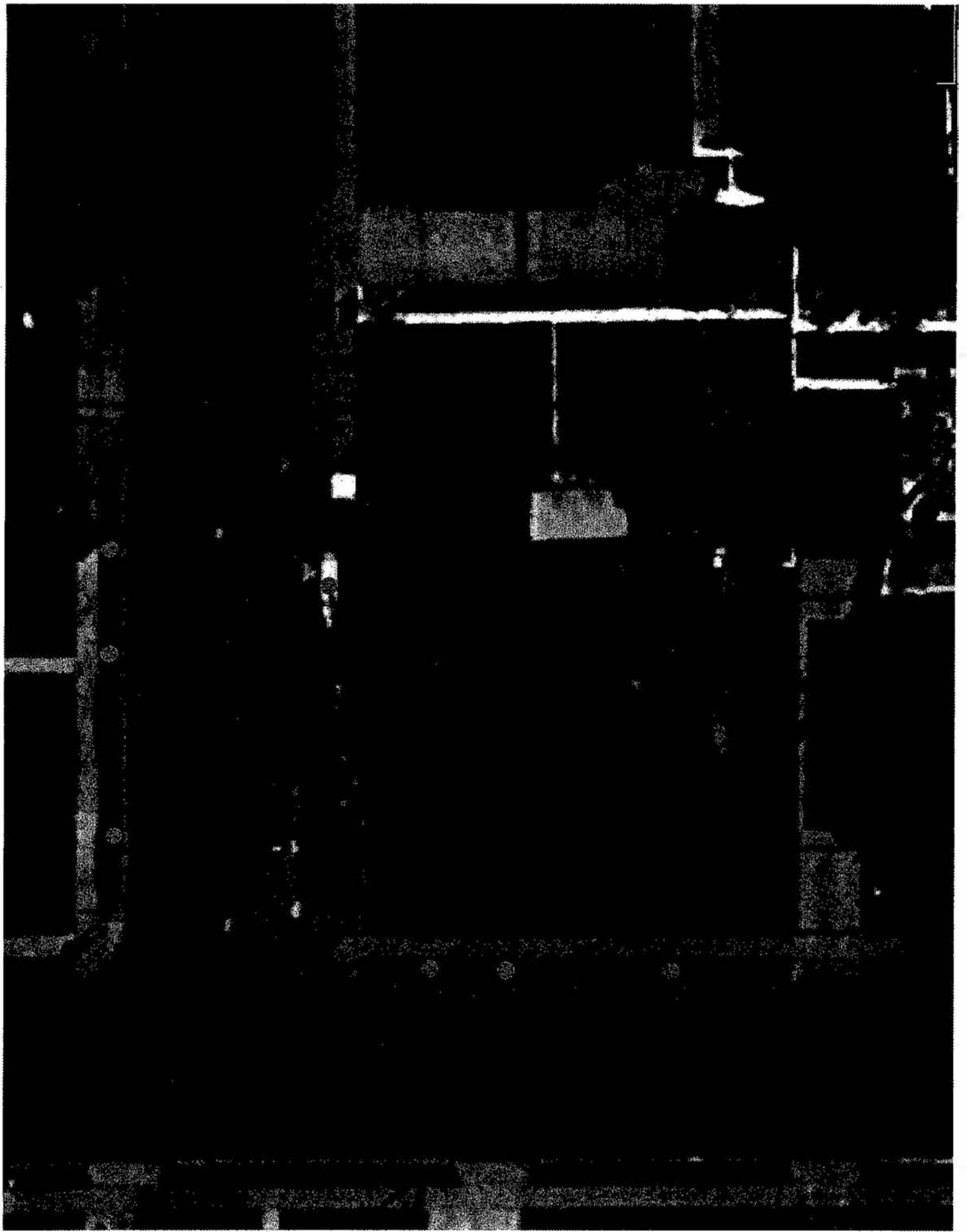
Legend

⊗ Vertical Profile Boring - Proposed



RE132D2, D3, D4 TRAFFIC MAP
 NAVAL WEAPONS INDUSTRIAL RESERVE PLANT
 BETHPAGE, NEW YORK

CONTRACT NUMBER N62470-11-D8013	CTO NUMBER WE15
APPROVED BY EV	DATE 12/07/2017
APPROVED BY	DATE
FIGURE NO. 3	REV 0



ADOPTED: November 14, 2017

Councilwoman Goosby offered the following resolution and moved for its adoption as follows:

RESOLUTION AUTHORIZING THE SUPERVISOR TO EXECUTE THREE (3) AGREEMENTS FOR THE INSTALLATION OF SOIL BORINGS AND MONITORING WELLS BETWEEN THE TOWN OF HEMPSTEAD DEPARTMENT OF HIGHWAYS AND THE UNITED STATES OF AMERICA, BY AND THROUGH THE DEPARTMENT OF THE NAVY, NAVAL FACILITIES ENGINEERING COMMAND, MID-ATLANTIC

WHEREAS, the Town of Hempstead Department of Highways in order to protect the public from exposure from contaminated groundwater hereby agrees to allow the Navy to install soil borings and monitoring wells to collect groundwater and soil samples to determine the presence, depth and concentration of potential solvent contamination in various locations in the Town of Hempstead; and

WHEREAS, the Town of Hempstead has a public interest need in entering into such agreements; and

WHEREAS, the Town Board finds it to be in the public interest to enter into agreements with the Navy for the collection of groundwater and soil from various locations in the Town, which would benefit residents of the Town; and

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor is hereby authorized to execute three (3) agreements with the Navy, file numbers PI-10524, PI-10525, and PI-10526, for the installation of soil borings and monitoring wells; and

RESOLVED, that said Agreements hereby are approved and ordered filed in the office of the Town Clerk of the Town of Hempstead, and original copies thereof shall be mailed to the Navy.

The foregoing resolution was adopted upon roll call as follows:

AYES: SEVEN (7)

NOES: NONE (0)

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution

and moved its adoption:

RESOLUTION GRANTING THREE OFFICIALS OF THE TOWN OF HEMPSTEAD WITH THE AUTHORITY TO SIGN DOCUMENTATION REQUIRED BY THE DORMITORY AUTHORITY STATE OF NEW YORK ("DASNY") IN CONJUNCTION WITH THE TOWN'S MULTIPLE APPLICATIONS FOR GRANTS TO FUND SEVERAL PARKS FACILITIES IMPROVEMENT PROJECTS

WHEREAS, the Town of Hempstead, acting through its Department of Parks and Recreation, has applied for multiple State and Municipal Facilities Program("SAM") Grants to fund significant enhancements at various park facilities; and

WHEREAS, as part of the Grant application process and its associated legal and financial review, DASNY has notified the Department of Parks and Recreation that the Town must arrange for two "Authorized Officers" to sign the "Grantee Certification" and certain other related Grant application documents, including the Grant contract; and

WHEREAS, to facilitate an efficient Grant application process and in order to comply with the DASNY requirement of having two Town officials authorized to sign the Grant application and certain related documentation, the Commissioner of the Department of Parks and Recreation hereby recommends to this Town Board that the following three Town officials be granted the authority to sign DASNY Grant application documentation relating to Town park improvement projects including, without limitation, the Grantee Certification and Grant contract:

Supervisor
Commissioner of the Department of Parks and Recreation
Counsel to Commissioner of Parks and Recreation

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor, the Commissioner of the Department of Parks and Recreation, and the Counsel to Commissioner of Parks and Recreation be and hereby are authorized to sign all DASNY Grant application documentation relating to the Town's multiple parks facilities project enhancement SAM Grants, including without limitation, the Grantee Certification and Grant Contract.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

21

Case #

26493

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE EXECUTION OF AN APPLICATION FOR FUNDING THROUGH THE STATE OF NEW YORK COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY PROGRAM FOR THE MEADOWBROOK CORRIDOR GREEN INFRASTRUCTURE PROJECT

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

WHEREAS, funds are now available through the State of New York Community Development Block Grant Disaster Recovery Program for the Meadowbrook Corridor Green Infrastructure (the "Project"); and

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

WHEREAS, it is in the best interest of the Town to authorize the execution of the application for funding the Project; and

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor is hereby authorized to execute the application for funding for the Project, prepared on behalf of the State of New York CDBG- Disaster Recovery Program, dated February, 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 #

22

Case #

26493



Governor's Office of Storm Recovery

**STATE OF NEW YORK
TOWN OF HEMPSTEAD**

**NY STATE
CDBG-DISASTER RECOVERY PROGRAM**

**APPLICATION FOR FUNDING
MEADOWBROOK CORRIDOR GREEN INFRASTRUCTURE**

FEBRUARY 2018

PREPARED BY

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

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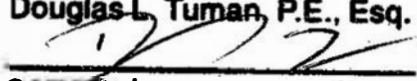
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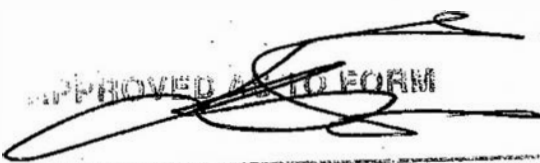
General Description Form

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 Phone: (516) 812-3484 Fax: (516) 489-0024</p>	<p>Project Name:</p> <p>Meadowbrook Corridor Green Infrastructure IMP.N.066A</p> <p>Project Address: 1600 Merrick Rd, Merrick, NY 11566 (approximate geographical center of project target area)</p>
<p>Applicant's Contact Person Name, Address, Phone Number, Email Address, DUNS Number, and SAM CAGE Code Number.</p> <p>Douglas L. Tuman, P.E., Esq. Commissioner Town of Hempstead Department of Engineering 350 Front Street Hempstead, N.Y. 11550-4037 Office: (516) 812-3484 Fax: (516)393-0074 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>Ed Hannum Subject Matter Expert HGA 500 Bi-County Blvd., Suite 300 Farmingdale, NY 11735 Phone: (318) 614-0278 Email: ehannum@hga-llc.com</p> <p>Name, Address, Phone Number and Email Address of GOSR Project Manager:</p> <p>Casey Ferber Program Manager, NY Rising Community Reconstruction 500 Bi-County Boulevard, Suite 300 Farmingdale NY 11735 (516) 391-4426 casey.ferber@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	\$767,603.00	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	\$767,603.00	CDBG-DR
Signature (Authorizing Official) and Date Signed		Typed Name/Title (Authorizing Official)
		Douglas L. Tuman, P.E., Esq. Commissioner of Engineering Town of Hempstead

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

Commissioner
Department of Engineering

APPROVED AS TO FORM

CHIEF DEPUTY TOWN ATTORNEY
DATE 3/1/18

APPROVED
 By no Date 3/5/18

KEVIN R. CONROY, CPA
TOWN COMPTROLLER

APPROVED

DIRECTOR OF PURCHASING
DEPUTY TOWN COMPTROLLER

SUPPLEMENTAL INFORMATION

Project Name: Meadowbrook Corridor Green Infrastructure

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

Name: <u>NYS Senator John E. Brooks</u>	Senate District #: <u>District No. 8</u>
---	--

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

Name: <u>NYS Assemblymember David G. McDonough</u>	Representative District #: <u>District No. 14</u>
--	---

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

Name: <u>U.S. Senator Charles Schumer</u>	Congressional District #: <u>New York State</u>
<u>U.S. Senator Kirsten Gillibrand</u>	<u>New York State</u>
<u>U.S. Representative Kathleen Rice</u>	<u>District No. 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 Thomas McKeivitt</u>	<u>District No. 13</u>
<u>Nassau County Legislator Steven D. Rhoads</u>	<u>District No. 19</u>
<u>Town of Hempstead Supervisor Laura A. Gillen</u>	<u>Town of Hempstead</u>
<u>Town of Hempstead Councilmember Erin King Sweeney</u>	<u>District No. 5</u>
<u>Town of Hempstead Councilmember Dennis Dunne, Sr.</u>	<u>District No. 6</u>

5. Target Area Census Tract(s): N/A (Merrick Census Designated Place)

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: 11566) Target Area(s)

Name and Zip Code of Target Area: 11566 Merrick, North Merrick
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: 40.652795 Longitude: -73.565174 (Approximate geographical center of project area)

8. How many other projects funded with CDBG-DR funds relate to the project: None
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: Yes No
11. Does the project encompass multiple counties: 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 fund:

Yes No

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

BUDGET/COST SUMMARY FORM

PROJECT NAME: Meadowbrook Corridor Green Infrastructure

(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	\$709,409.00	\$0.00	\$709,409.00	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	\$58,194.00	\$0.00	\$58,194.00	CDBG-DR
8. Administration	\$0.00	\$0.00	\$0.00	
TOTAL	*\$767,603.00	\$0.00	*\$767,603.00	CDBG-DR

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

HUD Matrix Code:

HUD Matrix Code 031 – Flood Drainage Improvements

** This application reflects a budget increase of \$58,194.00 from the pre-application due to a request for project delivery costs submitted from the Town of Hempstead*

CDBG-DR PROGRAM TIME SCHEDULE					APPLICANT NAME: Meadowbrook Corridor Green Infrastructure									
MILESTONES	Q1 Oct – Dec '17	Q2 Jan – Mar '18	Q3 Apr – Jun '18	Q4 Jul – Sep '18	Q5 Oct – Dec '18	Q6 Jan – Mar '19	Q7 Apr – Jun '19	Q8 Jul – Sep '19	Q9 Oct – Dec '19	Q10 Jan – Mar '20	Q11 Apr – Jun '20	Q12 Jul – Sep '20	Q13 Oct – Dec '20	Q14 Jan – Mar '21
Public Facilities and Improvement														
a. Environmental Review			→											
b. Engineering-Design			→											
c. Bidding/Award						→								
d. Construction							→							
e. Closeout											→			

Provide the following dates:
*Required

*ERR Complete Date: 12/2018
 Construction Start Date: 04/2019
 *Construction End Date: 03/2020

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

ACTIVITY BENEFICIARY FORM

Community-Wide
 Target Area
 Limited-Clientele
 Combined

Project:
 Meadowbrook Corridor Green Infrastructure

List name of each activity excluding Admin & Acquisition:

1) Public Facilities and Improvements

2)

3)

	#	%	#	%	#	%
Persons (total):	21,325					
Total LMI Income:	3,905	18.31%				
Low Income:	2,160	10.12%				
Owner (for Rehab activity only, i.e. hookups):						
Renter (for Rehab activity only, i.e. hookups):						
Moderate Income:	1,745	08.18%				
Owner (for Rehab activity only, i.e. hookups):						
Renter (for Rehab activity only, i.e. hookups):						
Medium Income:	3,710	17.40%				
Owner (for Rehab activity only, i.e. hookups):						
Renter (for Rehab activity only, i.e. hookups):						

Race and Ethnicity	Percent (%)	Percent (%)	Percent (%)
White:	94.50%		
Black or African American:	1.60%		
American Indian or Alaskan Native:	0.10%		
Asian:	3.30%		
Native Hawaiian or Other Pacific Islander:	0.00%		
Other:	1.50%		
Hispanic or Latino	4.30%		

Data Sources:

Low and moderate income persons for area benefit activities were determined using the FY2016 HUD LMI Summary Data for Local Governments, based on the 2006-2010 American Community Survey.

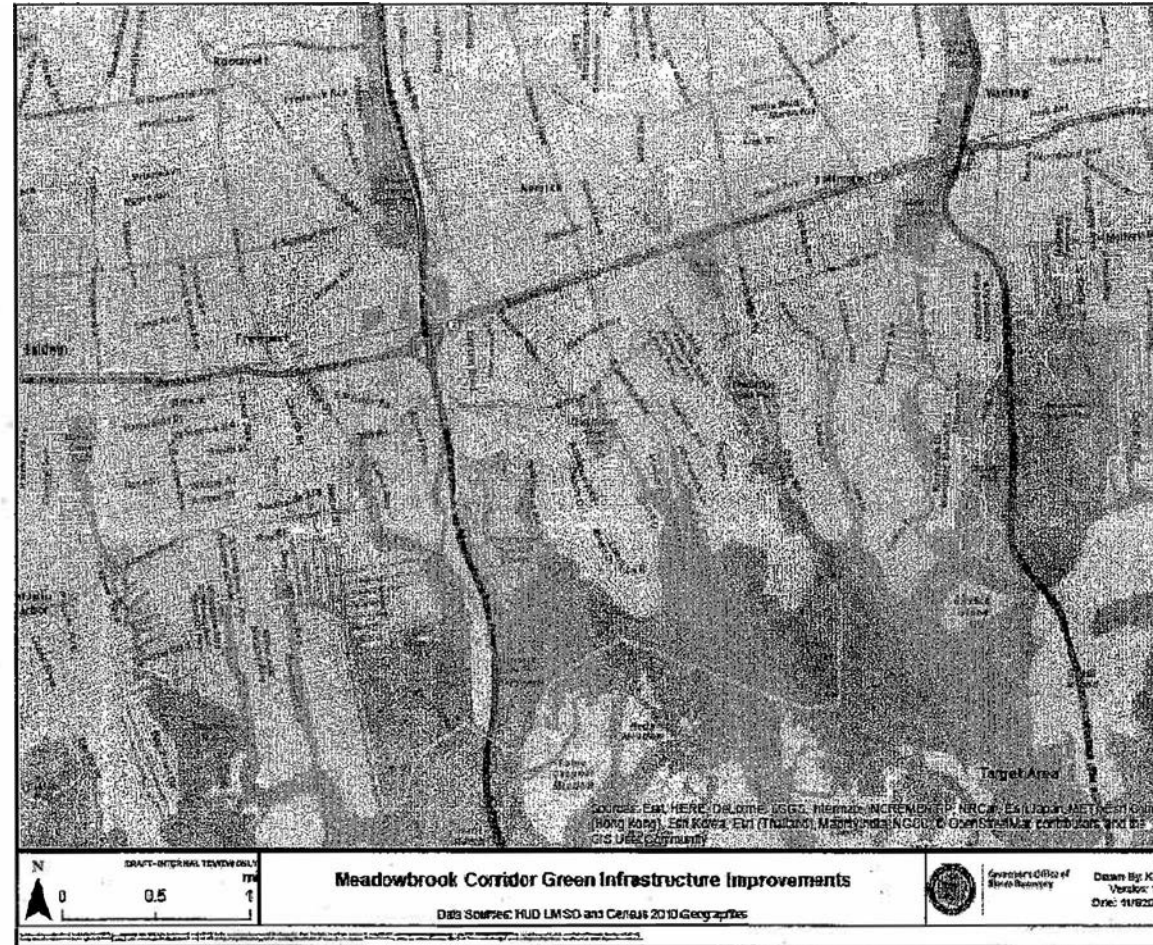
Percentages for race and ethnicity for area benefit activities were determined using the 2006-2010 American Community Survey.

Vicinity Map



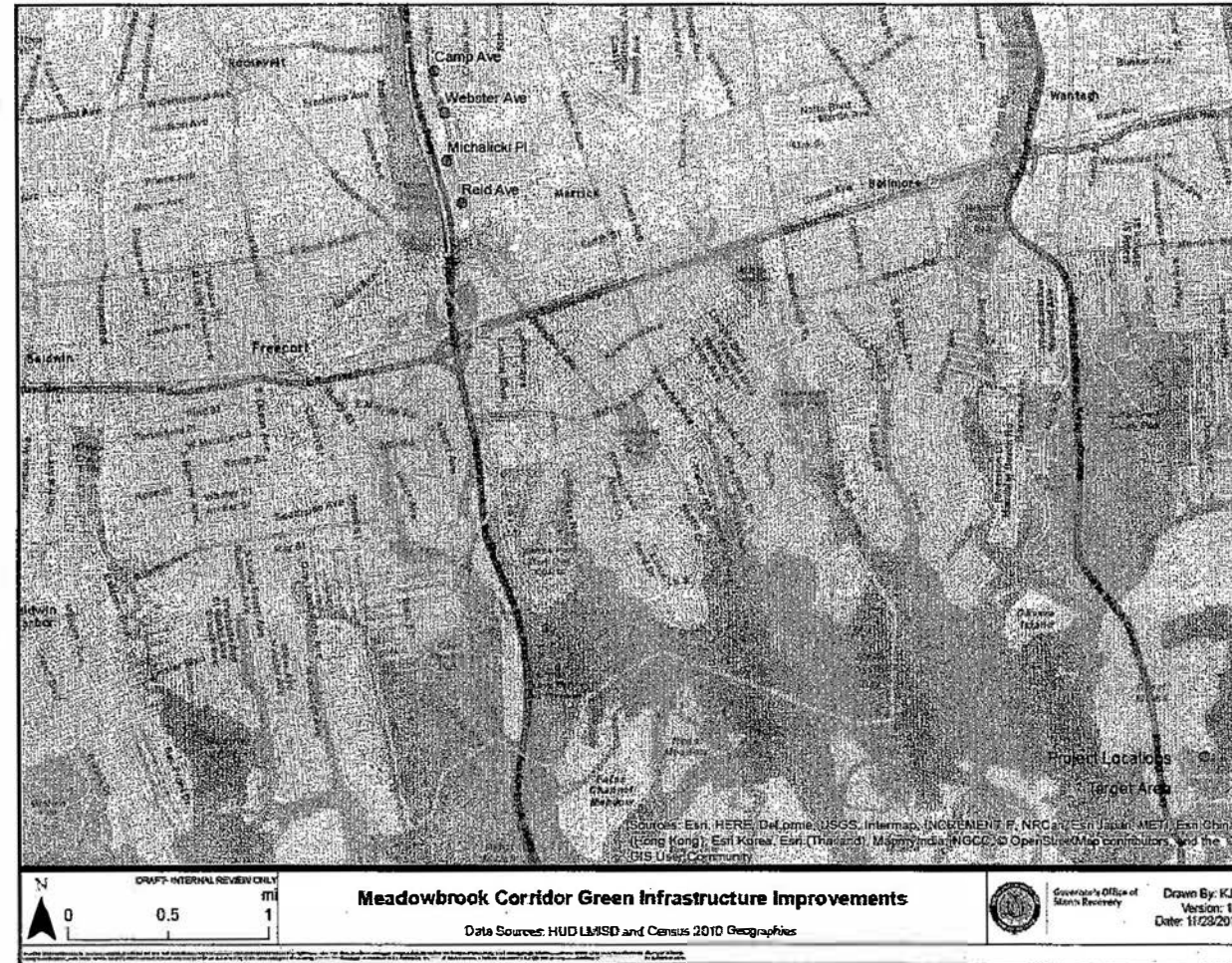
**MEADOWBROOK CORRIDOR
GREEN INFRASTRUCTURE**

Target Area Map¹



¹ Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), MapmyIndia, NGCC, © OpenStreetMap contributors, and the GIS User Community.

Project Site Map²



² Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), MapmyIndia, NGCC, © OpenStreetMap contributors, and the GIS User Community.

Project Description

Comprehensive Description:

The Meadowbrook Corridor Green Infrastructure project will provide for the design and construction of green infrastructure drainage improvements within the Meadowbrook Corridor intended to divert and delay stormwater runoff from entering existing natural and constructed stormwater facilities before ultimately discharging into surface waters. Specifically, the project will involve the installation of horizontal leaching chambers, or alternative green infrastructure interventions, at four locations identified in the Meadowbrook Corridor Stormwater System Modeling, Analysis, and Pilot project as proposed in the Bellmore/Merrick NYRCR Plan³. Project locations include Webster Avenue, Camp Avenue, Michalicki Place and Reid Avenue. Additional, similarly situated locations may be added, if available funding for this project allows and/or if one or more of the identified locations is determined to be unviable.

The proposed interventions, located on the eastern side of the Meadowbrook Corridor, would be designed to intercept stormwater runoff before it is conveyed to the surface water of the east branch of the East Meadowbrook.

By reducing the load placed on the existing stormwater conveyance system, this project will help reduce the risk and severity of flooding within the Meadowbrook Corridor and surrounding communities, thereby increasing their resiliency in future storm events. The project will also provide water quality improvement benefits by encouraging infiltration and recharge of stormwater runoff in place of conveyance and discharge to NYS surface waters.

This project builds on the Meadowbrook Corridor Watershed Study - Phase I Desktop Analysis project in which existing drainage data from the watershed was collected and collated, and various pilot projects identified in the NYRCR Plan were evaluated for feasibility. The pilot project from the NYRCR plan on which this project is based originally proposed staggered regenerative conveyance systems and bioswales at four locations in Merrick including Webster Avenue, Camp Avenue, Michalicki Place and Reid Avenue. However, due to site constraints identified through the Phase I study effort, it was proposed that alternative green infrastructure practices, specifically, horizontal leaching chambers, be considered.

Project Context:

This project is related to the CDBG-DR-funded *Meadowbrook Corridor Watershed Study - Phase I Desktop Analysis* project completed by the Dormitory Authority of the State of New York (DASNY) under a separate project application.

³ https://stormrecovery.ny.gov/sites/default/files/crp/community/documents/bellmore-merrick_nyrcr_plan.pdf

Beneficiaries/Public Benefit/Target Area:

As described in the Bellmore/Merrick New York Rising Community Reconstruction Plan (NYRCR), the Meadowbrook Corridor is a large tributary system running south from Westbury to Hempstead's Middle Bay. The Corridor's tributaries and system of retention ponds were originally part of the Brooklyn Water Works reservoir system, a water conveyance system built to provide drinking water to the New York City Borough of Brooklyn. Today, the corridor conveys stormwater from the Freeport Creek watershed out into Merrick Bay. The Corridor is divided by the Meadowbrook State Parkway's elevated roadway, which also serves as the border between the hamlet of Merrick and the Village of Freeport and is a County-designated evacuation route serving the Community and the barrier islands. There are more than 200 stormwater outfalls draining into the Meadowbrook Corridor and its sensitive, fresh, and tidal wetlands.

- Risk Reduction & Increased Resiliency: This project will yield several risk reduction benefits for the NYRCR Bellmore/Merrick community and the natural environment. The pilot projects will address flood risk in communities along and downstream of corridor improvements, while improving water quality, thus serving as working examples of green infrastructure interventions which can build resiliency for the Community, particularly during future extreme weather flooding events.

Flooding in these areas impacted Merrick Road and Sunrise Highway during Hurricane Irene and Superstorm Sandy. Reducing stormwater runoff impacts will also reduce the risk that Merrick Road and Sunrise Highway will become impassable during and after future storms and flooding events. This benefits residents and business owners who rely on these roads to access goods and services, primarily through access to the Meadowbrook Parkway, a regional gateway for freight deliveries and emergency services.

This project will help to manage, recharge and/or retain runoff upstream in the watershed in order to reduce flooding in downstream communities. This reduces risk to at-risk populations and private and natural assets. The various components of the project will help reduce the risks of flooding to homes, businesses, parks and open spaces, civic institutions, and infrastructure systems. The ability to keep roads operating under more severe circumstances in the future will also enable more effective disaster management, response, and recovery, which will reduce the risks to public health and safety in the communities.

- Environmental Benefits: The proposed project aims to create systems that retain stormwater within the Meadowbrook Corridor so that it can be filtered before it enters the creek and eventually, the South Shore Estuary. The creek and estuary will benefit through improved water quality and, subsequently, ecosystem health. Finally, the proposed project will demonstrate the efficacy of green infrastructure

interventions, thereby providing important information which should encourage replication of such projects elsewhere in the Meadowbrook corridor, as well as other similarly situated watercourses on Long Island.

- **Economic Benefits:** Owners of businesses adjacent to the corridor will benefit from reduced recovery costs following future flooding events.

Health and Social Benefits: Through reducing the impacts of stormwater runoff, the project will enable emergency and disaster response resources to be allocated to other areas in future storm and flooding events. In addition, the improvements can decrease flood damages and increase the aesthetic value of existing green spaces.

Recovery Rationale:

The Meadowbrook Corridor's low elevation and connection with the bay renders the area vulnerable to flooding from extreme weather events, including precipitation events and tidal surges. The high number of stormwater outfalls combined with runoff from the Meadowbrook State Parkway contribute to severe flooding. During and after Superstorm Sandy, South Freeport, Merrick, and Bellmore residents were restricted from using Merrick Road where it meets the Parkway when Merrick Road was deluged with floodwaters from the Corridor. In addition, on the Freeport-side of the Corridor, the storm surge and the stormwater runoff converged between Sunrise Highway and Merrick Road, exacerbating flood damage in the area.

The Meadowbrook Corridor Green Infrastructure project will directly address these issues by implementing green infrastructure interventions that will address flood risk and protect the surrounding communities from storm-related impacts. The proposed projects will aim to retain stormwater within the Meadowbrook Corridor so that it can be filtered and detained before it poses a flooding risk. The projects will also demonstrate the efficacy of green infrastructure stormwater management options which will encourage implementation of similar projects in the surrounding areas, thereby providing additional flood mitigation benefit.

This project is critical for these communities' long-term recovery from Superstorm Sandy, and their increased resiliency in the future. By implementing green infrastructure stormwater management practices in the Meadowbrook Corridor, this project will help ensure that the affected communities are protected from the kind of flooding experienced during Superstorm Sandy and better prepared for a future disaster.

Description of Construction Involved:

This project will involve design and construction. 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 acquisitions of property or temporary easements are anticipated to facilitate the implementation of the project. If during the design phase, it is determined that additional property is needed, the Town of Hempstead will comply with the Uniform Relocation and Assistance Act (URA) in acquiring property or rights-of-way.

Mitigation Plan:

Projects will be designed to reduce flooding frequency, duration and extent. Improvements and upgrades will be designed for resilience in the face of sea level rise, and increasing frequency and duration of extreme weather events. When the CDBG-DR eligible recommendations are designed and constructed, the community will experience less risk to public and private property and infrastructure.

CDBG-DR Eligibility:

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

The Meadowbrook Corridor Green Infrastructure project includes CDBG-DR eligible activities pursuant to Section 105(a)(2), **Public Facilities and Improvements**, of the Housing and Community Development Act (HCDA) which includes, the acquisition, construction, reconstruction, or installation (including design features and improvements with respect to such construction, reconstruction, or installation that promote energy efficiency) of public works, facilities (except for buildings for the general conduct of government), and site or other improvements.⁴

HUD Matrix Code 03 – Other Public Facilities/Improvements

Meadowbrook Corridor Green Infrastructure project also includes CDBG-DR eligible activities pursuant to Section 105(a)(2), **Flood Drainage Improvements**, which includes the acquisition, construction, or rehabilitation of flood drainage facilities.⁵

⁴HCDA Section 105(a), Eligible Activities for States

⁵HCDA Section 105(a), Eligible Activities for States

HUD Matrix Code 031 – Flood Drainage Improvements

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.”⁶

The **Bellmore/Merrick** NY Rising Community Reconstruction Plan⁷ (March 2014) demonstrates that the project/activity meets the CDBG-DR national objective of urgent need.

⁶Federal Register, Vol. 78, No. 43 issued Tuesday, March 5, 2013.

⁷https://stormrecovery.ny.gov/sites/default/files/crp/community/documents/bellmore-merrick_nyrcr_plan.pdf

ARCHITECT/ENGINEER'S COST ESTIMATE

Estimated Number of Parcels to be Acquired: Not Applicable

Anticipated Approvals/Permits to be Acquired: Not Applicable

PROJECT BUDGET

Meadowbrook Corridor Green Infrastructure Cost Estimate	
Category	Total
Design and Construction	\$709,409
Project Delivery	\$58,194.00
Administration	\$0.00
	\$767,603.00

**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 X or an Update Report

1. Applicant/Recipient Name, Address, and Phone (include area code): Town of Hempstead One 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 \$767,603.00
5. State the name and location (street address, City and State) of the project or activity: Town of Hempstead, One Washington Street, Hempstead, NY 11550	

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). <u>X</u> Yes <u> </u> 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 <u>X</u> Yes <u> </u> 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 %)
APPROVED			
By <u>As</u>		Date <u>3/5/11</u>	

(Note: Use Additional pages if necessary.)

Certification

Warning: If you knowingly make a false statement on this form, you may be subject to 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: <u>X</u>	Date: (mm/dd/yyyy)
------------------------	--------------------

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

KEVIN R. CONROY, CPA

TOWN COMPTROLLER

Template Revised on 3/1/11

APPROVED

Version 06/21/2017

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

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**DIRECTOR OF PURCHASING
DEPUTY TOWN COMPTROLLER**

**Commissioner
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: Meadowbrook Corridor Green Infrastructure

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 _____

Printed Name of Authorized Certifying Official **APPROVED**

By AO Date 3/5/18


Date _____

KEVIN R. CONROY, CPA

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.

Douglas A. Tuman, P.E., Esq.

Commissioner
Department of Engineering

APPROVED AS TO FORM

DEPUTY TOWN ATTORNEY
3/1/18

APPROVED

DIRECTOR OF PURCHASING
DEPUTY TOWN COMPTROLLER
3/2/18

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:

Meadowbrook Green Infrastructure

Activity: The Town of Hempstead is requesting Community Development Block Grant – Disaster Recovery (CDBG-DR) funding to design and construct green infrastructure drainage improvements within the Meadowbrook Corridor

Objective: The project’s goal is to divert and delay stormwater runoff from entering existing natural and constructed stormwater facilities before ultimately discharging into surface waters.

Location: Meadowbrook, Town of Hempstead, Nassau County, NY.

Amount: \$767,603.00 for Design, Construction and Project Delivery costs.

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

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

ATTN:
[FULL ADDRESS WHERE APPLICATION MAY BE REVIEWED]

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

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

The Application was advertised From [REDACTED] 2017 – [REDACTED] 2017 in the following publications:

- Publication 1
- Publication 2

The following comments were received by the Town of Hempstead:

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

Appendix C:
LMI Calculation
to Support Activity Beneficiary Form

**Meadowbrook Corridor Green Infrastructure
LMI Calculation**

Geoname	Low	Mod	Medium	LowMod Universe
Merrick CDP, New York	2,160	1,745	3,710	21,325

Low and Moderate Percentage: 18.31%

Data Sources:

Low and moderate income persons for area benefit activities were determined using the FY2016 HUD LMI Summary Data for Local Governments, based on the 2006-2010 American Community Survey.

Percentages for race and ethnicity for area benefit activities were determined using the 2006-2010 American Community Survey.

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE EXECUTION OF A REVISED APPLICATION FOR FUNDING THROUGH THE STATE OF NEW YORK COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY PROGRAM FOR THE BALDWIN: EAST BALDWIN GRADE RAISE PROJECT

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

WHEREAS, funds are now available through the State of New York Community Development Block Grant Disaster Recovery Program for the Baldwin: East Baldwin Grade Raise (the "project"); and

WHEREAS, the State of New York has prepared and presented a revision to the application for the funding of the Project through the above program; and

WHEREAS, it is in the best interest of the Town to the authorize the execution of the application revision for funding the Project; and

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor is hereby authorized to execute the revised application for funding for the Project, prepared on behalf of the State of New York CDBG-Disaster Recovery Program, dated February, 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 # 23

Case # 26493



**Governor's Office of
Storm Recovery**

**STATE OF NEW YORK
TOWN OF HEMPSTEAD**

**NY STATE
CDBG-DISASTER RECOVERY PROGRAM**

**APPLICATION FOR FUNDING
REVISION 1
BALDWIN: EAST BALDWIN ROAD RAISING**

FEBRUARY 2018

PREPARED BY

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

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APPLICATION REVISION OVERVIEW

	Revised (y/n)	Last Revision (date)	Reason for Revision
General Description	Y	Original Application (Accepted 11/17/2015)	Project budget has been increased. GOSR project manager has been updated.
National Objective	N	N/A	N/A
Eligible Activity	N	N/A	N/A
Project Budget	Y	Original Application (Accepted 11/17/2015)	Project budget has been increased.
Supplemental Information	Y	Original Application (Accepted 11/17/2015)	Elected officials have been updated.
Project Schedule	Y	Original Application (Accepted 11/17/2015)	Project timeline has changed since the original application has been accepted.
Activity Beneficiaries	N	N/A	N/A
Target Area	N	N/A	N/A
Project Site	N	N/A	N/A

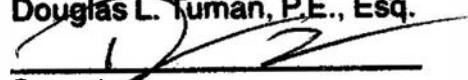
General Description Form

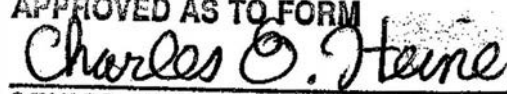
Place a check mark in the appropriate box: Original Application Amended Application

<p>Applicant Name, Address, Phone and Fax Nos.:</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>Baldwin: East Baldwin Raising</p> <p>NYCR 0072</p> <p>Project Address: Baldwin, NY 11510</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>Derek Xiao NY Rising Community Reconstruction Program 500 Bi-County Blvd, Suite 300 Farmingdale, NY 11735 (347) 575-9282 dxiao@hga-llc.com</p> <p>Name, Address, Phone Number and Email Address of GOSR Project Manager:</p> <p>Sara Chin Program Manager, Community Reconstruction Governor's Office of Storm Recovery 500 Bi-County Boulevard, Suite 300 Farmingdale NY 11735 (347) 237-2563 Sara.Chin@stormrecovery.ny.gov</p>
<p>Name, Address, Phone Number and Email Address of Architectural/Engineering Firm:</p> <p>D&B Engineers and Architects, P.C. 330 Crossways Park Drive Woodbury, NY 11797 Phone: (516) 364-9890 Email: SPatak@db-eng.com</p>	<p>National Objective to be Addressed (check one).</p> <p><input checked="" type="checkbox"/> Activities Benefiting Low/Moderate Income Persons</p> <p><input type="checkbox"/> Prevention/Elimination of Slums or Blight</p> <p><input type="checkbox"/> Urgent Need</p> <p><input type="checkbox"/> Not Applicable—Planning</p>

Project Funds	Amount	Source and Status of Funds
CDBG-DR	\$2,121,010.00	CDBG-DR
Local Funds	\$0.00	
Private Funds	\$0.00	
Other State Funds	\$0.00	
Federal Funds (non-CDBG-DR)	\$0.00	
Other Funds	\$0.00	
TOTAL FUNDS	\$2,121,010.00	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

APPROVED AS TO FORM

 SENIOR DEPUTY TOWN ATTORNEY
 DATE 3/5/18

APPLICATION REVISION

What's being changed (Budget? National Objective? Eligible Activity? Schedule? Scope of project? Activity beneficiary area? Other?)

This application is being revised to include additional funding to account for possible contingencies that may arise during the completion of this project.

General Description Form:

- Budget has been revised: The budget has been increased by \$60,000.00. The new budget for this project is \$2,121,010.00.

Supplemental Information:

- Elected officials have been updated
- Added bullet regarding flood insurance requirements

Budget/Cost Summary Form:

- Table has been updated. The Public Facilities and Improvements has been increased from \$2,000,000.00 to \$2,050,000.00
- The Acquisition of Real Property budget has been increased from \$0.00 to \$10,000.00 to account for any easements needed for the completion of this project
- Total project budget is now \$2,121,010.00

Disclosure/Update Report:

- The budget has been increased by \$60,000.00. The new budget for this project is \$2,121,010.00

Appendix A – Duplication of Benefits Certification(s):

- Duplication of Benefits Certificate has been updated.

REVISED PROJECT DESCRIPTION, IF APPLICABLE

New project description should explain how and why the project scope has been revised. If the Supplemental Information form has changed, note change(s) here.

Note: If the project description was not revised, please insert "Not Applicable" here.

Not Applicable

SUPPLEMENTAL INFORMATION

Project Name: Baldwin: East Baldwin Road Raising

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

Name:	Senate District #:
<u>U.S. Senator Charles Schumer</u>	<u>New York State</u>
<u>U.S. Senator Kirsten Gillibrand</u>	<u>New York State</u>
<u>NYS Senator Todd D. Kaminsky</u>	<u>District No. 9</u>

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

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

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

Name:	Congressional District #:
<u>U.S. Representative Kathleen Rice</u>	<u>District No. 4</u>

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

Name:	Member District #:
<u>Nassau County Executive Laura Curran</u>	<u>Nassau County</u>
<u>Nassau County Legislator Debra Mulé</u>	<u>District No. 5</u>
<u>Nassau County Legislator Howard J. Kopel</u>	<u>District No. 7</u>
<u>Town of Hempstead Supervisor Karen A. Gillen</u>	<u>Town of Hempstead</u>
<u>Town of Hempstead Councilmember Dorothy L. Goosby</u>	<u>District No. 1</u>
<u>Town of Hempstead Councilmember Erin King Sweeney</u>	<u>District No. 5</u>

5. Target Area Census Tract(s): N/A (Baldwin - Census Designated Place)

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

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

Name and Zip Code of Target Area: Baldwin NY 11510

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: 40.665156 Longitude: -73.611210

(Approximate Center of Baldwin)

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: Yes X 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: _____

REVISED BUDGET/COST SUMMARY FORM, IF APPLICABLE

PROJECT NAME: Baldwin: East Baldwin Road Raising

(A) Costs by Activity	(B) CDBG-DR	(C) Other	(D) Total	(E) Source
1. Acquisition of Real Property	\$10,000.00	\$0.00	\$10,000.00	CDBG-DR
2. Public Facilities and Improvements	\$2,050,000.00	\$0.00	\$2,050,000.00	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	\$56,010.00	\$0.00	\$56,010.00	CDBG-DR
8. Administration	\$5,000.00	\$0.00	\$5,000.00	CDBG-DR
TOTAL	\$2,121,010.00	\$0.00	\$2,121,010.00	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 03K – Street Improvements

REVISED A/E COST ESTIMATE, IF APPLICABLE

Note: If the project cost estimate was not revised, please insert "Not Applicable" here.

PROJECT NAME: Baldwin: East Baldwin Road Raising

BALDWIN: EAST BALDWIN ROAD RAISING

Budget Line Item	Total
Acquisition	\$10,000.00
Design & Construction	\$2,050,000.00
Project Delivery and Administration	\$61,010.00
Total Project Cost:	\$2,121,010.00

REVISED CDBG-DR PROGRAM TIME SCHEDULE, IF APPLICABLE

Note: If the project schedule was not revised, please insert "Not Applicable" here.

PROJECT NAME: Baldwin: East Baldwin Road Raising

ACTIVITIES	Jan-Dec 2016	Quarter 5 01/17 - 03/17	Quarter 6 04/17 - 06/17	Quarter 7 07/17 - 09/17	Quarter 8 10/17- 12/17	Quarter 9 01/18 - 03/18	Quarter 10 04/18 - 06/18	Quarter 11 07/18- 09/18	Quarter 12 10/18 - 12/18	Quarter 13 01/19 - 03/19	Quarter 14 04/19 - 06/19	Quarter 15 07/19 - 09/17
Public Facilities and Improvements												
a. Environmental Review		→										
b. Engineering-Design		→										
c. Acquisition				→								
d. Bidding/Award						→						
e. Construction								→				
f. Closeout										→		

Provide the following dates:
*Required

*ERR Complete Date: 06/2017
Construction Start Date: 07/2018
*Construction End Date: 12/2018

Acquisition/Closing: 03/2018
Design Complete: 03/2018

REVISED ACTIVITY BENEFICIARY FORM, IF APPLICABLE

Not applicable.

REVISED VICINITY MAP, IF APPLICABLE

Not applicable.

REVISED TARGET AREA MAP, IF APPLICABLE

Not applicable.

REVISED PROJECT SITE MAP, IF APPLICABLE

Not applicable.

**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 Updated Report

1. Applicant/Recipient Name, Address, and Phone (include area code): Town of Hempstead Hempstead Town Hall 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 \$2,121,010.00
5. State the name and location (street address, City and State) of the project or activity: Baldwin, Nassau County, New York 11510	

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).
 Yes 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
 Yes 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 %)
D&B ARCHITECTS AND ENGINEERS	112393559	Engineering/Design	

(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.

Commissioner
Department of Engineering

Template Revised on: 3/1/17

APPROVED AS TO FORM

Charles E. Hemo

SENIOR DEPUTY TOWN ATTORNEY

DATE 3/5/18

APPENDIX A
UPDATED DUPLICATION OF BENEFITS FORM



Governor's Office of Storm Recovery

ANDREW M. CUOMO
Governor

LISA BOVA-HIATT
Executive Director

NY Rising Community Reconstruction Program
DUPLICATION OF BENEFITS QUESTIONNAIRE

Program Participant: Town of Hempstead

Project Name: Baldwin: East Baldwin Road Raising

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.

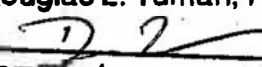
Program Participant

Signature of Authorized Certifying Official

Printed Name of Authorized Certifying Official

Date

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


Commissioner
Department of Engineering

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

APPROVED AS TO FORM
Charles O. Heine
SENIOR DEPUTY TOWN ATTORNEY
DATE 3/5/18

TOWN OF HEMPSTEAD
Department of Engineering

----- INTER-DEPARTMENTAL MEMO -----

TO: Joseph Ra, Town Attorney
Kevin Conroy, Town Comptroller
Sylvia A. Cabana, Town Clerk
Joseph L. Davenport, Executive Assistant to Town Supervisor for Infrastructure

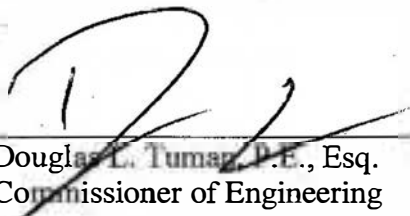
FROM: Douglas L. Tuman, P.E., Esq.
Commissioner of Engineering

DATE: March 9, 2018

SUBJECT: Approval of attached Resolution for...

The attached resolution is forwarded for your approval and presentation to the Town Board:

RESOLUTION AUTHORIZING THE EXECUTION OF A REVISED
APPLICATION FOR FUNDING THROUGH THE STATE OF NEW
YORK COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER
RECOVERY PROGRAM FOR THE BALDWIN: EAST BALDWIN
GRADE RAISE PROJECT



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

Joe Ra
Town Attorney

Kevin Conroy
Town Comptroller

Sylvia A. Cabana
Town Clerk

Joseph L. Davenport
Executive Assistant to the Supervisor
For Infrastructure

CASE NO:
NO.

RESOLUTION

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION AMENDING THE PASSPORT FEE SCHEDULE IN
THE OFFICE OF THE TOWN CLERK

WHEREAS, The Town of Hempstead has been designated by the United States Department of State, Bureau of Consular Affairs as a passport agent which authorizes the Town, through the Office of the Town Clerk, to accept applications for passports and;

WHEREAS, the Bureau has advised the Town Clerk that the Passport Acceptance Fee will increase from \$25.00 to \$35.00 effective April 2, 2018; and

WHEREAS ; the Town Clerk has requested that the Board increase the Passport Acceptance Fee from \$25.00 to \$35.00 (the Fee Amendment) and;

NOW, THEREFORE, BE IT

RESOLVED, that the Fee Amendment be and hereby is adopted; and be effective commencing April 2, 2018

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 29

Case # 29446

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION ESTABLISHING THE LIST OF DESIGNATED NEWSPAPERS FOR PUBLICATION OF NOTICES, RESOLUTIONS, ORDINANCES AND/OR LOCAL LAWS BY THE TOWN CLERK DURING THE YEAR 2018.

WHEREAS, the Town Supervisor has asked the Town Board to designate certain newspapers for the publication of notices, resolutions or ordinances and local laws as may be required by law, or directed by this Board for the 2018 calendar year; and

WHEREAS, the Town Board wishes to designate said newspapers.

NOW THEREFORE, BE IT

RESOLVED that the Town Clerk be and she hereby is authorized and directed to publish such notices, resolutions or ordinances and local laws as may be required by law, or directed by this Board, to be published during the year 2018 in any one or more of the following newspapers:

- Baldwin Herald, 2 Endo Blvd., Garden City, NY 11530
- Bellmore Herald Life, 2 Endo Blvd., Garden City, NY 11530
- East Meadow Beacon, 5 Center St., Hempstead, NY 11550
- East Meadow Herald, 2 Endo Blvd., Garden City, NY 11530
- Five Towns Jewish Home, PO Box 266, Lawrence, NY 11559
- Floral Park Bulletin, PO Box 227, Floral Park, NY 11001
- Franklin Square Bulletin, PO Box 227, Floral Park, NY 11001
- Franklin Square / Elmont Herald, 2 Endo Blvd., Garden City, NY 11530
- Freeport Herald Leader, 2 Endo Blvd., Garden City, NY 11530
- Garden City Life, 132 East Second St., Mineola, NY 11501
- Hempstead Beacon, 5 Center St., Hempstead, NY 11550
- Levittown Tribune, 132 East Second St., Garden City, NY 11530
- Long Beach Herald, 2 Endo Blvd., Garden City, NY 11530
- Long Island Business News, 2150 Smithtown Ave., Suite 7, Ronkonkoma, NY 11779
- Lynbrook / East Rockaway Herald, 2 Endo Blvd., Garden City, NY 11530
- Malverne / West Hempstead Herald, 2 Endo Blvd., Garden City, NY 11530
- Merrick Herald Life, 2 Endo Blvd., Garden City, NY 11530
- Mid Island Times and Levittown Times, 821 Franklin Ave., Suite 208, Garden City, NY 11530
- Nassau Herald, 2 Endo Blvd., Garden City, NY 11530
- Newsday, 235 Pinelawn Road, Melville, NY 11747
- New Hyde Park Illustrated, 132 East Second St., Mineola, NY 11501
- Oceanside / Island Park Herald, 2 Endo Blvd., Garden City, NY 11530
- Rockville Centre Herald, 2 Endo Blvd., Garden City, NY 11530

Item # 25

Case # 29454

- Seaford Herald Citizen, 2 Endo Blvd., Garden City, NY 11530
- South Shore Tribune, 4 California Pl. N., Island Park, NY 11558
- The Garden City News, 821 Franklin Ave., Suite 208, Garden City, NY 11530
- The Gateway, PO Box 227, Floral Park, NY 11001
- The Jewish Star, 2 Endo Blvd., Garden City, NY 11530
- Uniondale Beacon, 5 Center St., Hempstead, NY 11550
- Valley Stream Herald, 2 Endo Blvd., Garden City, NY 11530
- Wantagh Herald Citizen, 2 Endo Blvd., Garden City, NY 11530
- Westbury Times, 132 East Second St., Mineola, NY 11501
- West Hempstead Beacon, 5 Center St., Hempstead, NY 11550
- 5 Towns Jewish Times, PO Box 690, Lawrence, NY 11559

; and be it further

RESOLVED that the Comptroller be and hereby is authorized to pay for the cost of publishing such notices, which shall be charged against and paid from account number 010-012-9000-4020.

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 APPOINTING JACK MAJKUT AS
A MEMBER OF THE TOWN OF HEMPSTEAD INDUSTRIAL
DEVELOPMENT AGENCY AND THE LOCAL DEVELOPMENT
CORPORATION.**

WHEREAS, pursuant to a special act of the Legislature, the Town of Hempstead Industrial Development Agency was established on June 17, 1971, pursuant to Chapter 529 of the Laws of 1971; and

WHEREAS, a vacancy exists in the membership of the Town of Hempstead Industrial Development Agency and the Town of Hempstead Local Development Corporation; and

WHEREAS, pursuant to Section 856 of the General Municipal Law, this Town Board deems it to be in the public interest to appoint Jack Majkut, of 169 Elm Place, Levittown, New York 11756, as a member of the Town of Hempstead Industrial Development Agency and the Town of Hempstead Local Development Corporation to fill such vacancy; and

WHEREAS, Jack Majkut shall serve at the pleasure of the Town Board, the governing body of the municipality for whose benefit the Town of Hempstead Industrial Development Agency and the Town of Hempstead Local Development Corporation were established.

NOW, THEREFORE, BE IT

RESOLVED, that Jack Majkut be and he hereby is appointed as a member of the Town of Hempstead Industrial Development Agency and the Town of Hempstead Local Development Corporation; and be it further

RESOLVED, that the Town Clerk hereby is directed to file in the office of the Department of State, State of New York, a Certificate of Appointment of Jack Majkut a member of said Agency.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

26

Case #

13822
16736

JACK MAJKUT

Levittown, N.Y. 11756 C: [REDACTED] [REDACTED]

Professional Summary

Twenty-nine years experience in the electrical industry of which the last ten has focused on the administration and management of programs, policies, and procedures. Currently serve as an integral part of the International Brotherhood of Electrical Workers IBEW Local 25 team. A professional with demonstrated administrative, supervisory, negotiating, arbitration, operation and presentation skills. Active member of IBEW Local 25 since October 1988. Forty-nine-year resident of Nassau County of which the last twenty-four have been in the Township of Hempstead and the previous twenty-five in the Township of Oyster Bay .

Experience

Business Representative 2009-Present

- Administer contracts for eleven bargaining units including, negotiations, grievance procedures, arbitrations in Nassau and Suffolk County.
- Work with IBEW 25 Membership Development Team to help educate open shop contractors to the benefit of being a signatory Local 25 contractor.
- Service Representative for Inside Construction unit, Testing and Maintenance unit, Maintenance unit, Macy's, Belmont Race Track (NYRA), and Nassau Veterans Memorial Coliseum(AEG).

IBEW 25 Executive Board 2007 – 2009

- Investigate all applications for membership
- Member of the Trial Board
- Hear all charges and try Members for any violations of the IBEW Constitution, Bylaws and working rules of the local union.

IBEW 25 Electrician 1988 – Present

Professional Affiliations

- Long Island Labor Advisory Council (LILAC)
- Seated Delegate for Long Island Federation of Labor AFL-CIO
- Seated Delegate for Nassau Suffolk Building Trades
- Nassau Board of Business Agents
- IBEW/NECA Market Research and Recovery Committee
- Elected and serving as a Delegate to IBEW Constitutional Convention since 2011

Education

- Graduate of the five-year National Joint Apprentice Training Committee Program 1995
- IBEW Leadership Training Program 2008
- National Labor College 2010
 - Organizing in the Construction Industry
 - Strategic Planning for Construction
- Harvard University 2012
 - Harvard Negotiation and Mediation Program 2012
- USDOL Prevailing Wage seminar 2011 and 2013
- Long Island Federation of Labor Leadership Training Program 2011
- Labor Arbitration Institute Seminar 2011 – 2016
- Blitman and King Labor Seminar 2011 - 2017

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution
and moved its adoption:

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

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

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

WHEREAS, by resolution numbers 1390-2012, 290-2013, 560-2013, 995-2013, 1454-2013, 303-2014, 861-2014, 1241-2014, 1676-201, 329-2015, 810-2015, 1214-2015, 48-2016, 977-2016, 1833-2016, 949-2017, and 12-2018 the Town Board extended this waiver for replacement of birth certificates, death certificates, marriage licenses and/or passports which were lost or damaged by the effects of Hurricane Sandy through June 30, 2018; and

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

NOW, THEREFORE, BE IT

RESOLVED, that the fee waiver period set forth in resolution no. 1320-2012 is extended to June 30, 2018; and be it further

RESOLVED, that this resolution shall take effect immediately.

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

AYES:

NOES:

Item #

27

Case #

25252

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution
and moved its adoption as follows:

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

WHEREAS, by resolution numbers 79-2013, 902-2013, 1211-
2013, 1455-2013, 305-2014, 863-2014, 1253-2014, 1674-2014,
331-2015, 809-2015, 1213-2015, 50-2016, 976-2016, 1832-2016,
950-2017, and 13-2018 the Town Board temporarily suspended
enforcement of section 144-3.G of the Code of the Town of
Hempstead, structural work on buildings shall also be
permitted between the hours of 10 o'clock a.m. and six
o'clock p.m. on any Saturday or Sunday for a period up to
and including March 31, 2018; and

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

NOW, THEREFORE, BE IT

RESOLVED, that the temporary suspension of enforcement
of section 144-3.G of the Code of the Town of Hempstead is
hereby extended up to and including June 30, 2018.

The foregoing resolution was adopted upon roll call as
follows:

AYES:

NOES:

Item #

28

Case #

25252

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and
moved its adoption:

RESOLUTION EXTENDING TEMPORARY PERIOD FOR
WAIVER OF ALL BUILDING DEPARTMENT AND
BOARD OF APPEALS FEES IN CONNECTION WITH
APPLICATIONS TO REPAIR OR REPLACE
DWELLINGS DAMAGED OR DESTROYED BY THE
EFFECTS OF HURRICANE SANDY, AND EXPANDING
UPON RELIEF AFFORDED TO HURRICANE SANDY
VICTIMS

WHEREAS, on November 27, 2012, the Town Board adopted resolution no. 1342-2012, directing the Building Department and Board of Appeals to waive all application and permit fees, and all associated fees, in relation to applications for repair or replacement of dwellings that were damaged or destroyed by the effects of Hurricane Sandy, except that this waiver applies only if the initial building permit application is filed on or before March 1, 2013; and

WHEREAS, by Resolution numbers 152-2013, 559-2013, 995-2013, 1454-2013, 304-2014, 862-3014, 1252-2014, 1675-2014 330-2015, 808-2015, 1212-2015, 49-2016, 975-2016 1831-2016, 948-2017, and 11-208 the Town Board extended this waiver to cover all initial building permits filed on or before March 31, 2018; and

WHEREAS, it is in the public interest for the Town Board to extend the period of the waiver, and take further steps affording relief to residents experiencing displacement and related hardship due to Hurricane Sandy;

NOW, THEREFORE, BE IT

RESOLVED, that effective immediately upon the adoption of this resolution, Town Board resolution no. 1342-2012 is amended insofar as to extend the filing deadline for fee waivers as set forth therein from March 31, 2018 to and including June 30, 2018; and be it further

RESOLVED, that notwithstanding the provisions of any applicable law to the contrary, residents of single and two-family dwellings being repaired or replaced due to the effects of Hurricane Sandy shall be entitled to utilize and store on the same plot or on a contiguous parcel, a storage pod or pods, and/or a private trailer or house car, and there shall be no fee for such use or storage, except that this dispensation shall expire on June 30, 2018.

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

AYES:

NOES:

Item # 29

Case # 25252

Case No.

Resolution No.

Adopted:

RESOLUTION AMENDING THE RESOLUTION NO.
15-2018 CONCERNING THE APPOINTMENT OF
MARRIAGE OFFICERS

offered the following resolution and moved its adoption:

WHEREAS, Resolution No. 15-2018, adopted on January 9, 2018
appointed various marriage officers for the Town of Hempstead for a term
to expire on December 31, 2019,

WHEREAS, in order to better serve the public it is necessary to add an
additional marriage officer,

NOW, THEREFORE, BE IT

RESOLVED, that the Resolution No. 15-2018 is hereby amended to
add Councilman Anthony P D'Esposito as an additional marriage officer and
BE IT FURTHER

RESOLVED, that the Resolution No. 15-2018 shall remain in all other
respects in full force and effect.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 31

Case # 13642

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION RESCINDING RESOLUTION#: 1638-2017 AND
AWARDING PURCHASE CONTRACT#: 30-2018 TO
FORTE PAYMENT SYSTEMS

WHEREAS, the Purchasing Division advertised for bids from firms able to meet the Town's yearly requirements for: Electronic Payment Processing; and

WHEREAS, the following five (5) bids were received and opened on March 2, 2018:

<u>Name & Address of Proposers</u>	<u>Annual Fee Amount</u>
1) ETS Electronic TransAction Sys. 619 Franklin Avenue Berlin, MD 21811	a) Convenience Fee: 2.50%, (\$1.00 Min.) ACH: N/A Capital Cost: \$0.00 b) Absorbed Fee: .15% and \$.10/Trans. ACH: N/A c) Fee Schedule Itemized Per Transaction
2) Newtek Merchant Solutions 1981 Marcus Avenue, STE: #130 New Hyde Park, NY 11042	a) Convenience Fee: 2.50%, (\$1.00 Min.) ACH: \$1.50 Capital Cost: \$0.00/year b) Absorbed Fee: .10% and \$.05/Trans. ACH: \$1.25 c) Fee Schedule Itemized Per Transaction
3) Focus Merchant Services 1981 Marcus Avenue, STE: #130 New Hyde Park, NY 11042	a) Convenience Fee: 2.55%, (\$1.00 Min.) ACH: N/A Capital Cost: \$18,630.00/year b) Absorbed Fee: N/A ACH: \$2.95 c) Fee Schedule Itemized Per Transaction
4) J.P. Morgan 1981 Marcus Avenue, STE: #130 New Hyde Park, NY 11042	a) Convenience Fee: 2.50% ACH: \$1.00 Capital Cost: \$44,100.00 (TOH Obligation) b) Absorbed Fee: \$.35-\$.45/Trans. ACH: \$1.00 c) Fee Schedule Itemized Per Transaction
5) Forte Payment Systems 500 W. Bethany Drive, Suite 200 Allen, TX 75013	a) Convenience Fee: 2.50% ACH: \$1.50 Capital Cost: \$27,027.00 (TOH Obligation) b) Absorbed Fee: \$.06+.12%/Trans. ACH: \$.20 c) Fee Schedule Itemized Per Transaction

Item # 32
Case # 6085

WHEREAS, Forte Payment Systems, 500 W. Bethany Drive, Suite 200, Allen, TX 75013 is the company deemed to be responsible and awarded this contract; and

WHEREAS, based on the foregoing, the Town Comptroller recommends that the award of this contract to Forte Payment Systems is in the best interest of the residents of the Town of Hempstead;

NOW, THEREFORE, BE IT

RESOLVED, that Resolution 1638-2017 be and hereby is rescinded; and

BE IT FURTHER RESOLVED, that Purchase Contract#: 30-2018 be awarded to Forte Payment Systems, 500 W. Bethany Drive, Suite 200, Allen, TX 75013 as the responsible bidder; and

BE IT FURTHER RESOLVED, that the Town Comptroller, be and he is hereby authorized, to enter into a contract with Forte Payment Systems, 500 W. Bethany Drive, Suite 200, Allen, TX 75013 for the services described within Purchase Contract#: 30-2018, the yearly requirements for: Electronic Payment Processing, and

BE IT FURTHER RESOLVED, that monies due and owing to the Town (department designated revenue exclusively) in conjunction with this contract are to be deposited within the appropriate department designated revenue accounts.

The foregoing was adopted upon roll call as follows:

AYES: ()

NOES: ()

* * * * *

PAYMENT PROCESSING AGREEMENT

This Payment Processing Agreement ("Agreement"), including all applicable appendices and addendums hereto, is entered into as of _____, 20__ (the "Effective Date") by and between Forte Payment Systems, Inc. ("FORTE" or "Party") a California corporation and Town of Hempstead "AGENCY" or "Party").

FORTE and its affiliates provide payment processing and related services including but not limited to Automated Clearing House ("ACH"), Credit and Debit Card processing, account verification and customer identification (collectively and individually, as applicable, the "Services") to AGENCY who provides services to, or otherwise has a business relationship with, individuals and other entities ("Constituents").

1. GENERAL

The Agreement shall consist of these terms and conditions, each of the Appendices attached hereto if applicable, and all modifications and amendments thereto. Under the terms of the Agreement, AGENCY will be furnished with the products and services described in the Agreement and attached Appendices, which are selected by Agency and approved by FORTE. For any terms herein that are specifically applicable to any particular product or service offered by FORTE, only the terms and conditions that apply to the specific Service(s) requested by Agency at any given time shall apply.

2. USAGE

2.1 Subject to the terms and conditions of this Agreement, FORTE hereby grants to AGENCY a non-exclusive and non-transferable license to access and use FORTE's products and services contracted for and AGENCY hereby accepts such license and agrees to utilize and access the Services in accordance with the practices and procedures established by FORTE. AGENCY may use the Services (a) for its own internal business purposes and operations, and/or (b) as a service provided to its Constituents, unless otherwise notified by FORTE. No license or right to use, reproduce, translate, rearrange, modify, enhance, display, sell, lease, sublicense or otherwise distribute, transfer or dispose of any of FORTE's Proprietary Property, as defined in Section 3 below, in whole or in part, is granted except as expressly provided by this Agreement. Neither AGENCY nor any of its affiliates shall reverse engineer, decompile or disassemble the Proprietary Property. Additionally, nothing in this Agreement shall be construed to provide AGENCY with a license of any third-party proprietary information or property.

2.2 AGENCY shall ensure that its Users comply with all applicable requirements of this Agreement. AGENCY is responsible for protecting the confidentiality of any and all passwords and credentials provided to AGENCY by FORTE for the purpose of utilizing the Services or other forms of access to AGENCY's accounts with FORTE. AGENCY is responsible for the security of its systems, locations and equipment used in processing transactions under this Agreement and for developing security procedures and training its employees on the procedures. AGENCY expressly assumes responsibility for the acts or omissions of all Users on its account(s) with FORTE, and for User access to FORTE's systems either directly or through software.

3. OWNERSHIP

All computer programs, trademarks, service marks, patents, copyrights, trade secrets, know-how, and other proprietary rights in or related to FORTE's products and services (the "Proprietary Property"), are and will remain the sole and exclusive property of FORTE, whether or not specifically recognized or perfected under applicable law. FORTE shall own all rights, title and interest, including all intellectual property rights, in and to any improvements to the existing FORTE products or services and/or any new programs, upgrades, modifications or enhancements developed by FORTE in connection with rendering any services to AGENCY (or any of its affiliates), even when refinements and improvements result from AGENCY's request. To the extent, if any, that ownership in such refinements and improvements does not automatically vest in FORTE by virtue of this Agreement or otherwise, AGENCY hereby expressly transfers and assigns (and, if applicable, shall cause its affiliates to transfer and assign) to FORTE all rights, title, and interest which AGENCY or any of its affiliates

may have in and to such refinements and improvements. All reference to any of FORTE's service marks, trademarks, patents or copyrights, or those of FORTE's partners or vendors, shall be made in compliance with the requirements, including periodic updates thereto, as provided at <http://www.forte.net/trademark>.

4. CONFIDENTIALITY

The Parties acknowledge that, by virtue of this Agreement, each has been and will continue to be entrusted with certain Confidential Information (as defined in Appendix A) pertaining to the other's business, including but not limited to proprietary information developed by, acquired by, or licensed to each Party. Each Party agrees that, except to the extent and in the manner necessary to perform its duties hereunder, it will not disclose to others or use for its own benefit any Confidential Information of the other Party and it will hold all Proprietary Property as defined herein confidential in perpetuity.

Additionally, in the course of providing and receiving the Services, each Party acknowledges that it may receive or have access to information which can be used to identify an individual consumer (including, without limitation, names, signatures, addresses, telephone numbers, e-mail addresses, payment history, and other unique identifiers) ("Personal Information"). As such, each Party shall: (i) keep all Personal Information in strict confidence, with the degree of care necessary to avoid unauthorized access, use or disclosure; (ii) use Personal Information solely and exclusively for the purposes provided in this Agreement; (iii) implement administrative, physical and technical safeguards to protect Personal Information that are at least as rigorous as accepted industry practices; (iv) as applicable, have in place a program that complies with applicable legal requirements regarding Personal Information.

Except with respect to Personal Information, this section will not apply to Confidential Information that (i) was already available to the public at the time of disclosure, (ii) becomes generally known to the public after disclosure to the other party, through no fault of the other party, (iii) is disclosed under force of law, governmental regulation or court order, (iv) is required to be disclosed by a banking partner, an Acquirer or an applicable Payment Association.

Each Party shall be responsible for any and all actual damages resulting directly from that Party's failure to secure such personal information.

5. TERM AND TERMINATION

5.1 Term. This Agreement shall have an initial term of three (3) years. Thereafter, this Agreement will automatically renew for additional one (1) year terms unless either Party provides thirty (30) days' prior written notice of termination to the other Party.

5.2 INTENTIONALLY DELETED.

5.3 Termination. In the event of a material breach of this Agreement by one Party and failure to cure within thirty (30) days of receipt of written notice of the breach, the other Party may terminate immediately by providing written notice of termination. Additionally, FORTE may immediately terminate this Agreement without prior notice in the event that (i) there is a material adverse change to AGENCY or its financial condition; or (ii) AGENCY experiences excessive chargebacks; or (iii) AGENCY experiences an actual or suspected data security breach; or (iv) AGENCY violates any applicable Law, Rule or Regulation; or (v) if FORTE is instructed to terminate by Financial Institution, Acquirer or Payment Association.

Notwithstanding 5.1 above, in the event Forte's programming or other services cannot interface with Agency's existing programming infrastructure, Agency may terminate this agreement by providing FORTE with written notice of intent to terminate and thirty (30) days to cure.

6. TRANSACTION PROCESSING

6.1 **Accepting Transactions.** FORTE shall process Credit Card, Debit Card and ACH Transactions on the AGENCY's behalf on a 24-hour basis. Transactions which are received before the daily designated cut-off time will be originated for settlement through the corresponding Payment Network. Transactions which are received

after the designated cut-off time will be included in the next business day's settlement processing.

6.1.1 **Sale Transactions.** If a Transaction is sent to FORTE as a sale of goods or services, it will automatically be captured for settlement in time for the next designated cut-off time.

6.1.2 **Auth/Capture Transactions.** If a Transaction is sent to FORTE for authorization only or for delayed processing, then it will be the responsibility of AGENCY to submit a corresponding "capture" Transaction within 48 hours of the authorization in order to complete the Transaction process for settlement. Transactions which are not captured within 48 hours of Authorization are untimely and may be rejected by FORTE.

6.2 **Transaction Format.** FORTE is responsible only for processing Transactions which are received and approved by FORTE in the proper format, as established by FORTE.

6.2.1 **Card Not Present Transactions.** For card-based transactions in which the card is not present, AGENCY must obtain and include as part of the authorization request the 3 or 4 digit Validation Code and cardholder's billing address information.

6.3 **AGENCY Account.** In order to provide transaction processing services, FORTE may need to establish one or more service accounts on AGENCY's behalf or require AGENCY to establish a service account with a third party provider sub-contracting with FORTE.

6.4 **Limited-Acceptance Agency.** If appropriately indicated on AGENCY's application attached hereto, AGENCY may be a Limited-Acceptance Agency, which means that AGENCY has elected to accept only certain Visa and MasterCard card types (i.e., consumer credit, consumer debit, and commercial cards) and must display appropriate signage to indicate the same. FORTE and its associated credit card acquirer have no obligation other than those expressly provided under the Payment Association Operating Regulations and applicable law as they may relate to limited acceptance. AGENCY, and not FORTE or Acquirer, will be solely responsible for the implementation of its decision for limited acceptance, including but not limited to policing the card type(s) accepted at the point of sale.

6.5 **Bona Fide Sales.** AGENCY shall only complete sales transactions produced as the direct result of bona fide sales made by AGENCY to cardholders, and is expressly prohibited from processing, factoring, laundering, offering, and/or presenting sales transactions which are produced as a result of sales made by any person or entity other than AGENCY, or for purposes related to financing terrorist activities.

6.6 **Setting Limits on Transaction Amount.** AGENCY may set a minimum transaction amount to accept a card that provides access to a credit account, under the following conditions: i) the minimum transaction amount does not differentiate between card issuers; ii) the minimum transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand; and iii) the minimum transaction amount does not exceed ten dollars (or any higher amount established by the Federal Reserve). AGENCY may set a maximum transaction amount to accept a card that provides access to a credit account, under the following conditions: AGENCY is a i) department, agency or instrumentality of the U.S. government; ii) corporation owned or controlled by the U.S. government; or iii) agency whose primary business is reflected by one of the following MCCs: 8220, 8244, 8249 -Schools, Trade or Vocational; and the maximum transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand.

6.7 **Modifying Transactions.** AGENCY shall regularly and promptly review all Transactions and shall immediately notify FORTE upon discovery of any and all discrepancies between the records of AGENCY compared with those provided by FORTE or AGENCY's bank; or with respect to any Transaction that AGENCY believes was made erroneously or without proper authorization. At AGENCY's request, FORTE will make commercially reasonable efforts to reverse, modify, void or delete a Transaction after it has been submitted for settlement. All requests must be made in writing (electronic mail will be deemed as "in writing" for these purposes), signed or sent by an individual pre-authorized by AGENCY to make such requests, and delivered to FORTE. AGENCY agrees that FORTE will not be held responsible for any losses, directly or indirectly, incurred by AGENCY or other third parties as a result of FORTE's failure to accomplish the request before the Transaction has been processed through the applicable Payment Network.

6.8 **Delay or Rejection of Transactions.** FORTE may delay or reject any Transaction without prior notification to AGENCY which is improperly formatted, is untimely, is missing information, which may cause it to downgrade or if FORTE has reason to believe such Transaction is fraudulent or improperly authorized or for

any reason permitted or required under the Rules or Regulations. FORTE shall have no liability to AGENCY by reason of the rejection of any such Transaction.

6.9 **Returned Items.** FORTE shall make available to AGENCY details related to the receipt of any Transaction that is returned unpaid or Transaction which is charged back and shall credit or charge such returned item to AGENCY's Settlement Account.

6.10 **Chargebacks.** AGENCY acknowledges and agrees that it is bound by the Rules and Regulations of the Payment Associations with respect to any Chargeback. AGENCY understands that obtaining an authorization for any sale shall not constitute a guarantee of payment, and such sales can be returned or charged back to AGENCY like any other item hereunder. In the event a Transaction is charged back, for any reason, the amount of such Transaction will be deducted from AGENCY's designated Settlement Account or any payment due to AGENCY.

6.11 **Excessive Chargebacks.** Using limits established by Associations as a standard for review, FORTE reserves the right to suspend and/or terminate AGENCY's access to the Services should AGENCY's chargeback ratio exceed allowable limits in any given period. FORTE will make reasonable efforts to provide AGENCY with notice and a time to cure its excessive chargebacks prior to suspending or terminating AGENCY's access to the Services. AGENCY acknowledges and expressly authorizes FORTE, in compliance with Payment Association Rules and Regulations, to provide to the Payment Associations and applicable regulatory bodies, AGENCY's name and contact information as well as transaction details should AGENCY's chargeback ratio exceed the allowable limits in any given period.

6.12 **Resubmitting Transactions.** AGENCY shall not re-submit any Transaction unless it is returned as (i) Insufficient funds (R01); or (ii) Uncollected funds (R09); or unless a new authorization is obtained from Constituent.

6.13 **Settlement.** Settlement of AGENCY's funds for Transactions, less any Chargebacks or Returns, to AGENCY's designated Settlement Account will occur within 72 hours of origination excluding weekends and US federal banking holidays. Settlement of Transactions will occur via electronic funds transfer over the ACH Network. Upon receipt of Agency's sales data for card transactions through FORTE's Services, Acquirer will process AGENCY's sales data to facilitate the funds transfer between the various Payment Associations and AGENCY. After Acquirer receives credit for such sales data, Acquirer will fund AGENCY, either directly to the AGENCY-Owned Designated Account or through FORTE to an account designated by FORTE ("FORTE Designated Account"), at Acquirer's sole option, for such card transactions. AGENCY agrees that the deposit of funds to the FORTE Designated Account shall discharge Acquirer of its settlement obligation to AGENCY, and that any dispute regarding the receipt or amount of settlement shall be between FORTE and AGENCY. Acquirer will debit the FORTE Designated Account for funds owed to Acquirer as a result of the Services provided hereunder, unless an Agency-owned account is otherwise designated by AGENCY. Further, if a cardholder disputes a Transaction, if a Transaction is charged back for any reason, or if FORTE or Acquirer reasonably believe a Transaction is unauthorized or otherwise unacceptable, the amount of such Transaction may be charged back and debited from AGENCY if settled to an Agency-owned account or debited from the FORTE Designated Account if settled to that account.

6.14 **Provisional and Final Payment.** AGENCY, AGENCY's third party senders (if applicable), and/or AGENCY's agent(s) understand and agree that Entries may be transmitted through the ACH Network, that payment of an Entry by the RDFI to the Receiver is provisional until receipt by the RDFI of final settlement for such Entry, and that if such settlement is not received, then the RDFI will be entitled to a refund from the Receiver of the amount credited and AGENCY will not be deemed to have paid the Receiver the amount of the Entry. The rights and obligations of AGENCY concerning the Entry are governed by and construed in accordance with the laws of the state in which the processing ODFI is located, unless AGENCY and FORTE have agreed that the laws of another jurisdiction govern their rights and obligations.

6.15 **Reporting.** FORTE will make daily origination and deposit reports available to AGENCY on a 24/7 basis through the Internet-based FORTE platform.

7. TRANSACTION AUTHORIZATION

7.1 **Constituent Authorization.** AGENCY shall obtain authorization from Constituent prior to requesting a Transaction to or from Constituent's account.

7.2 **Retention.** AGENCY shall retain proof of Constituent's authorization for a period of not less than two (2) years for standard Transactions and for a period of five (5) years for health-related Transactions from the authorization date or revocation of authorization date and shall provide such proof of authorization to FORTE upon request within five (5) business days of the request.

7.3 **Revoked Authorization.** AGENCY shall cease initiating Transactions to or from a Constituent's account immediately upon receipt of any actual or constructive notice of that Constituent's termination or revocation of authorization. AGENCY may re-initiate Transactions to or from a Constituent's account only upon receiving new authorization from the Constituent.

8. AGENCY PROHIBITIONS

AGENCY must not i) require a cardholder to complete a postcard or similar device that includes the cardholder's account number, card expiration date, signature, or any other card account data in plain view when mailed, ii) add any tax to Transactions, unless applicable law expressly requires that AGENCY impose a tax (any tax amount, if allowed, must be included in the Transaction amount and not collected separately), iii) request or use an account number for any purpose other than as payment for its goods or services, iv) disburse funds in the form of travelers checks if the sole purpose is to allow the cardholder to make a cash purchase of goods or services from AGENCY, v) disburse funds in the form of cash unless AGENCY is dispensing funds in the form of travelers checks, TravelMoney cards, or foreign currency (in such case, the Transaction amount is limited to the value of the travelers checks, TravelMoney cards, or foreign currency, plus any commission or fee charged by AGENCY), or AGENCY is participating in a cash back service, vi) submit any Transaction receipt for a Transaction that was previously charged back to the Acquirer and subsequently returned to AGENCY, irrespective of cardholder approval, vii) accept a Visa consumer credit card or commercial Visa product issued by a U.S. issuer to collect or refinance an existing debt that has been deemed uncollectable by AGENCY, or ix) submit a Transaction that represents collection of a dishonored check. AGENCY further agrees that, under no circumstance, will AGENCY store cardholder data in violation of the Laws or the operating regulations of any Payment Association including but not limited to the storage of track-2 data. Neither AGENCY nor its agent shall retain or store magnetic-stripe data subsequent to the authorization of a sales Transaction.

9. AUTHORIZATION

9.1 **ACH Authorization.** AGENCY authorizes FORTE to electronically debit and credit AGENCY's designated bank account(s) for any amounts owed to or by AGENCY in accordance with the terms of this Agreement.

9.2 **Third Party Service Provider.** If AGENCY uses the Services through or in conjunction with a third party service provider that is not a party to this Agreement, AGENCY authorizes FORTE to provide _____ ("Partner") with its FORTE merchant account information and credentials. If applicable, AGENCY authorizes Partner to originate Transactions and receive the corresponding results on its behalf.

10. CONSTITUENT DISPUTES

All disputes between AGENCY and its Constituent (s) relating to any Transaction processed under this Agreement will be settled by and between AGENCY and Constituent. AGENCY agrees that FORTE bears no responsibility or involvement in any such dispute except in the case of a dispute based upon the negligence or the failure to do or failure not to do an act by Forte, in which case Forte shall participate in any proceeding or complaint resolution request brought in conjunction therewith.

11. COMPLIANCE WITH LAWS, RULES AND REGULATIONS

In performing its duties under this Agreement, each Party agrees to comply with all applicable Rules, Regulations and Laws, including but not limited to all confidentiality and security requirements of the USA Patriot Act (or similar law, rule or regulation), all Rules of any applicable Payment Associations, all requirements under the Payment Card Industry Data Security Standard (or similar applicable data security law, rule or regulation) including but not limited to the VISA Cardholder Information Security Program, the MasterCard Site Data

Protection Program, and any other program or requirement that may be published and/or mandated by the Associations. Each Party agrees to cooperate and provide information reasonably requested by the other to facilitate its compliance with any applicable Law, Rule or Regulation. Additionally, should a Payment Association or regulatory body impose a fee or fine on AGENCY for any violation of the Rules or Laws by AGENCY, such fee or fine may be charged to FORTE as a pass-through to AGENCY. If any such fee or fine is charged to FORTE, AGENCY shall reimburse FORTE for any such fees or fines.

12. PRICING AND PAYMENT

12.1 FORTE will provide the Services in accordance with the Pricing Fee Schedule(s) attached hereto or any amendments thereto. Pricing schedules which utilize an Absorbed Fee Model will be billed to the AGENCY monthly in arrears and will automatically be debited from AGENCY's designated account via ACH Debit. Pricing schedules which utilize a Service Fee Model will result in a processing fee being charged to the Constituent in the form of a non-refundable service fee which is either (i) added to; or (ii) charged as a separate transaction to the Constituent at the time of payment.

12.2 Pricing schedules which utilize a flat service fee model are calculated based on historical or estimated transactional amount activity by AGENCY. In the event that experiential transaction activity varies significantly from the historical or estimated amounts, FORTE shall have the right to adjust the service fee in accordance to the experiential transaction activity.

12.3 FORTE's pricing is subject to the underlying fees established by the Payment Associations and its service providers. As such, in the event FORTE experiences an increase in cost for any processing services utilized by AGENCY during any term of this Agreement, FORTE will pass through the increases with no additional markup to AGENCY. FORTE will provide AGENCY a minimum of thirty (30) days' notice of any change or adjustment in fees.

13. LIMITS OF LIABILITY

13.1 Neither Party shall be liable to the other Party or to any third party for any special, consequential, incidental or punitive damages of any kind or nature incurred in relation to this Agreement. The amount of damages recoverable by either Party from the other will not exceed that Party's actual, direct damages and will be limited to the amount of the average monthly fees and charges paid by AGENCY for the Service for the immediate three (3) month period prior to the event giving rise to the applicable claim. Neither Party will be liable for failure to perform any of its obligations under this Agreement if such performance would result in it being in breach of any Law, Rule or requirement of any governmental authority. The provisions of this section will survive the termination of this Agreement.

13.2 FORTE shall not be held responsible for errors, acts or failures to act of others, including, and among other entities, banks, other processors, communications carriers or clearing houses through which Transactions may be originated or through which FORTE may receive or transmit information, and no such entity shall be deemed an agent of FORTE.

14. REPRESENTATIONS AND WARRANTIES.

14.1 **FORTE's Representations and Warranties.** FORTE makes no representations or warranties concerning its services except as may be specifically authorized, in writing, or set out herein.

14.1.1 FORTE hereby warrants that its software solutions and services will perform in accordance with their published specifications in all material respects.

14.1.2 FORTE further warrants that in performing its obligations hereunder, it shall exercise due care and reasonable efforts to ensure that information originated by AGENCY is transmitted accurately.

14.2 **AGENCY's Representations and Warranties.** AGENCY represents and warrants to FORTE that:

14.2.1 If applicable, with respect to all Transactions originated by FORTE on behalf of AGENCY that (i) each Transaction in all respects has been properly authorized by Receiver; (ii) each Transaction is for an amount agreed to by the Receiver and; (iii) AGENCY shall provide proof of authorization in compliance with applicable Rules for any Transaction to FORTE upon request within five (5) Business Banking Days.

14.2.2 AGENCY agrees to adhere to the warranties within the applicable Rules for each Transaction FORTE processes on AGENCY's behalf.

14.3 Mutual Representations and Warranties. Each Party represents and warrants to the other that:

14.3.1 The execution of this Agreement does not violate any applicable international, federal, state, or local law, Payment Network rule or contract to which such Party is subject.

14.3.2 There are no actions, suits or proceedings existing or pending against or affecting it before any judicial or regulatory authority which would have a material adverse effect on its ability to perform its obligations hereunder.

14.3.3 When executed and delivered, this Agreement will constitute a legal, valid, and binding obligation, enforceable in accordance with its terms.

15. FORTE SERVICE POLICY.

FORTE makes no representations or warranties concerning its services except as may be specifically authorized, in writing, or set out herein. AGENCY acknowledges and understands that FORTE does not warrant that the Services will be uninterrupted or error free and that FORTE may occasionally experience delays or outages due to disruptions that are not within FORTE's control. Any such interruption shall not be considered a breach of the Agreement by FORTE. FORTE shall use its best efforts to remedy any such interruption in service as quickly as possible.

16. FORCE MAJEURE

Neither Party shall be liable for, or be considered in breach of or default under the Agreement on account of any delay or failure to perform its obligations hereunder as a result of any causes or conditions that are beyond such Party's reasonable control and that such Party is unable to overcome through the exercise of commercially reasonable diligence. If any force majeure event occurs, the affected Party shall give prompt written notice to the other Party and shall use all commercially reasonable efforts to minimize the impact of the event.

17. ASSIGNMENT

The rights granted under this Agreement shall not be assigned by either Party without the prior written consent of the other Party, which shall not be unreasonably withheld.

18. CHOICE OF LAW

This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York. Agency hereby agrees that claims applicable to American Express may be resolved through arbitration as further described in the American Express Merchant Operating Guide, see Appendix C, Section 4 herein.

19. AMENDMENT

Except as otherwise provided for herein, the terms and conditions of this Agreement shall not be modified or amended except in writing, signed by the parties hereto and specifically referring to this Agreement.

20. PUBLICITY

Neither Party shall use the other Party's name, logo or service marks in conjunction with a press release or advertisement without first obtaining written approval.

21. NOTICE

Any notice required to be given by either Party hereunder, shall be in writing and delivered personally to the other designated Party, or sent by any commercially reasonable means of receipted delivery, addressed, to that Party at the address most recently provided in writing. Either Party may change the address to which notice is to be sent by written notice to the other under any provision of this paragraph.

Notices to FORTE:

Forte Payment Systems, Inc.

500 W. Bethany Drive
Suite #200
Allen, TX 75013
Attn: General Counsel

Notices to AGENCY:

Town of Hempstead-
Office of the Town Attorney
1 Washington Street
Hempstead, NY 11550

22. HEADINGS

The headings contained in this Agreement are for convenience of reference only and shall not affect the meaning of any provision of this Agreement.

23. SEVERABILITY

Should any term, clause or provision herein be found invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be construed to most closely reflect the original intent of the parties.

24. ENTIRE AGREEMENT; WAIVER; COUNTERPARTS

This Agreement constitute the entire understanding of the Parties, and revoke and supersede all prior agreements between the Parties and are intended as a final expression of their agreement. Either Party's waiver of any breach of any provision of this Agreement shall not be deemed a waiver of any subsequent breach of same or other provision. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by their respective organizations, have executed this Agreement as of the date set forth below.

FORTE:
By: _____
Name: _____
Title: _____

AGENCY:
By: _____
Name: _____
Title: _____

APPENDIX A DEFINITIONS

ACH Network – Automated Clearing House Network is a batch processing, store-and-forward system that accumulates and distributes ACH transactions that are received from ODFI (defined below) and are forwarded to the specified RDFI (defined below) according to the specific schedules established by the participants.

Acquirer – A sponsoring financial institution or payment processor that enters into an agreement which enables merchants or their Agent(s) to submit Transactions to a payment network.

Affiliate – A business entity effectively controlling or controlled by another or associated with others under common ownership or control.

Agent Any director, officer, employee, representative, affiliate, third-party vendor or any other person acting on behalf of the Merchant with the actual, implied or apparent authority of Merchant.

Business Banking Day – Monday through Friday excluding banking holidays.

Chargeback – A Transaction that is rejected by the owner of the account debited or charged because a dispute exists between the Originator of the Transaction (typically a Merchant) and the account owner.

Confidential Information - Confidential Information may include information regarding all of the computer software and technologies, systems, structures, architectures, processes, formulae, compositions, improvements, devices, know-how, inventions, discoveries, concepts, ideas, designs, methods, and information and databases developed, acquired, owned, produced or practiced at any time by a Party or any affiliate thereof, including software programs and documentation licensed by third parties to the disclosing Party, any business or financial information directly or indirectly related to the

disclosing Party's company(s) or investments or its internal administrative, billing and accounting systems, customer and vendor lists and information, employee personnel information and policies and procedures, information regarding the disclosing Party's products and services that is not generally available to the public.

Credit Entry (or "Entry") – An ACH/EFT Transaction that is intended to deposit funds into a Receiver's (defined below) account which has been withdrawn from Merchant's Settlement Account (defined below).

Debit Entry (or "Entry") – An ACH/EFT Transaction that is intended to withdraw funds from a Receiver's account for deposit into Merchant's Settlement Account (defined below).

Laws – All international, national, regional and local regulations or laws which are applicable to the services provided herein.

NACHA – National Automated Clearing House Association responsible for establishing, revising and enforcing the Operating Rules for the US ACH Network.

ODFI – Originating Depository Financial Institution is the financial institution that receives ACH Transactions from Merchant through FORTE and then forwards these Transactions (defined below) to the ACH Network.

Originator – A Merchant who has contracted with FORTE to initiate ACH entries, on their behalf, to the ACH Network.

Payment Association – Any entity governing a payment network, including but not limited to VISA, M/C, Discover, American Express, NACHA, CPA.

PCI-DSS – System security measures established by the various credit card companies, known as the Payment Card Industry Data

Security Standards.

RDFI – Receiving Depository Financial Institution is the financial institution that receives the ACH Transactions from the ODFI through the ACH Network and posts these Transactions to the accounts of Receivers (defined below).

Receiver – An entity or individual consumer that has an established account with a card issuer or financial institution upon which a Transaction is or may be acted upon.

Reserve – A specific amount of money that is held in your Merchant account to be used by FORTE to offset amounts owed to FORTE for Services provided, such as returned items, chargebacks, fees/fines, billing or other Merchant obligations to FORTE that FORTE is unable to collect from Merchant.

Returned Entries – Any Transaction that is not able to be completed successfully and is returned/rejected back to the Originator.

Rules – The operational rules, policies and procedures established by each applicable Payment Association to govern all transactions and parties that participate in the associated

payment network.

Settlement Account – An account established and maintained by Merchant with a financial institution through which the following may occur: (a) deposit of funds for Debit Entries, (b) the extractions of funds for Credit Entries, reserve funds or fee obligations unless otherwise agreed to by the parties.

Settlement Entry – A Debit or Credit Entry to Merchant's Settlement Account which corresponds to the net amount owed Merchant by FORTE at the end of each Business Banking Day.

Transactions – Any transfer of data or information to FORTE in a format pre-approved by FORTE, including but not limited to payment, verification and authentication items.

Users - All individuals who access a FORTE website or utilize any portion of the FORTE Services on behalf of Merchant directly or through software that accesses the FORTE systems through Merchant's systems, by using Merchant's access credentials or any other access reasonably presumed to be on behalf of Merchant.

APPENDIX B
ACCOUNT VERIFICATION AND AUTHENTICATION SERVICES

1. Representation by Agency. Each request for data through the verification and authentication services shall constitute a representation, warranty and certification by Agency that the data (i) shall be used and disclosed only in accordance with the terms of the Agreement, and in accordance with any applicable Rules or Laws; and (ii) shall be used solely for the intended use as stated by Agency on the application and that use is in compliance with the permissible uses under the Fair Credit Reporting Act ("FCRA") as provided in the FCRA Requirements Addendum located at <http://www.forte.net/fair-credit-reporting-act>; (iii) Agency will follow proper procedures for adverse action notification to its Constituents, as provided by the FCRA Requirements Addendum; and (iv) Agency acknowledges it has implemented security measures to prohibit the unauthorized access to the information provided.

2. Use of Services.

2.1 AGENCY SHALL USE THE VERIFICATION SERVICES ONLY IN CONNECTION WITH PAYMENTS PRESENTED TO AGENCY BY ITS CONSTITUENTS IN EXCHANGE FOR GOODS OR SERVICES. AGENCY SHALL NOT RESELL THE VERIFICATION DATA OR SERVICES TO ANY THIRD PARTIES.

2.2 Agency understands and agrees that it cannot decline services to a consumer or customer after receiving an approval result from FORTE on a verification inquiry unless Agency is declining based on other grounds and/or information. Further, if Agency does decline services to a FORTE approved consumer or customer based on alternate information, Agency shall not provide FORTE's contact information as recourse for the consumer to pursue a dispute of the result under FCRA Adverse Action requirements.

2.3 Agency shall provide to FORTE, as part of a verification inquiry, the accurate amount for each transaction Agency wants to verify.

3. Retention of Data. Agency acknowledges and agrees that it shall not retain, store, compile or aggregate the results of verification or authentication inquiries received from FORTE except as required by applicable law or to perform its obligations under this Agreement.

APPENDIX C
ACCOUNT UPDATER SERVICES

1. **Description of Services.** Participating Visa/MasterCard Issuers submit their account changes to the Account Updater Database. On a monthly basis, FORTE will compare all of AGENCY's recurring tokenized transactions against the Account Updater Database. FORTE will then update the tokenized card information on file with updated account information.
2. **Agency Requirements for Account Updater Participation.**
 - a. AGENCY must be properly established and registered in the United States.
 - b. AGENCY must not have been disqualified from participating in the Visa, MasterCard, American Express, or Discover programs.
 - c. AGENCY must be in compliance with all Card Association Operating Regulations.
 - d. AGENCY must submit inquiries only for those accounts with which the merchant has an ongoing customer relationship and customer's authority to submit such payments.
 - e. AGENCY may not request authorization on accounts that have returned "Contact Cardholder" or "Closed."
 - f. AGENCY must not submit inquiries on behalf of any other entity.
 - g. AGENCY assumes all risk associated with the use of the Account Updater Service. FORTE shall have no liability whatsoever to AGENCY for any liability associated with the Account Updater Service, including but not limited to the accuracy or completeness of the information provided via the Account Updater Service.

APPENDIX D
AMERICAN EXPRESS CARD ACCEPTANCE

1. Merchant hereby acknowledges and agrees that for purposes of acceptance of American Express, the American Express Merchant Operating Guide and any amendments thereto (the "Operating Guide") is hereby incorporated by reference into this Agreement and can be found at www.americanexpress.com/merchantopguide.

All capitalized terms found in this section shall have the attributed meaning from the Operating Guide.

2. Merchant hereby authorizes FORTE and/or Acquirer to submit American Express transactions to, and receive settlement from, American Express on behalf of Merchant. Merchant must accept the American Express card as payment for goods and services (other than those goods and services prohibited under the Operating Guide) sold, or (if applicable) for charitable contributions made, at all of its establishments, except as expressly permitted by applicable Law. Merchant is jointly and severally liable for the obligations of Merchant's establishments under the Agreement. For the avoidance of doubt, "cardholder" as used in this Agreement shall include Cardmembers as defined in the Operating Guide.

3. Merchant hereby acknowledges and agrees that (i) FORTE or Acquirer may disclose American Express Transaction Data (which for purposes of this section shall have the same definition as "Transaction Data" in the Operating Guide), Merchant Data (as defined below), and other information about Merchant to American Express, (ii) American Express may use such information to perform its responsibilities in connection with the American Express Program, promote the American Express Network, perform analytics and create reports, and for any other lawful business purpose, including marketing purposes, and (iii) American Express may use the information obtained in this application at the time of setup to screen and/or monitor Merchant in connection with American Express Card (the "Card") marketing and administrative purposes. If Merchant has provided a wireless phone number in connection with this Agreement, Merchant hereby agrees that it may be contacted at that number and the communications sent may include autodialed text messages or automated prerecorded calls. If Merchant has provided a fax number, Merchant hereby agrees that it may be sent fax communications. To opt out of American Express-related marketing communications, Merchant may contact FORTE customer service as described in this Agreement. For purposes of this section, "Merchant Data" means names, postal and email addresses, tax ID numbers, names and social security numbers of the authorized signer of Merchant and similar identifying information about Merchant. For clarification, Merchant Data does not include American Express Transaction Data.

4. Merchant will adhere to the following website information display guidelines in the event Merchant has a website and/or operates an e-commerce business. Merchant's website must display the following:

- An accurate description of the goods/services offered, including the currency type for the Transaction (e.g., U.S. Dollars). Note: Transaction currency must be in U.S. Dollars.
- Merchant's physical address in the U.S.
- An email address or telephone number for customer service disputes.
- Return/refund policy.
- A description of Merchant's delivery policy (e.g., no overnight delivery).
- A description of Merchant's security practices (e.g., information highlighting security practices Merchant uses to secure Transactions on its systems, including Transactions conducted on the Internet).
- A statement of known export restrictions, tariffs, and any other regulations.

- A privacy statement regarding the type of personal information collected and how the information is used. Additionally, Merchant must provide to customers the option to decline being included in marketing campaigns or having their personal information included on lists sold to third parties.

5. Merchant hereby agrees that, in the event that Merchant becomes a High Charge Volume Merchant (as defined below), Merchant will be converted from the American Express Program to a direct American Express Card acceptance relationship with American Express, and upon such conversion, (i) Merchant will be bound by American Express' then-current card acceptance agreement, and (ii) American Express will set pricing and other fees payable by Merchant for American Express Card acceptance. "High Charge Volume Merchant" for purposes of this section means an American Express Program Merchant with either (i) greater than \$1,000,000 in American Express charge volume in a rolling twelve (12) month period or (ii) greater than \$100,000 in American Express charge volume in any three (3) consecutive months. For clarification, if Merchant has multiple establishments, the American Express charge volume from all establishments shall be summed together when determining whether Merchant has exceeded the thresholds above.

6. Except as expressly permitted by applicable Law, Merchant must not: (a) indicate or imply that Merchant prefers, directly or indirectly, any Other Payment Products over the Card, (b) try to dissuade Cardmembers from using the Card, (c) criticize or mischaracterize the Card or any of American Express' services or programs, (d) try to persuade or prompt Cardmembers to use any Other Payment Products or any other method of payment (e.g., payment by check), (e) impose any restrictions, conditions, disadvantages, or fees when the Card is accepted that are not imposed equally on all other payment products, except for electronic funds transfer, cash or check, (f) suggest or require Cardmembers to waive their right to dispute any Transaction, (g) engage in activities that harm American Express' business or the American Express Brand (or both), (h) promote any Other Payment Products (except, if applicable, Merchant's own private label card that it issues for use solely at its Establishments) more actively than Merchant promotes the Card, or (i) convert the currency of the original sale Transaction to another currency when requesting Authorization or submitting Transactions (or both).

7. Merchant may offer discounts or in-kind incentives from its regular prices for payments in cash, ACH funds transfer, check, debit card, or credit/charge card, provided that (to the extent required by applicable Law): (i) Merchant clearly and conspicuously discloses the terms of the discount or in-kind incentive to its customers, (ii) the discount or in-kind incentive is offered to all of Merchant's prospective customers, and (iii) the discount or in-kind incentive does not differentiate on the basis of the Issuer or, except as expressly permitted by applicable state statute, payment card network (e.g., Visa, MasterCard, Discover, JCB, American Express). The offering of discounts or in-kind incentives in compliance with the terms of this paragraph will not constitute a violation of the provisions set forth Section 3.2 of the Operating Guide.

8. Whenever payment methods are communicated to customers, or when customers ask what payments are accepted, Merchant must indicate its acceptance of the Card and display American Express' Marks (including any Card application forms provided to Merchant) as prominently and in the same manner as any Other Payment Products. Merchant must not use American Express' Marks in any way that injures or diminishes the goodwill associated with the American Express Mark, nor in any way (without American Express' prior written consent) indicate that American Express endorses Merchant's goods or services. Merchant shall use the American Express brand and marks in accordance with the requirements set forth in the Operating Guide and shall remove the American Express brand and marks from Merchant's website and wherever else they are displayed upon termination Merchant's acceptance of American Express cards.

9. Any and all Cardmember Information is confidential and the sole property of the Issuer, American

Express or its Affiliates. Except as otherwise specified, Merchant must not disclose Cardmember Information, nor use nor store it, other than to facilitate Transactions in accordance with this Agreement. For more information, refer to the Operating Guide, Section 4.2, "Completing a Transaction at the Point of Sale" and Chapter 8, "Protecting Cardmember Information".

10. Merchant shall not assign to any third party any American Express-related payments due to it under this Agreement, and all indebtedness arising from American Express Charges (as defined below) will be for bona fide sales of goods and services (or both) at its establishments (as defined below) and free of liens, claims, and encumbrances other than ordinary sales taxes; provided, however, that Merchant may sell and assign future American Express transaction receivables to FORTE, its affiliated entities and/or any other cash advance funding source that partners with FORTE or its affiliated entities, without consent of American Express.

11. Merchant hereby agrees that American Express shall have third party beneficiary rights, but not obligations, to enforce this Agreement as against Merchant to the extent applicable to American Express processing. Merchant understands and agrees that it shall have no third party beneficiary rights under any agreement between FORTE and American Express and/or Acquirer. Merchant shall maintain refund policies for purchases on the American Express card that are at least as favorable as its refund policy for purchases on any other payment product. Merchant will disclose any such refund policy to Cardmembers at the time of purchase and in compliance with the Operating Guide and all applicable Laws. Merchant's termination of American Express Card acceptance shall have no direct or indirect effect on Merchant's rights to accept other card brands. To terminate American Express acceptance, Merchant may contact FORTE customer service as described in this Agreement.

12. Without limiting any other rights provided herein, FORTE and/or Acquirer shall have the right to immediately terminate Merchant's acceptance of American Express cards upon request of American Express. Merchant may not bill or collect from any Cardmember for any purchase or payment on the Card unless a chargeback has been exercised, Merchant has fully paid for such charge, and it otherwise has the right to do so. Merchant will comply with all procedural requirements relating to chargebacks, as provided in the Operating Guide, Chapter 11.

Amending Resolution No. 19-2018 Re: Various offices, positions & occupations in the Town Government of the Town of Hempstead

Item # 33

Case # 7

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION CALLING A PUBLIC HEARING ON A PROPOSED LOCAL LAW TO AMEND CHAPTER 202 OF THE CODE OF THE TOWN OF HEMPSTEAD TO INCLUDE AND REPEAL "REGULATIONS & 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. 23-2018, 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 April 10th, 2018 at 7:00 o'clock in the evening of that day, at which time all interested persons shall be heard on the proposed enactment of a local law known as Intro. No. 23-2018, 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 # 34

Case # 29892

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 10th day of April, 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 INCLUDE AND REPEAL "REGULATIONS AND RESTRICTIONS" to limit parking at the following locations:

- | | |
|----------------------------|--|
| BELLMORE
Section 202-15 | FREDERICK AVENUE (TH 049/18) North Side - TWO HOUR PARKING 7AM TO 7PM EXCEPT SUNDAYS AND HOLIDAYS - starting at a point 97 feet west of the west curbline of Bedford Avenue West for distance of 70 feet. |
| SEAFORD
Section 202-4 | CORRAL PATH (TH 052/18) West Side - THREE HOUR PARKING 8AM TO 4PM EXCEPT SATURDAYS, SUNDAYS AND HOLIDAYS - starting at a point 120 feet south of the south curbline of Locust Avenue south for a distance of 53 feet. |
| WANTAGH
Section 202-10 | WILLOW STREET (TH 050/18) East Side - TWO HOUR PARKING 8AM TO 7PM EXCEPT SATURDAYS, SUNDAYS, AND HOLIDAYS - starting at a point 85 feet south of the south curbline of Walters Avenue south for a distance of 28 feet. |

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

- | | |
|----------------------------|--|
| BELLMORE
Section 202-15 | FREDERICK AVENUE (TH 83/84) North Side - Two Hour Parking 7 A.M. to 7 P.M. Except Sundays and Holidays - starting at a point 65 feet west of the west curbline of Bedford Avenue, west for a distance of 100 feet. (Adopted 05/1/84) |
|----------------------------|--|

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

Dated: March 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 three of two thousand eighteen is hereby amended by including therein "REGULATIONS AND RESTRICTIONS" to limit parking at the following locations:

BELLMORE
Section 202-15

FREDERICK AVENUE (TH 049/18) North Side – TWO HOUR PARKING 7AM TO 7PM EXCEPT SUNDAYS AND HOLIDAYS – starting at a point 97 feet west of the west curbline of Bedford Avenue west for distance of 70 feet.

SEAFORD
Section 202-4

CORRAL PATH (TH 052/18) West Side – THREE HOUR PARKING 8AM TO 4PM EXCEPT SATURDAYS, SUNDAYS AND HOLIDAYS – starting at a point 120 feet south of the south curbline of Locust Avenue south for a distance of 53 feet.

WANTAGH
Section 202-10

WILLOW STREET (TH 050/18) East Side – TWO HOUR PARKING 8AM TO 7PM EXCEPT SATURDAYS, SUNDAYS, AND HOLIDAYS – starting at a point 85 feet south of the south curbline of Walters Avenue south for a distance of 28 feet.

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 three of two thousand eighteen is hereby amended by repealing therein "REGULATIONS AND RESTRICTIONS" to limit parking at the following locations:

BELLMORE
Section 202-15

FREDERICK AVENUE (TH 83/84) North Side – Two Hour Parking 7 A.M. to 7 P.M. Except Sundays and Holidays – starting at a point 65 feet west of the west curbline of Bedford Avenue, west for a distance of 100 feet. (Adopted 05/1/84)

Section 3. This local law shall take effect immediately upon filing with the secretary of state.

CASE NO. 29893

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. 24-2018, 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 April 10th, 2018, at 7:00 o'clock in the evening of that day, at which time all interested persons shall be heard on the proposed enactment of a local law known as Intro. No. 24-2018, 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 # 35
29893

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 10th day of April, 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:

BELLMORE FREDERICK AVENUE (TH 049/18) North Side - NO STOPPING HERE TO CORNER - starting at the west curbline of Bedford Avenue west for a distance of 25 feet.

FREDERICK AVENUE (TH 049/18) North Side - NO STOPPING ANYTIME - starting at a point 47 feet west of the west curbline of Bedford Avenue west for a distance of 50 feet.

EAST MEADOW FIRST STREET (TH 048/18) North Side - NO STOPPING HERE TO CORNER - starting at the east curbline of Prospect Avenue east for a distance of 42 feet.

FIRST STREET (TH 048/18) South Side - NO STOPPING HERE TO CORNER - starting at the east curbline of Prospect Avenue east for a distance of 38 feet.

MERRICK ILLONA LANE (TH 047/18) South Side - NO STOPPING HERE TO CORNER - starting at the east curbline of Vine Drive east for a distance of 34 feet.

ILLONA LANE (TH 047/18) South Side - NO STOPPING HERE TO CORNER - starting at the west curbline of Vine Drive west for a distance of 30 feet.

ILLONA LANE (TH 047/18) North Side - NO STOPPING HERE TO CORNER - starting at the west curbline of Wynsum Avenue west for a distance of 45 feet.

ILLONA LANE (TH 047/18) North Side - NO STOPPING ANYTIME - starting at a point 45 feet west of a point opposite the west curbline of Vine Drive then east for a distance of 132 feet.

SEAFORD CORRAL PATH (TH 052/18) West Side - NO PARKING ANYTIME - starting at the south curbline of Locust Avenue south for a distance of 120 feet.

WANTAGH WANTAGH AVENUE (TH 479/17) East Side - NO STOPPING HERE TO CORNER - starting at the south curbline of Homestead Avenue south for a distance of 45 feet.

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

SEAFORD CORRAL PATH (TH 529/12) West Side - NO PARKING ANYTIME - starting at the south curbline of Locust Avenue, south for a distance of 172 feet. (Adopted 01/22/13)

WANTAGH WANTAGH AVENUE (TH 479/17) South Side - NO STOPPING HERE TO CORNER - starting at the south curbline of Homestead Avenue, south for a distance of 45 feet. (Adopted 12/12/17)

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

Dated: March 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 four of two thousand eighteen is hereby amended by including therein "PARKING OR STANDING PROHIBITIONS" at the following locations:

BELLMORE

FREDERICK AVENUE (TH 049/18) North Side – NO STOPPING HERE TO CORNER – starting at the west curbline of Bedford Avenue west for a distance of 25 feet.

FREDERICK AVENUE (TH 049/18) North Side – NO STOPPING ANYTIME – starting at a point 47 feet west of the west curbline of Bedford Avenue west for a distance of 50 feet.

EAST MEADOW

FIRST STREET (TH 048/18) North Side – NO STOPPING HERE TO CORNER – starting at the east curbline of Prospect Avenue east for a distance of 42 feet.

FIRST STREET (TH 048/18) South Side – NO STOPPING HERE TO CORNER – starting at the east curbline of Prospect Avenue east for a distance of 38 feet.

MERRICK

ILLONA LANE (TH 047/18) South Side – NO STOPPING HERE TO CORNER – starting at the east curbline of Vine Drive east for a distance of 34 feet.

ILLONA LANE (TH 047/18) South Side – NO STOPPING HERE TO CORNER – starting at the west curbline of Vine Drive west for a distance of 30 feet.

ILLONA LANE (TH 047/18) North Side – NO STOPPING HERE TO CORNER – starting at the west curbline of Wynsum Avenue west for a distance of 45 feet.

ILLONA LANE (TH 047/18) North Side – NO STOPPING ANYTIME – starting at a point 45 feet west of a point opposite the west curbline of Vine Drive then east for a distance of 132 feet.

SEAFORD

CORRAL PATH (TH 052/18) West Side – NO PARKING ANYTIME – starting at the south curbline of Locust Avenue south for a distance of 120 feet.

WANTAGH

WANTAGH AVENUE (TH 479/17) East Side – NO STOPPING HERE TO CORNER – starting at the south curbline of Homestead Avenue south for a distance of 45 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 four of two thousand eighteen is hereby amended by repealing therein "PARKING OR STANDING PROHIBITIONS" at the following locations:

SEAFORD

CORRAL PATH (TH 529/12) West Side – NO PARKING ANYTIME – starting at the south curbline of Locust Avenue, south for a distance of 172 feet. (Adopted 01/22/13)

WANTAGH

WANTAGH AVENUE (TH 479/17) South Side – NO STOPPING HERE TO CORNER – starting at the south curbline of Homestead Avenue, south for a distance of 45 feet. (Adopted 12/12/17)

Section 3. This local law shall take effect immediately upon filing with the secretary of state.

CASE NO. 29894

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, has introduced a proposed local law known as Intro. No. 25-2018, 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 April 10th, 2018, at 7:00 o'clock in the evening of that day, at which time all interested persons shall be heard on the proposed enactment of a local law known as Intro. No. 25-2018, 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 #

36

Case #

29894

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 10th day of April, 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:

MERRICK

ILLONA LANE (TH 047/18) STOP - all traffic traveling northbound on Vine Drive shall come to a full stop.

VINE DRIVE (TH 047/18) STOP - all traffic traveling westbound on Illona Lane shall come to a full stop.

VINE DRIVE (TH 047/18) STOP - all traffic traveling eastbound on Illona Lane shall come to a full stop.

WYNSUM AVENUE (TH 047/18) STOP - all traffic traveling eastbound on Illona Lane 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: March 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 five of two thousand eighteen is hereby amended by including therein "ARTERIAL STOPS" at the following locations:

MERRICK

ILLONA LANE (TH 047/18) STOP – all traffic traveling northbound on Vine Drive shall come to a full stop.

VINE DRIVE (TH 047/18) STOP – all traffic traveling westbound on Illona Lane shall come to a full stop.

VINE DRIVE (TH 047/18) STOP – all traffic traveling eastbound on Illona Lane shall come to a full stop.

WYNSUM AVENUE (TH 047/18) STOP – all traffic traveling eastbound on Illona Lane shall come to a full stop.

Section 3. This local law shall take effect immediately upon filing with the secretary of state.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION CALLING A PUBLIC HEARING ON A PROPOSED LOCAL LAW TO AMEND SECTION 197-13 OF THE CODE OF THE TOWN OF HEMPSTEAD TO REPEAL "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS" AT VARIOUS LOCATIONS.

WHEREAS, the Town Board of the Town of Hempstead is empowered to enact and amend local laws pursuant to Article 9 of the New York State Constitution, the provisions of the Town Law and the Municipal Home Rule Law, both as amended; and

WHEREAS, it appears to be in the public interest to consider the enactment of a local law amending Section 197-13 of the Code of the Town of Hempstead entitled "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS" at various locations; and

WHEREAS, has introduced a proposed local law known as Intro. No. 26-2018, Print No. 1 to amend the said Section 197-13 of the Code of the Town of Hempstead to repeal "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS" at various locations; NOW, THEREFORE, BE IT

RESOLVED, that a public hearing be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York on April 10th, 2018 at 7:00 o'clock in the evening of that day, at which time all interested persons shall be heard on the proposed enactment of a local law known as Intro. No. 26-2018, Print No. 1, to amend Section 197-13 of the Code of the Town of Hempstead to repeal "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS" at various locations; and, BE IT FURTHER

RESOLVED, that the Town Clerk shall give notice of such hearing by the publication thereof in a newspaper of general circulation in the Town of Hempstead and by the posting of such notice on the Bulletin Board maintained for such purpose in the Town Hall not less than three nor more than thirty days prior to the date of such hearing.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 37

Case # 29895

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 10th day of April, 2018, at 7:00 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 REPEAL "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS" at the following locations:

NORTH BELLMORE

BELLMORE ROAD (TH 391/17) East Side - NO PARKING 8AM TO 5PM SCHOOL DAYS - starting at a point 462 feet north of a point opposite the north curbline of Gateway north for a distance of 50 feet.
(Adopted 11/28/17)

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

Dated: March 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 thirteen of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine, to repeal "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS" at various locations.

Be it enacted by the Town Board of the Town of Hempstead as follows:

Section 1. Section one hundred ninety seven dash thirteen of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine, said Section last amended by local law number ninety one of two thousand seventeen is hereby amended by repealing therein "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS" at the following locations:

NORTH BELLMORE

BELLMORE ROAD (TH 391/17) East Side – NO PARKING 8AM TO 5PM SCHOOL DAYS – starting at a point 462 feet north of a point opposite the north curblin of Gateway north for a distance of 50 feet. (Adopted 11/28/17)

Section 2. This local law shall take effect immediately upon filing with the secretary of state.

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution
and moved its adoption:

RESOLUTION CALLING A PUBLIC HEARING FOR
THE PURPOSE OF ESTABLISHING AND SETTING
ASIDE CERTAIN PARKING SPACES FOR MOTOR
VEHICLES FOR THE SOLE USE OF HOLDERS OF
SPECIAL PARKING PERMITS ISSUED BY THE
COUNTY OF NASSAU TO PHYSICALLY
HANDICAPPED PERSONS.

WHEREAS, pursuant to Section 202-48 of the Code of
the Town of Hempstead, the Town Board may, from time to
time, hold public hearings to establish and set aside
public places, streets or portions of streets within the
Town as parking spaces for the sole and exclusive use of
holders of valid special parking permits issued by the
County of Nassau to physically handicapped persons;

NOW, THEREFORE BE IT

RESOLVED, that a public hearing be held in the Town
Meeting Pavilion, Hempstead Town Hall, Washington Street,
Hempstead, New York, on the 10th day of April, 2018, at
7 o'clock in the evening of that day, at which time all
persons interested shall be heard on the establishment and
setting aside of certain parking spaces for motor vehicles
for the sole use of holders of special parking permits
issued by the County of Nassau to physically handicapped
persons at the following locations:

ELMONT

N STREET - south side, starting
at a point 35 feet east of the east
curbline of Porter Street, east for
a distance of 20 feet.
(TH-010/18)

UNIONDALE

NEW STREET - south side, starting
at a point 305 feet east of the south
curbline of Uniondale Avenue, then
east for a distance of 20 feet.
(TH-003/18)

CAMPUS STREET - east side, starting
at a point 55 feet south of the south
curbline of James Place, then south for
a distance of 20 feet.
(TH-004/18)

Item # 38

Case # 21509

ARTHUR STREET - southside, starting at a point 440 feet west of the west curblineline of Nassau Road, then west for a distance of 20 feet.

(TH-031/18)

and on the repeal of the following locations previously set aside as parking spaces for physically handicapped persons:

EAST MEADOW

EVELYN AVENUE - east side, starting at a point 31 feet north of the north curblineline of North Jerusalem Road, north for a distance of 20 feet.

(TH-491/15 - 11/24/15) (TH-041/18)

ELMONT

WARWICK ROAD - west side starting at a point 62 feet north of the north curblineline of 109th Avenue, north for a distance of 20 feet.

(TH-288/14 - 9/16/14) (TH-033/18)

NORTH BELLMORE

HARDING STREET - west side, starting at a point 431 feet south of the south curblineline of Haff Avenue, south for a distance of 20 feet.

(TH-437/15) (TH-013/18)

and, BE IT FURTHER

RESOLVED, that the Town Clerk shall give notice of such hearing by the publication thereof once in a newspaper having a general circulation in the Town of Hempstead, once at least ten days prior to the above-specified date of said hearing.

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

AYES:

NOES:

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that pursuant to Section 202-48 of the code of the Town of Hempstead entitled, "Handicapped Parking On Public Streets," a public hearing will be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, on the 10th day of April, 2018, at 7:00 o'clock in the evening of that day, to consider the adoption of a resolution setting aside certain parking spaces for motor vehicles for the sole use of holders of special parking permits issued by the County of Nassau to physically handicapped persons at the following locations:

ELMONT

N STREET - south side, starting at a point 35 feet east of the east curblineline of Porter Street, east for a distance of 20 feet.
(TH-010/18)

UNIONDALE

NEW STREET - south side, starting at a point 305 feet east of the south curblineline of Uniondale Avenue, then east for a distance of 20 feet.
(TH-003/18)

CAMPUS STREET - east side, starting at a point 55 feet south of the south curblineline of James Place, then south for a distance of 20 feet.
(TH-004/18)

ARTHUR STREET - south side, starting at a point 440 feet west of the west curblineline of Nassau Road, then west for a distance of 20 feet.
(TH-031/18)

and on the repeal of the following locations previously set aside as parking spaces for physically handicapped persons:

EAST MEADOW

EVELYN AVENUE - east side, starting at a point 31 feet north of the north curblineline of North Jerusalem Road, north for a distance of 20 feet.
(TH-491/15 - 11/24/15) (TH-041/18)

ELMONT

WARWICK ROAD - west side starting at
a point 62 feet north of the north
curbline of 109th Avenue, north for a
distance of 20 feet.
(TH-288/14 - 9/16/14) (TH-033/18)

NORTH BELLMORE

HARDING STREET - west side, starting
at a point 431 feet south of the south
curbline of Haff Avenue, south for a
distance of 20 feet.
(TH-437/15) (TH-013/18)

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

Dated: March 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

Case No.

Resolution No.

Adopted:

Councilman _____ offered the following resolution and moved its adoption:

RESOLUTION CALLING FOR A PUBLIC HEARING TO AUTHORIZE THE CONVEYANCE OF A PARCEL OF VACANT LAND WITH STRUCTURE LOCATED AT 224 MANHATTAN AVENUE, ROOSEVELT, N.Y. FOR REHABILITATION PURSUANT TO THE URBAN RENEWAL PLAN FOR THE ROOSEVELT HOUSING IMPROVEMENT AREA, TO HABITAT FOR HUMANITY IN NASSAU COUNTY HOUSING DEVELOPMENT FUND COMPANY, INC.

WHEREAS, pursuant to Town Board Resolution Number 834-1995, adopted August 22, 1995, this Board approved the Urban Renewal Plan for the Roosevelt Housing Improvement Area; and

WHEREAS, 224 Manhattan Avenue, Roosevelt, N.Y. also known as Section: 55, Block: 295, Lot: 477 on the Land and Tax Maps of Nassau County ("Premises") was acquired in accordance with the UR Plan, a structure was constructed thereon and conveyed to a first time home buyer by Deed dated September 8, 2003; and

WHEREAS, the Deed to Premises contained a requirement that the owner reside thereat as her primary residence for a period of Ten(10) years or reversion of title to the Town of Hempstead could be pursued; and

WHEREAS, on December 26, 2008 the owner of Premises passed away and by Judgment dated May 30, 2012 and Amended Judgment dated September 17, 2012, title to Premises reverted to the Town of Hempstead; and

WHEREAS, the structure located at Premises is in a condition which can be rehabilitated to provide safe affordable housing in furtherance of the UR Plan; and

WHEREAS, the Urban Renewal Plan for the Roosevelt Housing Improvement Area provides the following objectives:

1. Eliminate blighting, substandard and unsanitary conditions caused by vacant, abandoned structures;
2. Rehabilitate, where economically feasible, those residential structures which, while in some stage of disrepair, may nevertheless be brought into compliance with controlling Building Codes;
3. Acquire, demolish and replace those structures which, due to extent of disrepair, cannot economically be rehabilitated;
4. Eliminate vacant parcels that have become eyesores to the neighborhood due to litter, debris and junk;
5. Maintain and improve the single-family housing stock and insure continuation of safe, affordable and sanitary housing stock in the Roosevelt community; and

WHEREAS, it appears that conveyance of 224 Manhattan Avenue, Roosevelt, N.Y. will address such objectives.

Item # 39

Case # 20404

NOW THEREFORE BE IT

RESOLVED, that a public hearing on the disposition of 224 Manhattan Avenue, Roosevelt, N.Y. (Section: 55, Block: 295, Lot: 477) in accordance with the Urban Renewal Plan for the Roosevelt Housing Improvement Area, be held in the Town Meeting Pavilion, Hempstead Town Hall, Town Hall Plaza, One Washington Street, Hempstead, New York, at 10:30 o'clock in the forenoon of the day of , 201 , at which hearing the Town Board will afford a reasonable opportunity to all persons to make objections thereto and suggest alternatives therein.

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

Ayes:

Nayes:

NOTICE OF PUBLIC HEARING

A public hearing had been scheduled by the Town of Hempstead Town Board to determine whether a Contract for the sale and rehabilitation of the premises and structure thereon located at 224 Manhattan Avenue Roosevelt, New York, known as Section: 55, Block: 295, Lot:477 conveying such premises to Habitat for Humanity in Nassau County Housing Development Fund Company, Inc., for One Dollar (\$1.00) for rehabilitation of the structure and premises as a single family residence required by the Urban Renewal Plan for the Roosevelt Housing Improvement Area, and the Town's affordable housing program which is aimed at creating affordable housing for low to moderate income level families and individuals should be adopted and approved. Said contract containing provisions for selection of the home buyer in conformance with the criteria and method of selection utilized by the Town in its affordable housing program and restrictions on the use of such property by the home buyer which restrictions on use are to remain in effect for a period of ten (10) years.

Time of Hearing: April 10, at 7:00 p.m.

Location of Hearing: Town of Hempstead Town Hall Pavilion
One Washington Street
Hempstead, N.Y.

Public Purpose: The adoption of a Contract For Sale of a Residential Structure and Land Located At 224 Manhattan Avenue, Roosevelt, N.Y. (Section: 55, Block: 295, Lot:477) to Habitat for Humanity in Nassau County Housing Development Fund Company, Inc. for Rehabilitation pursuant to The Urban Renewal Plan For The Roosevelt Housing Improvement Area.

LOCATION OF PROPERTY: 224 Manhattan Avenue Roosevelt, New York, known as Section: 55, Block:295, Lot: 477

By Order of

**THE TOWN OF HEMPSTEAD TOWN BOAD
ONE WASHINGTON STREET
HEMPSTEAD, N.Y. 11550**

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF JESSICA ARENA
AS OFFICE AIDE, IN THE DEPARTMENT OF
PARKS AND RECREATION.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that Jessica Arena be and hereby is appointed Office Aide
Non Competitive, Grade 2, Start Step (A), \$34,181, in the Department of Parks and Recreation, by the
Commissioner of the Department of Parks and Recreation and ratified by the Town Board of the Town
of Hempstead, effective March 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: SALARY ADJUSTMENT FOR PHILIP
BROOKMEYER, COUNSEL TO THE
COMMISSIONER, DEPARTMENT OF PARKS
AND RECREATION, IN THE DEPARTMENT OF
PARKS AND RECREATION.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that the annual salary for Philip Brookmeyer, Counsel to the
Commissioner, Department of Parks and Recreation, in the Department of Parks and Recreation, be and
hereby is increased to \$80,843, Ungraded, by the Commissioner of the Department of Parks and
Recreation and ratified by the Town Board of the Town of Hempstead effective March 21, 2018.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF MICHAEL CELENTANO
AS LABORER I, IN THE DEPARTMENT OF
GENERAL SERVICES, ANIMAL SHELTER
AND CONTROL DIVISION.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that Michael Celentano be and hereby is appointed Laborer I, Labor Class, Grade 9, Start Step (A), \$40,974, in the Department of General Services, Animal Shelter and Control Division, by the Commissioner of the Department of General Services and ratified by the Town Board of the Town of Hempstead, subject to satisfactory completion of pre-employment criteria, effective March 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 JEROME FERGUSON
AS EQUIPMENT OPERATOR I, IN THE
DEPARTMENT OF HIGHWAY BUDGET 5110.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that Jerome Ferguson be and hereby is appointed Equipment Operator I, Non Competitive, Grade 11, Start Step (A), \$43,416, in the Department of Highway Budget Code 5110, by the Commissioner of the Department of Highway and ratified by the Town Board of the Town of Hempstead, subject to satisfactory completion of pre-employment criteria, effective March 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 ALICE FERRARO
AS OFFICE AIDE, IN THE DEPARTMENT OF
GENERAL SERVICES, ANIMAL SHELTER
AND CONTROL DIVISION.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that Alice Ferraro be and hereby is appointed Office Aide, Non Competitive, Grade 2, Start Step (A), \$34,181, in the Department of General Services, Animal Shelter and Control Division, by the Commissioner of the Department of General Services and ratified by the Town Board of the Town of Hempstead, subject to satisfactory completion of pre-employment criteria, effective March 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 MYCHAEL HARDAMON
AS LABORER I, IN THE DEPARTMENT OF
HIGHWAY BUDGET 5110.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that Mychael Hardamon be and hereby is appointed Laborer I,
Labor Class, Grade 9, Start Step (A), \$40,974, in the Department of Highway Budget Code 5110, by the
Commissioner of the Department of Highway and ratified by the Town Board of the Town of
Hempstead, effective March 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: REINSTATEMENT OF CHRISTOPHER LAFFEY
AS SANITATION FOREMAN I, IN THE
DEPARTMENT OF SANITATION.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that Christopher Laffey, now serving as Sanitation Foreman II, Competitive, Provisional, in the Department of Sanitation, be and hereby is reinstated as Sanitation Foreman I, Competitive, Permanent, Grade 17, Step 13 (N), \$97,887, in the Department of Sanitation, by the Commissioner of the Department of Sanitation and ratified by the Town Board of the Town of Hempstead effective March 25, 2018, and BE IT.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF JENNIFER LOMBARDO AS
CLERK II, IN THE OFFICE OF THE TOWN
CLERK, 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 Jennifer Lombardo has passed the examination for the position of Clerk II, Civil Service List No. 78-405, and is eligible for appointment thereto, NOW, THEREFORE, BE IT

RESOLVED, that Jennifer Lombardo, now serving as Clerk I, Competitive, Permanent, in the Office of the Town Clerk, be and hereby is appointed Clerk II, Competitive, Permanent, Grade 8, Step 8 (I), \$60,799, from the civil service list, by the Town Clerk and ratified by the Town Board of the Town of Hempstead effective March 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 GEORGE PHILIPPOU
AS LABOR CREW CHIEF I, IN THE
DEPARTMENT OF CONSERVATION AND
WATERWAYS.

On motion made by
the following resolution was adopted upon roll call:

RESOLVED, that George Philippou be and hereby is appointed Labor Crew Chief I, Non Competitive, Grade 13, Start Step (A), \$45,968, in the Department of Conservation and Waterways, by the Commissioner of the Department of Conservation and Waterways and ratified by the Town Board of the Town of Hempstead, subject to satisfactory completion of pre-employment criteria, effective March 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.

A YES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF RICHARD REGINA AS
COUNSEL TO THE TOWN BOARD, IN THE
OFFICE OF THE TOWN BOARD.

On motion made by
the following resolution was adopted upon roll call:

WHEREAS, Richard Regina has resigned his position as Counsel to Board
of Appeals, in the Office of the Board of Appeals, NOW BE IT

RESOLVED, that Richard Regina be and hereby is appointed as
Counsel to the Town Board, Unclassified, Ungraded, at an annual salary of \$135,000, in the Office of
the Town Board Majority Central Staffing Code 1018, by the Town Board of the Town of Hempstead
effective March 21, 2018.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: REINSTATEMENT OF MICHAEL WOODS AS
SANITATION FOREMAN I, IN THE
DEPARTMENT OF SANITATION.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that Michael Woods, now serving as Sanitation Foreman II, Competitive, Provisional, in the Department of Sanitation, be and hereby is reinstated as Sanitation Foreman I, Competitive, Permanent, Grade 17, Step 13 (N), \$97,887, in the Department of Sanitation, by the Commissioner of the Department of Sanitation and ratified by the Town Board of the Town of Hempstead effective March 25, 2018, and BE IT.

AYES:

NOES: