

In the Matter of Application

Of

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

Against

**Margaret DeBellis
1803 Stuyvesant Avenue
East Meadow, New York 11554**

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 That pursuant to Local Law 92-1981, adopted October 27, 1981, effective date November 2, 1981, which repealed and reenacted Chapter 90 of the code of the Town of Hempstead entitled, "Dangerous Buildings and structures," petitioner submits the following: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 **319** and lot number (s) **5**, 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 **April 24, 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 STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, AND REMOVE ALL LITTER AND DEBRIS FROM PROPERTY: LOCATED ON THE NORTH SIDE OF STUYVESANT AVENUE, 305 FEET NORTHEAST OF EAST MEADOW AVENUE, EAST MEADOW, N.Y. 11554, A/K/A 1803 STUYVESANT AVENUE, EAST MEADOW, TOWN OF HEMPSTEAD IN ACCORDANCE WITH SURVEY RECOMMENDATIONS ATTACHED HERETO AND THAT THE TOWN BE REIMBURSED PURSUANT TO SECTION 90-13 OF THE CODE OF THE TOWN OF HEMPSTEAD.**

Item # 1

Case # 6542

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE DEMOLITION AND REMOVAL OF THE ONE STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE AND DEBRIS FROM PREMISE: SAID PREMISE LOCATED ON THE NORTH SIDE OF STUYVESANT AVENUE, 305 FEET NORTHEAST OF EAST MEADOW AVENUE. SECTION 50, BLOCK 319 AND LOT(S) 5, AKA 1803 STUYVESANT AVENUE, EAST MEADOW, TOWN OF HEMPSTEAD, NEW YORK.

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

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the one story wood frame one family dwelling with detached garage, located on the North side of Stuyvesant Avenue, 305 feet Northeast of East Meadow Avenue, Section 50, Block 319 and Lot (s) 5, A/K/A 1803 Stuyvesant Avenue, East Meadow, Town of Hempstead, New York is hereby deemed to be unsafe; and

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

In the Matter of Application

Of

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

Against

Jonathan Ziegler
1-5 Clinton Avenue
Inwood, New York 11096

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 **40**, Block **63** and lot number (s) **42-43**, 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 **April 24, 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 NON CONFORMING TWO FAMILY DWELLING WITH STORE ATTACHED, AND REMOVE ALL LITTER AND DEBRIS FROM PROPERTY: LOCATED ON THE NORTHWEST CORNER OF CLINTON AVENUE AND WANSER AVENUE, INWOOD, N.Y. 11096, A/K/A 1-3 CLINTON AVENUE, INWOOD, 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

Page #

6542

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE DEMOLITION AND REMOVAL OF THE NON CONFORMING TWO FAMILY DWELLING WITH STORE ATTACHED AND DEBRIS FROM PREMISE: SAID PREMISE LOCATED ON THE NORTHWEST CORNER OF CLINTON AVENUE AND WANSER AVENUE. SECTION 40, BLOCK 63 AND LOT(S) 42-43, AKA 1-3 CLINTON AVENUE, INWOOD, 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 non conforming two family dwelling with store attached, located on the Northwest Corner of Clinton Avenue and Wanser Avenue, Section 40, Block 63 and Lot (s) 42-43, A/K/A 1-3 Clinton Avenue, Inwood, 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 24th day of April, 2018, at 10:30 o'clock in the forenoon of that day to consider the enactment of a local law to amend Chapter 202 of the code of the Town of Hempstead to INCLUDE AND REPEAL "REGULATIONS AND RESTRICTIONS" to limit parking at the following locations:

OCEANSIDE SECTION 202-13 WEIDNER AVENUE (TH 57/18) North Side - NO PARKING 8AM TO 10 AM - starting at a point 30 feet east of the east curbline of Yost Blvd east for a distance of 219 feet.

WEIDNER AVENUE (TH 57/18) North Side - NO PARKING 8AM TO 10 AM - starting at a point 295 feet east of the east curbline of Yost Blvd east for a distance of 59 feet.

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

OCEANSIDE SECTION 202-13 WEIDNER AVENUE (TH 33/94) North Side - NO PARKING BETWEEN SIGNS 8 A.M. TO 10 A.M. - starting at a point 296 feet east of the east curbline of Yost Boulevard, east for a distance of 60 feet. (Adopted: 7/26/94)

WEIDNER AVENUE (TH 182/84) North Side - NO PARKING 8 A.M. TO 10 A.M. - starting at a point 60 feet east of the east curbline of Yost Boulevard, east for a distance of 156 feet. (Adopted 10/16/84)

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

Dated: April 10, 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 # 29906 3

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 24th day of April, 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:

- BELLMORE REDMOND ROAD (TH 64/18) North Side - NO STOPPING HERE TO CORNER- starting at the west curbline of Bellmore Avenue west for a distance of 30 feet.
- HEWLETT ERICK AVENUE (TH 51/18) West Side - NO STOPPING ANYTIME - from the north curbline of Broadway north for a distance of 335 feet.
- INWOOD JEFFERSON STREET (TH 59/18) North Side - NO STOPPING HERE TO CORNER - from the west curbline of James Street west for a distance of 30 feet.
- OCEANSIDE WEIDNER AVENUE (TH 57/18) North Side - NO STOPPING HERE TO CORNER - from the East curbline of Yost Blvd. east for a distance of 30 feet.
- UNIONDALE CAMBRIA STREET (TH 65/18) South Side - NO STOPPING ANYTIME - starting a point 365 feet east of the east curbline of Arcadia Avenue then east for a distance of 60 feet.

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

- HEWLETT ERICK AVENUE (TH 85/68) Southwest Side - NO STOPPING ANYTIME - from the southwest curbline of Broadway west to a point opposite the southeast curbline of Vian Avenue. (Adopted: 07/09/68)

Item # 4

Case # 29907

OCEANSIDE WEIDNER AVENUE (TH 112/84) North Side - NO
STOPPING HERE TO CORNER - starting at the
east curbline of Yost Boulevard east for a
distance of 60 feet (Adopted: 06/26/84)

WOODMERE IBSEN STREET (TH 493/17) North Side - NO
STOPPING HERE TO CORNER - starting from
the west curbline of Derby Avenue west for
a distance of 30 feet.
(Adopted 1/29/18)

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

Dated: April 10, 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 24th day of April, 2018, at 10:30 o'clock in the forenoon of that day to consider the enactment of a local law to amend Section 197-2 of the code of the Town of Hempstead to INCLUDE "U-TURNS PROHIBITED" at the following locations:

NORTH MERRICK ORCHARD STREET (TH 045/18) NO U-TURN - All traffic traveling eastbound and westbound of Orchard Street between Merrick Avenue and Little Whaleneck Road shall be prohibited from making U-Turn maneuvers.

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

Dated: April 10, 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 # 29908

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 24th day of April, 2018, at 10:30 o'clock in the forenoon of that day to consider the enactment of a local law to amend Section 197-13 of the code of the Town of Hempstead to INCLUDE "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS" at the following locations:

WANTAGH

OAKFIELD AVENUE (TH 091/18) East Side - NO PARKING 8 AM TO 4 PM SCHOOL DAYS - starting at a point 443 feet north of the north curbline of Glenn Road north for a distance of 54 feet.

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

Dated: April 10, 2018
Hempstead, New York

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

LAURA A. GILLEN
Supervisor

SYLVIA A. CABANA
Town Clerk

Item # 6

Case # 29909

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that pursuant to article 9 of the New York State Constitution, the provisions of the Town Law and Municipal Home Rule Law of the State of New York, as amended, a public hearing will be held in the Nathan L. H. Bennett Pavilion, Hempstead Town Hall, Town Hall Plaza, 1 Washington Street, Village and Town of Hempstead, New York, on Tuesday, the 24th day of April, 2018, at 10:30 o'clock in the forenoon of that day, to consider the enactment of a local law to establish Chapter 3 of the Code of the Town of Hempstead to be entitled "Apprenticeship Training Programs for Town Contracts" in order to (i) codify the Town's policy that, with respect to certain Town construction contracts, contractors and subcontractors shall have in place apprenticeship training agreements appropriate for the type and scope of work to be performed; and (ii) require, with respect to such construction contracts, that contractors and subcontractors demonstrate that the apprenticeship programs used on these projects have graduated apprentices.

The proposed local law is on file in the Office of the Town Clerk of the Town of Hempstead, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, where the same may be inspected during office hours.

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

Dated: Hempstead, New York
April 10, 2018

BY ORDER OF THE TOWN BOARD
TOWN OF HEMPSTEAD, NEW YORK.

SYLVIA A. CABANA
Town Clerk

LAURA A. GILLEN
Supervisor

Item # 7

Case # 29358

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 April 24, 2018, 2018 at 10:30 o'clock in the forenoon of that day for the purpose of considering the application of, of 2765 BROADWAY REALTY, LLC. & 2200 BELLMORE AVENUE REALTY, LLC for Special Exception (Public Garage) to permit a conversion of the existing public garage/auto repair facility into a public garage/auto repair facility and an auto body and paint repair facility at the premises located in BELLMORE New York:

A 25,366' mostly rectangular shaped parcel located at the s/w/c of Bellmore Ave & Grand Ave. w/approx. 118' of frontage on Bellmore Ave. 195' of frontage on Broadway & 169' of frontage on Grand Ave. situated Bellmore, Town of Hempstead, County of Nassau, New York.

Maps pertaining to said proposal is on file with the application above mentioned in the Office of the undersigned and may be viewed during office hours.

All persons interested in the subject matter will be given an opportunity to be heard at the time and place above designated.

BY ORDER OF THE TOWN BOARD, TOWN OF HEMPSTEAD, N.Y.

LAURA A. GILLEN
SUPERVISOR

SYLVIA A. CABANA
TOWN CLERK

Dated: February 20, 2018
Hempstead, N.Y.

Item #

8

Case #

20189

NOTICE OF PUBLIC HEARING

NOTICE HEREBY IS GIVEN, that a public hearing will be held by the Town Board of the Town of Hempstead, in the Nathan L.H. Bennett Pavilion, Hempstead Town Hall, 1 Washington Street, Village and Town of Hempstead, New York, on Tuesday, the 24th day of April 2018, at 10:30 o'clock in the forenoon of that day for the purpose of considering the petition of 2765 Broadway Realty, LLC and 2200 Bellmore Avenue Realty, LLC, for a Modification of a Declaration of Restrictive Covenants dated February 20, 1990 affecting the following described real property located at Bellmore, Nassau County, Town of Hempstead, New York:

A 25,366 square foot mostly rectangular shaped parcel of land located at the Southwest corner of Bellmore Avenue and Grand Avenue with approximately 118 feet of frontage of Bellmore Avenue, 195 feet of frontage on Broadway and 169 feet of frontage on Grand Avenue.

Said proposal is on file with the application in the office of the undersigned and may be viewed during office hours.

ALL PERSONS INTERESTED in the subject matter will be given an opportunity to be heard at the time and place above designated.

Hempstead: Hempstead, New York
February 20, 2018

BY ORDER OF THE TOWN BOARD
TOWN OF HEMPSTEAD, NEW YORK

SYLVIA A. CABANA
Town Clerk

LAURA A. GILLEN
Supervisor

Item #

9

Case #

20189

0. NOTICE OF PUBLIC HEARING

NOTICE HEREBY IS GIVEN, that a public hearing will be held by the Town Board of the Town of Hempstead, in the Nathan L. H. Bennett Pavilion, Hempstead Town Hall, 1 Washington Street, Town of Hempstead, New York, on April 24, 2018 at 10:30 o'clock in the forenoon of that day for the purpose of considering the petition of DEKA ASSOCIATES, LLC, for Modification of Declaration of Restrictive Covenants dated October 26, 2009 affecting real property located at 2870 Grand Avenue, Baldwin, Town of Hempstead, Nassau County, New York, and relating to a proposed increase in maximum qualifying incomes for occupants of Grand Manor Estates, an existing Golden Age cooperative apartment complex, as well as any other relief the Town Board deems just and proper.

ALL PERSONS INTERESTED in the subject matter will be given an opportunity to be heard at the time and place above designated.

Dated: Hempstead, New York
April 10, 2018

BY ORDER OF THE TOWN BOARD
TOWN OF HEMPSTEAD, NEW YORK.

SYLVIA A. CABANA
Town Clerk

LAURA A. GILLEN
Supervisor

Item #

10

Case #

26909

NOTICE OF PUBLIC HEARING

NOTICE HEREBY IS GIVEN, that a public hearing will be held by the Town Board of the Town of Hempstead, in the Nathan L. H. Bennett Pavilion, Hempstead Town Hall, 1 Washington Street, Town of Hempstead, New York, on the 24th day of April, 2018, at 10:30 o'clock in the forenoon of that day for the purpose of considering the petition of Deka Associates, LLC., for approval of the Project Plan for Grand Manor Estates in Baldwin and approving a PILOT for the senior housing project, affecting real property located at 2870 Grand Avenue, on the westerly side of Grand Avenue 230 feet south of Barnes Avenue, Baldwin, Town of Hempstead, Nassau County, New York, as well as any other relief the Town Board deems just and proper.

ALL PERSONS INTERESTED in the subject matter will be given an opportunity to be heard at the time and place above designated.

Dated: April 10, 2018
Hempstead, New York

BY ORDER OF THE TOWN BOARD
TOWN OF HEMPSTEAD, NEW YORK

LAURA A. GILLEN
Supervisor

SYLVIA A. CABANA
Town Clerk

Item #

11

Case #

26909

DECISION OF NASSAU LAND DEVELOPERS LLC

Item # 12

Case # 19953

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 AND ONE HALF STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE AND COTTAGE, 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, 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 2314 Milburn Avenue, Baldwin, New York; and

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

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

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

WHEREAS, the services of MGP Landscape Construction LLC DBA 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 February 14, 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, located at 2314 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 2314 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 #

13

C.

6542

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED TWO STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, LOCATED ON THE NORTH SIDE OF LINDEN AVENUE, 305 FEET WEST OF OAK STREET. SEC 36, BLOCK 438, AND LOT (S) 79, A/K/A 829 LINDEN 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 829 Linden Avenue, Baldwin, Town of Hempstead, New York; and

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

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

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

WHEREAS, the services of MGP Landscape Construction LLC DBA 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 February 23, 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) thirty two inch by seventy five inch (32" x 75") door secured with one half inch (1/2") four (4) ply plywood and one (1) forty eight inch by eighty nine inch (48" x 89") door secured with one half inch (1/2") four (4) ply plywood, located at 829 Linden Avenue, Baldwin;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$225.62, the cost associated with the emergency services provided at 829 Linden 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 \$475.62 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 13
6542
C

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE AND ONE HALF STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, LOCATED ON THE EAST SIDE OF BAYFRONT DRIVE, 350 FEET NORTH OF SOUTH DRIVE. SEC 54, BLOCK 346, AND LOT (S) 305, A/K/A 3325 BAYFRONT DRIVE, 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 3325 Bayfront Drive, Baldwin, Town of Hempstead, New York; and

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

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

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

WHEREAS; the services of MGP Landscape Construction LLC DBA 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 February 15, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to have one (1) two foot by four foot (2' x 4') window boarded with one half inch (1/2") four (4) ply plywood and have one (1) forty eight inch by sixty three inch (48" x 63") exterior hole boarded, located at 3325 Bayfront Drive, 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 3325 Bayfront Drive, 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 #

13

C

6542

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE AND ONE HALF STORY WOOD FRAME ONE FAMILY DWELLING WITH ATTACHED GARAGE, LOCATED ON THE WEST SIDE OF ROSALIE DRIVE, 210 FEET NORTH OF RUGBY ROAD. SEC 50, BLOCK 497, AND LOT (S) 8, A/K/A 140 ROSALIE 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 140 Rosalie Drive, East Meadow, Town of Hempstead, New York; and

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

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

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

WHEREAS, the services of MGP Landscape Construction LLC DBA 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 February 12, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to have 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 4" x 8') studs and boarded with one half inch (1/2") four (4) ply plywood, one (1) thirty four inch by eighty two inch (34" x 82") door secured with one half inch (1/2") four (4) ply plywood and one (1) two foot by three foot (2' x 3') window boarded with one half inch (1/2") four (4) ply plywood, located at 140 Rosalie Drive, East Meadow;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$266.51, the cost associated with the emergency services provided at 140 Rosalie 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 \$516.51 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

13

6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, LOCATED ON THE WEST SIDE OF APPLE LANE, 297 FEET EAST OF CEDAR LANE. SEC 50, BLOCK 482, AND LOT (S) 25, A/K/A 1389 APPLE LANE, 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 1389 Apple Lane, East Meadow, New York; and

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

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

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

WHEREAS, the services of MGP Landscape Construction LLC DBA 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 February 20, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to have one (1) two foot by four foot (2' x 4') exterior hole in soffit boarded, located at 1389 Apple Lane, 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 1389 Apple Lane, 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 # 113
Clerk 6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE AND ONE HALF STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, LOCATED ON THE NORTH SIDE OF STUYVESANT AVENUE, 305 FEET NORTHEAST OF EAST MEADOW AVENUE. SEC 50, BLOCK 319, AND LOT (S) 5, A/K/A 1803 STUYVESANT AVENUE, EAST MEADOW, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 1803 Stuyvesant Avenue, East Meadow, Town of Hempstead, New York; and

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

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

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

WHEREAS, the services of MGP Landscape Construction LLC DBA 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 February 6, 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 sixty four inch (36" x 64") door secured with one half inch (1/2") four (4) ply plywood, one (1) thirty six inch by sixty inch (36" x 60") window boarded with one half inch (1/2") four (4) ply plywood and install one (1) lock, located at 1803 Stuyvesant Avenue, East Meadow;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$180.00, the cost associated with the emergency services provided at 1803 Stuyvesant Avenue, East Meadow, New York

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

NOW, THEREFORE, BE IT

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

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

13

c.

6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE AND ONE HALF STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, LOCATED ON THE EAST SIDE OF DOHERTY AVENUE, 220 FEET SOUTH OF KIEFER AVENUE. SEC 32, BLOCK 507, AND LOT (S) 56-57, A/K/A 339 DOHERTY AVENUE, ELMONT, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 339 Doherty Avenue, 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 February 9, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to have one (1) forty inch by seventy eight inch (40" x 78") door secured with one half inch (1/2") four (4) ply plywood, located at 339 Doherty Avenue, 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 339 Doherty Avenue, 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 #

13

Case #

6542

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, LOCATED ON THE NORTHEAST CORNER OF STEWART STREET AND KIEFER AVENUE. SEC 32, BLOCK 490, AND LOT (S) 120, A/K/A 233 STEWART STREET, ELMONT, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 233 Stewart Street, Elmont, New York; and

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

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

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

WHEREAS, the services of MGP Landscape Construction LLC DBA 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 February 10, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to have two (2) twenty six inch by fifty one inch (26" x 51") windows boarded with one half inch (1/2") four (4) ply plywood, two (2) forty five inch by forty eight inch (45" x 48") windows boarded with one half inch (1/2") four (4) ply plywood, two (2) thirty five inch by thirty five inch (35" x 35") windows boarded with one half inch (1/2") four (4) ply plywood, two (2) thirty six inch by fifty eight inch (36" x 58") HUD style windows boarded with one half inch (1/2") four (4) ply plywood, one (1) fifty seven inch by sixty six inch (57" x 66") HUD style window boarded with one half inch (1/2") four (4) ply plywood, two (2) forty two inch by sixty inch (42" x 60") HUD style windows boarded with one half inch (1/2") four (4) ply plywood, one (1) sixty inch by eighty three inch (60" x 83") HUD style window boarded with one half inch (1/2") four (4) ply plywood, one (1) thirty nine inch by eighty four inch (39" x 84") HUD style door boarded with one half inch (1/2") four (4) ply plywood, one (1) forty inch by eighty three inch (40" x 83") 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, one (1) seventy inch by eighty two inch (70" x 82") HUD style sliding glass door secured with one half inch (1/2") four (4) ply plywood and one (1) seventy inch by eighty two inch (70" x 82") HUD style sliding glass door secured with one half inch (1/2") four (4) ply plywood, located at 233 Stewart Street, Elmont;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$1,445.14, the cost associated with the emergency services provided at 233 Stewart Street, Elmont, New York

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$1,695.14 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:

13

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 TROY STREET AND BUFFALO STREET. SEC 37, BLOCK 569, AND LOT (S) 1, A/K/A 4 TROY STREET, ELMONT, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 4 Troy Street, Elmont, New York; and

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

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

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

WHEREAS, the services of MGP Landscape Construction LLC DBA 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 February 15, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to have two (2) thirty two inch by forty eight inch (32" x 48") windows boarded with one half inch (1/2") four (4) ply plywood, one (1) forty eight inch by fifty one inch (48" x 51") window boarded with one half inch (1/2") four (4) ply plywood, two (2) forty inch by eighty one inch (40" x 81") doors secured with one half inch (1/2") four (4) ply plywood, one (1) thirty two inch by eighty five inch (32" x 85") door secured with one half inch (1/2") four (4) ply plywood and one (1) eight foot by eight foot (8' x 8') garage door framed with two inch by four inch by eight foot (2" x 4" x 8') studs and boarded with one half inch (1/2") four (4) ply plywood, located at 4 Troy Street, Elmont;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$541.51, the cost associated with the emergency services provided at 4 Troy Street, Elmont, New York

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$791.51 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: 13
Item #

Case # 6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, LOCATED ON THE WEST SIDE OF FRANKLIN AVENUE, 100 FEET SOUTH OF DIVISIN STREET. SEC 39, BLOCK 609, AND LOT (S) 15-16, A/K/A 383 FRANKLIN AVENUE, HEWLETT, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 383 Franklin Avenue, Hewlett, New York; and

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

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

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

WHEREAS, the services of MGP Landscape Construction LLC DBA M3 Development Group, 68 South Service Road, Suite 100, Melville, New York, and the costs incurred by the emergency services authorized by the Commissioner of the Department of Buildings were approved by the Town Board under Resolution Number 240-2015; and

WHEREAS, on February 3, 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, located at 383 Franklin Avenue, Hewlett;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$180.00, the cost associated with the emergency services provided at 383 Franklin Avenue, Hewlett, New York

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

NOW, THEREFORE, BE IT

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

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

13

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 BRICK FRAME COMMERCIAL BUILDING, LOCATED ON THE NORTH SIDE OF BAYVIEW AVENUE, 158 FEET EAST OF AVENUE A. SEC 40, BLOCK 157, AND LOT (S) 616, A/K/A 360 BAYVIEW AVENUE, INWOOD, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 360 Bayview Avenue, Inwood, 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 31, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to install one (1) lock and chain, located at 360 Bayview Avenue, Inwood;

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 360 Bayview Avenue, Inwood, New York

WHEREAS, an additional charge of \$500.00 will be assessed in accordance with §90-9 of the Code of the Town of Hempstead;

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$680.00 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

13

Case #

6542

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 EAST SIDE OF CENTER LANE, 463 FEET SOUTH OF BELL LANE. SEC 51, BLOCK 110, AND LOT (S) 31, A/K/A 43 CENTER 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 43 Center 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 February 16, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to have one (1) thirty foot (30') tree branch removed, located at 43 Center Lane, Levittown;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$360.00, the cost associated with the emergency services provided at 43 Center 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 \$610.00 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 13

Case # 6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED TWO STORY WOOD FRAME ONE FAMILY DWELLING WITH ATTACHED GARAGE, LOCATED ON THE SOUTHEAST CORNER OF ROYDON DRIVE EAST AND DEVON DRIVE. SEC 50, BLOCK 374, AND LOT (S) 1, A/K/A 69 ROYDON DRIVE EAST, MERRICK, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 69 Roydon Drive East, Merrick, 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 29, 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 two inch (36" x 82") door secured with one half inch (1/2") four (4) ply plywood, located at 69 Roydon Drive East, Merrick;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$180.00, the cost associated with the emergency services provided at 69 Roydon Drive East, Merrick, New York

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

NOW, THEREFORE, BE IT

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

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

13

Case #

6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE AND ONE HALF STORY WOOD FRAME ONE FAMILY DWELLING WITH ATTACHED TWO CAR GARAGE, LOCATED ON THE EAST SIDE OF FRANKEL BOULEVARD, 346 FEET EAST OF WYNSUM AVENUE. SEC 63, BLOCK 129, AND LOT (S) 67, A/K/A 2965 FRANKEL BOULEVARD, MERRICK, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 2965 Frankel Boulevard, Merrick, Town of Hempstead, New York; and

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

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

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

WHEREAS, the services of MGP Landscape Construction LLC DBA 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 February 4, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to have one (1) forty one inch by eighty three inch (41" x 83") door secured with one half inch (1/2") four (4) ply plywood, located at 2965 Frankel Boulevard, Merrick;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$180.00, the cost associated with the emergency services provided at 2965 Frankel Boulevard, Merrick, New York

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

NOW, THEREFORE, BE IT

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

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 13

C. 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 NORTHWEST CORNER OF HEWLETT AVENUE AND KIRKWOOD AVENUE. SEC 63, BLOCK 175, AND LOT (S) 133, A/K/A 2370 HEWLETT AVENUE, MERRICK, TOWN OF HEMPSTEAD, NEW YORK.

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

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

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

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

WHEREAS, the services of MGP Landscape Construction LLC DBA 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 open and re-secure one (1) door for asbestos exam, located at 2370 Hewlett Avenue, Merrick;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$180.00, the cost associated with the emergency services provided at 2370 Hewlett Avenue, Merrick, New York

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

NOW, THEREFORE, BE IT

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

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

13

Case #

6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, LOCATED ON THE NORTH SIDE OF SUNNYBROOK DRIVE, 216 FEET EAST OF WEST SUNNYBROOK DRIVE. SEC 54, BLOCK 498, AND LOT (S) 12, A/K/A 511 SUNNYBROOK DRIVE, 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 511 Sunnybrook Drive, Oceanside, New York; and

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

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

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

WHEREAS, the services of MGP Landscape Construction LLC DBA 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 February 19, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to have one (1) forty inch by ninety six inch (40" x 96") window boarded with one half inch (1/2") four (4) ply plywood, two (2) fifty two inch by ninety six inch (52" x 96") windows boarded with one half inch (1/2") four (4) ply plywood, one (1) forty eight inch by sixty three inch (48" x 63") window boarded with one half inch (1/2") four (4) ply plywood, one (1) twenty eight inch by forty inch (28" x 40") window boarded with one half inch (1/2") four (4) ply plywood, one (1) twenty two inch by thirty four inch (22" x 34") window boarded with one half inch (1/2") four (4) ply plywood, two (2) twenty nine inch by thirty six inch (29" x 36") windows boarded with one half inch (1/2") four (4) ply plywood, one (1) forty three inch by forty eight inch (43" x 48") window boarded with one half inch (1/2") four (4) ply plywood, one (1) thirty nine inch by eighty three inch (39" x 83") door secured with one half inch (1/2") four (4) ply plywood, one (1) thirty four inch by eighty five inch (34" x 85") door secured with one half inch (1/2") four (4) ply plywood and install one (1) lock, located at 511 Sunnybrook Drive, Oceanside;

WHEREAS, on February 21, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to install two (2) lock and hasps, located at 511 Sunnybrook Drive, Oceanside;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$877.03, the cost associated with the emergency services provided at 511 Sunnybrook Drive, 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 \$1,127.03 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 13

C

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 EAST SIDE OF 1ST PLACE, 100 FEET SOUTH OF EAST CLINTON AVENUE, SEC 55, BLOCK 450, AND LOT (S) 133, A/K/A 4 1ST 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 4 1ST 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 February 15, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to have one (1) fifty seven inch by seventy one inch (57" x 71") window boarded with one half inch (1/2") four (4) ply plywood, four (4) thirty one inch by fifty three inch (31" x 53") windows boarded with one half inch (1/2") four (4) ply plywood, one (1) twenty seven inch by thirty nine inch (27" x 39") window boarded with one half inch (1/2") four (4) ply plywood, two (2) thirty six inch by fifty three inch (36" x 53") windows boarded with one half inch (1/2") four (4) ply plywood, two (2) thirty eight inch by thirty nine inch (38" x 39") windows boarded with one half inch (1/2") four (4) ply plywood, one (1) forty one inch by eighty two inch (41" x 82") door secured with one half inch (1/2") four (4) ply plywood, one (1) thirty nine inch by eighty six inch (39" x 86") door secured with one half inch (1/2") four (4) ply plywood and install one (1) lock and chain, located at 4 1ST Place, Roosevelt;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$629.27, the cost associated with the emergency services provided at 4 1ST 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 \$879.27 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 # 173

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, DETERMINED TO BE UNFIT FOR HUMAN OCCUPANCY, LOCATED ON THE NORTH SIDE OF TREMONT PLACE, 180 FEET WEST OF PARK AVENUE, SEC 55, BLOCK 442, AND LOT (S) 142-143, A/K/A 9 TREMONT 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 9 Tremont 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 February 16, 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) thirty six inch by eighty three inch (36" x 83") door secured with one half inch (1/2") four (4) ply plywood, five (5) thirty six inch by thirty six inch (36" x 36") windows boarded with one half inch (1/2") four (4) ply plywood, two (2) thirty six inch by forty eight inch (36" x 48") windows boarded with one half inch (1/2") four (4) ply plywood, six (6) twenty one inch by thirty four inch (21" x 34") windows boarded with one half inch (1/2") four (4) ply plywood, two (2) twenty four inch by thirty six inch (24" x 36") windows boarded with one half inch (1/2") four (4) ply plywood and one (1) forty eight inch by ninety six inch (48" x 96") window boarded with one half inch (1/2") four (4) ply plywood, located at 9 Tremont Place, Roosevelt;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$600.54, the cost associated with the emergency services provided at 9 Tremont 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 \$850.54 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 13

Case # 6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE AND ONE HALF STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE AND INGROUND SWIMMING POOL, DETERMINED TO BE UNFIT FOR HUMAN OCCUPANCY, LOCATED ON THE NORTH SIDE OF WEST FULTON AVENUE, 186 FEET WEST OF NASSAU ROAD. SEC 55, BLOCK 413, AND LOT (S) 177, A/K/A 26 WEST FULTON AVENUE, ROOSEVELT, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 26 West Fulton 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 February 8, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to have one (1) thirty three inch by eighty three inch (33" x 83") door secured with one half inch (1/2") four (4) ply plywood, located at 26 West Fulton Avenue, Roosevelt;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$180.00, the cost associated with the emergency services provided at 26 West Fulton Avenue, Roosevelt, New York

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

NOW, THEREFORE, BE IT

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

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

13

Case #

6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, LOCATED ON THE SOUTH SIDE OF EAST CLINTON AVENUE, 53 FEET WEST OF ANNA AVENUE, SEC 55, BLOCK 438, AND LOT (S) 177, A/K/A 40 EAST CLINTON 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 40 East Clinton Avenue, Roosevelt, New York; and

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

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

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

WHEREAS, the services of MGP Landscape Construction LLC DBA 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 February 14, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to install two (2) lock and hasps, located at 40 East Clinton Avenue, Roosevelt;

WHEREAS, on February 15, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to have one (1) forty eight inch by fifty one inch (48" x 51") window boarded with one half inch (1/2") four (4) ply plywood, one (1) twenty inch by thirty two inch (20" x 32") window boarded with one half inch (1/2") four (4) ply plywood and install four (4) lock and hasps, located at 40 East Clinton Avenue, Roosevelt;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$550.85, the cost associated with the emergency services provided at 40 East Clinton 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 \$800.85 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 13

Call # 6542

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, DETERMINED TO BE UNFIT FOR HUMAN OCCUPANCY, LOCATED ON THE NORTH SIDE OF EAST ROOSEVELT AVENUE, 126 FEET EAST OF NASSAU ROAD. SEC 55, BLOCK 438, AND LOT (S) 91-92, A/K/A 21 EAST ROOSEVELT AVENUE, ROOSEVELT, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 21 East Roosevelt 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 February 20, 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 four inch (40" x 84") HUD style door boarded with one half inch (1/2") four (4) ply plywood, two (2) twenty six inch by forty eight inch (26" x 48") HUD style windows boarded with one half inch (1/2") four (4) ply plywood, one (1) forty eight inch by fifty three inch (48" x 53") HUD style windows boarded with one half inch (1/2") four (4) ply plywood and two (2) thirty six inch by fifty three inch (36" x 53") HUD style windows boarded with one half inch (1/2") four (4) ply plywood, located at 21 East Roosevelt Avenue, Roosevelt;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$408.62, the cost associated with the emergency services provided at 21 East Roosevelt 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 \$658.62 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

13

Cost

6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED TWO STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, LOCATED ON THE EAST SIDE OF PROSPECT STREET, 360 FEET SOUTH OF FREDERICK AVENUE. SEC 55, BLOCK 292, AND LOT (S) 587-589, A/K/A 62 PROSPECT STREET, ROOSEVELT, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 62 Prospect Street, Roosevelt, Town of Hempstead, New York; and

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

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

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

WHEREAS, the services of MGP Landscape Construction LLC DBA 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 February 11, 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 two inch (36" x 82") door secured with one half inch (1/2") four (4) ply plywood, located at 62 Prospect Street, Roosevelt;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$180.00, the cost associated with the emergency services provided at 62 Prospect Street, Roosevelt, New York

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

NOW, THEREFORE, BE IT

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

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

13

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, 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 February 7, 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 two inch (36" x 82") 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 \$180.00, 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 \$430.00 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 13

Case # 6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE AND ONE HALF STORY WOOD FRAME ONE FAMILY DWELLING, LOCATED ON THE EAST SIDE OF BARRY PLACE, 205 FEET NORTH OF NEW STREET. SEC 50, BLOCK 361, AND LOT (S) 9, A/K/A 769 BARRY PLACE, UNIONDALE, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 769 Barry Place, Uniondale, New York; and

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

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

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

WHEREAS, the services of MGP Landscape Construction LLC DBA 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 February 7, 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 769 Barry Place, Uniondale;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$180.00, the cost associated with the emergency services provided at 769 Barry Place, Uniondale, New York

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

NOW, THEREFORE, BE IT

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

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 13

Case # 6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, LOCATED ON THE WEST SIDE OF CLINTON AVENUE, 139 FEET NORTH OF ARGYLE AVENUE. SEC 36, BLOCK 122, AND LOT (S) 504, A/K/A 678 CLINTON AVENUE, UNIONDALE, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 678 Clinton Avenue, Uniondale, New York; and

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

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

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

WHEREAS, the services of MGP Landscape Construction LLC DBA 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 February 6, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to re-secure one (1) door board and one (1) window board, located at 678 Clinton Avenue, Uniondale;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$180.00, the cost associated with the emergency services provided at 678 Clinton Avenue, Uniondale, New York

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

NOW, THEREFORE, BE IT

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

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

123

na

6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED TWO STORY WOOD FRAME ONE FAMILY DWELLING, LOCATED ON THE NORTH SIDE OF MARTIN DRIVE, 440 FEET SOUTH OF JERUSALEM AVENUE. SEC 50, BLOCK 372, AND LOT (S) 18, A/K/A 687 MARTIN DRIVE, UNIONDALE, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 687 Martin Drive, Uniondale, New York; and

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

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

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

WHEREAS, the services of MGP Landscape Construction LLC DBA 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 February 15, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to have one (1) thirty two inch by eighty one inch (32" x 81") door secured with one half inch (1/2") four (4) ply plywood and install two (2) lock and hasps, located at 687 Martin Drive, Uniondale;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$201.60, the cost associated with the emergency services provided at 687 Martin Drive, Uniondale, New York

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$451.60 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 113

Case # 6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED TWO STORY WOOD FRAME ONE FAMILY DWELLING, LOCATED ON THE EAST SIDE OF DITMAS AVENUE, 282 FEET NORTH OF ALEXANDER AVENUE. SEC 50, BLOCK 451, AND LOT (S) 30, A/K/A 1027 DITMAS AVENUE, UNIONDALE, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 1027 Ditmas Avenue, Uniondale, 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 February 6, 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 nine inch (40" x 89") door secured with one half inch (1/2") four (4) ply plywood, located at 1027 Ditmas Avenue, Uniondale;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$180.00, the cost associated with the emergency services provided at 1027 Ditmas Avenue, Uniondale, New York

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

NOW, THEREFORE, BE IT

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

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

13

6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, LOCATED ON THE NORTH SIDE OF MOLYNEAUX ROAD, 58 FEET EAST OF ARKANSAS DRIVE. SEC 37, BLOCK 554, AND LOT (S) 40, A/K/A 21 MOLYNEAUX ROAD, 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 21 Molyneaux Road, 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 February 17, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to have one (1) eighteen inch by thirty four inch (18" x 34") window boarded with one half inch (1/2") four (4) ply plywood, one (1) thirty six inch by eighty three inch (36" x 83") door secured with one half inch (1/2") four (4) ply plywood and install one (1) lock and hasp, located at 21 Molyneaux Road, Valley Stream;

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 21 Molyneaux Road, 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 \$430.00 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

13

Case #

6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE 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, 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 18, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to have two (2) workers take two (2) days using eight (8) hours per day of general labor hours for pool demolition preparation, take down and remove debris of half sunroom and decking over pool with wire mesh studs and plywood, take down concrete structure and gate to get machine into backyard and remove part of stoop and concrete foundation of sunroom, dismantle and remove fiberglass pool and all debris, fill and compact pool hole and regrade property, install two (2) support studs to sure up ends of sunroom and have one (1) seventy six inch by eighty two inch (76" x 82") sliding glass door secured with one half inch (1/2") four (4) ply plywood, located at 64 Lynwood Drive, Valley Stream;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$6,068.50, 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 \$6,318.50 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

13

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 RAISED RANCH WOOD FRAME ONE FAMILY DWELLING WITH TWO CAR BASEMENT GARAGE, LOCATED ON THE WEST SIDE OF CLIFFSIDE AVENUE, 316 FEET NORTH OF HUNGRY HARBOR ROAD. SEC 39, BLOCK 598, AND LOT (S) 9, A/K/A 839 CLIFFSIDE AVENUE, 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 839 Cliffside Avenue, 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 February 6, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to have one (1) sixty two inch by eighty two inch (62" x 82") door secured with one half inch (1/2") four (4) ply plywood, one (1) thirty three inch by eighty five inch (33" x 85") door secured with one half inch (1/2") four (4) ply plywood, one (1) seventy three inch by eighty two inch (73" x 82") sliding glass door secured with one half inch (1/2") four (4) ply plywood and install two (2) locks, located at 839 Cliffside Avenue, Valley Stream;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$378.35, the cost associated with the emergency services provided at 839 Cliffside Avenue, 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 \$628.35 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # _____ 13

Case # 6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED TWO STORY WOOD FRAME ONE FAMILY DWELLING WITH ATTACHED GARAGE, LOCATED ON THE WEST SIDE OF MIST LANE, 214 FEET NORTH OF MERRY LANE. SEC 45, BLOCK 455, AND LOT (S) 20, A/K/A 62 MIST LANE, WESTBURY, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 62 Mist Lane, Westbury, 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 February 11, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to install one (1) lock and two (2) lock and hasps, located at 62 Mist Lane, Westbury;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$180.00, the cost associated with the emergency services provided at 62 Mist Lane, Westbury, New York

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

NOW, THEREFORE, BE IT

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

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES: 13

Case # 6542

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, LOCATED ON THE NORTH SIDE OF BEVERLY ROAD, 80 FEET WEST OF LEHMAN ROAD. SEC 38, BLOCK 100, AND LOT (S) 120, A/K/A 16 BEVERLY ROAD, WEST HEMPSTEAD, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 16 Beverly Road, West Hempstead, Town of Hempstead, New York; and

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

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

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

WHEREAS, the services of MGP Landscape Construction LLC DBA 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 February 20, 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 inch (36" x 80") door secured with one half inch (1/2") four (4) ply plywood, one (1) forty inch by eighty inch (40" x 80") door secured with one half inch (1/2") four (4) ply plywood, one (1) thirty four inch by eighty two inch (34" x 82") door secured with one half inch (1/2") four (4) ply plywood, two (2) twenty four inch by fifty seven inch (24" x 57") windows boarded with one half inch (1/2") four (4) ply plywood, two (2) fifty seven inch by seventy one inch (57" x 71") windows boarded with one half inch (1/2") four (4) ply plywood, four (4) thirty inch by fifty three inch (30" x 53") windows boarded with one half inch (1/2") four (4) ply plywood, two (2) twenty seven inch by fifty three inch (27" x 53") windows boarded with one half inch (1/2") four (4) ply plywood, two (2) twenty three inch by thirty six inch (23" x 36") windows boarded with one half inch (1/2") four (4) ply plywood, one (1) thirty five inch by thirty six inch (35" x 36") window boarded with one half inch (1/2") four (4) ply plywood, one (1) fifteen inch by thirty four inch (15" x 34") window boarded with one half inch (1/2") four (4) ply plywood and install fifty feet (50') of six foot (6') high fence with one and five eighth inch (1 5/8") poles and number nine (9) gauge wire top and bottom, located at 16 Beverly Road, West Hempstead;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$1,418.81, the cost associated with the emergency services provided at 16 Beverly Road, West Hempstead, New York

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$1,668.81 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 13

Case # 6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE AND ONE HALF STORY WOOD FRAME ONE FAMILY DWELLING, LOCATED ON THE WEST SIDE OF BROOKLYN AVENUE, 102 FEET SOUTH OF GRAND AVENUE. SEC 33, BLOCK 615, AND LOT (S) 17-18, A/K/A 137 BROOKLYN AVENUE, WEST HEMPSTEAD, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 137 Brooklyn Avenue, West Hempstead, New York; and

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

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

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

WHEREAS, the services of MGP Landscape Construction LLC DBA 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 February 6, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to have one (1) twenty inch by thirty four inch (20" x 34") window boarded with one half inch (1/2") four (4) ply plywood, located at 137 Brooklyn Avenue, West Hempstead;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$180.00, the cost associated with the emergency services provided at 137 Brooklyn Avenue, West Hempstead, New York

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

NOW, THEREFORE, BE IT

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

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

13

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 EAST SIDE OF KILBURN ROAD SOUTH, 62 FEET SOUTH OF 8TH STREET. SEC 33, BLOCK 511, AND LOT (S) 32, A/K/A 78 KILBURN ROAD SOUTH, WEST HEMPSTEAD, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 78 Kilburn Road South, West Hempstead, New York; and

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

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

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

WHEREAS, the services of MGP Landscape Construction LLC DBA 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 February 15, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to have one (1) eight foot by eight foot (8' x 8') garage door framed with two inch by four inch by eight foot (2" x 4" x 8') studs and boarded with one half inch (1/2") four (4) ply plywood, located at 78 Kilburn Road South, West Hempstead;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$214.40, the cost associated with the emergency services provided at 78 Kilburn Road South, West Hempstead, New York.

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$464.40 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 # 13

Case # 6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE AND ONE HALF STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, LOCATED ON THE WEST SIDE OF KILBURN ROAD SOUTH, 100 FEET SOUTH OF 7TH STREET. SEC 33, BLOCK 506, AND LOT (S) 41, A/K/A 113 KILBURN ROAD SOUTH, WEST HEMPSTEAD, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 113 Kilburn Road South, West Hempstead, New York; and

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

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

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

WHEREAS, the services of MGP Landscape Construction LLC DBA 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 February 15, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to have one (1) eighty two inch by ninety six inch (82" x 96") garage door framed with two inch by four inch by eight foot (2" x 4" x 8") studs and boarded with one half inch (1/2") four (4) ply plywood, located at 113 Kilburn Road South, West Hempstead;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$183.14, the cost associated with the emergency services provided at 113 Kilburn Road South, West Hempstead, New York

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$433.14 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 13

Case # 6542

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, LOCATED ON THE WEST SIDE OF SYCAMORE STREET, 353 FEET NORTH OF HEMPSTEAD AVENUE. SEC 35, BLOCK 352, AND LOT (S) 80, A/K/A 126 SYCAMORE STREET, WEST HEMPSTEAD, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 126 Sycamore Street, West Hempstead, New York; and

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

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

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

WHEREAS, the services of MGP Landscape Construction LLC DBA 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 February 6, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to have one (1) thirty eight inch by eighty four inch (38" x 84") door secured with one half inch (1/2") four (4) ply plywood, located at 126 Sycamore Street, West Hempstead;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$180.00, the cost associated with the emergency services provided at 126 Sycamore Street, West Hempstead, New York

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

NOW, THEREFORE, BE IT

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

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 13

Case # 6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED TWO STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED TWO CAR GARAGE, LOCATED ON THE SOUTH SIDE OF WEST BROADWAY, 80 FEET WEST OF HADDON ROAD. SEC 39, BLOCK 130, AND LOT (S) 28, A/K/A 769 WEST BROADWAY, WOODMERE, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 769 West Broadway, Woodmere, New York; and

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

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

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

WHEREAS, the services of MGP Landscape Construction LLC DBA 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 16, 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 forty five inch (35" x 45") window boarded with one half inch (1/2") four (4) ply plywood, located at 769 West Broadway, Woodmere;

WHEREAS, on February 25, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to install two (2) lock and hasps, located at 769 West Broadway, Woodmere;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$360.00, the cost associated with the emergency services provided at 769 West Broadway, Woodmere, 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 \$610.00 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

13

Case #

6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY RAISED RANCH WOOD FRAME ONE FAMILY DWELLING WITH BASEMENT GARAGE, LOCATED ON THE NORTH SIDE OF MAYFIELD ROAD, 230 FEET WEST OF WESTWOOD ROAD. SEC 39, BLOCK 124, AND LOT (S) 81, A/K/A 930 MAYFIELD ROAD, WOODMERE, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 930 Mayfield Road, Woodmere, New York; and

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

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

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

WHEREAS, the services of MGP Landscape Construction LLC DBA 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 February 8, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to supply and install one (1) twenty nine foot by seventy eight foot (29' x 78') medium duty tarp secured down with fifteen (15) four foot by eight foot (4' x 8') plywood, located at 930 Mayfield Road, Woodmere;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$4,250.40, the cost associated with the emergency services provided at 930 Mayfield Road, Woodmere, 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 \$4,500.40 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 #

Case #

23

6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING SPECIAL ASSESSMENT IN RELATION TO THE DEMOLITION AND REMOVAL OF A ONE AND ONE HALF STORY WOOD FRAME ONE FAMILY DWELLING, AND REMOVAL OF ALL LITTER AND DEBRIS FROM SAID PREMISE LOCATED ON THE NORTH SIDE OF HOFFMAN AVENUE, 40 FEET EAST OF 5TH STREET. SEC 32, BLOCK 411, AND LOT (S) 2, A/K/A 2282 HOFFMAN AVENUE, ELMONT, TOWN OF HEMPSTEAD, NEW YORK.

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

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

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

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

WHEREAS, the services of B & A Commercial, Inc. at 70 New Street, Oceanside, New York 11572, 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 703-2017; and

WHEREAS, the Commissioner of the Department of Buildings directed B & A Commercial, Inc. to demolish and remove an unsafe one and one half story wood frame one family dwelling, located at 2282 Hoffman Avenue, Elmont; and

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$66,019.00, the cost associated with the emergency services provided at 2282 Hoffman Avenue, 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 \$66,269.00 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES: Item #

Case #

14
6542

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AWARDED FORMAL BID NO. 37-2018 FOR THE DEMOLITION AND REMOVAL OF A TWO STORY WOOD FRAME ONE FAMILY DWELLING AND REMOVAL OF ALL LITTER AND DEBRIS FROM PREMISES, SAID PREMISES IS LOCATED ON THE SOUTH SIDE OF SOUTHERN PARKWAY, 51 FEET EAST OF FULLERTON AVENUE, SECTION 36, BLOCK 138 AND LOT (S) 3, A/K/A 526 SOUTHERN PARKWAY, UNIONDALE, TOWN OF HEMPSTEAD, NEW YORK. APPROVED BY TOWN BOARD RESOLUTION NO 1326-2017, ADOPTED OCTOBER 3, 2017, AUTHORIZING THE DEMOLITION AND REMOVAL OF A TWO STORY WOOD FRAME ONE FAMILY DWELLING AND REMOVAL OF ALL LITTER AND DEBRIS FROM THE SITE.

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 structure located at 526 Southern Parkway, Uniondale, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures"; and

WHEREAS, the following bids were received on February 28, 2018, and referred to the Building Department for review:

| <u>No.</u> | <u>Name & Address of Bidder</u> | <u>Bid Proposal Amount</u> |
|------------|--|----------------------------|
| 1. | Premium Contracting Services Inc. 239 Madison Avenue Island Park, New York 11558 | \$34,600.00 |
| 3. | Russo Development Enterprises Inc. 67 East Avenue Lawrence, New York 11559 | \$61,555.00 |
| 2. | B & A Commercial, Inc. 70 New Street Oceanside, New York 11572 | \$62,000.00 |

WHEREAS, The Commissioner of the Building Department recommends said bid Premium Contracting Services Inc., 239 Madison Avenue, Island Park, New York 11558, as in the best interest of the Town of Hempstead and;

WHEREAS, Premium Contracting Services Inc., 239 Madison Avenue, Island Park, New York 11558, was selected on May 8, 2018.

NOW THEREFORE, BE IT

RESOLVED, that Formal Bid #37-2018 for the demolition and removal of the two story wood frame one family dwelling and removal of all litter and debris from premises, located on the South side of Southern Parkway, 51 feet East of Fullerton Avenue, Sec. 36, Block 138 and Lot(s) 3, A/K/A 526 Southern Parkway, Uniondale, Town of Hempstead, is hereby awarded to Premium Contracting Services Inc., 239 Madison Avenue, Island Park, New York 11558 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:

Recommended for Approval by:

AYES:

NOES:

Item #

15

Page #

6542

CASE NO.

RESOLUTION NO.

Adopted:

Councilman

offered the following resolution and moved its adoption as follows:

RESOLUTION AUTHORIZING THE DEPARTMENT OF HUMAN RESOURCES TO EXECUTE A PERSONAL SERVICE CONTRACT WITH THE CORPORATION OF EMPOWER ME COACHING, LLC, FOR HUMAN RESOURCES RELATED CONSULTING SERVICES FOR THE YEAR 2018

WHEREAS, it is necessary to employ a human resources consultant to provide advice with regard to human resources practices, employment and civil service procedures and laws, as well as town policies related to personnel and health administration.

WHEREAS, the corporation of Empower Me Coaching, LLC, has an extensive background and experience in all phases of employment, and is deemed to be highly qualified to act as human resources consultant to Town, and

WHEREAS, this Town Board deems it to be in the public interest to engage the corporation of Empower Me Coaching, LLC, for the purpose of rendering consultation and advice in the field of human resources and employment for the year 2018.

NOW THEREFORE, BE IT

RESOLVED, the Department of Human Resources, hereby is authorized to execute a contract for human resources consulting services by and between the Town of Hempstead, and Empower Me Coaching, LLC, 50 Little Neck Road, Centerport, N.Y. 11721, for the purpose of rendering consultation and assistance in the area of human resources and employment practices for the calendar year 2018 and BE IT FURTHER

RESOLVED, that the Department of Human Resources, hereby is authorized to make payments in the amount of \$150.00 per hour not to exceed \$2,750.00 for services rendered and BE IT FURTHER

RESOLVED, that said fee shall be paid from the General Fund "Fees and Services" account number 010-012-9000-4151.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 16
Case # 29840

CASE NO. 25843

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved

its adoption:

RESOLUTION GRANTING OF THE APPLICATION OF
ELMONT/BELMONT STAKES PARADE/GYO FOR A PARADE
PERMIT FOR A PARADE HELD IN ELMONT, NEW YORK, ON
JUNE 02, 2018.

WHEREAS, Claudine Hall of Elmont, New York, Parade Committee of the Elmont/Belmont Stakes Parade/GYO, New York has filed an application with the Town Clerk of the Town of Hempstead, for a Parade Permit for a Parade to be held in Elmont, New York, on June 02, 2018 from 10:00 AM to 11:30 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 Claudine Hall, Parade Committee of the Elmont/Belmont Stakes Parade/GYO, 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 #

19

Case #

25843

CASE NO. 25843

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved
its adoption:

RESOLUTION GRANTING OF THE APPLICATION OF PFC JOHN J. OLIVERI, POST 1582 FOR A PARADE PERMIT FOR A PARADE HELD IN INWOOD, NEW YORK, ON MAY 27, 2018.

WHEREAS, Fran Santora of Cedarhurst, New York, Post Commander of the PFC JOHN J. OLIVERI, POST 1582, New York has filed an application with the Town Clerk of the Town of Hempstead, for a Parade Permit for a Parade to be held in Inwood, New York, on May 27, 2018 from 12:00 PM to 1:15 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 Fran Santora, Post Commander of the PFC JOHN J. OLIVERI, POST 1582, 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 # 17

Case # 25843

CASE NO. 25843

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved

its adoption:

RESOLUTION GRANTING OF THE APPLICATION OF FRIENDS OF ISRAEL DISABLED VETERANS FOR A PARADE PERMIT FOR A K-RUN HELD IN NORTH WOODMERE, NEW YORK, ON APRIL 29, 2018.

WHEREAS, Isaac Seinuk of Valley Stream, New York, Race Director of the Friends of Israel Disabled Veterans, New York has filed an application with the Town Clerk of the Town of Hempstead, for a Parade Permit for a K-Run to be held in North Woodmere, New York, on April 29, 2018 from 10:00 AM to 11:00 AM and

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the of the aforesaid application of Isaac Seinuk, Race Director of the Friends of Israel Disabled Veterans, 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 #

19

Case #

25843

CASE NO. 25843

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved
its adoption:

RESOLUTION GRANTING OF THE APPLICATION OF TOWN OF
HEMPSTEAD DEPT OF PARKS AND RECREATION FOR A
PARADE PERMIT FOR A K-RUN HELD IN POINT LOOKOUT,
NEW YORK, ON SEPTEMBER 08, 2018.

WHEREAS, Lonnie Werner of Hempstead, New York, Recreation
Coordinator of the Town of Hempstead Dept of Parks and Recreation, New York
has filed an application with the Town Clerk of the Town of Hempstead, for a
Parade Permit for a K-Run to be held in Point Lookout, New York, on September
08, 2018 from 8:00 AM to 1:00 PM and

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the of the aforesaid application of Lonnie Werner,
Recreation Coordinator of the Town of Hempstead Dept of Parks and Recreation,
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 #

17

Case #

25843

CASE NO. 25843

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved
its adoption:

RESOLUTION GRANTING OF THE APPLICATION OF CAR- LESS
LONG ISLAND FOR A PARADE PERMIT FOR A PARADE HELD IN
UNIONDALE, NEW YORK, ON APRIL 28, 2018.

WHEREAS, Sylvia Silberger of Hempstead, New York, Chair of the Car-
Less Long Island, New York has filed an application with the Town Clerk of the
Town of Hempstead, for a Parade Permit for a Parade to be held in Uniondale,
New York, on April 28, 2018 from 9:30 AM to 11:00 AM and

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the of the aforesaid application of Sylvia Silberger, Chair
of the Car- Less Long Island, be and the same is hereby GRANTED, subject to all
the provisions of Chapter 117 entitled Parades, Code of the Town of Hempstead

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

17

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 LEVITTOWN NORTH BASEBALL ASSOC. FOR A PARADE PERMIT FOR A PARADE HELD IN WANTAGH, NEW YORK, ON APRIL 14, 2018. RAIN DATE: APRIL 15, 2018.

WHEREAS, Walter Hetzel of Levittown, New York, Commissioner of the Levittown North Baseball Assoc., New York has filed an application with the Town Clerk of the Town of Hempstead, for a Parade Permit for a Parade to be held in Wantagh, New York, on April 14, 2018, Rain Date: April 15, 2018, from 10:00 AM to 11:00 AM and

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the GRANTING of the aforesaid application of Walter Hetzel, Commissioner of the Levittown North Baseball Assoc., 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 #

17

Case #

25843

CASE NO. 25843

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved
its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE GRANTING OF THE APPLICATION OF WANTAGH LITTLE LEAGUE FOR A PARADE PERMIT FOR A PARADE HELD IN WANTAGH, NEW YORK, ON APRIL 14, 2018.

WHEREAS, Harold Ball of Wantagh, New York, Board Member of the Wantagh Little League, New York has filed an application with the Town Clerk of the Town of Hempstead, for a Parade Permit for a Parade to be held in Wantagh, New York, on April 14, 2018 from 9:30 AM to 11:00 AM and

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the GRANTING of the aforesaid application of Harold Ball, Board Member of the Wantagh Little League, 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 # 17

C. 25843

CASE NO. 25843

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved
its adoption:

RESOLUTION GRANTING OF THE APPLICATION OF W.T. CLARKE
MS/HS FOR A PARADE PERMIT FOR A PARADE HELD IN
WESTBURY, NEW YORK, ON APRIL 28, 2018.

WHEREAS, John Friedman of Westbury, New York, Race Coordinator of
the W.T. Clarke MS/HS, 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
Westbury, New York, on April 28, 2018 from 8:30 AM to 10:30 AM and

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the of the aforesaid application of John Friedman, Race
Coordinator of the W.T. Clarke MS/HS, 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 #

17

Case #

25843

RESOLUTION NO.

CASE NO. 461

RESOLUTION RE: ACCEPTING MICHAEL SIMMONS & JOSEPH WISNIEWSKI AS AN ACTIVE MEMBERS IN THE MERRICK HOOK AND LADDER COMPANY NO.1, MERRICK, NEW YORK.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLVED, that the action of MERRICK HOOK AND LADDER COMPANY NO. 1, MERRICK, NEW YORK in accepting MICHAEL SIMMONS, residing at 32 Montague Avenue, Merrick, New York 11566 and JOSEPH WISNIEWSKI, residing at 177 Bedford Avenue, Merrick, New York 11566, into the Company rolls as a members, be and the same hereby is ratified and approved.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

18

Case #

461

CASE NO.

RESOLUTION NO.

ADOPTED

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE AWARD OF A BID FOR ROOF REPAIRS AND REPLACEMENTS AT VARIOUS BUILDINGS THROUGHOUT THE TOWN OF HEMPSTEAD DEPARTMENT OF WATER SERVICE AREA, NASSAU COUNTY NEW YORK PW#4-18

WHEREAS, the Commissioner of General Services solicited bids for the Contract for the Roof Repairs and Replacements at Various Buildings Throughout The Town of Hempstead Department of Water Service Area, Nassau County, New York PW #4-18 (the "Contract"); and

WHEREAS, the bids submitted pursuant to such advertisement were opened and read in the office of the Commissioner of General Services on March 27, 2018, and

WHEREAS, the following bids were received and referred to the Department of Water for examination and report:

| <u>Bidder</u> | <u>Total Comparison Bid</u> | |
|---------------------------|-----------------------------|-------|
| Long Island Roofing | \$ 248,640.00 | |
| Milcon Construction Corp. | \$ 317,400.00 | |
| Outer-County Construction | \$ 486,676.00 | , and |

WHEREAS, after a review of the bids, the Commissioner of the Department of Water has recommended that the Contract be awarded to Long Island Roofing as the lowest responsible bidder with a bid price not to exceed the amount of \$ 248,640.00; and

WHEREAS, consistent with the Commissioner of the Department of Water's recommendation, the Town Board desires to authorize the award of the Contract to Long Island Roofing.

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board hereby awards the Contract to Long Island Roofing, 4 Westwind Court, Huntington, New York 11743, as the lowest responsible bidder at its bid price of \$248,640.00; AND BE IT FURTHER

RESOLVED, that upon execution of the contract by Long Island Roofing and submission of the required bidder's performance bond and insurance, and approval thereof by the Town Attorney, the Commissioner of the Department of Water be and he is hereby authorized to execute the Contract on behalf of the Town of Hempstead; AND BE IT FURTHER

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

RESOLVED, that the Comptroller hereby is authorized and directed to make payments in accordance with the Contract executed by the successful bidder from the following accounts in the amounts shown; Levittown Water District funds Acct no. 8582-507-8582-5010 for an amount not to exceed \$ 93,275.61 (ninety-three thousand, two hundred seventy five dollars and sixty one cents); Levittown Water District funds Acct no. 8649-507-8649-5010 for an amount not to exceed \$ 38,864.39 (thirty-eight thousand, eight hundred sixty four dollars and thirty nine cents); Uniondale Water District funds Acct no. 8610-507-8610-5010 for an amount not to exceed \$ 46,944.14 (forty-six thousand, nine hundred forty four dollars and fourteen cents); Uniondale Water District funds Acct no. 8620-507-8620-5010 for an amount not to exceed \$ 20,555.86 (twenty thousand, five hundred fifty five dollars and eighty six cents); East Meadow Water District funds Acct no. 8581-507-8581-

item # 19

Case # 14759

5010 for an amount not to exceed \$ 36,000.00 (thirty six thousand dollars and no cents) and East Meadow Water District funds Acct. no. 8633-507-8633-5010 for an amount not to exceed \$ 13,000.00 (thirteen thousand dollars and no cents), total contract amount netto exceed \$ 248,640.00 (two hundred forty-eight thousand, six hundred forty dollars and no cents).

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 MONETARY GIFT
FROM AGEWELL NEW YORK, LLC FOR SUPPORT
OF SENIOR CITIZENS' PROGRAMS OF THE
TOWN OF HEMPSTEAD DEPARTMENT OF SENIOR
ENRICHMENT.

WHEREAS, the Town Of Hempstead provides educational,
social, recreational, and cultural programs (the "Programs") to
the elderly through the Department of Senior Enrichment; and

WHEREAS, Agewell New York, LLC ("Agewell") has offered to
make a monetary gift for the purpose of funding the Programs in
the amount of six thousand one hundred dollars (\$6,100.00); and

WHEREAS, pursuant to Section 64 (8) of the Town Law of the
State of New York governing the acceptance of gifts by a town
board, the Town Board deems it to be in the public interest to
accept the above-mentioned gift; and

NOW, THEREFORE, BE IT

RESOLVED that the Town board hereby gratefully accepts the
gift from Agewell in the amount of six thousand one hundred
dollars (\$6,100.00) for the purpose of funding the Programs; and
be it further

RESOLVED, that the Comptroller be and he hereby is
authorized and directed to accept funds donated by Agewell in
the amount of six thousand one hundred dollars (\$6,100.00), to
be deposited into the Code 010-004-6772-2705, Town General Fund
Gifts and Donations Revenue Account.

The foregoing resolution was adopted upon roll call as
follows:

AYES:

NOES:

Item #

20

Case #

21943

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution

and moved its adoption:

RESOLUTION AUTHORIZING THE AWARD OF A LETTER BID FROM JLC ENVIRONMENTAL CONSULTANTS, INC. FOR ON-CALL CONTRACT FOR AIR MONITORING AT VARIOUS TOWN FACILITIES, TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK.

WHEREAS, the Commissioner of the Department of General Services (the "Commissioner") solicited sealed letter bids from eight contractors via certified mail for on-call contract for air monitoring at various town facilities, Town of Hempstead, Nassau County, New York (the "Project"); and

WHEREAS, the following sealed letter bids were received and opened in the Commissioner's office on October 5, 2017:

JLC Environmental Consultants, Inc.
243 W. 30th Street Suite 701
New York, New York 10001

\$9,103.50/one year

Airtek Environmental Corp.
39-37 29th Street
Long Island City, New York 11101

\$10,780.00/one year

Jet Enviro Consulting
114 Wedgewood Drive
Coram, New York 11727

Disqualified (received after due date)

WHEREAS, after a review of the bids, the Commissioner has recommended that the contract for the Project be awarded to JLC Environmental Consultants, Inc., 243 W 30th Street, Suite 701, New York, New York 10001, ("the Contractor") as the lowest responsible bidder at its price of \$9,103.50 for one year of service with an option to renew by the Town for an additional one year period; and

WHEREAS, the Town Board after due deliberation, deems that the acceptance of the lowest sealed letter bid from JLC Environmental Consultants, Inc. is reasonable and in the best public interest; and

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board hereby awards a contract to the Contractor for the Project, as the lowest responsible bidder, at its bid price of \$9,103.50 for one year of service with an option to renew by the Town for an additional one year period, and be it further

Item #

21

Case #

8397

RESOLVED, that upon execution of the contract by the Contractor, and submission of the required performance bond and insurance, and approval thereof by the Town Attorney, the Commissioner be and he hereby is authorized to execute said contract on behalf of the Town of Hempstead; and

BE IT FURTHER,

RESOLVED, that the bidder's performance bond and insurance when approved by the Town Attorney as to form, and a copy of the executed agreement be filed in the Office of the Town Clerk; and

BE IT FURTHER,

RESOLVED, that the Comptroller is authorized and directed to pay the cost of the Project in accordance with the contract for a period of one year beginning upon award of contract with the option to renew for an additional one year period with payments not to exceed \$18,207.00 for a two year period with said payments to be made from the Department of General Services Account Number 010-001-1490-4090, Building Maintenance; and

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution

And moved its adoption:

RESOLUTION AUTHORIZING THE RATIFICATION AND CONFIRMATION OF EMERGENCY WINTER PREVENTATIVE MAINTENANCE PERFORMED BY JOHNSON CONTROLS, INC. ON THE YORK ABSORPTION WORKS CHILLER LOCATED IN NEW TOWN HALL, ONE WASHINGTON STREET, TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK.

WHEREAS, the Commissioner of General Services (the "Commissioner") has jurisdiction over the maintenance of the HVAC equipment located at One Washington Street, Town of Hempstead, Nassau County, New York ("Town Hall Complex"); and

WHEREAS, the York Absorption Works Chiller, manufactured by Johnson Controls, Inc., 6A Aerial Way, Syosset, New York 11791 (the "Contractor"), is part of the Town's HVAC equipment; and

WHEREAS, pursuant to a maintenance agreement with the Town, the Contractor performed emergency preventative maintenance by winterizing the HVAC equipment (the "Services"); and

WHEREAS, the Contractor satisfactorily performed said services; and

WHEREAS, the Services performed by the Contractor did not exceed \$9,808.48 (Nine Thousand Eight Hundred Eight Dollars and Forty Eight Cents) and is deemed fair and equitable by the Commissioner; and

WHEREAS, the Town found it to be in the best interests of the Town to authorize the Services provided by the Contractor and payment to the Contractor in the sum of \$9,808.48.

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board hereby authorizes payment to the Contractor in the sum of \$9,808.48, as payment for the Services performed for the Town under the maintenance agreement between the Contractor and the Town; and be it further

RESOLVED, that the Comptroller is authorized and directed to pay the cost of the Services \$9,808.48 (Nine Thousand Eight Hundred Eight Dollars and Forty Eight Cents) to the Contractor, and the sum is to be charged against the Department of General Services Building Maintenance Account No. 010-001-1490-4090.

The foregoing resolution was adopted upon roll call as follows:

AYES:

Item #

22

NOES:

Case #

8397

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING ACCEPTANCE OF PROPOSAL FROM
CARRIER COMMERCIAL SERVICES FOR THE PURCHASE AND
REPLACEMENT OF FOUR ROOFTOP HVAC UNITS AT THE MALONE
MULHALL RECREATION CENTER

WHEREAS, the Department of Parks & Recreation has determined that the air-conditioning/heating ("HVAC") units located at the Malone Mulhall Recreation Center, home for the Town's widely acclaimed ANCHOR programs, are malfunctioning and beyond the state of reasonable repair; and

WHEREAS, Carrier Commercial Services has submitted a written proposal dated April 2, 2018 to the Department of Parks & Recreation to furnish and install four brand new Carrier Rooftop units to replace the existing defecting HVAC units at an estimated cost of \$342,510.00 plus applicable taxes; and

WHEREAS, the subject proposal from Carrier Commercial Services has been submitted pursuant to and in accordance with New York State Contract Group Title 77201 (Security & Facility Systems & Solutions), Award Number 20191; said New York State Contract having an effective Contract period of August 27, 2007 through August 26, 2020 as well as a "piggy back" provision enabling New York State political subdivisions including, but not limited to, local governments to utilize this particular New York State Contract; and

WHEREAS, the Commissioner of the Department of Parks & Recreation has recommended acceptance of the proposal from Carrier Commercial Services to the Town Board and it appears that Carrier Commercial Services is duly qualified.

NOW, THEREFORE, BE IT

RESOLVED, that the Commissioner of the Department of Parks & Recreation be and is hereby authorized to accept the proposal for the purchase and installation of four new Carrier Rooftop HVAC units at the Malone Mulhall Recreation Center and execute any and all related contract documents; and

BE IT FURTHER

RESOLVED, that the Town Comptroller be and is hereby authorized to make payments from Account # 7810-509-7810, Construction of Camp Anchor Park Facility.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

23

Case #

5 8397 + 16531

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

To: Rebecca Sinclair, Executive Assistant
From: Philip R. Brookmeyer, Counsel to Commissioner
Date: April 5, 2018
Re: Resolution Authorizing Commissioner to Accept a Proposal from Carrier Commercial Services

The attached Town Board Resolution is being forwarded for consideration in conjunction with the request of the Department of Parks & Recreation to have the Commissioner accept a written proposal from Carrier Commercial Services for the replacement of four failing rooftop HVAC units at the Town's Malone Mulhall Recreation Center, which is home to the Town's ANCHOR programs.

Briefly stated, the four rooftop HVAC units at the Malone Mulhall Recreation Center are failing and beyond reasonable repair. As reflected in the attached TBR, the Carrier Commercial Services proposal to replace the defective HVAC units has been submitted in accordance with a NYS Contract which contains a "piggy back" provision that enables local municipal governments within the State to utilize the State Contract without the necessity putting the contract out for competitive bids.

Copies of the following relevant documents are attached: (i) the written proposal from Carrier Commercial Services dated April 2, 2018; (ii) Public Disclosure Statement signed by Carrier Commercial; and (iii) Carrier Commercial Services Form W-9.

Thank you for your assistance and please do not hesitate to contact me if you have any follow up questions. It is respectfully requested that this Resolution be placed on the April 24th Town Board Calendar, particularly because the subject proposal price estimates have an expiration date that would be triggered if the Town delays acceptance of the proposal.

Philip R. Brookmeyer



Counsel to Commissioner

Cc: Daniel Lino, Commissioner
Christopher Cianculli, Chief of Staff – Town Board



April 2, 2018

Town of Hempstead
Malone Mulhall Recreation Center
630 Lido Blvd.
Long Beach, NY 11561

Attention: Mr. Daniel Lino

Subject: Turnkey Rooftop unit replacements estimate

Contract: Security and Facility Systems and Solutions
Group: 77201
Award: 20191
Contract # PT67409
Contractor: Carrier Corporation
Offerings: Carrier Chillers/HVAC, Labor
Lots: 3 (Product, Installation, System Integration, and Maintenance)
Eff Date: January 9, 2017

Dear Mr. Lino,

Carrier Commercial Service is pleased to submit our turnkey project **estimate** to replace 4 rooftop units located at Malone Mulhall Recreation Street with 4 new Carrier Rooftop units at the same tonnages with special coating.

Equipment specific Information:

- (2) 25 Tons, (1) 15 Tons, (1) 7.5 Tons cooling capacity, High Efficiency, Gas Fired Packaged Rooftop units
- Puron Refrigerant R-410a
- Two stage cooling with Humidi-MiZer
- High Static Option (vertical Models)
- Electromechanical Controls
- Enthalpy Economizer
- Barometric relief
- 2 speed fan control
- Non fused disconnect
- Dry spray with Ameron PSX-700 & Blygold for additional protection against the environmental conditions of the site
- Curb adaptor for each rooftop unit.

- New thermostats
- Factory startup
- 5 year parts and labor warranty

Installation Detail

- Recover and recycle the refrigerant and oil from the existing units.
- LOTO electrical power and disconnect from the existing units
- Disconnect the ductwork and gas piping
- Demo and remove rooftop units, ductwork and dispose of scrap
- Receive the new units and curb adaptors at the riggers yard, truck to the job site and rig in place with a crane
- Reconnect power wiring, modify conduits if necessary.
- Reconnect control wiring using new thermostats
- Install and commission economizer hoods and barometric dampers
- Modify gas piping and connect to the new units
- Provide reconnections of existing fire alarm shut down circuits
- Fabricate and install new ductwork to the existing connections on the roof
- Perform factory startup and system commissioning
- Carrier Project Management
- W/MBE compliance
- Certified payroll
- Air balancing of systems
- Clean work area
- Operator training

Exclusions

- Asbestos abatement
- MEP or structural engineering (if required)
- Filing and permits and any fees
- Overtime

Estimate:

The estimated pricing contained as part of this proposal is in accordance with the terms and conditions set forth in NY State OGS Agreement:

Contract: Security and Facility Systems and Solutions
 Group: 77201
 Award: 20191
 Contract # PT67409
 Contractor: Carrier Corporation
 Offerings: Carrier Chillers/HVAC, Labor
 Lots: 3 (Product, Installation, System Integration, and Maintenance)
 Eff Date: January 9, 2017

Carrier Commercial Service
500 Bi-County Blvd. Suite 160
Farmingdale, New York 11735



Carrier
A United Technologies Company

Carrier Commercial Service is providing labor and material to complete the aforementioned turnkey rooftop replacement project for.....\$342,510.00 plus applicable taxes. Please note that this price will vary based on actual expenditures as per OGS contract.

Payment Terms: Progress billing as follows:

| | |
|--|---------------------|
| Shop drawings/submittals | \$ 10,000.00 |
| At the time of the equipment order | \$162,600.00 |
| Rigging the units, completion of ductwork, electrical | \$149,910.00 |
| Startup | \$ 15,000.00 |
| Training | \$ 5,000.00 |

Quoted price includes labor (on a straight-time basis) materials as outlined, supervision, transportation and tools. The price quoted herein shall be firm for a period of thirty (30) days from the date hereof.

All overtime work but not discussed prior to award will be extra. Services other than quoted will be performed only upon your authorization,

Carrier shall not be required to identify, detect, encapsulate, or remove asbestos, products or materials containing asbestos or similar hazardous substances.

We appreciate your consideration of this quotation. Should you have any questions feel free to call me on my cell phone 516-945-4011 to discuss in further detail.

Thank you for this opportunity to provide Carrier Products and Services.

Sincerely

Acceptance:

Alex Akkoc

Alex Akkoc
Senior Account Executive
Carrier Commercial Service



CARRIER CORPORATION

TERMS AND CONDITIONS OF SALE – EQUIPMENT AND/OR SERVICE

1. **PAYMENT AND TAXES-** Payment shall be made net 30 days from date of invoice. Carrier reserves the right to require cash payment or other alternative method of payment prior to shipment or completion of work if Carrier determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. In addition to the price, the Customer shall also pay Carrier any taxes or government charges arising from this Agreement. If the Customer claims that any such taxes or government charges do not apply to the transactions governed by this Agreement, Customer shall provide Carrier with acceptable tax exemption certificates or other applicable documents.
2. **EXTRAS-** Equipment, parts or labor in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization and paid for as an extra and subject to the terms of this Agreement.
3. **RETURNS-** No items will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.
4. **SHIPMENT-** All shipments shall be F.O.B. shipping point, freight prepaid and allowed to the job site. Shipment dates quoted are approximate. Carrier does not guarantee a particular date for shipment or delivery.
5. **PARTIAL SHIPMENT-** Carrier shall have the right to ship any portion of the equipment included in this Agreement and invoice Customer for such partial shipment.
6. **DELAYS-** Carrier shall not be liable for delays in manufacturing, shipping or delivery by causes beyond the control and without the fault or negligence of Carrier, including but not restricted to acts of God, acts of a public enemy, acts of government, acts of terrorism, fires, floods, epidemics, quarantine restrictions, freight embargoes, supplier delays, strikes, or labor difficulties (collectively "Force Majeure Events"). Carrier agrees to notify Customer in writing as soon as practicable of the causes of such delay. In the event that any materials or equipment to be provided by Carrier under this Agreement become permanently unavailable as a result of a Force Majeure Event, Carrier shall be excused from furnishing such materials or equipment.
7. **WARRANTY-** Carrier warrants that all equipment manufactured by Carrier Corporation and all Carrier equipment, parts or components supplied hereunder will be free from defects in material and workmanship. Carrier shall at its option repair or replace, F.O.B. point of sale, any equipment, part or component sold by Carrier and determined to be defective within one (5) years from the date of initial operation or sixtyeight (68) months from date of shipment, whichever is earlier. Carrier does not warrant products not manufactured by Carrier Corporation, but it does pass on to Customer any transferrable manufacturer warranties for those products. Carrier warrants that all service provided by Carrier hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, Carrier shall at its option re-perform or issue a credit for such service. Carrier's obligation to repair or replace any defective equipment, parts or components during the warranty period shall be Customer's exclusive remedy. Carrier shall not be responsible for labor charges for removal or reinstallation of defective equipment, parts or components, for charges for transportation, handling and shipping or refrigerant loss, or for repairs or replacement of such equipment, parts or components, required as a consequence of faulty installation, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than Carrier.

THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
8. **WORKING HOURS-** All services performed under this Agreement including major repairs, are to be provided during Carrier's normal working hours unless otherwise agreed.
9. **ADDITIONAL SERVICE-** Services or parts requested by Customer in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization and invoiced at Carrier's prevailing labor rates and parts charges. Additional services or parts shall be supplied under the terms of this Agreement.
10. **CUSTOMER RESPONSIBILITIES (Service Contracts only) - Customer shall:**
 - Provide safe and reasonable equipment access and a safe work environment.
 - Permit access to Customer's site, and use of building services including but not limited to: water, elevators, receiving dock facilities, electrical service and local telephone service.
 - Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified service.
 - Promptly notify Carrier of any unusual operating conditions.
 - Upon agreement of a timely mutual schedule, allow Carrier to stop and start equipment necessary to perform service.
 - Provide adequate water treatment.
 - Provide the daily routine equipment operation (if not part of this Agreement) including availability of routine equipment log readings.
 - Where Carrier's remote monitoring service is provided, provide and maintain a telephone line with long distance direct dial and answer capability.
 - Operate the equipment properly and in accordance with instructions.
 - Promptly address any issues that arise related to mold, fungi, mildew or bacterial
 - Identify and label any asbestos containing material that may be present. The customer will provide, in writing, prior to the start of a job, a signed statement regarding the absence or presence of asbestos for any job where the building or the equipment to be serviced is older than 1981. Should this document state that no asbestos is present, the customer will also provide in writing the method used to determine the absence of asbestos.



11. **EXCLUSIONS**— Carrier is not responsible for items not normally subject to mechanical maintenance including but not limited to: duct work, casings, cabinets, fixtures, structural supports, grillage, water piping, steam piping, drain piping, cooling tower fill, boiler tubes, boiler refractory, disconnect switches and circuit breakers. Carrier is not responsible for repairs, replacements, alterations, additions, adjustments, repairs by others, unscheduled calls or emergency calls, any of which may be necessitated by negligent operation, abuse, misuse, prior improper maintenance, vandalism, obsolescence, building system design, damage due to freezing weather, chemical/electrochemical attack, corrosion, erosion, deterioration due to unusual wear and tear, any damage related to the presence of mold, fungi, mildew, or bacteria, damage caused by power reductions or failures or any other cause beyond Carrier's control. Carrier shall not be required to perform tests, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authority. However, in the event any such recommendations occur, Carrier, at its option, may submit a proposal for Customer's consideration in addition to this Agreement. Carrier shall not be required to repair or replace equipment that has not been properly maintained.
12. **EQUIPMENT CONDITION & RECOMMENDED SERVICE (Service Contracts only)** — Upon the initial scheduled operating and/or initial annual stop inspection, should Carrier determine the need for repairs or replacement, Carrier will provide Customer in writing an "equipment condition" report including recommendations for corrections and the price for repairs in addition to this Agreement. In the event Carrier recommends certain services (that are not included herein or upon initial inspection) and if Customer does not elect to have such services properly performed in a timely fashion, Carrier shall not be responsible for any equipment or control failures, operability or any long-term damage that may result. Carrier at its option will either continue to maintain equipment and/or controls to the best of its ability, without any responsibility, or remove such equipment from this Agreement, adjusting the price accordingly.
13. **PROPRIETARY RIGHTS (Service Contracts only)**- During the term of this Agreement and in combination with certain services, Carrier may elect to install, attach to Customer equipment, or provide portable devices (hardware and/or software) that shall remain the personal proprietary property of Carrier. No devices installed, attached to real property or portable device(s) shall become a fixture of the Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices that are used in connection with providing service on Customer equipment.
14. **WAIVER OF DAMAGES**- Under no circumstances shall Carrier be liable for any incidental, special or consequential damages, including loss of revenue, loss of use of equipment or facilities, or economic damages based on strict liability or negligence.
15. **LIMITATION OF LIABILITY**- Carrier's maximum liability for any reason (except for personal injuries) arising from this Agreement shall not exceed the value of the Agreement.
16. **CANCELLATION**- Customer may cancel this Agreement only with Carrier's prior written consent, and upon payment of reasonable cancellation charges. Such charges shall take into account costs and expenses incurred, and purchases or contract commitments made by Carrier and all other losses due to the cancellation including a reasonable profit.
17. **CUSTOMER TERMINATION FOR CARRIER NON-PERFORMANCE** — Customer shall have the right to terminate this Agreement for Carrier's non-performance provided Carrier fails to cure such non-performance within 30 days after having been given prior written notice of the non-performance. Upon early termination or expiration of this Agreement, Carrier shall have free access to enter Customer locations to disconnect and remove any Carrier personal proprietary property or devices as well as remove any and all Carrier-owned parts, tools and personal property. Additionally, Customer agrees to pay Carrier for all incurred but unamortized service costs performed by Carrier including overheads and a reasonable profit.
18. **CARRIER TERMINATION** — Carrier reserves the right to discontinue its service any time payments have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and Carrier.
19. **CLAIMS**- Any suits arising from the performance or nonperformance of this Agreement, whether based upon contract, negligence, and strict liability or otherwise, shall be brought within one (1) year from the date the claim arose.
20. **GOVERNMENT PROCUREMENTS**- The components, equipment and services provided by Carrier are "commercial items" as defined in Section 2.101 of the Federal Acquisition Regulations ("FAR"), and the prices of such components, equipment and services are based on Carrier's commercial pricing policies and practices (which do not consider any special requirements of U.S. Government cost principles, FAR Part 31, or any similar procurement regulations). As such, Carrier will not agree to provide or certify cost or pricing data, nor will Carrier agree to comply with the Cost Accounting Standards (CAS). In addition, no federal government procurement regulations, such as FARs or DFARs, shall apply to this Agreement except those regulations expressly accepted in writing by Carrier.
21. **HAZARDOUS MATERIALS**- Carrier is not responsible for the identification, detection, abatement, encapsulating or removal of asbestos, products or materials containing asbestos, similar hazardous substances, or mold, fungi, mildew, or bacteria. If Carrier encounters any asbestos or other hazardous material while performing this Agreement, Carrier may suspend its work and remove its employees from the project, until such material and any hazards associated with it are abated. The time for Carrier's performance shall be extended accordingly, and Carrier shall be compensated for the delay.
22. **WASTE DISPOSAL** - Customer is wholly responsible for the removal and proper disposal of waste oil, refrigerant and any other material generated during the term of this Agreement.
23. **SUPERSEDE, ASSIGNMENT and MODIFICATION**- This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral or written, statements. Customer may assign this

Agreement only with Carrier's prior written consent. No modification to this Agreement shall be binding unless in writing and signed by both parties.

24. **CUSTOMER CONSENT** - Customer consents and agrees that Carrier may, from time to time, publicize Carrier related projects with Customer, including the value of such projects, in all forms and media for advertising, trade, and any other lawful purposes.
25. Town of Hempstead will be added to our insurance certificate as additionally insured .

Council Members
DOROTHY L. GOOSBY
EDWARD A. AMBROSINO
BRUCE A. BLAKEMAN
ERIN KING SWEENEY
ANTHONY P. D'ESPOSITO
DENNIS DUNNE, SR.

SYLVIA A. CABANA
Town Clerk

DONALD X. CLAVIN, JR.
Receiver of Taxes

DANIEL LINO
Commissioner

Town of Hempstead

Department

of

Parks & Recreation

200 NORTH FRANKLIN STREET, HEMPSTEAD, N.Y. 11550-
1390

(516) 292-9000 FAX# (516) 292-0577



LAURA A. GILLEN
Supervisor

Contractors / Vendors

Public Disclosure Statement

1. Contractors / Vendors Name Carrier Corporation

Address 13995 Pasteur Blvd.

City and State Palm Beach Gardens, FL Zip Code 33418

2. Contracting Department's Name Carrier Commercial Service

Address 1350 Broadway New York, NY 10018

3. Payee Identification or Social Security No. [REDACTED]

4. Type of Business: Corporation Partnership

5. Table of Organization. List Names and Addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, names and addresses of all partners, names and addresses of all corporate officers.

Please see www.UTC.com

6. List all names and addresses of those individual shareholders holding more than five percent (5%) interest in the firm including the specific % of ownership interest.

Carrier Corporation is a wholly owned subsidiary of United Technologies Corporation which is a publicly traded corporation.

7. Signature Alex Altos

Title Account Executive Date 4/4/2013

42b

TF-13

Board of Directors

Our 13-member Board of Directors includes our Chairman & Chief Executive Officer and 12 independent members. Board members participate on five permanent committees: Audit, Compensation, Governance and Public Policy, Executive, and Finance. The members of the three key committees – Audit, Compensation, and Governance and Public Policy – are all independent directors.



Gregory J. Hayes

[\(/Who-We-Are/Corporate-Governance/Board-of-Directors/Pages/Gregory-J-Hayes.aspx\)](/Who-We-Are/Corporate-Governance/Board-of-Directors/Pages/Gregory-J-Hayes.aspx)

Chairman & Chief Executive Officer



Lloyd J. Austin III

[\(/Who-We-Are/Corporate-Governance/Board-of-Directors/Pages/Lloyd-J-Austin.aspx\)](/Who-We-Are/Corporate-Governance/Board-of-Directors/Pages/Lloyd-J-Austin.aspx)

General, U.S. Army (Ret.) and Former Commander of U.S. Central Command



Diane M. Bryant

[\(/Who-We-Are/Corporate-Governance/Board-of-Directors/Pages/Diane-M-Bryant.aspx\)](/Who-We-Are/Corporate-Governance/Board-of-Directors/Pages/Diane-M-Bryant.aspx)

Chief Operating Officer, Google Cloud



John V. Faraci

(/Who-We-Are/Corporate-Governance/Board-of-Directors/Pages/John-V-Faraci.aspx)

Retired Chairman & Chief Executive Officer, International Paper



Jean-Pierre Garnier

(/Who-We-Are/Corporate-Governance/Board-of-Directors/Pages/Jean-Pierre-Garnier.aspx)

Chairman, Idorsia Pharmaceuticals Ltd.



Edward A. Kangas

(/Who-We-Are/Corporate-Governance/Board-of-Directors/Pages/Edward-A-Kangas.aspx)

Former Chairman & Chief Executive Officer, Deloitte, Touche, Tohmatsu



Ellen J. Kullman

(/Who-We-Are/Corporate-Governance/Board-of-Directors/Pages/Ellen-J-Kullman.aspx)

Retired Chair & Chief Executive Officer, E. I. du Pont de Nemours and Company



Marshall O. Larsen

(/Who-We-Are/Corporate-Governance/Board-of-Directors/Pages/Marshall-O-Larsen.aspx)

Retired Chairman, President & Chief Executive Officer, Goodrich Corporation



Harold W. McGraw III

(/Who-We-Are/Corporate-Governance/Board-of-Directors/Pages/Harold-W-McGraw.aspx)

Chairman Emeritus, S&P Global Inc. (formerly McGraw Hill Financial, Inc.)



Margaret (Meghan) L. O'Sullivan

(/Who-We-Are/Corporate-Governance/Board-of-Directors/Pages/Meghan-L-O'Sullivan.aspx)

Jeane Kirkpatrick Professor of the Practice of International Affairs and the Director of the Geopolitics of Energy Project at Harvard University's Kennedy School



Fredric G. Reynolds

(/Who-We-Are/Corporate-Governance/Board-of-Directors/Pages/Fredric-G-Reynolds.aspx)

Retired Executive Vice President and Chief Financial Officer, CBS Corporation



Brian C. Rogers

(/Who-We-Are/Corporate-Governance/Board-of-Directors/Pages/Brian-C-Rogers.aspx)

Non-Executive Chairman, T. Rowe Price Group, Inc.



Christine Todd Whitman

(/Who-We-Are/Corporate-Governance/Board-of-Directors/Pages/Christine-Todd-Whitman.aspx)

President, The Whitman Strategy Group

**Request for Taxpayer
 Identification Number and Certification**

Give Form to the
 requester. Do not
 send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Carrier Corporation

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:

- Individual/sole proprietor or single-member LLC
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
 C Corporation
 S Corporation
 Partnership
 Trust/estate
 Other (see instructions) ▶ _____
- Note.** For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

1350 Broadway, Suite 2300

6 City, state, and ZIP code

New York, NY 10018-7724

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type
See Specific Instructions on page 2.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

| | |
|---------------------------------------|--|
| Social security number | |
| | |
| OR | |
| Employer identification number | |
| | |

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here

Signature of U.S. person ▶

Leon Beltrillo

Date ▶

3/30/17

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

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

To: Rebecca Sinclair, Executive Assistant
From: Philip R. Brookmeyer, Counsel to Commissioner
Date: April 5, 2018
Re: Resolution Authorizing Commissioner to Accept a Proposal from Carrier Commercial Services

The attached Town Board Resolution is being forwarded for consideration in conjunction with the request of the Department of Parks & Recreation to have the Commissioner accept a written proposal from Carrier Commercial Services for the replacement of four failing rooftop HVAC units at the Town's Malone Mulhall Recreation Center, which is home to the Town's ANCHOR programs.

Briefly stated, the four rooftop HVAC units at the Malone Mulhall Recreation Center are failing and beyond reasonable repair. As reflected in the attached TBR, the Carrier Commercial Services proposal to replace the defective HVAC units has been submitted in accordance with a NYS Contract which contains a "piggy back" provision that enables local municipal governments within the State to utilize the State Contract without the necessity putting the contract out for competitive bids.

Copies of the following relevant documents are attached: (i) the written proposal from Carrier Commercial Services dated April 2, 2018; (ii) Public Disclosure Statement signed by Carrier Commercial; and (iii) Carrier Commercial Services Form W-9.

Thank you for your assistance and please do not hesitate to contact me if you have any follow up questions. It is respectfully requested that this Resolution be placed on the April 24th Town Board Calendar, particularly because the subject proposal price estimates have an expiration date that would be triggered if the Town delays acceptance of the proposal.

Philip R. Brookmeyer



Counsel to Commissioner

Cc: Daniel Lino, Commissioner
Christopher Cianculli, Chief of Staff – Town Board



April 2, 2018

Town of Hempstead
Malone Mulhall Recreation Center
630 Lido Blvd.
Long Beach, NY 11561

Attention: Mr. Daniel Lino

Subject: Turnkey Rooftop unit replacements estimate

Contract: Security and Facility Systems and Solutions
Group: 77201
Award: 20191
Contract #: PT67409
Contractor: Carrier Corporation
Offerings: Carrier Chillers/HVAC, Labor
Lots: 3 (Product, Installation, System Integration, and Maintenance)
Eff Date: January 9, 2017

Dear Mr. Lino,

Carrier Commercial Service is pleased to submit our turnkey project estimate to replace 4 rooftop units located at Malone Mulhall Recreation Street with 4 new Carrier Rooftop units at the same tonnages with special coating.

Equipment specific Information:

- (2) 25 Tons, (1) 15 Tons, (1) 7.5 Tons cooling capacity, High Efficiency, Gas Fired Packaged Rooftop units
- Puron Refrigerant R-410a
- Two stage cooling with Humidi-MiZer
- High Static Option (vertical Models)
- Electromechanical Controls
- Enthalpy Economizer
- Barometric relief
- 2 speed fan control
- Non fused disconnect
- Dry spray with Ameron PSX-700 & Blygold for additional protection against the environmental conditions of the site
- Curb adaptor for each rooftop unit.

- New thermostats
- Factory startup
- 5 year parts and labor warranty

Installation Detail

- Recover and recycle the refrigerant and oil from the existing units.
- L●T● electrical power and disconnect from the existing units
- Disconnect the ductwork and gas piping
- Demo and remove rooftop units, ductwork and dispose of scrap
- Receive the new units and curb adaptors at the riggers yard, truck to the job site and rig in place with a crane
- Reconnect power wiring, modify conduits if necessary.
- Reconnect control wiring using new thermostats
- Install and commission economizer hoods and barometric dampers
- Modify gas piping and connect to the new units
- Provide reconnections of existing fire alarm shut down circuits
- Fabricate and install new ductwork to the existing connections on the roof
- Perform factory startup and system commissioning
- Carrier Project Management
- W/MBE compliance
- Certified payroll
- Air balancing of systems
- Clean work area
- Operator training

Exclusions

- Asbestos abatement
- MEP or structural engineering (if required)
- Filing and permits and any fees
- ●vertime

Estimate:

The estimated pricing contained as part of this proposal is in accordance with the terms and conditions set forth in NY State OGS Agreement:

Contract: Security and Facility Systems and Solutions
 Group: 77201
 Award: 20191
 Contract # PT67409
 Contractor: Carrier Corporation
 Offerings: Carrier Chillers/HVAC, Labor
 Lots: 3 (Product, Installation, System Integration, and Maintenance)
 Eff Date: January 9, 2017

CASE NO.

RESOLUTION NO.

Adopted:

Council
resolution and moved its adoption:

offered the following

RESOLUTION AUTHORIZING THE REIMBURSEMENT OF A FEE INCURRED BY AN EMPLOYEE IN THE DEPARTMENT OF CONSERVATION AND WATERWAYS FOR THE RENEWAL OF A NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION COMMERCIAL PESTICIDE APPLICATOR CERTIFICATION.

WHEREAS, in order to apply pesticides in the State of New York, the New York State Department of Environmental Conservation (the "DEC") requires possession of a pesticide applicator certification; and

WHEREAS, Scott Henderson, residing at 3385 Carrolton Avenue, Wantagh, New York 11793 is an employee (the "Employee") in the Department of Conservation and Waterways (the "Department"), and holds a Category 3A Commercial Pesticide Applicator Certification (the "Certification"), which is used in connection with his departmental duties and responsibilities; and

WHEREAS, the DEC requires an annual renewal fee in the amount of \$200.00 (the "Renewal Fee") to maintain the Certification; and

WHEREAS, the Employee has paid or intends to pay the renewal fee for 2018; and

WHEREAS, the Commissioner of the Department (the "Commissioner") has recommended that it is in the best interest of the Town of Hempstead (the "Town") for the Town to reimburse the Employee for the Renewal Fee; and

WHEREAS, consistent with the Commissioner's recommendation, the Town Board desires to authorize the reimbursement of the Renewal Fee to the Employee.

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board hereby approves the payment of the Renewal Fee in the amount of Two Hundred (\$200.00) dollars; and be it further

RESOLVED, that the Comptroller be and hereby is authorized to reimburse the Employee for the Renewal Fee, upon satisfactory proof that such payment was made to the DEC, and that such reimbursement be charged against and paid from the Department of Conservation and Waterways Office Expense Code 010-006-8730-4040.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

24

Case #

18715

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and
moved its adoption:

RESOLUTION AMENDING RESOLUTION No. 839-2011 TO NAME PEOPLE'S
UNITED BANK AS AN ADDITIONAL OFFICIAL DEPOSITORY OF THE TOWN
OF HEMPSTEAD

WHEREAS, pursuant to Section 64 of the Town Law, as amended, the Town Board shall designate by written resolution the banks and trust companies in which Town offices shall deposit monies coming into their hands by virtue of their offices; and

WHEREAS, pursuant to Resolution No. 839-2011 nineteen banks are named as official depositories of the Town of Hempstead upon which the Supervisor, Town Clerk and the Receiver of Taxes shall deposit all monies coming into their hands by virtue of their offices; and

WHEREAS, pursuant to Resolution Nos. 1256-2012, 121-2013 and 83-2015 this Town Board amended said Resolution 839-2011 to add additional banks as official depositories of the Town of Hempstead; and

WHEREAS, Resolution No. 839-2011, as amended, remains in full force and effect;

NOW, THEREFORE, BE IT

RESOLVED, that Resolution No. 839-2011, as amended by Resolution No. 1256-2012, 121-2013 and 83-2015, is further amended to People's United Bank with corporate offices at 850 Main Street, Bridgeport, CT 06604 as an official depository of the Town of Hempstead; and be it further

RESOLVED, that the amount to be deposited in any official depository of the Town of Hempstead shall not exceed the amount of securitization as required by section 10 of the General Municipal Law of the State of New York; and be it further

RESOLVED, in all other respects Resolutions No. 839-2011, 1256-2012, 121-2013 and 83-2015 shall remain in full force and effect.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

25

Case #

2

Adopted:

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

RESOLUTION ACCEPTING A SERVICE AGREEMENT FROM FULL SPECTRUM CONTRACTING INC., FOR THE SERVICE , REPAIR AND MONITORING OF THE DDE FILTRATION SYSTEMS OF THREE POOLS - NEWBRIDGE ROAD POOL, OCEANSIDE POOL, AND VETERANS MEMORIAL POOL, FROM APRIL 1, 2018 THROUGH OCTOBER 1, 2018.

WHEREAS, Full Spectrum Contracting Inc., 90 High Street, Huntington NY, 11743, has submitted an agreement for the service, repair and monitoring of DDE Filtration Systems for three pools in the Department of Parks and Recreation; and

WHEREAS, this service is necessary for the operation of these pools during the summer season; and

WHEREAS, Full Spectrum Contracting Inc will be responsible for each of the following services:

- Start up & check all DDE systems prior to season start
- Archive & reinitialize software before season start up
- Test remote field sensors
- Install new sonic heads as necessary
- Check all sonic tubes, replace as necessary
- Replace printer ribbons if needed
- Remote supervision of pools on a daily basis
- 24 hour/7 days a week pager trouble notification monitoring
- Testing UPS batteries, replace as necessary
- Shutdown & mothball of DDE systems at seasons end; and

WHEREAS, the cost of said Service Agreement is \$8796.00 from April 1, 2018 through October 1, 2018; and

WHEREAS, all parts & materials will be charged separately at cost + 10%. A maximum cost per site per year will be \$4,000.00 if needed.

NOW, THEREFORE, BE IT

RESOLVED, that the service contract submitted by Full Spectrum Contracting, Inc. for the service of DDE Filtration Systems at Newbridge, Oceanside, and Veterans Memorial Pools be accepted; and

BE IT FURTHER

RESOLVED, that the Commissioner of the Department of Parks & Recreation be and is hereby authorized to accept and execute such agreement and that the services be charged against Parks and Recreation Code 400-007-7110- 4720 - Pool Maintenance - amount not to exceed \$20,796.00 from April 1, 2018 through October 1, 2018.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 26

Case # 24883

SERVICES AGREEMENT

THIS AGREEMENT (the "Agreement") made as of the date this Agreement is executed on behalf of the Town, is entered into by and between the **TOWN OF HEMPSTEAD** (the "Town"), a municipal corporation duly organized and validly existing under the laws of the State of New York (the "State"), with its principal office located at 200 North Franklin Street, Hempstead, New York 11550, and **FULL SPECTRUM CONTRACTING INC.** (the "Contractor"), a business corporation having its principal place of business located at 90 High Street, Huntington, New York 11746 (the Town and the Contractor are hereinafter referred to, collectively, as the "Parties").

WITNESETH:

WHEREAS, pursuant to a resolution duly adopted at a meeting of the Town board on _____, the Town Board authorized the Town to execute an agreement with the Contractor for systems monitoring of the Oceanside Pool, Veterans Park Pool and Newbridge Park Pool for the 2018 summer (the "Services").

NOW THEREFORE, pursuant to the terms, provisions, covenants and conditions more fully set forth below, the Parties hereto agree as follows:

1. **The Services**

The Contractor shall undertake and complete the Services, as set forth in Exhibit "A", attached hereto and made a part hereof. To the extent that any terms contained in Exhibit A conflict with the terms contained in this Agreement, the terms contained in this Agreement shall control.

2. **Compensation**

Amount of Consideration. In consideration of the Contractor's performance of the Services, the Town agrees to pay Contractor an amount not to exceed the sum of Eight Thousand Seven Hundred Ninety Six (\$8,796.00), (the "Contract Amount") payable as described in Exhibit "A" attached hereto, subject to additional costs for parts and materials. The Contract Amount shall constitute full and complete compensation for the Services performed hereunder.

3. **Term**

Unless earlier terminated pursuant to Section 4 hereof, the term of this Agreement shall commence upon the execution of this Agreement and shall expire upon payment of the Contract Amount to the Contractor, following satisfactory completion of the Services to the Town pursuant to Section 1.

4. **Termination**

The Town reserves the absolute right to terminate the Agreement at any time by service of a written notice sent by certified mail to the address set forth above. The Town will be

responsible for payment of any portion of the Services completed prior to termination and satisfactory to the Town's Comptroller.

5. **Independent Contractor**

The Contractor is an independent contractor of the Town. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a) "Contractor Agent"), be (a) deemed a Town employee, (b) commit the Town to any obligation, or (c) hold itself, himself, or herself out as a Town employee or Person with the authority to commit the Town to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies, and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

6. **Representation on Authority of Parties/Signatories**

(a) The undersigned representative of the Town hereby represents and warrants that the undersigned is an officer, director or agent of the town with full legal rights, power and authority to sign this Agreement on behalf of the town and to bind the Town with respect to the obligations enforceable against the town in accordance with its terms.

(b) The undersigned representative of the Contractor hereby represents and warrants that the undersigned is an officer, director or agent of the Contractor with full legal rights, power and authority to sign this Agreement on behalf of the Contractor and to bind the Contractor with respect to the obligations enforceable against the contractor in accordance with its terms.

7. **Executory Clause**

Notwithstanding any other provision of this Agreement;

(a) **Approval and Execution.** The Town shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all relevant and required Town approvals have been obtained, including, if required, approval by the Town Board, and (ii) this Agreement has been executed by the Town.

(b) **Availability of Funds.** The Town shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement.

8. **Representation by Contractor**

Full Spectrum as Contractor makes no representation as to the operation or performance of the DE Pool Control System, Contractor shall use its best efforts to service the system. In no event shall Contractor be liable for incidental or consequential damages of any nature arising from or as a result of the non-operation of the system. Parts for the operation of the DE Control System may be unavailable given the age of the system.

IN WITNESS WHEREOF, the parties have set their hands as of the day and year first above written.

TOWN OF HEMPSTEAD

By: _____
Supervisor

FULL SPECTRUM CONTRACTING INC.

By: *[Signature]*
Name: _____
Title

APPROVED AS TO FORM:

Town Attorney

[Signature]
Commissioner
Department of Parks and Recreation

[ACKNOWLEDGEMENTS TO APPEAR ON FOLLOWING PAGE]

ACKNOWLEDGMENTS

State of New York)
)ss.:
County of Nassau)

On the ____ day of _____ in the year ____, before me, the undersigned, personally appeared Judi Bosworth, personally known to me or proved to me on the basis

EXHIBIT A

Service, Repair & Monitoring for the 2018 Season
DE filtration systems for
Town of Hempstead at:

March 21, 2018

Veterans Memorial Pool
Newbridge pool
Oceanside Pool

*Full Spectrum Inc. authorized vendor to service the operation of the Digital DE Pool control (DDE) systems.
US Patent No. 5616239 Copyright Jan. 1995*

At the above location, Full Spectrum Inc. will be responsible for the following:

Start up and check of all DDE systems prior to season start.

- Archive and reinitialize software before season startup.
- Test remote field sensors.
- Install new sonic heads as necessary.
- Check all sonic tubes, replace as needed.
- Replace printer ribbons if needed.
- Remote supervision of the pool control system.
(Telephone line to be maintained by town)
- 24/7 Pager trouble notification monitoring.
- Testing UPS batteries, replace as necessary.
- Shutdown and mothball of DDE systems at seasons end.

Full Spectrum Inc. will not be responsible for:

- Anything not directly involved with the DDE control system.
- Acts of God.
- Mechanical failure.
- Parts.
- Vandalism
- Pneumatic System
- Chemical control systems

Materials & Parts

- Will be charged at cost + 10%. A maximum cost for parts will be \$4,000.00 per site.

Full Spectrum Inc. has a full inventory of parts and detailed knowledge of the operating Digital DE system. We receive Email status reports from the system whenever trouble is detected by the software. Many times we identify problems before they actually present themselves. Full Spectrum as Contractor, makes no representation as to the operation or performance of the DE Pool Control system. Contractor will use its best efforts to service the system. In no event shall Contractor be liable for incidental or consequential damages of any nature as a result of the non operation of the system.

Contract will be in effect from season pool start to pool close. (April 2018 to October 2018)

| | |
|--|-------------------|
| Price for the 2018 season Per Site | \$2932.00 |
| Total | \$8,796.00 |

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Full Spectrum Contracting Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
90 High Street

6 City, state, and ZIP code
Huntington, NY 11743

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

| | | | | | | | | | |
|--|--|--|---|--|--|---|--|--|--|
| | | | - | | | - | | | |
|--|--|--|---|--|--|---|--|--|--|

or

Employer identification number

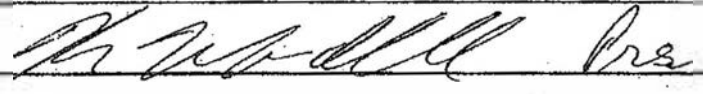
| | | | | | | | | | |
|--|--|--|--|--|--|--|--|--|--|
| | | | | | | | | | |
|--|--|--|--|--|--|--|--|--|--|

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶  Date ▶ **3-21-2018**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien).*

Adopted

offered the following resolution and moved its adoption as follows:

RESOLUTION ACCEPTING BID AND AWARDING
CONTRACT #29-2018 FOR PUMPING OF CESSPOOLS
& PORTABLE TOILETS AS PER SPECIFICATIONS

WHEREAS, the Department of Purchasing, on behalf of the Department of Parks and Recreation, advertised for bids for the Yearly Requirements for the Pumping of Cesspools & Portable Toilets as per Specifications;

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

and

WHEREAS, the following bids were received:

Russell Reid Waste Hauling and Disposal Inc.
D/B/A Mr. John Portable Sanitation Units Inc.
200 Smith Street
Keasbey, N.J. 08832

Group I – Pumping of Cesspools throughout the Town of Hempstead

Normal Rates:

- 1. Price for 500 gal. sewage pit \$175.00
- 2. Price for 1,000 gal. sewage pit \$225.00
- 3. Price for 2,000 gal. sewage pit \$450.00
- 4. Price for 4,000 gal. sewage pit \$895.00

Holiday & Weekend Rates

- 1. Price for 500 gal. sewage pit \$275.00
- 2. Price for 1,000 gal. sewage pit \$325.00
- 3. Price for 2,000 gal. sewage pit \$550.00
- 4. Price for 4,000 gal. sewage pit \$995.00

Chemical Treatment Must Follow all EPA Regulations

- 1. Price for 500 gal. sewage pit \$ 95.00
- 2. Price for 1,000 gal. sewage pit \$ 95.00
- 3. Price for 2,000 gal. sewage pit \$195.00
- 4. Price for 4,000 gal. sewage pit \$295.00

Group II- Pumping and Cleaning of Portable Toilets on an “As Need Basis”

Omitted. Inadvertently included in the bidding specs for Contract #29-2018, “Group II” has been previously awarded through Contract 04-2017 and accordingly, “Group II” will not be incorporated as part of the award of Contract 29-2018

Group III

Rental and pumping of \$ 65.00
Holiday Tanks – 150 gallons
for one (1) day Event

| | |
|---------------|-------------------|
| Group I- | Total: \$4,570.00 |
| Group III- | Total: \$ 65.00 |
| Group I, III- | Total: \$4,635.00 |

Item # 27
Case # 25883

Direct Drainage Inc.
363 North Dunton Avenue
East Patchogue, N.Y. 11772

Group I- Pumping of Cesspools throughout the Town of Hempstead

Normal Rates:

- | | |
|------------------------------------|----------|
| 5. Price for 500 gal. sewage pit | \$125.00 |
| 6. Price for 1,000 gal. sewage pit | \$175.00 |
| 7. Price for 2,000 gal. sewage pit | \$350.00 |
| 8. Price for 4,000 gal. sewage pit | \$700.00 |

Holiday & Weekend Rates

- | | |
|------------------------------------|------------|
| 5. Price for 500 gal. sewage pit | \$ 250.00 |
| 6. Price for 1,000 gal. sewage pit | \$ 350.00 |
| 7. Price for 2,000 gal. sewage pit | \$ 700.00 |
| 8. Price for 4,000 gal sewage pit | \$1,400.00 |

Chemical Treatment Must Follow all EPA Regulations

- | | |
|------------------------------------|----------|
| 5. Price for 500 gal. sewage pit | \$ 95.00 |
| 6. Price for 1,000 gal. sewage pit | \$135.00 |
| 7. Price for 2,000 gal. sewage pit | \$270.00 |
| 8. Price for 4,000 gal. sewage pit | \$540.00 |

Group II- Pumping and Cleaning of Portable Toilets on an "As Need Basis"

Omitted. Previously awarded as part of Contract# 04-2017.

Group III

| | |
|---|----------|
| Rental and pumping of Holiday Tanks – 150 gallons for one (1) day Event | \$200.00 |
|---|----------|

| | |
|---------------|-------------------|
| Group I- | Total: \$5,090.00 |
| Group III- | Total: \$ 200.00 |
| Group I, III- | Total: \$5,290.00 |

and

WHEREAS, the Commissioner of the Department of Parks and Recreation has reported that the bid submitted from Russell Reid Waste Hauling and Disposal Inc. D/B/A Mr. John Sanitation Units Inc., 200 Smith Street, Keasbey, N.J. 08832 was the lowest overall bidder for Group I and Group III 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 two additional one year extensions 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 Russell Reid Waste Hauling and Disposal Inc. D/B/A Mr. John Sanitation Units Inc., 200 Smith Street, Keasbey, N.J. 08832, for Group I and Group III of Contract #29-2018, 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.

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 REJECTING BIDS
FOR THE CONSTRUCTION OF CENTRAL AVENUE PARK,
VALLEY STREAM, NY, PW #20-17Re-Bid**

WHEREAS, the Commissioner of General Services, on behalf of the Department of Parks and Recreation, advertised for bids for the contract in connection with the construction of Central Avenue Park, Valley Stream, NY, PW #20-17 Re-Bid; and

WHEREAS, the bids set forth immediately below, submitted pursuant to such advertisement were opened and read in the office of the Commissioner of General Services on December 15th, 2017 at 11 o'clock in the forenoon:

| | |
|------------------------------|--------------|
| Contractor: | Total: |
| Woodstock Construction Group | \$602,843.50 |
| 41 Ludlam Ave. | |
| Bayville, NY 11709 | |
| | |
| PSL Industries Inc. | \$684,321.00 |
| 640 6 th Street | |
| Ronkonkoma, NY 11779 | |
| | |
| J. Anthony Enterprises Inc. | \$726,187.00 |
| 175 Engineers Road | |
| Hauppauge, NY 11788 | |

WHEREAS, the Department of Parks and Recreation has decided not to proceed with construction of the Central Avenue Park and accordingly has recommended for this Town Board to reject all related bids received.

NOW, THEREFORE, BE IT

RESOLVED, that the above listed bids be and the same hereby are rejected.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

28

Case #

16905

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its

adoption:

RESOLUTION AUTHORIZING THE EXECUTION OF A CARNIVAL AGREEMENT WITH DREAMLAND AMUSEMENTS, INC. IN CONJUNCTION WITH THE TOWN'S ANNUAL "FAMILY FESTIVAL BY THE SEA" EVENT

WHEREAS, the Town of Hempstead annually holds a "Family Festival By The Sea" event at its Lido Beach Town Park facility, which customarily includes clam and wing eating contests, live concerts and petting zoo, among other family friendly activities; and

WHEREAS, the Department of Parks and Recreation is seeking to augment the 2018 Family Festival By The Sea event by having a qualified carnival ride/boardwalk game provider furnish and operate approximately 10-12 rides and 6-8 games; and

WHEREAS, Dreamland Amusements, Inc. with offices at 297 Kingsbury Grade Suite 1040, Lake Tahoe, NV 89449, is in the business of furnishing carnival rides and boardwalk games and was the only vendor who submitted a proposal in response to the Town's published related "RFP"; and

WHEREAS, the Town wishes to retain the carnival ride services of Dreamland Amusements for the Town's scheduled September 21 – September 23, 2018 "Family Festival By The Sea" event, pursuant to which the Town will receive 25% of all ticket ride sales and boardwalk game vendor fees; and

WHEREAS, the Commissioner of the Department of Parks and Recreation recommends to this Town Board that the retention of the carnival ride services of Dreamland Amusements in conjunction with the Town's September 21-September 23, 2018 "Family Festival By The Sea" event is in the Town's best interest and that he be granted authority to execute an Carnival Agreement with Dreamland Amusements, Inc. for that stated purpose.

NOW, THEREFORE, BE IT

RESOLVED, that the Commissioner of the Department of Parks and Recreation be and he hereby is authorized to execute on behalf of the Town of Hempstead a Carnival Agreement with Dreamland Amusements, Inc. for the purpose of retaining the carnival ride services of Dreamland Amusements, Inc. at the Town's September 21-September 23, 2018 "Family Festival By The Sea" event.

The foregoing Resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 29

Case # 11377

CARNIVAL AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into as of this _____ day of _____, 2018 ("Effective Date"), by and between **DREAMLAND AMUSEMENTS, INC.**, a Nevada corporation, having an address at 297 Kingsbury Grade, Suite 1040, Mail Box 4470, Lake Tahoe, NV 89449-4470 ("Dreamland") and Town of Hempstead, a municipal corporation having an address at 200 No. Franklin Street, Hempstead, NY 11550

LOCATION: Lido Beach Town Park ("Family Festival By The Sea") ("Venue")

DATES OF OPERATION: September 21, 2018 to September 23, 2018 ("Carnival Dates")

NUMBER OF AMUSEMENT RIDES: ten (10) - twelve (12) subject to mutual agreement

NUMBER OF GAMES: (6) to eight (8) subject to mutual agreement

NUMBER OF FOOD UNITS: _____ **RIDE**

| | | | |
|----------------------------|---------------------|------------------|---|
| REVENUE SPLIT: | DREAMLAND | Seventy five 75% | OF ALL TICKET RIDE SALES AND BOARDWALK GAME VENDOR FEES |
| | ORGANIZATION | Twenty five 25% | |
| TERMS OF AGREEMENT: | <u>one (1) year</u> | | \$220.00 - 10Ft. Stand |
| | | | \$330.00 - 20Ft. Stand |
| | | | \$440.00 - 30Ft. Stand |

LIQUIDATED DAMAGE AMOUNT: _____ Dollars (\$ _____)

ADDITIONAL TERMS: _____

BY SIGNING BELOW, THE UNDERSIGNED EACH HEREBY ACKNOWLEDGE THAT THEY HAVE READ, UNDERSTOOD, AND AGREE TO ALL OF THE TERMS AND CONDITIONS ON THE FACE HEREOF AND ON THE FOLLOWING _____ PAGES:

DREAMLAND AMUSEMENTS, INC.
 By: Kathy Destefano, pres
 Kathy Destefano, President

Town of Hempstead
 [Insert Name of Organization]
 By: Daniel Lino
 Name: Daniel Lino
 Title: Commissioner, Parks & Recreation
 Date: _____ 2018

Date: April 6 2018

IMPORTANT NOTE: This Agreement will not be enforceable against, or binding on Dreamland unless an original counterpart of this Agreement, signed on behalf of this Organization, is returned to Dreamland within _____ days of the date this Agreement is signed by Dreamland.

DREAMLAND AMUSEMENTS
GENERAL TERMS & CONDITIONS - CARNIVAL AGREEMENT

1. **SERVICES:** (a) Dreamland will furnish the amusement rides, food units and games specified on the first page hereof (collectively the "Rides"). Dreamland shall ensure that all Rides will be in excellent and safe condition and in strict compliance with all applicable statutory regulatory safety standards (federal, state and local) on each of the Carnival Dates. Dreamland shall additionally furnish the Organization with copies of any and all currently valid ride safety permits applicable to the Rides. This safety permit documentation shall be given by Dreamland to the Organization no later than the first day of the set up of the Rides at the Venue. Dreamland shall comply with all applicable Federal, State and Local Laws, Ordinances, Rules and Regulations.

(b) Dreamland will provide ticket boxes staffed by ticket sellers for daily ticket sales and furnish the Ride tickets, as well as provide an ATM machine, all at no cost to the Organization.

(c) Dreamland will provide generators for electricity for all its rides and vendors

(d) Dreamland will provide garbage receptacles and staff to maintain cleanliness of the midway prior to, during, and after the Event.

(e) Dreamland will provide a 30 yard dumpster for garbage disposal

(f) Dreamland will obtain all necessary permits for water source for midway ride and concession use.

(g) Dreamland shall be the exclusive provider of amusement rides and boardwalk games at the Venue during the Carnival Dates.

(h) Organization shall provide the following: (i) Dreamland's access to the Venue sufficiently prior to the Carnival Dates for set-up, and during the Carnival Dates, and will provide a suitable location and adequate space for the contracted equipment; and (ii) Any and all operating permits required to maintain and operate an amusement area at the Venue during the Carnival Period (excluding any ride safety permits); and (iii) a minimum of six (6) portable toilets for the midway.

2. **TERM:** The term of this Agreement will begin upon its mutual execution by the parties and shall terminate at the conclusion of the Event. Notwithstanding the duration of the term, Dreamland's obligation to provide the Rides at the Venue and other services contemplated hereunder are to take place only during the Carnival Dates. The insurance and indemnification provisions of this Agreement (sections 6 and 7 herein) shall survive the termination of this Agreement. This Agreement may be renewed on a year to year basis up to a maximum of three (3) additional years upon the mutual written agreement of the parties.

3. **COMPENSATION:** Dreamland will pay Organization the percentage of the gross revenues specified on the face hereof generated by the Rides (the "Ride Fees") during the Event. The tickets to be sold at the Venue will be as follows: single tickets (\$1.50) and unlimited ride wristbands (\$15.00). Dreamland shall "black out" or otherwise cover any other ticket price references on all existing ticket price signage. Dreamland shall provide the Organization with a

initial

written accounting of the daily proceeds earned at the conclusion of Event operations each and every evening; and shall pay the Organization 25% of all such proceeds at the end of each Event evening. Any pay-one-price bracelets offered at the Venue for use on the Rides will only be sold through Dreamland.

4. **PERSONNEL:** Dreamland will be exclusively responsible for the employment and management of the employees assigned to the Venue by Dreamland to set-up, operate and maintain the Rides.

Organization shall immediately (as reasonably permissible under the circumstances) notify Dreamland by telephone (and follow up in writing) of any incidents, accidents or improper actions by Dreamland employees working at the Venue, and any problems, accidents or other incidents relating to the use or operation of the Rides (whether involving Dreamland's employees, Organization's employees or visitors to the Venue).

5. **TAXES:** Each party agrees to report and pay its own taxes imposed on its income (if any) by any jurisdiction, including, without limitation, federal, state and local income taxes.

6. **INSURANCE:** (a) Dreamland will maintain the following insurance coverage's in amounts not less than specified below and shall, upon request, furnish Organization prior to the Event with Certificates of Insurance evidencing compliance with the following provisions:

- i. Statutory Workers' Compensation Insurance covering all of Dreamland's employees in compliance with all applicable New York State laws and regulations.
- ii. Commercial General Liability at limits of not less than \$2,000,000.00 per occurrence, and \$3,000,000 in the aggregate.
- iii. Comprehensive Automobile Liability Insurance containing a \$1,000,000.00 combined single limit covering all owned, non-owned and hired vehicles.
- iv. Umbrella Liability Insurance of not less than Ten Million Dollars (\$10,000,000.00), providing excess coverage over all limits and coverage's noted above.

(b) Only policies issued by insurance companies acceptable to the Organization shall be accepted. Dreamland shall furnish to the Organization certificates of insurance or, on request, original policies, evidencing compliance with the aforesaid insurance requirements.

In the case of commercial general liability, property damage, disaster, fire and flood insurance (and any automobile liability insurance), said certificates shall name the Town of Hempstead as an "additional insured."

All such certificates or other evidence of insurance shall provide for the Town of Hempstead to be notified in writing thirty (30) days prior to any cancellation, non-renewal,

initial

or material change.

All policies are to be written with an insurance company that is regulated by the State of New York's Insurance Department.

7. **INDEMNIFICATION:** (a) Organization hereby agrees to indemnify, defend and hold harmless Dreamland, its officers, agents, employees and servants from any and all claims, loss, (including reasonable attorney's fees and all court costs), damages, expense, responsibility and liability for any injury or death of any person, or damage, expense or loss sustained by any person or property caused by or arising from any negligent act, error, omission, or willful misconduct of Organization, or breach of this Agreement.

(b) Dreamland shall indemnify, defend and hold Organization and its directors, officers, employees, affiliates, servants, representatives and agents of each harmless from and against any and all claims, loss, (including reasonable attorney's fees and all court costs), damage, expense and liability (including statutory liability), relating to its breach of this Agreement and/or resulting from injury or death of any person or damage to or loss of any property directly or indirectly arising out of or relative to any negligent or wrongful act, error or omission, or willful misconduct or tortious acts of Dreamland, its agents or employees in connection with the operations of Dreamland in or about the Event Venue or otherwise.

(c) In no event will either party be liable to the other for any lost revenues.

8. **TERMINATION:** Notwithstanding any other provisions contained herein, either party may terminate this Agreement for Cause with ten (10) days written notice to the other party. Such termination shall become effective unless the Cause set forth in the notice shall be completely remedied to the reasonable satisfaction of the non-defaulting party within such ten (10) day period. The term "Cause" (as used in this Section), is defined as a breach by a party of their performance of any of their material obligations hereunder.

9. **ACCIDENTS:** In the event an accident occurs at the Venue which directly or indirectly may have been caused by the use or operation of the Rides or other amusement attractions provided by Dreamland, or involved any personnel of Dreamland, Organization will immediately (as reasonably permissible under the circumstances) notify the Dreamland representative at the on-site mobile office and shall take such further actions reasonably requested by Dreamland in connection with investigating the accident.

10. **GENERAL PROVISIONS:**

a. **Force Majeure.** Neither Dreamland nor Organization shall be held liable or responsible if the failure to perform the services described herein arises out of causes beyond the control and without the fault or negligence of Dreamland or Organization. Such causes may include, but are not restricted to acts of God or the public enemy, unlawful acts, acts of the city in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of Dreamland or Organization. "Force Majeure" specifically excludes both financial inability to perform and economic conditions, and does not excuse an obligation to make any of the payments specified hereunder.

initial

DREAMLAND SHALL HAVE THE ULTIMATE RIGHT TO DETERMINE WHETHER THE RIDES MAY BE OPERATED OR EVEN TEMPORARILY REMOVED FROM THE VENUE, BASED ON CURRENT OR EXPECTED WEATHER CONDITIONS.

b. Equal Opportunity Employer. Dreamland is an Equal Opportunity Employer, and does not unlawfully discriminate on the basis of race, color, religious creed, age, marital status, veteran status, national origin, ancestry, physical or mental disability, sex or sexual orientation or any other characteristic protected by Federal, State or Local law.

c. Amendments. No amendment, waiver or discharge of this Agreement shall be valid unless the same is in writing, signed by the party against whom enforcement is sought.

d. Authority. Each party represents that it has full right, power and authority to execute this Agreement and to perform its obligations hereunder, without the need for any further action under its governing instruments, and that the parties executing this Agreement on behalf of such party represent that they are duly authorized agents with such authority to do so.

e. Entire Agreement. This Agreement constitutes the entire Agreement between the parties with respect to the transactions described herein. All previous agreements, understanding, representations and warranties, either oral or written, are superseded.

f. Independent Contractor. In entering into this Agreement and in acting hereunder, Dreamland shall be an independent contractor and that each of Dreamland and Organization shall be responsible for the supervision and control of their respective operations, including, without limitation, supervising and controlling their own personnel. This Agreement shall not be construed as creating a joint venture or partnership between the parties.

g. No Waiver of Rights. If either party fails to enforce any of the provisions of this Agreement or any rights or fails to exercise any election provided in the Agreement, it will not be considered to be a waiver of those provisions, rights or elections or in any way affect the validity of this Agreement. The failure of either party to exercise any of these provisions, rights or elections will not preclude or prejudice such party from later enforcing or exercising the same or any other provision, right or election which it may have under this Agreement.

i. Notices. All notices to the respective parties shall be in writing and deemed sufficient if delivered by facsimile, personally delivered or sent by overnight mail or certified mail, postage prepaid, return receipt requested, addressed to the party to be notified at that address specified on the face hereof. Any such notice shall be deemed as received on the date of personal delivery to the party (or such party's authorized representatives) on the next business day following mailing by overnight mail, or three (3) business days after deposit in the U.S. Mail, as the case may be. Any party to whom such notice is to be sent hereunder may change its address by giving written notice thereof to the other party as provided herein.

j. Governing Laws. This Agreement shall be governed by and construed in accordance with the laws of the State of New York and all claims relating to the performance or termination of this Agreement shall be brought in the State Supreme Court located in Nassau County, New York or the Federal Courts located in the Eastern District of New York.

k. Town Board Approval. As referenced in the underlying "RFP", the Town of
initial

Hempstead shall be bound under this Agreement only after: (i) the Agreement has been executed by Dreamland and submitted to the Town along with Insurance acceptable to the Town; (ii) an authorizing resolution has been adopted by the Town Board; and (iii) the Commissioner of the Department of Parks and Recreation has executed the Agreement.

D:\Dreamland\Carnival Agr.FINAL.3.2011.doc

initial

Council Members
DOROTHY L. GOOSBY
EDWARD A. AMBROSINO
BRUCE A. BLAKEMAN
ERIN KING SWEENEY
ANTHONY D'ESPOSITO
DENNIS DUNNE, SR.

Sylvia A. Cabana
Town Clerk

DONALD X. CLAVIN, JR.
Receiver of Taxes

David Lino
Commissioner

**Town of Hempstead
Department
of
Parks & Recreation**

200 NORTH FRANKLIN STREET, HEMPSTEAD, N.Y. 11550-1390
(516) 292-9000 FAX# (516) 292-6024



Laura A. Gillen
Supervisor

Contractors / Vendors

Public Disclosure Statement

1. Contractors / Vendors Name DREAMland Amusements Inc.
 Address 297 Kingsblom Grade Ste. 1040 Mb 4470
 City and State Lake Tahoe NV Zip Code 89449
2. Contracting Department's Name Kathryn L. Destefano
 Address 2 Olympia La Stony Brook NY 11790
3. Payee Identification or Social Security [REDACTED]
4. Type of Business: Corporation Partnership
5. Table of Organization. List Names and Addresses of all principals; that is, all individuals
 Serving on the Board of Directors or comparable body, names and addresses of all
 partners, names and addresses of all corporate officers.

Kathryn L. Destefano, 2 Olympia la. Stony Brook, NY 11790

6. List all names and addresses of those individual shareholders holding more than five percent (5%) interest in the firm including the specific % of ownership interest.
Kathryn L. Destefano 2 Olympia La. Stony Brook, NY 11790 100%

7. Signature Kathryn L. Destefano
 Title president Date 4/6/18

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE RENEWAL OF AN AGREEMENT WITH LANROVER NETWORK SERVICES, INC. TO MAINTAIN THE VOIP PHONES UNDER NEW YORK STATE CONTRACT PM21290.

WHEREAS, the Town of Hempstead (the "Town") had an agreement with LANRover Network Services, Inc. 85 S Snedecor Ave., Bayport, NY 11705, for the maintenance of the VOIP Phones under New York State Contract PM21290 (the "Maintenance Agreement"); and

WHEREAS, the Maintenance Agreement will expire on May 31, 2018; and

WHEREAS, the Town requires the continued maintenance of the VOIP Phones (the "Services"); and

WHEREAS, the State of New York awarded a contract for the Services to LANRover Network Services, Inc.; and

WHEREAS, under New York General Municipal Law §103, the Town is authorized to contract for services through other municipalities; and

WHEREAS, this Board wishes to authorize the use of the agreement between the State of New York and LANRover Network Services, Inc. for the provision of the Services for the duration of the contract's term (the "Agreement").

NOW, THEREFORE, BE IT

RESOLVED, that the renewal of the Maintenance Agreement under New York State Contract PM21290 is authorized; and be it further

RESOLVED, that the Town Board authorizes the Commissioner to execute a renewal to the Maintenance Agreement, and/or such other documents as may be required, with LANRover Network Services, Inc. 85 S Snedecor Ave., Bayport, NY 11705 to provide the Services; and be it further

RESOLVED, that the Comptroller is authorized and directed to make payment from the Department of Information and Technology account 010-001-1680-4030 in an amount not to exceed \$56,215.22.

Item # 30
Case # 14301

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 as follows:

RESOLUTION RATIFYING AND CONFIRMING EXECUTION OF SETTLEMENT AGREEMENT AND MUTUAL GENERAL RELEASES WITH GALVIN BROS., INC. AND S.S.G. DOOR AND HARDWARE, INC.

WHEREAS, on or about September 24, 2015 the Town of Hempstead filed a summons and complaint against W.F.C. Company, Inc. d/b/a Warminster Fiberglass Company ("Warminster") and Galvin Bros., Inc. ("Galvin") seeking monetary damages in conjunction with the installation of defective fiberglass doors at the Town's Atlantic Beach Estates locker facility; and

WHEREAS, Galvin subsequently asserted claims against its subcontractor S.S.G. Door & Hardware, Inc. ("SSG") naming it a third-party defendant in the subject litigation; and

WHEREAS, pursuant to a Settlement Agreement and Mutual General Release dated September 7, 2017, Warminster agreed to pay the Town the sum of \$23,000.00 in settlement of the Town's claims against it related to the aforementioned defective fiberglass doors; and

WHEREAS, pursuant to a Settlement Agreement and Mutual General Releases duly executed by Galvin and SSG on March 27, 2018 and March 29, 2018, Galvin agreed to pay the Town the sum of \$12,500.00 and SSG agreed to pay the Town the sum of \$5,000.00, respectively, in settlement of the Town's claims against them related to the aforementioned defective fiberglass doors; and

WHEREAS, this Town Board deems it to be in the best interests of the Town to accept the Galvin and SSG Settlement Agreement and Mutual General Releases and ratify and confirm its prior execution by Berkman, Henoch, Peterson, Peddy and Fenchel, P.C. as counsel for the Town of Hempstead on behalf of the Town.

NOW, THEREFORE, BE IT

RESOLVED, that the aforementioned Galvin and SSG Settlement Agreement and Mutual General Releases is hereby accepted and that its prior execution on behalf of the Town by Berkman, Henoch, Peterson, Peddy & Fenchel, P.C. be and hereby is, duly ratified and confirmed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 32

Case # 27490

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

To: Rebecca Sinclair, Executive Assistant
From: Philip R. Brookmeyer, Counsel to Commissioner
Date: April 10, 2018
Re: Resolution Ratifying and Confirming Execution of Settlement Agreement

The attached Town Board Resolution is being forwarded for consideration in conjunction with a previously executed Settlement of Agreement and Mutual General Releases in a litigation commenced by the Town seeking monetary damages for the installation of defective fiberglass doors at the Town's Atlantic Beach Estates locker facility. Briefly stated, the Resolution would accept, ratify and confirm the execution by Berkman, Henoch, Peterson, Peddy & Fenchel, P.C., counsel for the Town, of a certain Settlement Agreement and Mutual General Releases between the Town and Galvin Bros., Inc. and S.S.G. Door & Hardware, Inc. pursuant to which Galvin and SSG will pay the Town the sums of \$12,500.00 and \$5,000.00, respectively.

A copy of the Settlement Agreement and Mutual General Releases is enclosed.

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



Philip R. Brookmeyer
Counsel to Commissioner

Cc: Daniel Lino, Commissioner

PRB/js

SETTLEMENT AGREEMENT & MUTUAL GENERAL RELEASES

This Settlement Agreement is entered into this 25th day of January, 2018 by and between the Town of Hempstead (the "Town"), Galvin Bros., Inc. ("Galvin") and S.S.G. Door & Hardware, Inc. ("SSG") (collectively referred to as the "Parties").

WHEREAS, on or about April 11, 2008, pursuant to Resolution No. 380-2008, the Town entered into a contract (contract no. PW 3-07) with defendant Galvin for the construction of a new locker facility (the "Project") located at the Atlantic Beach Estates (the "Contract");

WHEREAS, pursuant to the Contract, Galvin was required to furnish all labor, materials and equipment in order to complete, *inter alia*, the installation of fiberglass doors, frames and louvers as reflected in the specifications and drawings incorporated and made a part of the Contract;

WHEREAS, Galvin contracted with third-party defendant SSG to manufacture and deliver specified doors, frames and hardware in accordance with the specifications set forth in the Contract;

WHEREAS, SSG contracted with Warminster to purchase the fiberglass doors, frames and louvers in accordance with the specifications set forth in the Contract;

WHEREAS, on September 19, 2008, Warminster provided an extended warranty to Galvin, for the benefit of the Town, on their WFD 1000 Industrial Door and Frame that guaranteed the subject fiberglass doors and frames for twenty-five (25) years from the date of installation against corrosion failure caused by the environment specified and ten (10) years from the date of installation from failure due to workmanship and materials (the "Extended Warranty");

WHEREAS, following installation by Galvin, the doors, frames and louvers exhibited substantial cracking, rust and corrosion;

WHEREAS, on or about September 24, 2015, the Town filed a summons and complaint in the Supreme Court of the State of New York, County of Nassau, under Index No.: 606199/2015 (the "Complaint") against Warminster and Galvin, seeking, *inter alia*, damages for breach of contract and pursuant to the Extended Warranty (the "Action");

WHEREAS, Warminster interposed a Verified Answer to the Complaint denying the material allegations set forth in the Complaint, interposing counterclaims against the Town for the reasonable value of the fiberglass doors, frames and louvers and for unjust enrichment, and asserting cross-claims against Galvin for negligence, common law contribution and common law indemnification;

WHEREAS, the Town interposed a Reply denying the material allegations of the Counterclaims;

WHEREAS, Galvin asserted claims against SS&G, which claims were the subject of an unsuccessful Motion to Dismiss by SS&G, which never responded to the Complaint due to the timing of the Order denying the Motion;

WHEREAS, the caption of the Action is presently constituted as follows:

REMAINDER OF PAGE LEFT INTENTIONALY BLANK

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU

-----X
TOWN OF HEMPSTEAD,

Index No. 606199/2015

Plaintiff,

-against-

GALVIN BROS, INC. and W.F.C. COMPANY, INC.
d/b/a WARMINSTER FIBERGLASS COMPANY,

Defendants.

-----X
GALVIN BROS., INC.,

Third-Party Plaintiff,

-against-

SSG DOOR & HARDWARE, INC.

Third-party Defendant.

-----X
WHEREAS, the Parties each desire to resolve their various differences and to provide for the full, complete and final settlement of the claims as against each other in this action as well as all potential claims which they have as against each other upon the terms and conditions set forth herein (the "Settlement Agreement").

NOW, IN CONSIDERATION OF the mutual promises and undertakings set forth herein, and for other good and valuable consideration, it is hereby stipulated and agreed, by and between the parties to this agreement as follows:

1. **Consideration.** Galvin agrees to pay to the Town the total sum of Twelve Thousand, Five Hundred Dollars (\$ 12,500.00) (the "Galvin Settlement Sum") in settlement of all claims as against Galvin in the Action as set forth and subject to the provisions below.

2. SSG agrees to pay to the Town the total sum of Five Thousand Dollars (\$5,000.00) (the "SSG Settlement Sum") in settlement of all claims and cross-claims as against SSG in the Action as set forth and subject to the provisions below.

3. **Payment.** Within ten (10) days of the full execution of the Settlement Agreement and Stipulation of Dismissal with Prejudice by the Parties Galvin and SSG shall each deliver the respective Galvin Settlement Sum and the SSG Settlement Sum, by attorney checks payable to the Town of Hempstead shall be sent to the Town's counsel, Berkman, Henoch, Peterson, Peddy & Fenchel, P.C. ("BHPPF") Attn: Joseph E. Macy, Esq. BHPPF agrees to and shall hold said settlement checks in escrow until such time as this Settlement Agreement has been approved by the Town Board of the Town of Hempstead in accordance with paragraph "14" hereof.

4. **Stipulation of Discontinuance.** Simultaneous with the execution of this Settlement Agreement, the Parties shall execute a Stipulation of Discontinuance dismissing this action solely as against Galvin and SSG and dismissing Galvin's cross-claims as against the SSG, with prejudice in the form annexed hereto as Exhibit "A." Upon execution, the attorneys for the Town shall hold the executed Stipulation of Discontinuance in escrow pending the receipt of the Galvin Settlement Sum set forth in Paragraph 1 and the SSG Settlement Sum as set forth in Paragraph 2. The Town shall electronically file the Stipulation of Discontinuance upon receipt of each of the aforesaid Settlement Sums, but in no event later than five (5) business days following receipt of both the Galvin Settlement Sum and the SSG Settlement Sum.

5. **Release by the Town of Galvin.** In consideration of the promises, payments and actions of Galvin set out in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town hereby releases and forever discharges, Galvin, its heirs, trustees, executors, administrators, members, employees, officers,

shareholders, successors and assigns (collectively hereinafter "Galvin Releasees") from all actions, causes of actions, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims and demands whatsoever, in law, admiralty or equity, which against the Galvin Releasees, the Town, together with its heirs, executors, administrators, successors and assigns, ever had, now has, or hereinafter can, shall or may have, upon or by reason of any matter, cause or thing from the beginning of the world to the date of this Settlement Agreement and release. Notwithstanding the foregoing, nothing contained herein shall be deemed to release the Galvin Releasees from any obligations or duties arising out of the terms of this Settlement Agreement or from the right of any signatory to this agreement to enforce any of its terms.

6. **Release by Galvin of the Town**. In consideration of the promises and actions of the Town set out in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Galvin hereby releases and forever discharges, the Town, its officials, heirs, trustees, executors, administrators, members, employees, officers, shareholders, successors and assigns (collectively hereinafter "Galvin-Town Releasees") from all actions, causes of actions, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims and demands whatsoever, in law, admiralty or equity, which against the Galvin-Town Releasees, Galvin, together with its heirs, executors, administrators, successors and assigns, ever had, now has, or hereinafter can, shall or may have, upon or by reason of any matter, cause or thing from the beginning of the world to the date of this Settlement Agreement and release. Notwithstanding the foregoing, nothing contained herein

shall be deemed to release the Galvin-Town Releasees from any obligations or duties arising out of the terms of this Settlement Agreement or from the right of any signatory to this agreement to enforce any of its terms.

7. **Release by the Town of SSG.** In consideration of the promises and actions of SSG set out in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town hereby releases and forever discharges, SSG, its officials, heirs, trustees, executors, administrators, members, employees, officers, shareholders, successors and assigns (collectively hereinafter "SSG Releasees") from all actions, causes of actions, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims and demands whatsoever, in law, admiralty or equity, which against the SSG Releasees, the Town, together with its heirs, executors, administrators, successors and assigns, ever had, now has, or hereinafter can, shall or may have, upon or by reason of any matter, cause or thing from the beginning of the world to the date of this Settlement Agreement and release. Notwithstanding the foregoing, nothing contained herein shall be deemed to release the SSG Releasees from any obligations or duties arising out of the terms of this Settlement Agreement or from the right of any signatory to this agreement to enforce any of its terms.

8. **Release by SSG of the Town.** In consideration of the promises and actions of the Town set out in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, SSG hereby releases and forever discharges, the Town, its officials, heirs, trustees, executors, administrators, members, employees, officers, shareholders, successors and assigns (collectively hereinafter "SSG-Town Releasees") from all

actions, causes of actions, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims and demands whatsoever, in law, admiralty or equity, which against the SSG-Town Releasees, SSG, together with its heirs, executors, administrators, successors and assigns, ever had, now has, or hereinafter can, shall or may have, upon or by reason of any matter, cause or thing from the beginning of the world to the date of this Settlement Agreement and release. Notwithstanding the foregoing, nothing contained herein shall be deemed to release the SSG-Town Releasees from any obligations or duties arising out of the terms of this Settlement Agreement or from the right of any signatory to this agreement to enforce any of its terms.

9. **Release by Galvin of SSG.** In consideration of the promises and actions set out in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Galvin hereby releases and forever discharges, SSG its officials, heirs, trustees, executors, administrators, members, employees, officers, shareholders, successors and assigns (collectively hereinafter "Galvin-SSG Releasees") from all actions, causes of actions, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims and demands whatsoever, in law, admiralty or equity, which against the Galvin-SSG Releasees, Galvin, together with its heirs, executors, administrators, successors and assigns, ever had, now has, or hereinafter can, shall or may have, upon or by reason of any matter, cause or thing from the beginning of the world to the date of this Settlement Agreement and release. Notwithstanding the foregoing, nothing contained herein shall be deemed to release the Galvin-SSG Releasees from any obligations or duties arising out

of the terms of this Settlement Agreement or from the right of any signatory to this agreement to enforce any of its terms.

10. **Release by SSG of Galvin.** In consideration of the promises and actions set out in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, SSG hereby releases and forever discharges, Galvin, its officials, heirs, trustees, executors, administrators, members, employees, officers, shareholders, successors and assigns (collectively hereinafter "SSG-Galvin Releasees") from all actions, causes of actions, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims and demands whatsoever, in law, admiralty or equity, which against the SSG-Galvin Releasees, SSG, together with its heirs, executors, administrators, successors and assigns, ever had, now has, or hereinafter can, shall or may have, upon or by reason of any matter, cause or thing from the beginning of the world to the date of this Settlement Agreement and release. Notwithstanding the foregoing, nothing contained herein shall be deemed to release the SSG-Galvin Releasees from any obligations or duties arising out of the terms of this Settlement Agreement or from the right of any signatory to this agreement to enforce any of its terms.

11. Notwithstanding anything to the contrary set forth in paragraphs (5), (6), (7), (8), (9) and/or (10) of this Settlement Agreement, nothing set forth in this settlement agreement shall constitute or be deemed a release by any of the Parties of any claim which is unrelated to PW3-07 or the claims asserted in the Action.

12. **No Admission of Liability.** This Settlement Agreement and General Release represents the compromise of disputed claims. The execution and delivery of this Agreement

shall not be construed as, and does not constitute, an admission of liability, fault or responsibility on the part of any of the Parties, or any other persons or entity, and any alleged liability, fault or responsibility is expressly denied by the Parties. Rather, this settlement is being entered into by the Parties to avoid the costs and risks of litigation only.

13. **Representations.** Each of the signatories hereto acknowledges and agrees that in executing this Settlement Agreement, they have relied entirely upon their judgment and upon the recommendation and advice of their legal counsel, that they have read and understood the terms of this Settlement Agreement and the releases contained herein, and that they have had the opportunity to consider the terms and effects of each and to ask any questions they may have of anyone (including legal counsel of their own choosing) and that they have executed this Settlement Agreement voluntarily and with full understanding of its terms and effects. No representation has been made to any of the signatories hereto to induce them to enter into the Settlement Agreement and they are doing so in the exercise of their independent judgment and of their free will. The signatories hereto acknowledge and agree that no fact, evidence, event or transaction currently unknown to them, individually or jointly, but which may hereinafter become known to them, shall affect in any way or manner the nature of this Settlement Agreement.

14. **Town Board Approval.** Galvin and SSG each acknowledge that this Settlement Agreement is subject to the approval of the Town Board of the Town of Hempstead and shall not be valid and binding until so approved and executed by the Town Attorney of the Town of Hempstead as authorized by the Town Board. In the event the Town Board of the Town of Hempstead fails to approve the terms of this Settlement Agreement, the Town shall report said

failure to the Court within ten (10) days and this matter shall be restored to the Court's calendar for further proceedings as directed by the Court.

15. **Confidentiality.** The Parties agree that neither they nor any person acting by, through, under or in concert with them, including but not limited to their attorneys or advisors, may at any time communicate and/or publicize, either in writing or orally, the terms and conditions of this Agreement, or any fact concerning its negotiation, execution, or implementation, to any person, agency, or entity, except that in the event of an inquiry from a third party, the Parties and any person acting by, through, under or in concert therewith, including but not limited to the Parties' attorneys, may state only that the claims have been resolved and that he/they are not at liberty to discuss it further.

Notwithstanding the foregoing restrictions, it is understood that as the sole exceptions to this confidentiality/non-disclosure provision, the Parties may discuss this Agreement: (a) if required to do so by a court of law; (b) pursuant to a demand served upon the Town in accordance with the Freedom of Information Law; (c) if necessary to implement this Agreement or to enforce this Agreement or any of its terms; (d) with his/their attorneys, accountants, and/or tax advisors in order to obtain professional advice within the scope of their representation; (e) and with immediate family members. In the event the Parties inform anyone identified in (d) or (e) above about the Agreement, those individuals who have been so informed also agree to be bound by this confidentiality/non-disclosure provision.

16. **Governing Law.** This Settlement Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York without regard to its conflict of laws principles.

17. **Entire Agreement.** The foregoing represents the entire agreement between the Parties hereto and supersedes all prior agreements and understandings relating to the Action, whether written or oral, between them. The Settlement Agreement may not be changed, except by a written instrument signed by each of the Parties hereto.

18. **Agreement Binding.** This Agreement shall extend to, be binding upon, and inure to the benefit of the Parties and their respective successors, heirs, executors, administrators, and assigns.

19. **Attorneys' Fees and Costs.** It is agreed that each party shall bear its own costs and attorneys' fees incurred in connection with the Action and with the negotiation and preparation of this Agreement.

20. **Venue.** Any action or proceeding brought to enforce, assert any right under, interpret, or declare the rights and obligations of the parties under this Agreement, shall be brought exclusively and only in the New York Supreme Court, Nassau County. In addition to any specific remedies provided for herein, the Parties to this Settlement Agreement, shall have all remedies, in law and in equity, to enforce its terms.

21. **No Inference.** The provisions of this Settlement Agreement were negotiated by the Parties hereto and shall be interpreted in accordance with their plain meaning. In the event of any dispute regarding the meaning, interpretation, or effect of any provision or term of this Settlement Agreement, it shall be deemed to have been drafted by all Parties hereto and no inference shall be made against any one party as the draftsman.

22. **No Waiver.** No waiver of any breach of any term or provision of this Settlement Agreement shall be construed to be, nor shall be, a waiver of any other breach of this Settlement

Agreement. No waiver shall be binding unless in writing and signed by the party waiving the breach.

23. **Further Assurances.** The Parties hereto shall execute and deliver such other and further instruments, agreements and documents and shall take such further and additional actions as may reasonably be requested and necessary to effectuate the intent and terms of this Settlement Agreement and the transactions contemplated herein.

24. **Headings.** The headings contained in this Settlement Agreement are for organizational purposes only. No reliance shall be given to these headings.

25. **Severability.** The provisions of this Settlement Agreement are severable and if any part of it is found to be unenforceable, the remainder shall remain valid and enforceable, without in any way affecting the remaining parts or provisions of this agreement.

26. **Counterparts.** This Agreement may be executed in any number of counterparts. Each executed counterpart of the Agreement shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, this Settlement Agreement has been executed and delivered as of the day and year first written above.

PLAINTIFF:

BERKMAN, HENOCH, PETERSON
PEDDY & FENCHEL, P.C., Counsel for
THE TOWN OF HEMPSTEAD

By: _____

Name: Joseph E. Macy, Esq

1/25/18

Date

DEFENDANT:

Galvin Bros, Inc.

By: Matthew O'Neill
Name: Matthew O'Neill
Title: General Partner

March 27, 2018
Date

THIRD-PARTY DEFENDANT:

SSG DOOR & HARDWARE, INC.

By: Amos Weinberg
Name: AMOS Weinberg
Title: Proprietor

MAR 29 2018

Date

212772625v1

212772625v1

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE TOWN TO ACCEPT GIFTS FOR THE TOWN OF HEMPSTEAD'S 2018 PATHFINDER AWARDS CEREMONY.

WHEREAS, the Town Board, pursuant to Town Law §64(8), may accept gifts for public use; and

WHEREAS, the Town received the following generous gifts for the Town's 2018 Pathfinder Awards Ceremony (the "Gifts"):

| NAME | GIFT |
|--|--|
| George Martin The Original 65 North Park Avenue Rockville Centre, New York 11570 | Two trays: meatballs Two trays: chicken bites One tray: salad |
| Grillfire Merrick 33 Sunrise Highway Merrick, New York 11566 | Two trays: potstickers Two trays: mac and cheese One tray: salad |

and;

WHEREAS, this Board wishes to accept the Gifts; and

NOW, THEREFORE, BE IT

RESOLVED, that this Board hereby gratefully accepts the Gifts.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 33

Case # 21943

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH ECG GROUP TO PROVIDE ENERGY PERFORMANCE ENGINEERING/CONSULTING SERVICES WITHIN THE TOWN'S FACILITIES

WHEREAS, the Town of Hempstead (the "Town") deems it desirable and necessary to obtain the services of The ECG Group to assist the Town with evaluating Request for Proposals submitted by Energy Services Companies (ESCO'S) and the Comprehensive Energy Audit (CEA) prepared by the selected ESCO, negotiating a contract for Energy Performance Contracting Services with the selected ESCO, supervising the preparation of plans, specifications, and applications for the energy performance projects performed by the selected ESCO, and management of the energy performance projects in accordance with all applicable laws, rules and regulations (the "Services"); and

WHEREAS, the Department of Engineering, in accordance with the Town's procurement policy, advertised a Request for Qualifications on February 9, 2018, and after conducting an evaluation of all proposals submitted, recommends awarding The ECG Group, P.C. 811 West Jericho Turnpike, Suite 202W, Smithtown, New York 11787 (the "Consultant"); and

WHEREAS, the Consultant, herein represents that they are adequately staffed, skilled and experienced in the type of work proposed, and represents further that they are staffed with personnel who are duly licensed and qualified under the laws of the State of New York; and

WHEREAS, pursuant to an Agreement for the Services, submitted by the Consultant on April 18, 2018, payment for the Services will be fully realized from the guaranteed savings derived from the Energy Performance Contract entered into with the ESCO, resulting in no cost to the Town; and

WHEREAS, the Commissioner of Engineering has determined that said Agreement and all of its terms are deemed just and equitable and in the best interest of the Town;

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board hereby authorizes the Commissioner of Engineering to execute, on behalf of the Town, the above referred to Agreement with The ECG Group, for Energy Performance Engineering/Consulting services at no cost to the Town.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 34

Case # 29921

THIS AGREEMENT made as of the ____ day of _____, 20__ between the Town of Hempstead, ("Owner"), a municipal corporation of the State of New York, having its principal place of business at the Town Hall, Town Hall Plaza, Hempstead, New York and The ECG Group ("Consultant"), with offices for the transaction of business located at 811 West Jericho Tpke., Suite 202W, Smithtown, New York 11787.

ARTICLE 1

SCOPE OF CONSULTANT'S SERVICES

- A. The Consultant shall provide all consulting services outlined in Article 2 and additional ongoing energy consulting services as needed by the Owner.
- B. The Project is an Energy Performance Project for the facilities owned and operated by the Owner. If project is broken into phases, the Project will include all phases to ultimately address all Owner facilities.
- C. The Consultant shall designate an individual as the Project Consultant in charge of the Project, subject to the approval of the Owner. The Consultant shall not replace such designated individual without the prior written consent of the Owner.

ARTICLE 2

CONSULTANT'S RESPONSIBILITIES

- A. The Consultant will provide the following services to assist the Owner with evaluating the Energy Services Company (ESCO) and its Comprehensive Energy Audit (CEA), negotiating a contract for Energy Performance Contracting Services, supervising the preparation of plans, specifications, and applications for the energy performance project, and management of the energy performance project in accordance with all applicable laws, rules and regulations:
 - 1. The Consultant shall meet with the Owner Officials, and members of the Owner's Board and any other representatives as are designated by the Owner to discuss the Owner's needs and to review in general the types of projects contemplated to be performed by the Owner in connection with the Energy Performance Project to be performed as outlined in Article 1, paragraph B.
 - 2. The Consultant shall evaluate all of the facilities and real property owned and operated by the Owner for the purpose of reviewing:
 - a. Information on site, building services and equipment, including an analysis of the building structure, electrical and mechanical systems of the site and buildings to determine their existing condition and if they will require upgrading or duplication to support any proposed additions and/or alterations;
 - b. Review of existing planning documents, facility and site plans, and Asbestos Report for each of said facilities;
 - c. Investigation of existing conditions and to accurately and adequately assess the need for proposed projects, including

an analysis of the Owner's utility and energy usage over a course of time as determined by the Owner for each of the facilities.;

- d. Review proposed site use and improvements, selection of materials, building systems and equipment;
 - e. Code Deficiencies/Non-Compliance and Corrective Work;
 - f. Energy Conservation and efficiency; and,
 - g. Building Improvements.
4. The Consultant shall meet with Owner administrators and as directed by the Owner for the purpose of discussing their respective concerns relative to the Owner facility for which they are responsible.
 5. The Consultant shall consult with appropriate Government Agencies to ascertain its requirements concerning proposed projects and to ascertain whether any new rules/regulations have been implemented concerning same.
 6. The Consultant will evaluate the detailed energy audit and adjust the scope of work to be performed, in order to produce the most dependable energy savings and energy efficiency for the Owner, incorporating energy conservation/renewable energy measures important to the Owner.
 7. The Consultant will assist the Owner and its legal counsel in the preparation of a contract with the selected ESCO, if such a contract results from the CEA.
 8. The Consultant will supervise the preparation of plans, specifications, and applications for approval by appropriate Government Agencies to ensure that all code and operational requirements are addressed and that the project is completed safely and in compliance with the Owner's unique needs.
 9. The Consultant shall assist the Owner in obtaining financing.
 10. The Consultant will provide construction administration services to ensure the project is completed in accordance with approved plans and specifications and the contract with the ESCO in accordance with Article six (6) of this Agreement.
 11. The Consultant will supervise ESCO's monitoring and verification (M&V) procedures to ensure that savings will be realized.
 12. The Consultant will prepare certificate(s) of substantial completion for the Project.
 13. The Consultant will, for a period of 24 months after substantial completion, assist the Owner with the evaluation of actual energy savings realized by the Energy Performance Project. This will include, where needed, discussions and meetings with the ESCO and the review of monitoring and verification (M&V) procedures, reports and related calculations.
 14. The Consultant shall further certify in writing to the Owner that it is free from financial interest in the ESCO which conflicts with the proper completion of the audit and any work associated with the EPC and that full disclosure has been made to the Owner detailing all financial compensation received from the ESCO. By signature to this Agreement, the Consultant represents and

warrants that it does not have any interest, monetary or otherwise, and/or is not affiliated with any ESCO.

15. The Consultant shall review the project scope to determine whether it qualifies as an energy conservation measure ("ECM") under State Law.
 16. The Consultant shall provide the Owner with a preliminary schedule of the critical elements to accomplish the work of the Project. Said schedule shall reflect timetables commencing from the CEA Development Phase through final closeout of the ESCO's work.
 17. The Consultant shall prioritize the projects to be performed pursuant hereto, taking into account the energy efficiency of the facilities, the needs of the Owner, as well as the protection and safety of the Owner facilities and the occupants thereof, as expressed to the Consultant by the Owner.
 18. The Consultant shall attend and prepare minutes for all scheduled project meetings in conjunction with the work to be performed under the EPC.
- B. The Consultant agrees to comply with any and all applicable Federal, New York State and local laws, ordinances, statutes and regulations and agrees to be responsible for and save the Owner harmless for any and all claims, damages, costs and expenses arising from the performance of the work as provided by this agreement, including damage to person or property, and the defense, settlement or satisfaction of such claims.

ARTICLE 3

COMPREHENSIVE ENERGY AUDIT (CEA)

- A. The Consultant will work with the successful ESCO in the development of the final Comprehensive Energy Audit (CEA). The following factors will be considered and evaluated;
1. The scope of work will be evaluated to determine the feasibility of each Energy Conservation Measure (ECM) and to ensure that the Owner's priorities are addressed.
 2. The cost of each ECM will be evaluated to ensure that the Owner is receiving the greatest value for its energy savings.
 3. The measurement and verification (M&V) protocols selected for the project will be identified and explained to the Owner for their approval. These protocols will be used after project completion to determine the actual energy savings realized by the project.

ARTICLE 4

CONSTRUCTION DOCUMENTS SERVICES

A. The Consultant shall review and submit all documents, applications, and other submittals as the same may be required by appropriate Government Agencies, State or Federal, having jurisdiction over the projects(s).

B. The Consultant shall compile and bind a sufficient number of copies, as requested by the Owner, of the Project Manual for the Project, which shall include technical specifications for the project and such other material necessary to provide a complete manual for construction purposes.

ARTICLE 5

CONSULTANT'S CONSTRUCTION ADMINISTRATION SERVICES

A. The Consultant shall provide administration of the EPC.

B. The Consultant's responsibility to provide services for the construction phase of this Agreement commences with the appointment of an ESCO and terminates upon the issuance to the Owner of the final certificates of payment from all contractors or one hundred twenty (60) days from the date of substantial completion for all of the Work, whichever is later.

C. The Consultant shall have authority to act on behalf of the Owner only to the extent provided in this Agreement, unless the Owner consents to such authority, and/or unless otherwise modified by written instrument.

D. The Consultant shall visit the site whenever necessary while work is in progress, and as often as required to resolve critical design issues in the field, to observe the site and work, to familiarize itself with the general progress and quality of the work, and to determine for the Owner's benefit and protection if the work is proceeding in accordance with the contract documents, the agreed upon schedule of work and to prevent overpayment to the ESCO.

E. The Consultant shall consult with and report to the Owner as often as necessary concerning design issues arising during construction and the ESCO's compliance with the Contract Documents and the agreed upon work schedule.

F. On the basis of its on-site observations as an Consultant, the Consultant shall keep the Owner informed in writing of the progress and quality of the work and it shall guard the Owner against defects and deficiencies in the work, unexcused delays in the schedule, overpayment to the ESCO and against the ESCO's failure to carry out the work in accordance with the construction documents.

G. The Consultant shall be available for project meetings with the ESCO and the Owner's representatives to discuss, including but not limited to issues relative to plans, specifications, and applications, progress of the work, quality of the work and timely completion of the work.

H. The Consultant shall review and approve, reject or take other appropriate action upon the Contractor's submittals (including Shop Drawings, Product Data and Samples, etc.) as necessary to ascertain their conformance with the Contract Documents. The Consultant's review shall not be conducted for the purposes of confirming dimensions or quantities except to the extent that the ESCO has requested in writing the

assistance of the Consultant to determine certain dimensions because those indicated in the Contract Documents conflict with existing field conditions or because the dimensions in the Contract Documents contain erroneous, inconsistent, or incomplete dimensions for which clarification is needed and can best be supplied by the Consultant.

I. The Consultant shall maintain a record of each submittal received from the ESCO. The record shall include, at a minimum, the subject matter of the submittal, the related specification section number, the provider or supplier of the subject item, material or system, the date received, the action taken, and the date returned to the ESCO.

J. The Consultant's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, the Consultant shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.

K. The Consultant shall oversee the preparation of drawings, specifications and other documentation and supporting data in connection with Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents. The Consultant may authorize minor changes in the Work not involving a change in the projected energy savings and/or approvals from any regulatory agencies and/or an adjustment in the Contract Sum and/or an extension of the Contract Time which are consistent with the intent of the Contract Documents.

L. The Consultant shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences, procedures, scheduling or for safety precautions and programs in connection with the Work. The Consultant may, with the assistance of the Owner's attorney, include in the specifications, requirements governing the construction means, methods, techniques, sequences, or safety precautions in the Contract Documents. The Consultant shall not have control over, charge of, or responsibility for acts or omissions of the Owner, ESCO, its subcontractors, or their agents or employees, or of any other persons performing portions of the Work. However, as set forth in subparagraph M hereof, the Consultant shall report in writing to the Owner known or suspected material deviations from the Contract Documents as to quality and scope of work, as well as timeliness of the ESCO's performance as ascertained from the most recent construction schedule submitted by the ESCO. The Consultant shall not be responsible for achieving the guaranteed energy savings. That is the responsibility of the ESCO.

M. The Consultant shall advise the Owner in writing of work which does not conform to the Contract Documents as to quality of the work, scope of the work, or progress of the work. If the Consultant observes or is aware of work that does not conform to the Contract Documents, he shall immediately advise the Owner.

N. Whenever the Consultant considers it necessary or advisable for implementation of the intent of the Contract Documents, the Consultant will have authority to require additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. Additionally, when the Consultant receives a recommendation that such additional testing or inspection is required, the Consultant shall require such additional inspection or testing. However, neither this authority of the Consultant nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or

responsibility of the Consultant to the ESCO, its subcontractors, material and equipment suppliers, their agents or employees or other persons performing portions of the Work.

O. Based on the Consultant's observations and evaluations of the ESCO's Applications for Payment, the Consultant shall review and certify the amounts due the ESCO. The Consultant's certification for payment shall constitute a representation to the Owner, based on the Consultant's evaluations of the work and on the data comprising the ESCO's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Consultant's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents and that there are no defect or deficiencies in the work or other impediments to payment known by the Consultant. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents and in conformance with Owner's approvals upon Substantial Completion and measurement and verification for two (2) years thereafter, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Consultant. The issuance of a Certificate for Payment shall further constitute a representation, to the best knowledge of the Consultant, that the Contractor is entitled to payment in the amount certified.

P. The Consultant shall maintain a record of each Contractor's application for payment, copies of which applications shall be sent to the Owner with certification of each such application by the Consultant. Further, the Consultant shall not certify said application for payment if it is not accompanied by the following documentation:

1. Certified payroll for employees and employees of subcontractors performing work on the Project;
2. Application for final payment shall include: the items noted in Article 7(A) below and any other information required to effectuate Documentation of Payment as determined by the Consultant and Owner.

The Consultant shall be responsible only for ascertaining that the documentation listed in subparagraphs 1 and 2 hereof are annexed to the ESCO's application for payment. The Consultant shall not be required to review said documentation for completeness or accuracy.

ARTICLE 6

CONSULTANT'S POST CONSTRUCTION SERVICES

A. The Consultant shall provide the following services upon completion of the work:

1. Preparation of punch lists for completion of the Work by ESCO.
2. Review of final close out paperwork submitted by the ESCO, reviewed and collected, and execute such documents which require the Consultant's signature.
3. The Consultant shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, shall receive and review, approve or disapprove as appropriate, and forward to the Owner, and the Owner's attorneys at the Owner's request, for the Owner's review

and records written warranties and related documents required by the Contract Documents and assembled by the ESCO, and shall issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.

4. The Consultant shall transmit to the Owner all manuals, operating instructions, as-built plans, warranties, guarantees and other documents and things required by the EPC and submitted by the ESCO.
5. The Consultant shall review any as-built drawings furnished by the ESCO and shall certify to the Owner that the same are adequate and complete.

B. The Consultant's responsibility to provide services for post construction phase terminates upon issuance to the Owner of the final certificates for payment from all contractors. With the exception that the Consultant will evaluate and verify the ESCOs M&V report produced after year 1 and year 2 to ensure that the guaranteed energy savings have been realized.

ARTICLE 7

ADDITIONAL SERVICES

A. The services described in this Article 7 are not included in the services set forth in Articles 2 through 6 of this Agreement. The services described hereunder shall only be provided if authorized or confirmed in writing by the Owner and following the Consultant's written recommendation and advice as to the need for these additional services. If services described in this Article are required due to circumstances beyond the Consultant's control, the Consultant shall notify the Owner prior to commencing such services. If the Owner deems that such additional services are not required, the Owner shall give prompt written notice to the Consultant. If the Owner indicates in writing that all or part of such Additional Services is not required, the Consultant shall have no obligation to provide those services. However, in no event shall the Consultant undertake to perform the services described hereunder without the Owner's written authorization.

B. The Consultant's compensation for the services listed in this Article 7 if provided by the Consultant must be agreed upon by the ESCO for purposes of reimbursement from the ESCO, unless services are outside the Project scope and requested directly by the Owner. All approved additional services shall be invoiced by the Consultant pursuant to the hourly rate schedule annexed hereto as Appendix A.

C. The following services shall be compensated to the Consultant as additional services if so approved:

1. Providing consultation concerning replacement of Work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work as long as this damage was not the fault of the Consultant.
2. Providing services made necessary by the default of the ESCO.
3. Providing services in connection with an arbitration proceeding or legal proceeding commenced against the Owner by an entity/individual other than the Consultant, or as a witness thereto unless (1) subpoenaed by a party other than the Owner or (2) the Consultant is party to said proceedings.
4. Providing surveys, environmental studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project.

5. Providing services relative to future facilities, systems and equipment.
6. Providing art media or computer imaging renderings or building and/or site models.
7. Participation in observations of the project of parts thereof near the end of the one year or other warranty period applicable thereto under the EPC. The Consultant shall follow-up as appropriate with respect to the inadequate performance of materials, systems, and equipment under warranty. However, this paragraph shall not obligate the Consultant to participate in such observation beyond the warranty period set forth in the Contract Documents, and in no event shall the Consultant's services be required beyond 12 months from substantial completion of the Project by contractors, except as otherwise provided herein.

ARTICLE 8

STANDARD OF CONSULTANT'S SERVICES

A. The Consultant agrees to provide professional services that reflect the standard of professional care that is customary for Consultants in the State of New York. The Consultant shall not deviate to a lesser standard of care.

B. With regard to the work of this contract the ESCO shall (a) to the best of his abilities, identify asbestos containing materials which it encounters, (b) to the best of his abilities, notify the Owner of potential impacts of those asbestos containing materials on the project, the site, and its occupants; and (c) consult with the Owner and the Owner's designated consultant or contractor regarding coordination of the project with asbestos abatement. In addition to asbestos, the ESCO shall also be responsible to confirm and notify the Owner in writing, of the ESCO's findings of hazardous materials/wastes that will be disturbed, or handled/disposed of in performing the Project. Hazardous materials includes, but is not limited to asbestos, lead paint, mercury and PCB's. The ESCO will be responsible to coordinate any response to the discovery of hazardous materials.

C. The Consultant shall manage the Projects to be undertaken by the Owner so as to maximize the Owner's receipt of available rebates and incentives.

ARTICLE 9

OWNER'S RESPONSIBILITIES

A. The Owner shall furnish the following documentation, if it possesses same, to the Consultant to assist it in the performance of its obligations under this Agreement:

1. Surveys describing physical characteristics, legal limitations and utility locations for the site or the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and

below grade, including inverts and depths. All the information on the survey shall be referenced to a project benchmark.

2. Long Range Planning Studies prepared on behalf of the Owner.
3. AHERA Reports on file with the Owner.
4. Utility bills of the Owner.

The Consultant shall be entitled to rely on the accuracy of the information provided to it by the Owner.

B. With the Consultant's assistance and upon the Consultant's advice that such services are necessary, the Owner shall engage appropriate entities for structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports required by law or the Contract Documents. The Consultant shall request of the Owner such soil, foundation, hazardous material, and other tests, inspections, surveys and reports (collectively 'tests' in this subparagraph) as may, in the Consultant's professional judgment, be appropriate in the circumstances. To the extent qualified to do so as an Consultant, and as necessary, the Consultant shall cooperate in the formulation of such tests. The Consultant shall take into account the results of such tests in performing the Consultant's services.

C. The Owner shall furnish all legal and insurance services as may be necessary at any time for the Project, except where such services are necessitated due to a claim or suit brought against the Consultant.

ARTICLE 10

PAYMENTS TO THE CONSULTANT

A. Payment for the services under this Agreement shall be fully realized from the guaranteed savings realized by the EPC, if any. The Owner shall not be responsible to the Consultant for any direct payments for services performed under this Agreement, except as expressly set forth in Article 10(D) hereof. The Consultant acknowledges that the Owner has engaged the Consultant in connection with an EPC and that payment for the Consultant's services is subject to the approval of the EPC by the Town of Hempstead Town Board and is executory only to the extent of the monies appropriated and available for the purpose of the EPC Contract and no liability on account thereof shall be incurred beyond the amount of such monies. It is understood that neither this contract nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available monies for the purpose of this contract.

B. In the event that the Owner enters into an EPC, the Consultant's compensation for the services from the selected ESCO shall be a percentage of the Construction Cost, as defined in Section C below as approved by the Town of Hempstead Town Board and financed by the Owner, except that the initial percentage of payment to the Consultant set forth in paragraphs 10(D)(i)(a) and 10(D)(i)(b) shall be based on the proposed project cost prior to approval of plans and specifications.

C. The term "Construction Cost" is defined as follows:

i. Construction cost shall include the cost at the current market rates of labor and materials as evidenced by the proposal submitted and approved by the Town of Hempstead Town Board and financed by the Owner in connection with the Project construction costs shall not include operation and maintenance costs. In the event that a proposal is not awarded, approved and/or the Owner does not receive financing for the Project, the Owner shall not be liable for any costs incurred by the Consultant.

D. Owner agrees to insert the following payment schedule into the ESCO contract :

- i. The Consultant selected by the Owner shall be entitled to receive 5 percent of the construction costs for the energy performance project in accordance with the following schedule:
- a. 30% upon Owner signing contract with ESCO;
 - b. 30% upon completion of plans and specifications;
 - c. 30% upon approval of plans and specifications; and
 - d. 10% upon substantial completion.

E. All fees identified in this Agreement shall be the sole responsibility of the ESCO selected by the Owner for this Project. The Owner will require the ESCO in the execution of an EPC to provide the appropriate funds necessary to permit the ESCO to pay the Consultant in accordance with the schedule of fees identified in paragraph 11(D)(1) above. The Owner shall not be responsible for any Consultant fees not covered by the guaranteed savings and the schedule of fees as provided by the Consultant.

F. In the event that the Owner decides not to pursue an EPC for any reason whatsoever, the Owner shall be under no obligation to pay for any services provided by the Consultant.

G. Any additional compensation provided for in this Agreement will also be funded by the selected ESCO and said obligation must be included in the ESCO contract with the Owner. To that end, Owner agrees to append a copy of this Agreement to the ESCO contract with Owner, if any.

ARTICLE 11

TERMINATION, SUSPENSION OR ABANDONMENT

A. The Owner may terminate this agreement for any reason upon fourteen (14) days' notice to the Consultant.

B. This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. The breaching party shall have fourteen (14) days from notice of its breach to cure said breach.

C. The services to be performed by the Consultant shall at all times be subject to the direction and control of the Commissioner of Engineering of the Town, whose decision shall be final and binding upon the Consultant as to all matters arising out of, or in connection with, or relating to, this agreement. To prevent all disputes and litigation, the Commissioner of Engineering shall in all cases determine the amount, quality and acceptability and fitness of the work being performed, under the provisions of the agreement, and shall determine every question which may arise relative to the

fulfillment of this agreement on the part of the Consultant, and his estimate and decision shall be final, conclusive and binding upon the Consultant.

D. The Town shall have the absolute right to abandon or suspend any work, and such action on its part shall in no event be deemed a breach of the agreement. If any work shall be abandoned or suspended the Town will pay the Consultant at the rates listed in Section II for the services rendered by him to the date of such abandonment or suspension, in proportion to all the services to be rendered under the terms of this agreement, provided however, that such compensation shall in no event exceed the amount the Consultant would be entitled to pursuant to the provisions of Section II hereof.

E. The Town shall have the right to terminate this agreement at its pleasure and pay for the services rendered by the Consultant to the date of the contract termination.

ARTICLE 12

MISCELLANEOUS PROVISIONS

A. Unless otherwise provided, this Agreement shall be governed by the law of the principal place of business of the Owner.

B. The Consultant shall not assign this Agreement without the written consent of the Owner.

C. This Agreement represents the entire and integrated agreement between the Owner and Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Consultant.

D. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Consultant.

E. The Consultant shall have the right to include representations of the Project, including photographs of the exterior and interior, among the Consultant's promotional and professional materials. The Consultant's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Consultant in writing of the specific information considered by the Owner to be confidential or Proprietary. The Owner shall Provide Professional credit for the Consultant on the construction sign and in the promotional materials for the Project.

F. The Consultant shall provide Worker's Compensation, automobile, comprehensive general liability insurance covering the liability of the Consultant including contractual insurance defending, indemnifying and holding harmless the Town of Hempstead, its agents, employees and representatives from any and all loss and/or damage arising out of the performance of this agreement with a combined single limit (bodily injury/property damage) of \$1,000,000.00 and professional liability (Errors and Omission) insurance in the minimum amount of \$1,000,000.00. All policies shall be in a form, with a deductible, and with a carrier reasonably acceptable to the Owner. Promptly upon signing this agreement, and thereafter as necessary or requested, the Consultant shall provide the Owner with proof of the required insurance coverages. Simultaneously with the execution of this Agreement, Consultant shall deliver insurance policies and certificates to Owner which will provide at least a 30-day notice of cancellation or amendment. All insurance provided by Consultant shall name

the Owner as an additional insured to the maximum extent permitted by law.

G. The Owner herein designates the following as confidential information: security measures, any information pertaining to litigation, student likeness and student record information, employee information, and any other information deemed confidential by law.

H. The Consultant will not discriminate against any employee or applicant for employment because of race, creed, color or national origin. The Consultant will take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and the Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Town setting forth the provisions of this non-discrimination clause.

I. In all solicitations or advertisements for employees placed by or on behalf of the Consultant, the words "EQUAL OPPORTUNITY EMPLOYER" shall appear in type twice as large as that used in the body of the advertisement.

J. The Consultant shall secure compensation for the benefit of, and keep insured during the life of this agreement, each employee engaged on work under this agreement, in compliance with the provisions of the Workmen's Compensation Law. This agreement shall be void and of no effect unless such compensation is secured.

ARTICLE 13

TERM OF AGREEMENT

The term of the within Agreement commences with the appointment of an ESCO by the Owner and terminates upon completion of the Project. Notwithstanding the foregoing, the Consultant will assist the Owner with the evaluation of actual energy savings realized during the first and second year after project completion at no cost to the Owner.

IN WITNESS WHEREOF, the parties have duly executed this agreement the day and year first above written.

TOWN OF HEMPSTEAD

By:

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

The ECG Group

By:

Print name
Title

Approved::

Jeffrey M. Tierny
Deputy Commissioner of Engineering
Form Approved:

Date: _____

Joseph J. Ra
Town Attorney

Date: _____

Approved:

Kevin Conroy
Town Comptroller

Date _____

STATE OF NEW YORK)

)s:

COUNTY OF NASSAU)

On this _____ day of _____, 2017 before me personally came DOUGLAS L. TUMAN, of the ENGINEERING DEPARTMENT of the TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK, who being by me duly sworn did depose and say that she resides at _____

_____ that she is the COMMISSIONER of the ENGINEERING DEPARTMENT of the TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK, the corporation described in and which executed the above contract; that he knows the corporate seal; that it was so affixed by order of the TOWN BOARD of the TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK, and that by like order he hereunto signed his name and official designation.

Notary Public, State of New York

STATE OF NEW YORK)

)s:

COUNTY OF NASSAU)

On this _____ day of _____, 2017 before me personally came _____ known and known to me, who, being by me duly sworn did depose and say that he/she resides at _____ and

that he/she is the _____ of the _____ described in and which executed the foregoing instrument and that he/she knows the seal of said _____ and that the seal affixed to said instrument is such seal; that it was affixed by order of the said partnership and that he signed his name thereto by like order.

Notary Public, State of New York

Appendix A

Hourly Rate Schedule*

Principal \$250/hour
Licensed Engineer \$150/hour
Registered Architect \$150/hour
Project Engineer \$115/hour
Project Manager \$115/hour
Certified Energy Manager \$125/hour
Project Administrator \$90/hour"

CASE NO.

RESOLUTION NO.

Adopted:

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

RESOLUTION ACCEPTING BID FOR CONTRACT #20A-2018 FOR THE YEARLY REQUIREMENTS FOR THE CLEANING OF RESTROOMS AT CAMP ANCHOR FOR THE DEPARTMENT OF PARKS AND RECREATION.

WHEREAS, the Director of Purchasing, on behalf of the Department of Parks and Recreation, advertised for bids for the cleaning of the restrooms at Camp Anchor;

and

WHEREAS, the following bids submitted pursuant to such advertisement were opened and referred to the Department of Parks and Recreation for examination and report:

| <u>Contractor</u> | <u>2018</u> | <u>2019</u> | <u>2020</u> | <u>Total</u> | <u>Cash Discount</u> |
|---|-------------|-------------|-------------|--------------|----------------------|
| Jantech Industries, LLC 23 South Main Street Freeport, N.Y. 11520 | \$7,334.50 | \$7,501.50 | \$7,768.50 | \$22,604.50 | 1% |

| <u>Contractor</u> | <u>2018</u> | <u>2019</u> | <u>2020</u> | <u>Total</u> | <u>Cash Discount</u> |
|--|-------------|-------------|-------------|--------------|----------------------|
| OneService Commercial Building Maintenance, Inc. 80 Orville Drive Bohemia, N.Y. 11716 | \$9,458.00 | \$9,889.00 | \$9,889.00 | \$29,236.00 | N/A |

| <u>Contractor</u> | <u>2018</u> | <u>2019</u> | <u>2020</u> | <u>Total</u> | <u>Cash Discount</u> |
|--|-------------|-------------|-------------|--------------|----------------------|
| Professional Maintenance of L.I., Inc. 218 Front Street Hempstead, N.Y. 11550 | \$18,150.00 | \$19,057.50 | \$20,010.00 | \$57,217.50 | 1.5% |

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; and

WHEREAS, the Commissioner of the Department of Parks and Recreation has reported that the lowest bid was submitted from Jantech Industries, LLC, 23 South Main Street, Suite 22, Freeport, N.Y., 11520, in the total amount of \$22,604.50 and has recommended acceptance of said bid to the Town Board and it appears that said bidder is duly qualified.

NOW, THEREFORE, BE IT

RESOLVED, that the bid received from Jantech Industries, LLC, 23 South Main Street, Suite 22, Freeport, N.Y., 11520 for the cleaning of the restrooms at Camp Anchor in the amount of \$22,604.50, be accepted; and

BE IT FURTHER

Item # 35

Case # 16531

RESOLVED, that Town Comptroller be and is hereby authorized to make payments from Department of Parks and Recreation Code 400-007-7110-4090 - Building Maintenance.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH SMARTPROCURE, INC. d/b/a GOVSPEND FOR USE OF THEIR PROCUREMENT SOFTWARE FOR A TERM OF ONE YEAR

WHEREAS, GovSpend, 700 West Hillsboro Boulevard, Suite 4-100, Deerfield Beach, Florida 33441 represents a suite of proprietary software applications which use a national database to assist government entities in their procurement operations; and

WHEREAS, the software offered by GovSpend is unique in its offerings and represents a sole source option available to the Town of Hempstead (the "Town") to help improve its procurement capabilities (the "Services"); and

WHEREAS, the Town wishes to enter into this agreement for a period of one year beginning May 1, 2018 to April 30, 2019 at a cost not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00) (the "Agreement"); and

WHEREAS, it is in the best interest of the residents of the Town to enter into the Agreement for the Services, as recommended by the Town Comptroller;

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board authorizes the Agreement; and be it further

RESOLVED, that the Town Comptroller be and is hereby authorized to enter into the Agreement with GovSpend, 700 West Hillsboro Boulevard, Suite 4-100, Deerfield Beach, Florida 33441 for the Services; and be it further

RESOLVED, that the Town Comptroller be and is hereby authorized and directed to pay the sum not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00) for said Services out of General Fund-Undistributed Account#: 010-012-9000-4151

The foregoing was adopted upon roll call as follows:

AYES: ()

NOES: ()

* * * * *

Item # 36

Case # 6085



Purchase Agreement

700 West Hillsboro Blvd, Suite 4-100
Deerfield Beach, Florida 33441
Fax - 954-399-7067
www.govspend.us

Date: 4/16/2018

| CUSTOMER |
|--|
| Organization: Town of Hempstead |
| Attr: Gordon Fox |
| gordfox@tohmail.org |

| GOVSPEND |
|--|
| Name: Rachael Scherer |
| Email: rscherer@govspend.us |
| Phone: 305-563-2613 |

| PLAN DESCRIPTION | YEARS | PMT PERIOD | PMT AMT/PERIOD | TOTAL |
|---|-------|------------|----------------|----------------|
| SmartSearch (Annual Subscription) – 5 Users | 1 | One-time | \$10,000 | \$10,000 |
| SmartSearch (Annual Subscription) – 5 Users | 1 | One-time | (\$2,500) | (\$2,500) |
| | | | | |
| | | | | |
| TOTAL: | | | \$7,500 | \$7,500 |

NOTES

- One-time Discount approved by Steven Bryan.

APPROVED

By *AK* Date 4/19/18

**KEVIN R. CONROY, CPA
TOWN COMPTROLLER**

TERMS OF SERVICE

All orders for GovSpend products and services are subject to our Terms of Service and Privacy Policy, which can be viewed at govspend.us/terms and govspend.us/privacy.

I HAVE READ AND ACCEPTED THE TERMS OF SERVICE.

AUTHORIZED SIGNER: Kevin R. Conroy, CPA

TITLE OF SIGNER: Town Comptroller

DATE SIGNED: *[Signature]* 4/19/18

CONTACT NAME FOR INVOICING: Gordon J. Fox

CONTACT EMAIL FOR INVOICING: Gordfox@tohmail.org

DocuSigned by:
 Rachael Scherer
87E36B990F7941A...

Purchase Agreement must be signed within 30 days from Date at the top of this Agreement. Terms are Net 15.

Unless terminated in accordance with our terms of service or any written agreement that you have with us, the term will continue to renew automatically for consecutive annual terms at the then current, non-discounted rate. We may charge any previously authorized credit card or other account upon such renewal. However, no renewal will occur if you provide written notice of non-renewal to us before the effective date of renewal. This Purchase Agreement is deemed accepted by GovSpend upon sending of an invoice or sending of a receipt for payment by GovSpend.

APPROVED
 [Signature]
DIRECTOR OF PURCHASING

APPROVED AS TO FORM
 Charles O. Heine
SENIOR DEPUTY TOWN ATTORNEY
DATE 4/19/18

Adopted:

offered the following resolution

and moved its adoption:

(18-1)
 RESOLUTION AND ORDER DIRECTING
 CONSTRUCTION OR RECONSTRUCTION
 OF SIDEWALK AREA ALONG CERTAIN STREETS
 IN THE TOWN OF HEMPSTEAD, NASSAU COUNTY, NY

WHEREAS, in the interest of public safety and convenience it has been recommended that sidewalk area be constructed or reconstructed on the streets and at the locations as set forth in the order attached hereto; in the Town of Hempstead, Nassau County, NY;

NOW THERE BE IT RESOLVED, that this Town Board adopt an order requiring the owners of property abutting the streets and at the locations set forth in the order attached hereto to construct or reconstruct the sidewalk area in front of their property, which order adopted herewith and made a part hereof shall read as follows:

At a regular meeting of the
 Town Board of the Town of
 Hempstead, Nassau County,
 N.Y. held at the Town Hall
 Plaza, Main St., Hempstead,
 New York, on the

2018

P R E S E N T:

ABSENT:

- | | |
|-----------------------|----------------|
| Laura A. Gillen, | Supervisor |
| Dorothy L. Goosby, | Council Member |
| Dennis Dunnie, Sr. | “ |
| Edward A. Ambrosino, | “ |
| Bruce A. Blakeman, | “ |
| Erin King Sweeney | “ |
| Anthony P. D'Esposito | “ |

----- X

IN THE MATTER OF

DIRECTING ADJACENT OWNERS TO CON-
 STRUCT OR RECONSTRUCT SIDEWALK AREA
 ALONG CERTAIN STREETS IN THE TOWN
 OF HEMPSTEAD, NASSAU COUNTY, N.Y.

----- X

Item # 37

Case # 6365

WHEREAS, in the interest of public safety and convenience it has been recommended that sidewalk area be constructed on streets and at locations as set forth below; and

WHEREAS, after due investigation this Board believes that it is in the public interest to construct or reconstruct sidewalk area in front of properties hereinafter set forth; NOW, THEREFORE, BE IT

RESOLVED, that this Town Board adopt an order requiring the owners of property here in below set forth to construct or reconstruct the sidewalk area in front of their property, and BE IT FURTHER,

RESOLVED, ORDERED AND DETERMINED BY THE TOWN BOARD OF THE TOWN OF HEMPSTEAD AS FOLLOWS:

Section 1. That the reputed owners of property designated in the Notice hereinafter set forth and made a part of this order be and they are hereby directed to construct or reconstruct the sidewalk area along the street on which their designated premises abut; that the same be constructed or reconstructed for the welfare and protection of the public; and that the same be constructed or reconstructed by and at the expense of the adjacent abutting property owners or their duly authorized agents pursuant to the provisions of the Sidewalk Ordinance of the Town of Hempstead; such work to be completed within thirty (30) days from the date of Notice as hereinafter prescribed.

Section 2. The form of the Notice containing the names of the reputed property owner affected with their addresses and location of the properties where sidewalks are required to be constructed or reconstructed according to the Section, Lot and Block numbers as shown on the Nassau County Land and

| <u>OWNER</u> | <u>SECTION</u> | <u>BLOCK</u> | <u>LOT(S)</u> |
|--|----------------|--------------|---------------|
| FREDERICK R ECKHARDT 848 ALLEN PL Baldwin, NY 11510-4006 | 54 | 508 | 00210 |
| LEEMILTS PETROLEUM INC 869 ATLANTIC AVE Baldwin, NY 11510-4013 | 54 | 508 | 00220 |
| ANTONIO VASSALLO 2301 CENTRAL AVE Baldwin, NY 11510-3302 | 54 | 099 | 00040 |
| MARIE G JOSEPH 2382 GALE AVE Baldwin, NY 11510-3202 | 54 | 104 | 00040 |
| RAMIREZ BLANKING 3327 WOLFSON DR Baldwin, NY 11510-4947 | 54 | 551 | 00600 |
| EDWARD GARFINKEL 2529 ARMY PL Bellmore, NY 11710-4806 | 63 | 026 | 00190 |
| CAREY & SHERYL PLATT 2218 BRODY LN Bellmore, NY 11710-5102 | 63 | 279 | 00140 |
| CAROL KILGALLIN 2736 NATTA BLVD Bellmore, NY 11710-3218 | 56 | 404 | 06470 |
| VINCENT & ANN MANZO 2547 OAK ST Bellmore, NY 11710-3107 | 56 | S06 | 07980 |
| MICHAEL & MARY MOLLOY 2680 SHIRLEY LN Bellmore, NY 11710-4638 | 63 | 228 | 00070 |

| | | | |
|--|----|-----|-------|
| NAZAR KHAN, ESQ 2775 BIRCH AVE East Meadow, NY 11554-4323 | 51 | 021 | 04860 |
| MOIZ SAYEED 733 BLACKSTONE AVE East Meadow, NY 11554-5108 | 50 | 443 | 00220 |
| EDWIN ZITOVSKY 701 DURHAM RD East Meadow, NY 11554-4604 | 50 | 433 | 00010 |
| ANGELO LACOPPOLA 731 DURHAM RD East Meadow, NY 11554-4604 | 50 | 433 | 00210 |
| BUSHRA ALZUBAIDI 624 HILDA ST East Meadow, NY 11554-5463 | 51 | 028 | 03320 |
| CALVARY LUTHERAN CHURCH 36 TAYLOR AVE East Meadow, NY 11554-2126 | 51 | 004 | 00420 |
| YVES DESGRANGES 1462 WILSON RD East Meadow, NY 11554-4443 | 50 | 430 | 00070 |
| WINONA LICHTENSTADT 22 ARDEN RD East Rockaway, NY 11518-2402 | 42 | 065 | 00170 |
| MARY LOU PERRY 28 NORTH BLVD East Rockaway, NY 11518-1830 | 42 | 020 | 01240 |
| JACOB DANIEL 468 4TH ST Elmont, NY 11003-2829 | 32 | 722 | 00210 |
| LOUIS D. ZEPHIR 1491 ADAMS ST Elmont, NY 11003-1006 | 32 | 321 | 00630 |
| TARAH SAN PABLO 220 GOTHAM AVE Elmont, NY 11003-2136 | 32 | 430 | 01190 |
| EVA LESPERANCE 217 LEHRER AVE Elmont, NY 11003-3025 | 32 | 505 | 00200 |
| ADAMINA & MILAGROS GUADALUPE 76 Oaklev Ave Elmont, NY 11003 | 32 | 559 | 02100 |
| ALEYAMMA M GEORGE 124 OAKLEY AVE Elmont, NY 11003-2520 | 32 | 559 | 03190 |
| JOAN SEABOURNE 85 SILVER ST Elmont, NY 11003-3623 | 32 | 677 | 00130 |
| CYNTHIA GUARINO 1293 TRIBUNE AVE Elmont, NY 11003-3316 | 32 | 575 | 00880 |
| DAVID FEZZA 1072 CARUKIN ST Franklin Sq, NY 11010-1429 | 35 | 020 | 01420 |
| CLAYTON DALY 205 GOLDENROD AVE Franklin Sq, NY 11010-4440 | 33 | 596 | 02670 |

| | | | |
|--|----|-----|-------|
| JOSEPH BORG 665 MORTON AVE Franklin Sq, NY 11010-3228 | 35 | 618 | 00120 |
| DANIEL P. CURTO JR 417 SAINT LUKE PL Franklin Sq, NY 11010-2025 | 35 | 156 | 00260 |
| JOSEPH PATRICK MILANA 643 SOBO AVE Franklin Sq, NY 11010-4312 | 35 | 180 | 01220 |
| STEPHANIE GIORDANO 1112 THEODORA ST Franklin Sq, NY 11010-1531 | 35 | 016 | 00240 |
| KEW 18 CORP 1353 KEW AVE Hewlett, NY 11557-1304 | 39 | 074 | 01210 |
| IRREVOCABLE TRUST FOR 135 BAYVIEW AVE Inwood, NY 11096-2239 | 40 | 082 | 03230 |
| JOSEPH FUSCHETTO 251 Spring St Lawrence, NY 11559 | 40 | 033 | 01040 |
| WILLIAM MALONE 29 CHAPEL LN Levittown, NY 11756-2635 | 51 | 148 | 00320 |
| JILLIAN & LUIS SENRA 35 CRESCENT LN Levittown, NY 11756-2505 | 51 | 156 | 00280 |
| DIANE E. & EDWARD F. LARKIN 23 GREEN LN Levittown, NY 11756-4004 | 51 | 172 | 00130 |
| BARBARA STORDEUR 29 LOWLAND RD Levittown, NY 11756-4132 | 46 | 353 | 00030 |
| GARY J TIMPONE 29 TOWER LN Levittown, NY 11756-3925 | 51 | 177 | 00190 |
| ROSEANNA DUBIEL 153 WADSWORTH AVE Levittown, NY 11756-5730 | 51 | 465 | 00110 |
| STEVEN FELDSTEIN 67 REYNOLDS DR Lido Beach, NY 11561-4927 | 60 | 066 | 00090 |
| PRESTON J GOLDNER 1929 CEDAR ST Merrick, NY 11566-1614 | 56 | 006 | 00560 |
| WILLIAM SCHNEIR 1941 CEDAR ST Merrick, NY 11566-1614 | 56 | 006 | 00590 |
| DANIEL LOGVIN 71 Frankel Blvd Merrick, NY 11566 | 56 | 188 | 03460 |
| JONATHAN & DEENA ORTMAN 2993 FRANKEL BLVD Merrick, NY 11566-5435 | 63 | 129 | 00930 |
| AMY KRAMER 1950 LESLIE LN Merrick, NY 11566-5210 | 62 | 207 | 00270 |

| | | | |
|--|----|-----|-------|
| LERNER KANFER GROBMAN 125 MERRICK AVE Merrick, NY 11566-3147 | 55 | 113 | 16 |
| JAMES & NADINE DEROVIRA STACK 1929 ORCHARD ST Merrick, NY 11566-1650 | 56 | 006 | 01690 |
| RICHARD J. WATKINS 24 POPLAR ST Merrick, NY 11566-4118 | 55 | 162 | 00010 |
| BRIAN COLL 122 AMPEL AVE N Bellmore, NY 11710-2703 | 56 | 241 | 02030 |
| KAREN A. VALENTE 2431 HAMILTON AVE N Bellmore, NY 11710-2148 | 56 | 109 | 00290 |
| MICHAEL PUGLIESE 2804 JANET AVE N Bellmore, NY 11710-2022 | 51 | 071 | 01240 |
| STUART JAFFE 1255 JULIA LN N Bellmore, NY 11710-1924 | 51 | 290 | 00240 |
| IRWIN & ROSLYN BERSON 2246 REDMOND RD N Bellmore, NY 11710- | 56 | 041 | 03930 |
| EUGENE J TRUE 765 WILLARD ST N Bellmore, NY 11710-1225 | 51 | 083 | 01810 |
| EDWARD BATTAGLINO 795 WILLARD ST N Bellmore, NY 11710-1232 | 51 | 077 | 01800 |
| KENNETH TALLON 771 WILLARD ST N Bellmore, NY 11710-1232 | 51 | 077 | 01720 |
| GERARD & LORANE VAN SLUYTMAN 1867 BROWNING ST North Baldwin, NY 11510-2321 | 36 | 412 | 05780 |
| ROBERT PEREYRA 875 STANTON AVE North Baldwin, NY 11510-2441 | 36 | 443 | 00310 |
| PAUL NARDONE 167 ALLEN AVE Oceanside, NY 11572-1541 | 54 | 155 | 02600 |
| MR. & MRS. FRANK ALFIERI 195 ELIZABETH AVE Oceanside, NY 11572-2308 | 54 | 237 | 02200 |
| PATRICIA NUGENT 79 FAIRVIEW AVE Oceanside, NY 11572-3105 | 38 | 363 | 00650 |
| JOSEPH SQUILLANTE 126 FAIRVIEW AVE Oceanside, NY 11572-3138 | 38 | 364 | 02440 |
| JOSEPH L & BETTY REDO 63 FAIRVIEW AVE Oceanside, NY 11572-3105 | 38 | 363 | 00630 |
| COREY ARONIN 3375 FAIRWAY RD Oceanside, NY 11572-5608 | 54 | 539 | 00010 |

| | | | |
|--|----|-----|-------|
| KEVIN G STENDER 2713 FORTESOUÉ AVE Oceanside, NY 11572-2639 | 54 | 494 | 00400 |
| LOUIS RAGONE 2712 FORTESOUÉ AVE Oceanside, NY 11572-2640 | 54 | 504 | 00060 |
| OCEANSIDE SCHOOL UNION FREE # 8 3252 FULTON AVE Oceanside, NY 11572-4047 | 43 | 384 | 00010 |
| RAYMUNDO APELLIDO 531 LINKS DR E Oceanside, NY 11572-5619 | 54 | 568 | 00210 |
| KERWIN & KAREN FARKAS 3657 LORRIE DR Oceanside, NY 11572-5952 | 60 | 088 | 00090 |
| LINDA L TRAGLIA 239 MADISON AVE Oceanside, NY 11572-2323 | 54 | 239 | 01530 |
| CARMINE P DI RESTO 3196 SHORE RD Oceanside, NY 11572-2821 | 43 | 398 | 00170 |
| JOHN F GUGLIELMO 378 WEIDNER AVE Oceanside, NY 11572-3825 | 43 | 257 | 00420 |
| DEBORAH A AMATO 3017 XAVIER PL Oceanside, NY 11572-4222 | 54 | 221 | 00110 |
| F & W CANNATARO INC 2415 LONG BEACH RD Rockville Ctr, NY 11572-1319 | 38 | 340 | 00420 |
| KEVIN & MARGUERITE SNIFFEN 1223 MAPLE AVE S Hempstead, NY 11550-7731 | 36 | 276 | 01030 |
| EDWARD P. MALLAY 1243 MAPLE AVE S Hempstead, NY 11550-7731 | 36 | 276 | 01160 |
| RICHARD SCHNEIDER 1824 GRANT AVE Seaford, NY 11783-2317 | 52 | 290 | 09170 |
| JEROME A. PASCUCCI 2593 IRENE LN Seaford, NY 11783-3531 | 65 | 257 | 00040 |
| NICHOLAS MIGLIORE 2594 IRENE LN Seaford, NY 11783-3530 | 65 | 256 | 00020 |
| STEVE & DAIVA BIENKOWSKI 3875 MAPLEWOOD DR Seaford, NY 11783-2036 | 52 | 373 | 00050 |
| CARL MELVIN 777 PINENECK RD Seaford, NY 11783-1320 | 52 | 480 | 00260 |
| ROBERT RODMAN 2377 S SEAMANS NECK RD Seaford, NY 11783-3235 | 65 | A | 05870 |
| MIDAS REALTY CORPORATION 3906 SUNRISE HWY Seaford, NY 11783-2634 | 57 | 151 | 01140 |

| | | | |
|--|----|-----|-------|
| MIRIAM L DEVORE 533 BEDFORD AVE Uniondale, NY 11553-2125 | 34 | 549 | 01890 |
| PIERRE P. BRAY 416 MAPLE AVE Uniondale, NY 11553-1823 | 34 | 455 | 04780 |
| PAULINE SIMMONS 1138 PEMBROKE ST Uniondale, NY 11553-1411 | 50 | 014 | 00010 |
| WILLIAMS 1028 ROCHELLE CT Uniondale, NY 11553-3022 | 50 | 372 | 00450 |
| MOHAMMED AMIR ASLAM 94 BRENTWOOD LN Valley Stream, NY 11581-2345 | 39 | 525 | 00120 |
| ASHLEY WARDEN 1039 MARCH DR Valley Stream, NY 11580-1809 | 37 | 593 | 00120 |
| MARINA VOLPIN 784 SOUTHGATE DR Valley Stream, NY 11581-3514 | 39 | 610 | 00660 |
| LESLIE ROTHBART 676 VAN DAM ST Valley Stream, NY 11581-3522 | 39 | 610 | 00490 |
| DANTON REALTY CORP 279 COLONY ST W Hempstead, NY 11552-2426 | 35 | 380 | 01420 |
| MIRLA MERCADO 125 HEMPSTEAD GARDENS DR W Hempstead, NY 11552-2663 | 35 | 387 | 00110 |
| FERDINND MOTLEY 1 HOPATCONG AVE W Hempstead, NY 11552-4303 | 35 | 462 | 08300 |
| CHRISTOPHER LAKE 37 MELVIN AVE W Hempstead, NY 11552-4140 | 35 | 604 | 00130 |
| Mandalay Elementary School 2667 BAYVIEW AVE Wantagh, NY 11793-4324 | 63 | 173 | 00010 |
| MICHELE & THOMAS GHIRALDI 2226 Beech St Wantagh, NY 11793 | 57 | 132 | 01860 |
| MARCELINO E MARTINEZ 3635 BERNARD DR Wantagh, NY 11793-1658 | 51 | 473 | 00400 |
| ANN CIAURI 1899 BOURNE CT Wantagh, NY 11793-3400 | 57 | 219 | 00200 |
| SCOTT M BECKER 2941 EATON RD E Wantagh, NY 11793-2420 | 56 | H05 | 00210 |
| JOSEPH W GIORDANO JR 2464 FREEPORT ST Wantagh, NY 11793-4527 | 63 | 181 | 00800 |
| RICHARD SADOWY 1776 JANE ST Wantagh, NY 11793-3543 | 57 | 234 | 00220 |

| | | | |
|--|----|-----|-------|
| STEVEN FALK 2063 SPRUCE ST Wantagh, NY 11793-4117 | 57 | 301 | 00720 |
| JACQUELINE FARRELL 16 WAVY LN Wantagh, NY 11793-1202 | 51 | 362 | 00170 |
| CHERRY VALLEY SHOPPING CENTER 496 HEMPSTEAD TPKE WEST HEMPSTEAD , NY - | 33 | E | 116 |
| MARY GRAFFEO 1069 BOWLING GREEN DR Westbury, NY 11590-5517 | 45 | 003 | 00300 |
| WILLIAM BUONOMO 2376 Salisbury Rd Westbury, NY 11590 | 45 | 029 | 00540 |
| JULIE LEVINE 896 CAMBRIDGE RD Woodmere, NY 11598-2023 | 39 | 133 | 01500 |

IN DEFAULT OF CONSTRUCTION OR RECONSTRUCTION and completion of said sidewalk area as required by this Notice within the time above specified, the Town Board of said Town of Hempstead will cause such sidewalk area to be constructed or reconstructed and will assess the cost thereof against the aforesaid premises adjoining said sidewalk area in accordance with the provisions of law hereinabove set forth.

DATE:

The foregoing resolution was seconded by Council member

and adopted upon roll call as follows:

AYES:

NOES:

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING AN AMENDMENT TO THE
TOWN'S PROCUREMENT POLICY TO REQUIRE THE
ISSUANCE OF REQUESTS FOR PROPOSALS FOR
PROFESSIONAL SERVICES AGREEMENTS AND INSURANCE
COVERAGE IN EXCESS OF \$20,000.00.**

WHEREAS, pursuant to Resolution No. 756-2013, duly adopted at its meeting held on June 18, 2013, the Town of Hempstead (the "Town") rescinded its previously approved procurement guidelines authorized under Resolution No. 233-1992 and adopted revised internal policies and procedures governing the procurement of goods and services not subject to the bidding requirements of New York State General Municipal Law (GML) Section 103 (the "Procurement Policy and Procedures"); and

WHEREAS, prominent exceptions to competitive bidding include professional services and insurance coverage; and

WHEREAS, in order to foster increased competition, and to ensure that professional services and insurance coverage contracts are awarded in the best interests of the taxpayers, the Town Supervisor has recommended that the Procurement Policy and Procedures be amended to require the Town to use Requests for Proposals (RFPs) whenever feasible when the procurement is above \$20,000.00 (the "Amendment"); and

WHEREAS, the Board wishes to authorize the Amendment to the Procurement Policy and Procedures;

NOW, THEREFORE, BE IT

RESOLVED that the Town Board does hereby authorize the Amendment to the Procurement Policy and Procedures, as set forth in the amended Procurement Policy and Procedures, a copy of which is annexed hereto and will be on file in the offices of the Town Clerk and Comptroller; and be it further

RESOLVED that the Amendment to the Procurement Policy and Procedures shall take effect on June 1, 2018, except that Town offices and departments should use their best efforts to immediately begin implementation of the guidelines outlined in the Amendment; and be it further

RESOLVED that the Town Comptroller and all other departments that oversee procurement be and hereby are directed to implement the amended Procurement Policy and Procedures in compliance with this resolution.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 38

Case # 28103 + 4330-A

TOWN OF HEMPSTEAD
PROCUREMENT POLICY AND PROCEDURES

GUIDELINE 1- Every prospective purchase of goods or services shall be evaluated to determine the applicability of GMI, 103. Every town officer, board, department head or other personnel with the requisite purchasing authority (hereinafter "Purchaser") shall consider the reasonably expected aggregate amount of all purchases of the same commodities, services or technology to be made within the twelve-month period commencing on the date of purchase. That estimate shall include the canvass of other Town departments and past history to determine the likely yearly value of the commodity to be acquired. The information gathered and conclusions reached shall be documented and kept with the file or other documentation supporting the purchase activity.

GUIDELINE 2- All estimated purchases of the bid threshold amount or less but greater than \$5,000.00 require a written request for a proposal (RFP) and/or written/fax quotes from (3) vendors; \$5,000.00 or less but greater than \$2,000.00 require an oral request for the goods and/or oral/fax quotes from two (2) vendors; \$2,000.00 or less are left to the discretion of the Purchaser. All estimated public works contracts of the bid threshold amount or less but greater than \$15,000.00 require a written RFP and/or fax/proposals from three (3) contractors; \$15,000.00 or less but greater than \$4,000.00 require a written RFP and/or fax/proposals from two (2) contractors; \$4,000.00 or less are left to the discretion of the Purchaser. Any written RFP shall describe the desired goods, quantity and the particulars of delivery. The Purchaser shall compile a list of all vendors from whom written/fax/oral quotes have been requested and the written/fax/oral quotes offered; all information gathered in complying with the procedures of this Guideline shall be preserved and filed with the documentation supporting the subsequent purchase or public works contract.

GUIDELINE 3- The lowest responsible proposal or quote shall be awarded the purchase or public works contract unless the Purchaser prepares a written justification providing reasons why it is in the best interest of the town and its taxpayers to make an award to other than the low bidder. If a bidder is not deemed responsible, facts supporting that judgment shall also be documented and filed with the record supporting the procurement.

GUIDELINE 4- A good faith effort shall be made to obtain the required number of proposals or quotations. If the Purchaser is unable to obtain the required number of proposals or quotations, the Purchaser shall document the attempt made at obtaining the proposals. In no event shall the inability to obtain the proposals or quotes be a bar to the procurement.

GUIDELINE 5- Except when directed by the Town Board, no solicitation of written proposals or quotations shall be required under the following circumstances: a) acquisition of professional services **in the amount of \$20,000.00 or less**; b) emergencies with written justification; c) sole source situations; d) goods purchased from agencies for the blind or severely handicapped; e) goods purchased from correctional facilities; f) goods purchased from another governmental agency; g) goods purchased at auction .

GUIDELINE 6- In order to foster increased competition, and to insure that professional services are awarded in the best interests of the taxpayers, it is the Town's policy to use RFPs whenever feasible when the procurement is above \$20,000.00. Professional services generally include services rendered by attorneys, engineers, and certain other services requiring specialized or technical skills, experience and knowledge, the exercise of professional judgment, or a high degree of creativity. In addition, the Town shall issue RFPs for the procurement of insurance coverage (e.g. health, fire, liability and worker's compensation), whenever feasible, when the procurement is above \$20,000.00.

- a) **The Town shall advertise the RFPs in a newspaper of general circulation, consistent with the procedures for advertising a public bid under General Municipal Law Section 103.**
- b) **In selecting a service provider, the Town will consider factors such as the qualifications, experience, skill, training, staffing and reputation of the service provider, in addition to the cost of the services to be rendered.**

- c) There shall be a committee to evaluate RFP proposals for each service. The committee shall comprise three (3) members: the Commissioner or his/her designee for the department from which the RFP is generated or overseen; the Supervisor's Chief of Staff or his/her designee; and the Town Attorney or his/her designee. The committee members shall review and evaluate the proposals. At its discretion, the committee may elect to interview each firm, make visits to each firm or review prior work done by each firm.
- d) Notwithstanding anything in these guidelines to the contrary, the Town shall issue an RFP for legal services for matters expected to exceed \$10,000. This RFP shall be for a two (2) year period, and shall include hourly rates. The committee to evaluate the legal services RFP shall comprise the Town Attorney or his/her designee; the Counsel to the Supervisor or his/her designee; and the Counsel to the Town Board or his/her designee.

The Town shall establish a panel of selected firms to be assigned matters on an as-needed basis. Once the panel is created by the Town Board, firms will be required to execute individual retainer agreements with the Town for each matter assigned. Placement on the panel does not constitute any guarantee that selected firms will be assigned any matters by the Town.

For the first two year period, the Town shall issue an RFP for legal services on or before June 1, 2018 and award the RFP on or before July 1, 2018.

Notwithstanding anything to the contrary, at any time prior to the establishment of the panel, the Town Attorney is authorized to immediately engage the legal services of outside counsel on an emergency basis. Contemporaneous with such engagement, the Town Attorney shall provide written notification of such emergency engagement, including the basis of the emergency, to the Counsel to the Supervisor or his/her designee and the Counsel to the Town Board or his/her designee.

GUIDELINE 7 No agreement for professional services shall be renewed, and no option to extend a professional services agreement shall be exercised, without Town Board approval.

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING CIRQUE-DU-SOLEIL AMERICA, INC. TO ERECT A TEMPORARY TENT IN THE PARKING FIELD OF THE NASSAU VETERANS MEMORIAL COLISEUM AND TO HOLD A PERFORMING ARTS SHOW FROM MAY 17, 2018 THROUGH JULY 1, 2018 WITH PRIOR SETUP IN CONNECTION WITH BUILDING PERMIT APPLICATION NUMBER 201805413

WHEREAS, the Cirque-du-Soleil America Inc. (hereinafter "Applicant") has contracted with Nassau Events Center, LLC to hold a performing arts show from May 17, 2018 through July 1, 2018 in the parking field of the Nassau Veterans Memorial Coliseum (hereinafter "Coliseum") with prior setup to occur during the period of April 25, 2018 through May 16, 2018; and

WHEREAS, the Coliseum is located in the Mitchel Field Mixed Use MFM zoning district and is identified as Section 44, Block F, Lots 351, 403, 411, 412 & 415 on the Nassau County Land and Tax Map; and

WHEREAS, the performing arts show is an accessory primary use to the operation of the Coliseum and will be held in the parking field to the South of the Coliseum, abutting Hempstead Turnpike and located East of the MSK medical facility in accordance with the site layout plan prepared by Timothy Carl Franklin dated April 5, 2018; and

WHEREAS, the applicant has contacted the other interested agencies to obtain all other necessary permits and approvals; and

WHEREAS, the applicant has contracted with the Nassau Community College to utilize part of the College property for additional off-street parking during the event; and

WHEREAS, the applicant has filed a building permit application under application number 201805413 to erect a tent under which said show(s) and/or performance(s) shall be held; and

WHEREAS, the occupancy of said tent shall not exceed 2,552 persons per scheduled performance;

NOW THEREFORE,

BE IT RESOLVED that the Town Board of the Town of Hempstead hereby authorizes the applicant to erect a temporary tent in the parking field of the Coliseum and to hold a performing arts show from May 17, 2018 through July 1, 2018 with prior setup in connection with building permit application number 201805413, on such terms and conditions as the Building Inspector shall impose.

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

Ayes:

Noes:

Item # 39

Case # 20915

CASE NO.

RESOLUTION NO.

Adopted:

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

RESOLUTION REINSTATING TOWN BOARD
RESOLUTION NO. 469-1997 ADOPTED MAY 20,
1997, WHICH GRANTED THE PETITION OF
DOMINICK VIGLIOTTI FOR A SPECIAL EXCEPTION
(PUBLIC GARAGE) TO PERMIT AN AUTOMOTIVE
REPAIR SHOP ON A PARCEL OF LAND LOCATED ON
THE NORTHWEST CORNER OF HEMPSTEAD AVENUE
AND MCKINLEY STREET, WEST HEMPSTEAD, TOWN
OF HEMPSTEAD, NASSAU COUNTY, NEW YORK.

WHEREAS, by letter dated September 18, 2017, Howard D. Avrutine, Esq., on behalf of Petitioner, Dominick Vigliotti, has submitted to this Town Board a request for reinstatement of Town Board Resolution No. 469-1997, adopted May 20, 1997; and

WHEREAS, title to the premises under application was transferred to TM Funding Corp. by deed dated February 9, 2004 which deed was recorded in the Office of the Nassau County Clerk on February 25, 2004 in Liber 11742 of Deeds at pages 5-8; and

WHEREAS, Petitioner, Dominick Vigliotti is an officer and shareholder of the aforesaid TM Funding Corp.; and

WHEREAS, Petitioner has encountered difficulties in securing the aforesaid permit; and

WHEREAS, this is a matter that can be considered by this Board in determining whether a reinstatement can be granted; and

WHEREAS, the Department of Buildings has recommended the reinstatement of Town Board Resolution No. 469-1997, adopted May 20, 1997, be granted; and

WHEREAS, it is in the public interest to grant the reinstatement;

NOW, THEREFORE, BE IT

RESOLVED, that this Board determines that Petitioner has shown sufficient cause for this Board to grant reinstatement and Town Board Resolution No. 469-1997, adopted May 20, 1997, is hereby reinstated, being effective as of the date of the adoption of this resolution; and

RESOLVED, that the Declaration of Restrictive Covenants incidental to and in connection with granting the aforementioned petition for a Special Exception (Public garage) shall remain in full force and effect.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

40

Case #

23409

Case No.

Resolution No.

offered the following resolution, and moved its adoption:

RESOLUTION DIRECTING THE TOWN COMPTROLLER TO USE THE SERVICES OF MUNISTAT SERVICES, INC. AND PHILLIPS LYTLE LLP FOR THE REFUNDING OF CERTAIN BONDS AND THE ISSUANCE OF NEW DEBT IN 2018

WHEREAS, the Town of Hempstead accepted a proposal for financial advisory services for the Town of Hempstead from Munistat Services, Inc., on March 20, 2018, under Resolution #401-2018; and

WHEREAS, the Town of Hempstead accepted a proposal for bond counsel services for the Town of Hempstead from Phillips Lytle LLP, on March 20, 2018 under Resolution #402-2018; and

WHEREAS, the Town of Hempstead under Resolution #310-2018 determined it was advantageous to refund all or a portion of outstanding bonds described in said resolution;

NOW THEREFORE, BE IT

RESOLVED, the Town Comptroller is directed to oversee the refunding of 2007, 2008A, and 2008B bond series with Munistat Services, Inc. if market conditions indicate refunding of said bonds is prudent; and be it further,

RESOLVED, the legal services with respect to such refunding and other debt related issues shall be handled by Phillips Lytle LLP.; and be it further,

RESOLVED, the Town Comptroller is directed to oversee the issuance of any new debt in 2018 for capital construction projects, the acquisition of vehicles and equipment, information technology infrastructure, and any other purpose for which new debt may be issued in 2018, using the services of both Munistat Services, Inc. and Phillips Lytle LLP.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

Case #

41
29897-29886

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE TOWN ATTORNEY TO RETAIN BEE, READY, FISHBEIN, HATTER & DONOVAN, LLP AS THE ATTORNEYS FOR ANTHONY J. SANTINO IN THE MATTER OF GILLEN V. TOWN OF HEMPSTEAD, ET AL.

WHEREAS, Laura A. Gillen commenced a hybrid Article 78 proceeding and a CPLR 3001 declaratory judgment action against Anthony J. Santino and other persons and entities; and

WHEREAS, the Town Attorney has a conflict of interest by the very nature of the parties in the matter;

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board hereby authorizes the Town Attorney to retain Bee, Ready, Fishbein, Hatter & Donovan, LLP in the matter of Gillen v. Town of Hempstead, et al. as the attorneys for Anthony J. Santino, and the fees to be paid shall be as follows:

1. Supreme Court Trials - \$975.00 per diem;
2. Non-Trial Work – including consulting, pleadings, research, motions, briefs - \$225.00 per hour,

And **BE IT FURTHER**,

RESOLVED, that the fees to be paid to Bee, Ready, Fishbein, Hatter & Donovan, LLP in this matter shall be paid from the General Fund, Undistributed Fees & Services Account #010-012-9000-4151.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

42

Case #

25523

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

Item # 43

Case # 7

CASE NO. 29916

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION CALLING A PUBLIC HEARING ON A PROPOSED LOCAL LAW TO AMEND CHAPTER 202 OF THE CODE OF THE TOWN OF HEMPSTEAD TO INCLUDE AND REPEAL "REGULATIONS & RESTRICTIONS" TO LIMIT PARKING AT VARIOUS LOCATIONS.

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

WHEREAS, it appears to be in the public interest to consider the enactment of a local law amending Chapter 202 of the Code of the Town of Hempstead entitled "REGULATIONS & RESTRICTIONS" to limit parking at various locations; and

WHEREAS, has introduced a proposed local law known as Intro. No. 32-2018, Print No. 1 to amend the said Chapter 202 of the Code of the Town of Hempstead to include and repeal "REGULATIONS & RESTRICTIONS" to limit parking at various locations; NOW, THEREFORE, BE IT

RESOLVED, that a public hearing be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York on March 8, 2018 at 10:30 o'clock in the forenoon of that day, at which time all interested persons shall be heard on the proposed enactment of a local law known as Intro. No. 32-2018, 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 #

44

Case #

29916

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

GARDEN CITY SOUTH
SECTION 202-14

WELLINGTON ROAD SOUTH (TH 86/18) East Side – NO PARKING 7AM TO NOON EXCEPT SUNDAYS AND HOLIDAYS – starting from the south curblineline of Cambridge Avenue south for a distance of 320 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 seventeen of two thousand eighteen is hereby amended by repealing therein "REGULATIONS AND RESTRICTIONS" to limit parking at the following locations:

GARDEN CITY SOUTH
SECTION 202-14

WELLINGTON ROAD SOUTH (TH 555/83) East Side – NO PARKING 7 A.M. TO NOON EXCEPT SUNDAYS AND HOLIDAYS – from the south curblineline of Cambridge Avenue south for a distance of 295 feet. (Adopted: 11/13/84)

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

CASE NO. 29917

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, has introduced a proposed local law known as Intro. No. 33-2018, Print No. 1 to amend the said Section 202-1 of the Code of the Town of Hempstead to include and repeal "PARKING OR STANDING PROHIBITIONS" at various locations; NOW, THEREFORE, BE IT

RESOLVED, that a public hearing be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York on March 8, 2018, at 10:30 o'clock in the forenoon of that day, at which time all interested persons shall be heard on the proposed enactment of a local law known as Intro. No. 33-2018, 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 #

45

Case #

29917

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that pursuant to Article 9 of the New York State Constitution, the provisions of the Town Law and Municipal Home Rule of the State of New York, both as amended, a public hearing will be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, on the 8th day of 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:

OCEANSIDE BEDELL STREET (TH73/18) South Side -
NO STOPPING HERE TO CORNER - from the
east curblin e of Rockville Centre
Parkway east for a distance of
25 feet.

(NR) VALLEY STREAM CAMERON LANE (TH 66/18) West Side -
NO STOPPING HERE TO CORNER - starting
at the north curblin e of Flower Road
north for a distance of 30 feet.

CAMERON LANE (TH 66/18) East Side -
NO STOPPING HERE TO CORNER - starting
at the north curblin e of Flower Road
north for a distance of 53 feet.

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

(NR) VALLEY STREAM CAMERON LANE (TH177/99) South Side -
NO STOPPING HERE TO CORNER - starting
at the west curblin e of Flower Road,
west for a distance of 30 feet.
(Adopted: 5/23/00)

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

Dated: April 24, 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 twenty two of two thousand eighteen is hereby amended by including therein "PARKING OR STANDING PROHIBITIONS" at the following locations:

OCEANSIDE

BEDELL STREET (TH 73/18) South Side – NO STOPPING HERE TO CORNER – from the east curblin of Rockville Centre Parkway east for a distance of 25 feet.

(NR) VALLEY STREAM

CAMERON LANE (TH 66/18) West Side – NO STOPPING HERE TO CORNER – starting at the north curblin of Flower Road north for a distance of 30 feet.

CAMERON LANE (TH 66/18) East Side – NO STOPPING HERE TO CORNER – starting at the north curblin of Flower Road north for a distance of 53 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 twenty two of two thousand eighteen is hereby amended by repealing therein "PARKING OR STANDING PROHIBITIONS" at the following locations:

(NR) VALLEY STREAM

CAMERON LANE (TH 177/99) South Side – NO STOPPING HERE TO CORNER – starting at the west curblin of Flower Road, west for a distance of 30 feet. (Adopted: 5/23/00)

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

CASE NO. 29918

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. 34-2018, Print No. 1 to amend the said Section 197-5 of the Code of the Town of Hempstead to include "ARTERIAL STOPS" at various locations; NOW, THEREFORE, BE IT

RESOLVED, that a public hearing be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York on March 8, 2018, at 10:30 o'clock in the forenoon of that day, at which time all interested persons shall be heard on the proposed enactment of a local law known as Intro. No. 34-2018, 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 #

46

Case #

29918

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that pursuant to Article 9 of the New York State Constitution, the provisions of the Town Law and Municipal Home Rule of the State of New York, both as amended, a public hearing will be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, on the 8th day of April, 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:

ROOSEVELT

JOHN STREET (TH 85/18) STOP - all traffic eastbound on Debevoise Avenue shall come to a full stop.

JOHN STREET (TH 85/18) STOP - all traffic westbound on Debevoise Avenue shall come to a full stop.

WANTAGH

JOHNSON PLACE (TH 90/18) STOP - all traffic traveling southbound on Hannington Avenue shall come to a full stop.

JOHNSON PLACE (TH 90/18) STOP - all traffic traveling northbound on Hannington Avenue shall come to a full stop.

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

Dated: April 24, 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 twenty three of two thousand eighteen is hereby amended by including therein "ARTERIAL STOPS" at the following locations:

ROOSEVELT

JOHN STREET (TH 85/18) STOP – all traffic eastbound on Debevoise Avenue shall come to a full stop.

JOHN STREET (TH 85/18) STOP – all traffic westbound on Debevoise Avenue shall come to a full stop.

WANTAGH

JOHNSON PLACE (TH 90/18) STOP – all traffic traveling southbound on Hannington Avenue shall come to a full stop.

JOHNSON PLACE (TH 90/18) STOP – all traffic traveling northbound on Hannington Avenue shall come to a full stop.

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

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution
and moved its adoption:

RESOLUTION CALLING A PUBLIC HEARING
FOR THE PURPOSE OF ESTABLISHING AND
SETTING ASIDE A CERTAIN PARKING SPACE
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, 1 Washington Street,
Hempstead, New York, on the 8th day of May, 2018, at
10:30 o'clock in the forenoon of that day, at which time
all persons interested shall be heard on the establishment
and setting aside of a certain parking space 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:

BELLMORE

BELLMORE AVENUE - east side, starting
at a point 225 feet south of the south
curbline of Marle Place, south for a
distance of 20 feet.
(TH-072-18)

ELMONT

EAGLE AVENUE - north side, starting
at a point 123 feet east of the east
curbline of Meacham Avenue, east for
a distance of 16 feet.
(TH-026/18)

KIRKMAN AVENUE - west side, starting
at a point 10 feet south of a point
opposite the south curbline of "E"
Street, then north for a distance of
18 feet.
(TH-063/18)

Item #

47

Case #

21527

FRANKLIN SQUARE

THEODORA STREET - south side, starting at a point 200 feet east of the east curblineline of Scherer Boulevard, east for a distance of 200 feet.
(TH-058/18)

; and, BE IT FURTHER

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

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

AYES:

NOES:

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that pursuant to Section 202-48 of the code of the Town of Hempstead entitled, "Handicapped Parking On Public Streets," a public hearing will be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, on the 8th day of May, 2018, at 10:30 o'clock in the forenoon of that day, to consider the adoption of a resolution setting aside certain parking spaces for motor vehicles for the sole use of holders of special parking permits issued by the County of Nassau to physically handicapped persons at the following locations:

BELLMORE

BELLMORE AVENUE - east side, starting at a point 225 feet south of the south curblineline of Marle Place, south for a distance of 20 feet.
(TH-072-18)

ELMONT

EAGLE AVENUE - north side, starting at a point 123 feet east of the east curblineline of Meacham Avenue, east for a distance of 16 feet.
(TH-026/18)

KIRKMAN AVENUE - west side, starting at a point 10 feet south of a point opposite the south curblineline of "E" Street, then north for a distance of 18 feet.
(TH-063/18)

FRANKLIN SQUARE

THEODORA STREET - south side, starting at a point 200 feet east of the east curblineline of Scherer Boulevard, east for a distance of 200 feet.
(TH-058/18)

ALL PERSONS INTERESTED shall have an opportunity to be

heard on said proposal at the time and place aforesaid.

Dated: Hempstead, New York
April 24, 2018

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

LAURA A. GILLEN
Supervisor

SYLVIA A. CABANA
Town Clerk

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION CALLING A PUBLIC HEARING ON THE PROPOSED CREATION OF A NEW ARTICLE VIIB OF THE BUILDING ZONE ORDINANCE OF THE TOWN OF HEMPSTEAD, TO BE ENTITLED "GC GOLF COURSE COASTAL RESIDENCE DISTRICT (GC)" AND SETTING FORTH REGULATIONS PERTAINING TO POSSIBLE RESIDENTIAL REDEVELOPMENT OF CERTAIN EXISTING PRIVATE GOLF COURSE PROPERTIES.

WHEREAS, the Town Board of the Town of Hempstead is empowered to amend the Building Zone Ordinance of the Town of Hempstead pursuant to Article 16 of the Town Law of the State of New York and Article XXVI of the Building Zone Ordinance of the Town of Hempstead, as amended; and

WHEREAS, it is in the public interest to consider the creation of a new Article VIIB of the Building Zone Ordinance of the Town Of Hempstead, to be entitled "GC Golf Course Coastal Residence District (GC)" and setting forth regulations pertaining to possible residential redevelopment of certain existing private golf course properties;

NOW, THEREFORE, BE IT

RESOLVED, that a public hearing be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street Village and Town of Hempstead, New York, on the 8th day of May, 2018, at 10:30 o'clock in the forenoon of that day at which time all persons interested shall be heard on the proposed creation of a new Article VIIB of the Building Zone Ordinance of the Town Of Hempstead, to be entitled "GC Golf Course Coastal Residence District (GC)" and setting forth regulations pertaining to possible residential redevelopment of certain existing private golf course properties, as follows:

Article VIIB
GC Golf Course Coastal Residence District (GC)

Definitions:

GC Golf Course Coastal Residence District (GC): All privately-owned property within the New York State Coastal Boundary Area improved with a golf course, in existence on the effective date of this Article, including areas of the golf course, clubhouse building(s) and/or accessory buildings, structures, appurtenances or interior roads, pathways or other real property of any kind.

Lot coverage: The horizontal area of a lot covered by the roof areas of all buildings and/or structures, in addition to all other impervious surfaces, including but not limited to driveways, parking areas, patios, terraces, permeable pavement and paver systems and other similar features.

Item # 48
Case # 29919

Permeable Pavement Surfaces: Pervious hardscape surfaces that allow for the infiltration of water into soils, helping to remove pollutants and recharge the water table. Examples of permeable pavement surfaces include pervious concrete, porous asphalt and permeable paving stones.

§ 76.17. Title.

This Article shall be known and cited as the "GC Golf Course Coastal Residence District (GC)".

§ 76.18. Purpose.

- A. The purpose of this article is to regulate residential development on certain private golf courses - allowing for the enhanced protection of the Town's sensitive environmental and cultural resources and the preservation of the residential neighborhoods - both within the unincorporated areas of the Town and neighboring incorporated villages. Three of the Town's privately-owned golf courses (Inwood Country Club, The Woodmere Club and The Golf Club at Middle Bay) are located directly on the water and within the New York State Coastal Boundary Area. All three courses are located in relatively vulnerable, low-lying coastal areas, well within Special Flood Hazard Area (100-year floodplain). These courses are also impacted by shallow groundwater conditions. New York State Department of Environmental Conservation (NYS DEC) has identified the presence of Significant Natural Communities and Rare Plants and Animals on all three of these courses. In addition, significant portions of Inwood Country Club and The Golf Club at Middle Bay contain tidal wetlands that are regulated through the New York State Department of Environmental Conservation (NYS DEC) Tidal Wetland Act. All three courses have also been identified by the New York State Office of Parks, Recreation, and Historic Preservation (OPRHP) as archeologically sensitive areas. Given the presence of these environmental and cultural resources, the Town intends to regulate residential development in these areas to a lower level of density than permitted within the Residence B district. Additionally, this Article is beneficial from the standpoint of protecting nearby residential area character in such instances where a golf course is located adjacent to a neighboring incorporated village, in that density shall be regulated to ensure substantial consistency with the existing village zoning regulations. Green infrastructure elements shall be included in all residential development applications, incorporating a sustainable approach and low-impact development principles.
- B. The Town Board finds that the creation of this zoning district is in the public interest and that the provisions of this district are in the interest of the protection and promotion of the public health, general welfare and safety of the residents of the Town of Hempstead. The creation of this district is intended to preserve the Town's natural resources and environmental features, while also preserving the economic value of other properties in the

neighborhood. Special consideration is provided for sustainable green infrastructure elements, which helps to mitigate flood impacts, preserve open space, reduce stormwater runoff and improve local water quality. The regulations contained within this article have been designed to be compatible and complementary with other land uses in the area and protect the character of the existing and developed residential communities.

§ 76.19. Applicability.

The GC Golf Course Coastal Residence District (GC) shall apply to all privately owned golf courses that are within the New York State Coastal Boundary Area. The Building Zone Map of the Town of Hempstead shall be updated by the Town Engineering Department to reflect lands which are by definition included within the GC Coastal Residence District. In a GC Coastal Residence District, the following regulations shall apply.

§ 76.20. Permitted uses.

A building may be erected, altered or used and a lot or premises may be used for any of the following purposes, and for no other:

- A. Single-family detached dwelling.
- B. Private golf course.

§ 76.21. Accessory uses.

Accessory uses on the same lot with and customarily incidental to any of the above-permitted uses, including a private garage, are permitted. This shall be understood to include the professional office or studio of a doctor, dentist, masseur, teacher, artist, architect, real estate broker, engineer, musician or lawyer, or rooms used for home occupations such as dressmaking, millinery or similar handicrafts, provided that the office, studio or occupational room is located in the dwelling in which the practitioner resides, and provided further that no goods are publicly displayed on the premises.

§ 76.22. Signs.

Such signs which are authorized under the provisions of Article XXIV are permitted.

§ 76.23. Excavations.

No excavations for purposes other than the construction of a driveway, walk, a permitted wall or building or part thereof or accessory thereto, or to remove topsoil from one part of the lands of an owner to another part of the same premises, when such removal is necessary as an accessory use or improving said property, shall be made unless approved by the Board of Appeals.

§ 76.24. Height.

No building shall be greater in height than two and one half stories, with a maximum height of 32 feet in the case of lots with a minimum area of 20,000 square feet, and a maximum height of 34 feet in the case of lots with a minimum area of 40,000 square feet. Building height within a designated Special Flood Hazard Area shall be regulated by § 352(H) of the Town of Hempstead Building Zone Ordinance, except that the maximum height restriction of § 352(H)(3) shall be superceded by the maximum heights set forth in this § 76.24.

§ 76.25. Sustainable Green Infrastructure.

A. Any building lot that abuts a perimeter property boundary of the GC Golf Course Coastal Residence District within the unincorporated portion of the Town of Hempstead, whether an existing street or interior property line abutting existing residential-zoned properties (as of the effective date of this Article), shall have a 50-foot conservation buffer area. The continuous 50-foot buffer area shall remain in its natural state, except as hereinafter augmented with required landscape plantings, and be maintained by the property owner. No storage of any items or structures, including fences, shall be permitted in the buffer area. Notwithstanding NYS DEC regulations for tidal wetlands and adjacent areas, the 50-foot conservation buffer shall be landscaped with a minimum of 20-evergreen trees (native northeast species) planted at minimum height of six feet and six native shade trees, planted at a minimum size of two-and-one-half to three-inch caliper. The maintenance of the landscaped buffer shall be the obligation of and performed by the property owner, and the Town shall have the right to enforce the maintenance of this area by any applicable legal, equitable or regulatory means.

B. For all lots, impervious cover should be reduced to the maximum extent practicable and follow the regulations set forth in § 76.26 (Building area and lot coverage) below.

C. Automatic irrigation systems utilizing smart controller technology shall be required in all new residential construction. All automatic irrigation systems shall also have rain and soil moisture sensors.

D. All residential construction must comply with the Town's residential energy performance standards, set forth in § 86-44 (Home energy rating index requirements).

E. The conservation buffer area shall be separated from adjacent residential yards by a six-foot fence, in accordance with the regulations set forth in § 76.31 (Fences).

§ 76.26. Building area and lot coverage.

A. For a minimum lot size of 20,000 square feet, the building area shall not exceed 17.5% of the lot area. Overall, lot coverage shall not exceed 35% of the lot

area. Green infrastructure is required through the utilization of Town-approved permeable pavement surfaces, which shall account for a minimum of 50% of any additional lot coverage beyond the building area.

- B. For a minimum lot size of 40,000 square feet, the building area shall not exceed 12% of the lot area. Overall, lot coverage shall not exceed 25% of the lot area. Green infrastructure is required through the utilization of Town-approved permeable pavement surfaces, which shall account for a minimum of 50% of any additional lot coverage beyond the building area.

§ 76.27. Front yards.

- A. There shall be a front yard, the depth of which shall be at least 40 feet back of the street line for areas requiring a 20,000 SF minimum lot area and not less than 50 feet back of the street line for areas requiring a 40,000 SF minimum lot area.
- B. In case of a corner lot, a front yard shall be required on each street, and notwithstanding the foregoing, each front yard shall be not less than 40 feet for areas requiring a 20,000 SF minimum lot area and not less than 50 feet for areas requiring a 40,000 SF minimum lot area.

§ 76.28. Side yards.

- A. For areas requiring a 20,000 SF minimum lot area, there shall be two side yards, one on each side of the main building, the aggregate width of which shall be at least 40 feet. Neither side yard shall be less than 20 feet wide.
- B. For areas requiring a 40,000 SF minimum lot area, there shall be two side yards, one on each side of the main building, the aggregate width of which shall be at least 60 feet. Neither side yard shall be less than 25 feet wide.

§ 76.29. Rear yards.

- A. For areas requiring a 20,000 SF minimum lot area, there shall be a rear yard, the depth of which shall be at least 35 feet.
- B. For areas requiring a 40,000 SF minimum lot area, there shall be a rear yard, the depth of which shall be at least 50 feet.
- C. For lots that include the 50-foot conservation buffer area, the required rear yard depth shall be reduced, the depth of which shall be at least 20 feet, measured from the interior boundary of the 50-foot conservation buffer area.

§ 76.30. Permitted encroachments.

- A. The following encroachments are hereby permitted:

1. Cornices, eaves, gutters, chimneys or bay windows projecting not more than 24 inches.

2. Air-conditioning condenser units, emergency generators, basement stairs and basement areaways, projecting not more than 36 inches into one of the required side yards.
 3. Driveway piers not exceeding eight feet in height.
 4. Swimming pool terraces projecting not more than five feet into required side and rear yard setbacks.
 5. Exclusive of encroachments permitted under this section and structures approved by Board of Appeals grant, second-story additions above existing permitted one-story structures may project into any required yard, provided that they do not extend beyond the wall of the existing structure.
- B. In any case where the Board of Appeals had diminished a required yard by a variance or special exception, none of the foregoing encroachments shall be permitted encroachments in such diminished yard.

§ 76.31. Fences.

- A. A fence, not exceeding six feet in height, shall be permitted on the rear lot line and those linear portions of the side lot lines enclosing a rear yard; provided, however, that the six-foot fencing does not extend beyond the front line of the house. Fencing shall not substantially obstruct line of sight and there shall be compliance with § 311 of Article XXXI of this ordinance, with respect to clear sight triangles.
- B. Fencing shall also be required along the interior boundary of the 50-foot conservation buffer and shall be a six-foot black estate-style fence, constructed of tubular steel or aluminum.

§ 76.32. Accessory buildings and structures.

- A. For areas requiring a 20,000 SF minimum lot area, accessory buildings may occupy not more than 10% of the required area of the rear yard up to an average height of 12 feet. For areas requiring a 40,000 SF minimum lot area, accessory buildings may occupy not more than 8% of the required area of the rear yard up to an average height of 12 feet. The yard area occupied by such accessory building shall, however, be included in computing the maximum percentage of the lot area which may be built upon.
- B. Exclusive of an accessory private garage and a cabana permitted as an accessory to a swimming pool pursuant to § 76.34, only one structure can be erected and thereafter maintained, and such structure shall be erected on the ground and in the rear yard only and shall not exceed 144 square feet of floor area, nine feet in height maximum and 12 feet horizontally maximum, unless authorized as a special exception by the Board of Appeals.

§ 76.33. Minimum lot area and width.

A. No dwelling or other building shall be constructed on a lot unless it contains an area of not less than 20,000 square feet and has a minimum street frontage of 100 feet and maintains a minimum 100 foot lot width for a minimum depth of 150 feet. Building lots located on a cul-de-sac shall have a minimum street frontage of 60 feet and a minimum lot width of 100 feet at a lot depth of 40 feet offset from the street line, and shall maintain a minimum lot width of 100 feet for a depth of 150 feet.

B. Where a lot within the unincorporated area of the Town is located adjacent to a low-density zoning district of a neighboring village (40,000 square foot minimum lot area or greater), the minimum lot area and width requirements shall be consistent with the dimensional regulations promulgated by the neighboring municipality for that district. In this instance, no dwelling or other building shall be constructed on a lot unless it contains an area of not less than 40,000 square feet and has a minimum street frontage of 150 feet and maintains a minimum 150 foot lot width for a minimum depth of 150 feet. Building lots located on a cul-de-sac shall have a minimum street frontage of 80 feet and a minimum lot width of 150 feet at a lot depth of 60 feet offset from the street line, and shall maintain a minimum lot width of 150 feet for a depth of 150 feet.

§ 76.34. Subdivision regulations

The requirements for subdivision development within the Golf Course Coastal Residence District shall comply with all State and local regulations and obtain all necessary approvals as required by law. Proposed streets shall be commensurate with those indicative of low-density communities.

§ 76.35. Swimming pools

A. Swimming pools are regulated by Article XXV of the Building Zone Ordinance of the Town of Hempstead. Within the Golf Course Coastal Residence District, all provisions of Article XXV shall apply except for the regulations provided hereinafter.

B. For lots with a minimum area of 20,000 square feet, there shall be 15 foot side yard and 15 foot rear yard setbacks. Where a lot includes the conservation buffer area, the setback requirement shall be reduced to 10 feet. For lots with a minimum area of 40,000 square feet, there shall be 20 foot side yard and 20 foot rear yard setbacks.

C. Terraces shall comply with all requirements set forth in § 76.30 of this Article.

D. Fences shall comply with all requirements set forth § 76.31 of this Article.

E. Cabanas shall comply with all requirements set forth in § 76.32 of this Article.

§ 76.36. Transition

A. Within 45 days of the effective date of this Article, unless a greater period is determined necessary, specific amendments to the Building Zone Map of the Town of Hempstead shall be prepared by the Department of Engineering or its designate, precisely identifying the areas included in the GC Golf Course Coastal Residence District (GC).

B. Notwithstanding the foregoing, this Article shall be fully applicable to all properties falling within the definition of GC Golf Course Coastal Residence District (GC) immediately upon adoption of this Article and in accordance with law, and any prior zoning district regulations or classifications are thereby immediately superceded.

and, BE IT FURTHER

RESOLVED, that the Town Clerk be and he hereby is directed to publish notice thereof once at least ten (10) days prior to the date set for the public hearing and give written notice to people entitled thereto according to law.

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 Article 16 of the Town Law of the State of New York, as amended, a public hearing will be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Village and Town of Hempstead, Hempstead, New York, on the 8th day of May, 2018, at 10:30 o'clock in the forenoon of that day, to consider the creation of a new Article VIIB of the Building Zone Ordinance of the Town Of Hempstead, to be entitled "GC Golf Course Coastal Residence District (GC)" and setting forth regulations pertaining to possible residential redevelopment of certain existing private golf course properties. The proposed amendment is on file in the office of the Town Clerk of the Town of Hempstead, Hempstead Town Hall, 1 Washington Street, Village and Town of Hempstead, Hempstead, New York, where same may be inspected during office hours.

ALL PERSONS INTERESTED in the subject matter will be given an opportunity to be heard with reference thereto at the time and place above-designated.

Dated: Hempstead, New York

April 24, 2018.

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

SYLVIA A. CABANA
Town Clerk

LAURA A. GILLEN
Supervisor

Permeable Pavement Surfaces: Pervious hardscape surfaces that allow for the infiltration of water into soils, helping to remove pollutants and recharge the water table. Examples of permeable pavement surfaces include pervious concrete, porous asphalt and permeable paving stones.

§ 76.17. Title.

This Article shall be known and cited as the "GC Golf Course Coastal Residence District (GC)".

§ 76.18. Purpose.

- A. The purpose of this article is to regulate residential development on certain private golf courses - allowing for the enhanced protection of the Town's sensitive environmental and cultural resources and the preservation of the residential neighborhoods - both within the unincorporated areas of the Town and neighboring incorporated villages. Three of the Town's privately-owned golf courses (Inwood Country Club, The Woodmere Club and The Golf Club at Middle Bay) are located directly on the water and within the New York State Coastal Boundary Area. All three courses are located in relatively vulnerable, low-lying coastal areas, well within Special Flood Hazard Area (100-year floodplain). These courses are also impacted by shallow groundwater conditions. New York State Department of Environmental Conservation (NYS DEC) has identified the presence of Significant Natural Communities and Rare Plants and Animals on all three of these courses. In addition, significant portions of Inwood Country Club and The Golf Club at Middle Bay contain tidal wetlands that are regulated through the New York State Department of Environmental Conservation (NYS DEC) Tidal Wetland Act. All three courses have also been identified by the New York State Office of Parks, Recreation, and Historic Preservation (OPRHP) as archeologically sensitive areas. Given the presence of these environmental and cultural resources, the Town intends to regulate residential development in these areas to a lower level of density than permitted within the Residence B district. Additionally, this Article is beneficial from the standpoint of protecting nearby residential area character in such instances where a golf course is located adjacent to a neighboring incorporated village, in that density shall be regulated to ensure substantial consistency with the existing village zoning regulations. Green infrastructure elements shall be included in all residential development applications, incorporating a sustainable approach and low-impact development principles.
- B. The Town Board finds that the creation of this zoning district is in the public interest and that the provisions of this district are in the interest of the protection and promotion of the public health, general welfare and safety of the residents of the Town of Hempstead. The creation of this district is intended to preserve the Town's natural resources and environmental features, while also preserving the economic value of other properties in the

neighborhood. Special consideration is provided for sustainable green infrastructure elements, which helps to mitigate flood impacts, preserve open space, reduce stormwater runoff and improve local water quality. The regulations contained within this article have been designed to be compatible and complementary with other land uses in the area and protect the character of the existing and developed residential communities.

§ 76.19. Applicability.

The GC Golf Course Coastal Residence District (GC) shall apply to all privately owned golf courses that are within the New York State Coastal Boundary Area. The Building Zone Map of the Town of Hempstead shall be updated by the Town Engineering Department to reflect lands which are by definition included within the GC Coastal Residence District. In a GC Coastal Residence District, the following regulations shall apply.

§ 76.20. Permitted uses.

A building may be erected, altered or used and a lot or premises may be used for any of the following purposes, and for no other:

A. Single-family detached dwelling.

B. Private golf course.

§ 76.21. Accessory uses.

Accessory uses on the same lot with and customarily incidental to any of the above-permitted uses, including a private garage, are permitted. This shall be understood to include the professional office or studio of a doctor, dentist, masseur, teacher, artist, architect, real estate broker, engineer, musician or lawyer, or rooms used for home occupations such as dressmaking, millinery or similar handicrafts, provided that the office, studio or occupational room is located in the dwelling in which the practitioner resides, and provided further that no goods are publicly displayed on the premises.

§ 76.22. Signs.

Such signs which are authorized under the provisions of Article XXIV are permitted.

§ 76.23. Excavations.

No excavations for purposes other than the construction of a driveway, walk, a permitted wall or building or part thereof or accessory thereto, or to remove topsoil from one part of the lands of an owner to another part of the same premises, when such removal is necessary as an accessory use or improving said property, shall be made unless approved by the Board of Appeals.

§ 76.24. Height.

No building shall be greater in height than two and one half stories, with a maximum height of 32 feet in the case of lots with a minimum area of 20,000 square feet, and a maximum height of 34 feet in the case of lots with a minimum area of 40,000 square feet. Building height within a designated Special Flood Hazard Area shall be regulated by § 352(H) of the Town of Hempstead Building Zone Ordinance, except that the maximum height restriction of § 352(H)(3) shall be superceded by the maximum heights set forth in this § 76.24.

§ 76.25. Sustainable Green Infrastructure.

- A. Any building lot that abuts a perimeter property boundary of the GC Golf Course Coastal Residence District within the unincorporated portion of the Town of Hempstead, whether an existing street or interior property line abutting existing residential-zoned properties (as of the effective date of this Article), shall have a 50-foot conservation buffer area. The continuous 50-foot buffer area shall remain in its natural state, except as hereinafter augmented with required landscape plantings, and be maintained by the property owner. No storage of any items or structures, including fences, shall be permitted in the buffer area. Notwithstanding NYS DEC regulations for tidal wetlands and adjacent areas, the 50-foot conservation buffer shall be landscaped with a minimum of 20-evergreen trees (native northeast species) planted at minimum height of six feet and six native shade trees, planted at a minimum size of two-and-one-half to three-inch caliper. The maintenance of the landscaped buffer shall be the obligation of and performed by the property owner, and the Town shall have the right to enforce the maintenance of this area by any applicable legal, equitable or regulatory means.
- B. For all lots, impervious cover should be reduced to the maximum extent practicable and follow the regulations set forth in § 76.26 (Building area and lot coverage) below.
- C. Automatic irrigation systems utilizing smart controller technology shall be required in all new residential construction. All automatic irrigation systems shall also have rain and soil moisture sensors.
- D. All residential construction must comply with the Town's residential energy performance standards, set forth in § 86-44 (Home energy rating index requirements).
- E. The conservation buffer area shall be separated from adjacent residential yards by a six-foot fence, in accordance with the regulations set forth in § 76.31 (Fences).

§ 76.26. Building area and lot coverage.

- A. For a minimum lot size of 20,000 square feet, the building area shall not exceed 17.5% of the lot area. Overall, lot coverage shall not exceed 35% of the lot

area. Green infrastructure is required through the utilization of Town-approved permeable pavement surfaces, which shall account for a minimum of 50% of any additional lot coverage beyond the building area.

- B. For a minimum lot size of 40,000 square feet, the building area shall not exceed 12% of the lot area. Overall, lot coverage shall not exceed 25% of the lot area. Green infrastructure is required through the utilization of Town-approved permeable pavement surfaces, which shall account for a minimum of 50% of any additional lot coverage beyond the building area.

§ 76.27. Front yards.

- A. There shall be a front yard, the depth of which shall be at least 40 feet back of the street line for areas requiring a 20,000 SF minimum lot area and not less than 50 feet back of the street line for areas requiring a 40,000 SF minimum lot area.
- B. In case of a corner lot, a front yard shall be required on each street, and notwithstanding the foregoing, each front yard shall be not less than 40 feet for areas requiring a 20,000 SF minimum lot area and not less than 50 feet for areas requiring a 40,000 SF minimum lot area.

§ 76.28. Side yards.

- A. For areas requiring a 20,000 SF minimum lot area, there shall be two side yards, one on each side of the main building, the aggregate width of which shall be at least 40 feet. Neither side yard shall be less than 20 feet wide.
- B. For areas requiring a 40,000 SF minimum lot area, there shall be two side yards, one on each side of the main building, the aggregate width of which shall be at least 60 feet. Neither side yard shall be less than 25 feet wide.

§ 76.29. Rear yards.

- A. For areas requiring a 20,000 SF minimum lot area, there shall be a rear yard, the depth of which shall be at least 35 feet.
- B. For areas requiring a 40,000 SF minimum lot area, there shall be a rear yard, the depth of which shall be at least 50 feet.
- C. For lots that include the 50-foot conservation buffer area, the required rear yard depth shall be reduced, the depth of which shall be at least 20 feet, measured from the interior boundary of the 50-foot conservation buffer area.

§ 76.30. Permitted encroachments.

- A. The following encroachments are hereby permitted:
 - 1. Cornices, eaves, gutters, chimneys or bay windows projecting not more than 24 inches.

2. Air-conditioning condenser units, emergency generators, basement stairs and basement areaways, projecting not more than 36 inches into one of the required side yards.
 3. Driveway piers not exceeding eight feet in height.
 4. Swimming pool terraces projecting not more than five feet into required side and rear yard setbacks.
 5. Exclusive of encroachments permitted under this section and structures approved by Board of Appeals grant, second-story additions above existing permitted one-story structures may project into any required yard, provided that they do not extend beyond the wall of the existing structure.
- B. In any case where the Board of Appeals had diminished a required yard by a variance or special exception, none of the foregoing encroachments shall be permitted encroachments in such diminished yard.

§ 76.31. Fences.

- A. A fence, not exceeding six feet in height, shall be permitted on the rear lot line and those linear portions of the side lot lines enclosing a rear yard; provided, however, that the six-foot fencing does not extend beyond the front line of the house. Fencing shall not substantially obstruct line of sight and there shall be compliance with § 311 of Article XXXI of this ordinance, with respect to clear sight triangles.
- B. Fencing shall also be required along the interior boundary of the 50-foot conservation buffer and shall be a six-foot black estate-style fence, constructed of tubular steel or aluminum.

§ 76.32. Accessory buildings and structures.

- A. For areas requiring a 20,000 SF minimum lot area, accessory buildings may occupy not more than 10% of the required area of the rear yard up to an average height of 12 feet. For areas requiring a 40,000 SF minimum lot area, accessory buildings may occupy not more than 8% of the required area of the rear yard up to an average height of 12 feet. The yard area occupied by such accessory building shall, however, be included in computing the maximum percentage of the lot area which may be built upon.
- B. Exclusive of an accessory private garage and a cabana permitted as an accessory to a swimming pool pursuant to § 76.34, only one structure can be erected and thereafter maintained, and such structure shall be erected on the ground and in the rear yard only and shall not exceed 144 square feet of floor area, nine feet in height maximum and 12 feet horizontally maximum, unless authorized as a special exception by the Board of Appeals.

§ 76.33. Minimum lot area and width.

- A. No dwelling or other building shall be constructed on a lot unless it contains an area of not less than 20,000 square feet and has a minimum street frontage of 100 feet and maintains a minimum 100 foot lot width for a minimum depth of 150 feet. Building lots located on a cul-de-sac shall have a minimum street frontage of 60 feet and a minimum lot width of 100 feet at a lot depth of 40 feet offset from the street line, and shall maintain a minimum lot width of 100 feet for a depth of 150 feet.
- B. Where a lot within the unincorporated area of the Town is located adjacent to a low-density zoning district of a neighboring village (40,000 square foot minimum lot area or greater), the minimum lot area and width requirements shall be consistent with the dimensional regulations promulgated by the neighboring municipality for that district. In this instance, no dwelling or other building shall be constructed on a lot unless it contains an area of not less than 40,000 square feet and has a minimum street frontage of 150 feet and maintains a minimum 150 foot lot width for a minimum depth of 150 feet. Building lots located on a cul-de-sac shall have a minimum street frontage of 80 feet and a minimum lot width of 150 feet at a lot depth of 60 feet offset from the street line, and shall maintain a minimum lot width of 150 feet for a depth of 150 feet.

§ 76.34. Subdivision regulations

The requirements for subdivision development within the Golf Course Coastal Residence District shall comply with all State and local regulations and obtain all necessary approvals as required by law. Proposed streets shall be commensurate with those indicative of low-density communities.

§ 76.35. Swimming pools

- A. Swimming pools are regulated by Article XXV of the Building Zone Ordinance of the Town of Hempstead. Within the Golf Course Coastal Residence District, all provisions of Article XXV shall apply except for the regulations provided hereinafter.
- B. For lots with a minimum area of 20,000 square feet, there shall be 15 foot side yard and 15 foot rear yard setbacks. Where a lot includes the conservation buffer area, the setback requirement shall be reduced to 10 feet. For lots with a minimum area of 40,000 square feet, there shall be 20 foot side yard and 20 foot rear yard setbacks.
- C. Terraces shall comply with all requirements set forth in § 76.30 of this Article.
- D. Fences shall comply with all requirements set forth § 76.31 of this Article.
- E. Cabanas shall comply with all requirements set forth in § 76.32 of this Article.

§ 76.36. Transition

A. Within 45 days of the effective date of this Article, unless a greater period is determined necessary, specific amendments to the Building Zone Map of the Town of Hempstead shall be prepared by the Department of Engineering or its designate, precisely identifying the areas included in the GC Golf Course Coastal Residence District (GC).

B. Notwithstanding the foregoing, this Article shall be fully applicable to all properties falling within the definition of GC Golf Course Coastal Residence District (GC) immediately upon adoption of this Article and in accordance with law, and any prior zoning district regulations or classifications are thereby immediately superceded.

and, BE IT FURTHER

RESOLVED, that the Town Clerk be and he hereby is directed to publish notice thereof once at least ten (10) days prior to the date set for the public hearing and give written notice to people entitled thereto according to law.

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 Article 16 of the Town Law of the State of New York, as amended, a public hearing will be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Village and Town of Hempstead, Hempstead, New York, on the day of 201 , at o'clock in the noon of that day, to consider the creation of a new Article VIIB of the Building Zone Ordinance of the Town Of Hempstead, to be entitled "GC Golf Course Coastal Residence District (GC)" and setting forth regulations pertaining to possible residential redevelopment of certain existing private golf course properties. The proposed amendment is on file in the office of the Town Clerk of the Town of Hempstead, Hempstead Town Hall, 1 Washington Street, Village and Town of Hempstead, Hempstead, New York, where same may be inspected during office hours.

ALL PERSONS INTERESTED in the subject matter will be given an opportunity to be heard with reference thereto at the time and place above-designated.

Dated: Hempstead, New York

,201

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

SYLVIA A. CABANA
Town Clerk

LAURA A. GILLEN
Supervisor

Permeable Pavement Surfaces: Pervious hardscape surfaces that allow for the infiltration of water into soils, helping to remove pollutants and recharge the water table. Examples of permeable pavement surfaces include pervious concrete, porous asphalt and permeable paving stones.

§ 76.17. Title.

This Article shall be known and cited as the "GC Golf Course Coastal Residence District (GC)".

§ 76.18. Purpose.

- A. The purpose of this article is to regulate residential development on certain private golf courses - allowing for the enhanced protection of the Town's sensitive environmental and cultural resources and the preservation of the residential neighborhoods - both within the unincorporated areas of the Town and neighboring incorporated villages. Three of the Town's privately-owned golf courses (Inwood Country Club, The Woodmere Club and The Golf Club at Middle Bay) are located directly on the water and within the New York State Coastal Boundary Area. All three courses are located in relatively vulnerable, low-lying coastal areas, well within Special Flood Hazard Area (100-year floodplain). These courses are also impacted by shallow groundwater conditions. New York State Department of Environmental Conservation (NYS DEC) has identified the presence of Significant Natural Communities and Rare Plants and Animals on all three of these courses. In addition, significant portions of Inwood Country Club and The Golf Club at Middle Bay contain tidal wetlands that are regulated through the New York State Department of Environmental Conservation (NYS DEC) Tidal Wetland Act. All three courses have also been identified by the New York State Office of Parks, Recreation, and Historic Preservation (OPRHP) as archeologically sensitive areas. Given the presence of these environmental and cultural resources, the Town intends to regulate residential development in these areas to a lower level of density than permitted within the Residence B district. Additionally, this Article is beneficial from the standpoint of protecting nearby residential area character in such instances where a golf course is located adjacent to a neighboring incorporated village, in that density shall be regulated to ensure substantial consistency with the existing village zoning regulations. Green infrastructure elements shall be included in all residential development applications, incorporating a sustainable approach and low-impact development principles.
- B. The Town Board finds that the creation of this zoning district is in the public interest and that the provisions of this district are in the interest of the protection and promotion of the public health, general welfare and safety of the residents of the Town of Hempstead. The creation of this district is intended

to preserve the Town's natural resources and environmental features, while also preserving the economic value of other properties in the neighborhood. Special consideration is provided for sustainable green infrastructure elements, which helps to mitigate flood impacts, preserve open space, reduce stormwater runoff and improve local water quality. The regulations contained within this article have been designed to be compatible and complementary with other land uses in the area and protect the character of the existing and developed residential communities.

§ 76.19. Applicability.

The GC Golf Course Coastal Residence District (GC) shall apply to all privately owned golf courses that are within the New York State Coastal Boundary Area. The Building Zone Map of the Town of Hempstead shall be updated by the Town Engineering Department to reflect lands which are by definition included within the GC Coastal Residence District. In a GC Coastal Residence District, the following regulations shall apply.

§ 76.20. Permitted uses.

A building may be erected, altered or used and a lot or premises may be used for any of the following purposes, and for no other:

- A. Single-family detached dwelling.
- B. Private golf course.

§ 76.21. Accessory uses.

Accessory uses on the same lot with and customarily incidental to any of the above-permitted uses, including a private garage, are permitted. This shall be understood to include the professional office or studio of a doctor, dentist, masseur, teacher, artist, architect, real estate broker, engineer, musician or lawyer, or rooms used for home occupations such as dressmaking, millinery or similar handicrafts, provided that the office, studio or occupational room is located in the dwelling in which the practitioner resides, and provided further that no goods are publicly displayed on the premises.

§ 76.22. Signs.

Such signs which are authorized under the provisions of Article XXIV are permitted.

§ 76.23. Excavations.

No excavations for purposes other than the construction of a driveway, walk, a permitted wall or building or part thereof or accessory thereto, or to remove topsoil from one part of the lands of an owner to another part of the same premises, when such

removal is necessary as an accessory use or improving said property, shall be made unless approved by the Board of Appeals.

§ 76.24. Height.

No building shall be greater in height than two and one half stories, with a maximum height of 32 feet in the case of lots with a minimum area of 20,000 square feet, and a maximum height of 34 feet in the case of lots with a minimum area of 40,000 square feet. Building height within a designated Special Flood Hazard Area shall be regulated by § 352(H) of the Town of Hempstead Building Zone Ordinance, except that the maximum height restriction of § 352(H)(3) shall be superceded by the maximum heights set forth in this § 76.24.

§ 76.25. Sustainable Green Infrastructure.

- A. Any building lot that abuts a perimeter property boundary of the GC Golf Course Coastal Residence District within the unincorporated portion of the Town of Hempstead, whether an existing street or interior property line abutting existing residential-zoned properties (as of the effective date of this Article), shall have a 50-foot conservation buffer area. The continuous 50-foot buffer area shall remain in its natural state, except as hereinafter augmented with required landscape plantings, and be maintained by the property owner. No storage of any items or structures, including fences, shall be permitted in the buffer area. Notwithstanding NYS DEC regulations for tidal wetlands and adjacent areas, the 50-foot conservation buffer shall be landscaped with a minimum of 20-evergreen trees (native northeast species) planted at minimum height of six feet and six native shade trees, planted at a minimum size of two-and-one-half to three-inch caliper. The maintenance of the landscaped buffer shall be the obligation of and performed by the property owner, and the Town shall have the right to enforce the maintenance of this area by any applicable legal, equitable or regulatory means.
- B. For all lots, impervious cover should be reduced to the maximum extent practicable and follow the regulations set forth in § 76.26 (Building area and lot coverage) below.
- C. Automatic irrigation systems utilizing smart controller technology shall be required in all new residential construction. All automatic irrigation systems shall also have rain and soil moisture sensors.
- D. All residential construction must comply with the Town's residential energy performance standards, set forth in § 86-44 (Home energy rating index requirements):

- E. The conservation buffer area shall be separated from adjacent residential yards by a six-foot fence, in accordance with the regulations set forth in § 76.31 (Fences).

§ 76.26. Building area and lot coverage.

- A. For a minimum lot size of 20,000 square feet, the building area shall not exceed 17.5% of the lot area. Overall, lot coverage shall not exceed 35% of the lot area. Green infrastructure is required through the utilization of Town-approved permeable pavement surfaces, which shall account for a minimum of 50% of any additional lot coverage beyond the building area.
- B. For a minimum lot size of 40,000 square feet, the building area shall not exceed 12% of the lot area. Overall, lot coverage shall not exceed 25% of the lot area. Green infrastructure is required through the utilization of Town-approved permeable pavement surfaces, which shall account for a minimum of 50% of any additional lot coverage beyond the building area.

§ 76.27. Front yards.

- A. There shall be a front yard, the depth of which shall be at least 40 feet back of the street line for areas requiring a 20,000 SF minimum lot area and not less than 50 feet back of the street line for areas requiring a 40,000 SF minimum lot area.
- B. In case of a corner lot, a front yard shall be required on each street, and notwithstanding the foregoing, each front yard shall be not less than 40 feet for areas requiring a 20,000 SF minimum lot area and not less than 50 feet for areas requiring a 40,000 SF minimum lot area.

§ 76.28. Side yards.

- A. For areas requiring a 20,000 SF minimum lot area, there shall be two side yards, one on each side of the main building, the aggregate width of which shall be at least 40 feet. Neither side yard shall be less than 20 feet wide.
- B. For areas requiring a 40,000 SF minimum lot area, there shall be two side yards, one on each side of the main building, the aggregate width of which shall be at least 60 feet. Neither side yard shall be less than 25 feet wide.

§ 76.29. Rear yards.

- A. For areas requiring a 20,000 SF minimum lot area, there shall be a rear yard, the depth of which shall be at least 35 feet.
- B. For areas requiring a 40,000 SF minimum lot area, there shall be a rear yard, the depth of which shall be at least 50 feet.

C. For lots that include the 50-foot conservation buffer area, the required rear yard depth shall be reduced, the depth of which shall be at least 20 feet, measured from the interior boundary of the 50-foot conservation buffer area.

§ 76.30. Permitted encroachments.

A. The following encroachments are hereby permitted:

1. Cornices, eaves, gutters, chimneys or bay windows projecting not more than 24 inches.
2. Air-conditioning condenser units, emergency generators, basement stairs and basement areaways, projecting not more than 36 inches into one of the required side yards.
3. Driveway piers not exceeding eight feet in height.
4. Swimming pool terraces projecting not more than five feet into required side and rear yard setbacks.
5. Exclusive of encroachments permitted under this section and structures approved by Board of Appeals grant, second-story additions above existing permitted one-story structures may project into any required yard, provided that they do not extend beyond the wall of the existing structure.

B. In any case where the Board of Appeals had diminished a required yard by a variance or special exception, none of the foregoing encroachments shall be permitted encroachments in such diminished yard.

§ 76.31. Fences.

A. A fence, not exceeding six feet in height, shall be permitted on the rear lot line and those linear portions of the side lot lines enclosing a rear yard; provided, however, that the six-foot fencing does not extend beyond the front line of the house. Fencing shall not substantially obstruct line of sight and there shall be compliance with § 311 of Article XXXI of this ordinance, with respect to clear sight triangles.

B. Fencing shall also be required along the interior boundary of the 50-foot conservation buffer and shall be a six-foot black estate-style fence, constructed of tubular steel or aluminum.

§ 76.32. Accessory buildings and structures.

A. For areas requiring a 20,000 SF minimum lot area, accessory buildings may occupy not more than 10% of the required area of the rear yard up to an average height of 12 feet. For areas requiring a 40,000 SF minimum lot area, accessory buildings may occupy not more than 8% of the required area of the rear yard up to an average height of 12 feet. The yard area occupied by such accessory building shall, however, be

included in computing the maximum percentage of the lot area which may be built upon.

- B. Exclusive of an accessory private garage and a cabana permitted as an accessory to a swimming pool pursuant to § 76.34, only one structure can be erected and thereafter maintained, and such structure shall be erected on the ground and in the rear yard only and shall not exceed 144 square feet of floor area, nine feet in height maximum and 12 feet horizontally maximum, unless authorized as a special exception by the Board of Appeals.

§ 76.33. Minimum lot area and width.

- A. No dwelling or other building shall be constructed on a lot unless it contains an area of not less than 20,000 square feet and has a minimum street frontage of 100 feet and maintains a minimum 100 foot lot width for a minimum depth of 150 feet. Building lots located on a cul-de-sac shall have a minimum street frontage of 60 feet and a minimum lot width of 100 feet at a lot depth of 40 feet offset from the street line, and shall maintain a minimum lot width of 100 feet for a depth of 150 feet.
- B. Where a lot within the unincorporated area of the Town is located adjacent to a low-density zoning district of a neighboring village (40,000 square foot minimum lot area or greater), the minimum lot area and width requirements shall be consistent with the dimensional regulations promulgated by the neighboring municipality for that district. In this instance, no dwelling or other building shall be constructed on a lot unless it contains an area of not less than 40,000 square feet and has a minimum street frontage of 150 feet and maintains a minimum 150 foot lot width for a minimum depth of 150 feet. Building lots located on a cul-de-sac shall have a minimum street frontage of 80 feet and a minimum lot width of 150 feet at a lot depth of 60 feet offset from the street line, and shall maintain a minimum lot width of 150 feet for a depth of 150 feet.

§ 76.34. Subdivision regulations

The requirements for subdivision development within the Golf Course Coastal Residence District shall comply with all State and local regulations and obtain all necessary approvals as required by law. Proposed streets shall be commensurate with those indicative of low-density communities.

§ 76.35. Swimming pools

- A. Swimming pools are regulated by Article XXV of the Building Zone Ordinance of the Town of Hempstead. Within the Golf Course Coastal Residence District, all provisions of Article XXV shall apply except for the regulations provided hereinafter.

- B. For lots with a minimum area of 20,000 square feet, there shall be 15 foot side yard and 15 foot rear yard setbacks. Where a lot includes the conservation buffer area, the setback requirement shall be reduced to 10 feet. For lots with a minimum area of 40,000 square feet, there shall be 20 foot side yard and 20 foot rear yard setbacks.
- C. Terraces shall comply with all requirements set forth in § 76.30 of this Article.
- D. Fences shall comply with all requirements set forth § 76.31 of this Article.
- E. Cabanas shall comply with all requirements set forth in § 76.32 of this Article.

§ 76.36. Transition

- A. Within 45 days of the effective date of this Article, unless a greater period is determined necessary, specific amendments to the Building Zone Map of the Town of Hempstead shall be prepared by the Department of Engineering or its designate, precisely identifying the areas included in the GC Golf Course Coastal Residence District (GC).
- B. Notwithstanding the foregoing, this Article shall be fully applicable to all properties falling within the definition of GC Golf Course Coastal Residence District (GC) immediately upon adoption of this Article and in accordance with law, and any prior zoning district regulations or classifications are thereby immediately superceded.

and, BE IT FURTHER

RESOLVED, that said amendment shall take effect immediately according to law, and that the Town Clerk shall enter said amendment in the Minutes of the Town Board and the Ordinance Book and shall publish a copy of this resolution once in a newspaper having a general circulation in the Town of Hempstead, and file in her office an affidavit of such publication.

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

AYES:

NOES:

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION CALLING A PUBLIC HEARING FOR MAY 8, 2018 TO CONSIDER THE ADOPTION OF THE TOWN OF HEMPSTEAD'S 2018 CAPITAL PLAN AND THE 2018 TO 2022 MULTI-YEAR CAPITAL IMPROVEMENT PLAN:

WHEREAS, the Town Supervisor, in consultation with the Comptroller and Commissioner's, has prepared the Town of Hempstead's proposed 2018 Capital Plan and the 2018-2022 Multi-Year Capital Improvement Plan for the General Fund, the Town Outside Village Fund and the Town-Operated Special Districts; and

WHEREAS, the Town Board desires to schedule a public hearing to consider the adoption of the proposed 2018 Capital Plan and the 2018-2022 Multi-Year Capital Improvement Plan; and

NOW, THEREFORE, BE IT

RESOLVED that a public hearing shall be held in the Nathan L. H. Bennett Pavilion, Hempstead Town Hall, Town Hall Plaza, 1 Washington Street, Village and Town of Hempstead, New York, on Tuesday, the 8th day of May, 2018, at 10:30 o'clock in the forenoon of that day at which time all interested persons shall be heard regarding the adoption of the proposed 2018 Capital Plan and the 2018-2022 Multi-Year Capital Improvement Plan; and be it further

RESOLVED that the Town Clerk be and hereby is authorized and directed to publish a notice of such hearing, which notice shall be in substantially the following form:

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

49

Case #

29920

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION CALLING A PUBLIC HEARING FOR MAY 8, 2018 TO CONSIDER THE ADOPTION OF THE TOWN OF HEMPSTEAD'S 2018 CAPITAL PLAN AND THE 2018 TO 2022 MULTI-YEAR CAPITAL IMPROVEMENT PLAN:

WHEREAS, the Town Supervisor, in consultation with the Comptroller and Commissioner's, has prepared the Town of Hempstead's proposed 2018 Capital Plan and the 2018-2022 Multi-Year Capital Improvement Plan for the General Fund, the Town Outside Village Fund and the Town-Operated Special Districts; and

WHEREAS, the Town Board desires to schedule a public hearing to consider the adoption of the proposed 2018 Capital Plan and the 2018-2022 Multi-Year Capital Improvement Plan; and

NOW, THEREFORE, BE IT

RESOLVED that a public hearing shall be held in the Nathan L. H. Bennett Pavilion, Hempstead Town Hall, Town Hall Plaza, 1 Washington Street, Village and Town of Hempstead, New York, on Tuesday, the 8th day of May, 2018, at 10:30 o'clock in the forenoon of that day at which time all interested persons shall be heard regarding the adoption of the proposed 2018 Capital Plan and the 2018-2022 Multi-Year Capital Improvement Plan; and be it further

RESOLVED that the Town Clerk be and hereby is authorized and directed to publish a notice of such hearing, which notice shall be in substantially the following form:

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that a public hearing will be held in the Nathan L. H. Bennett Pavilion, Hempstead Town Hall, Town Hall Plaza, 1 Washington Street, Village and Town of Hempstead, New York, on Tuesday, the 8th day of May, 2018, at 10:30 o'clock in the forenoon of that day, to consider the adoption of the Town of Hempstead's proposed 2018 Capital Plan and the 2018-2022 Multi-Year Capital Improvement Plan for the General Fund, the Town Outside Village Fund and the Town-Operated Special Districts.

A copy of the proposed capital plan and plan is on file in the Office of the Town Clerk of the Town of Hempstead, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, where the same may be inspected during office hours, and on the Town of Hempstead's website.

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

Dated: Hempstead, New York
, 2018

BY ORDER OF THE TOWN BOARD
TOWN OF HEMPSTEAD, NEW YORK.

SYLVIA A. CABANA
Town Clerk

LAURA A. GILLEN
Supervisor

CASE NO. 4562

RESOLUTION NO.

RESOLUTION CALLING PUBLIC HEARING ON
APPLICATION OF JAS USA INC FOR A PERMIT TO
INCLUDE EXISTING GASOLINE SERVICE STATION
WITHIN "GSS" DISTRICT AT UNIONDALE, NEW YORK.

ADOPTED:

offered the following resolution and moved its
adoption:

RESOLVED, that a public hearing will be held May 8, 2018
at 10:30 o'clock in the forenoon of that day, in the Town
Meeting Pavilion, Hempstead Town Hall, 1 Washington Street,
Hempstead, New York, to consider the application of JAS USA
INC. to include premises, existing and extend premises
into the GSS District to maintain an existing repair
bays and snack shop, installation of a 24' x 54' canopy
over the existing pump islands with lighting, vacuum
station, air station, dumpsters enclosure and various
other site improvements including paving, curbing,
landscaping and the relocation of an existing curb cut
along Chester Street located on the s/e/c of front St.
and Chester St. in Uniondale New York, and

BE IT

FURTHER RESOLVED, that the Town Clerk be and hereby is
directed to publish notice thereof once a week for two
successive weeks in Long Island Business News.

The foregoing resolution was adopted upon roll call as
follows:

AYES:

NOES:

Item # 50

Case # 4562

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN, pursuant to the provisions of of the Building Zone Ordinance of the Town of Hempstead, that a public hearing will be held by the Town Board of said Town on May 8, 2018 at 10:30 o'clock in the forenoon of that day in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, for the purpose of considering the application of JAS USA INC. to include premises, existing and extend premises into the GSS District to maintain an existing repair bays and snack shop, installation of a 24'x 54' canopy over the existing pump islands with lighting, vacuum station, air station, dumpsters enclosure and various other site improvements including paving, curbing, landscaping and the relocation of an existing curb cut along Chester Street located in Uniondale, New York:

An irregular parcel of property located on the s/e/c/ of Front St. & Chester St. w/frontage of 122.27' and 132.11' on Chester St. situated in Uniondale, Town of Hempstead, County of Nassau, State of New York.

The above mentioned petition & maps which accompanies it are on file with the undersigned and may be viewed during office hours.

Any person interested in the subject matter will be given an opportunity to be heard with reference thereto at the time and place above designated.

BY ORDER OF THE TOWN BOARD, TOWN OF HEMPSTEAD, N.Y.

LAURA A. GILLEN
Supervisor

SYLVIA A. CABANA
Town Clerk

Dated: April 24, 2018
Hempstead, N.Y.

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF RAFAEL CHRISTIAN JR.,
AS RECYCLING WORKER I, IN THE
DEPARTMENT OF SANITATION.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that Rafael Christian Jr., now serving as Laborer I, in the Department of Sanitation, be and hereby is appointed Recycling Worker I, Labor Class, Grade 10, Step 6 (G), \$55,925, 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 April 25, 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 STEVE CUNNINGHAM, AS
RECYCLING WORKER I, IN THE
DEPARTMENT OF SANITATION.

On motion made by
the following resolution was adopted upon roll call:

RESOLVED, that Steve Cunningham, now serving as Laborer I, in the
Department of Sanitation, be and hereby is appointed Recycling Worker I, Labor Class, Grade 10, Step 7
(H), \$58,736, 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 April 25, 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 DONALD EDOUARD, AS
RECYCLING WORKER I, IN THE
DEPARTMENT OF SANITATION.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that Donald Edouard, now serving as Laborer I, in the Department of Sanitation, be and hereby is appointed Recycling Worker I, Labor Class, Grade 10, Step 8 (I), \$64,297, 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 April 25, 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 QUENTIN JACKSON, AS
RECYCLING WORKER I, IN THE
DEPARTMENT OF SANITATION.

On motion made by
the following resolution was adopted upon roll call:

RESOLVED, that Quentin Jackson, now serving as Laborer I, in the
Department of Sanitation, be and hereby is appointed Recycling Worker I, Labor Class, Grade 10, Step
13 (N), \$77,914, 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 April 25, 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 GAIL ROSENBAUM
AS COMMUNITY RESEARCH ASSISTANT, IN
THE OFFICE OF THE SUPERVISOR.

On motion made by
the following resolution was adopted upon roll call:

RESOLVED, that Gail Rosenbaum be and hereby is
appointed Community Research Assistant, Non Competitive, Ungraded, at an annual salary of \$44,000,
in the Office of the Supervisor, by the Supervisor of the Town of Hempstead and ratified by the Town
Board of the Town of Hempstead, effective April 25, 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: