

**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 22<sup>nd</sup> day of May, 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:

NORTH BELLMORE Section 202-15	LAFAYETTE STREET (TH 123/18) South Side - FOUR HOUR PARKING 7AM TO 4PM EXCEPT SUNDAYS - starting at a point 166 feet west of the west curblin of Broad Street west for a distance of 50 feet.
OCEANSIDE Section 202-13	FAIRVIEW AVENUE (TH 94/18) South Side - NO STOPPING 9AM TO 6PM EXCEPT SUNDAYS AND HOLIDAYS - starting at a point 88 feet east of the east curblin of Long Beach Road east for a distance of 206 feet.

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

OCEANSIDE Section 202-13	FAIRVIEW AVENUE (TH 301/75) South Side - NO STOPPING 9 AM TO 6 PM EXCEPT SUNDAYS AND HOLIDAYS - starting at a point 88 feet east of the east curblin of Long Beach Road east for a distance of 266 feet. (Adopted 9/9/75)
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ALL PERSONS INTERESTED shall have an opportunity to be heard on said proposal at the time and place aforesaid.

Dated: May 8, 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 # 1  
Case # 29923*

**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 22<sup>nd</sup> day of May, 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**

BEDFORD AVENUE (TH 105/18) West Side  
- NO STOPPING HERE TO CORNER -  
starting at the south curbline of  
Royle Street south for a distance of  
69 feet.

KENNETH AVENUE (TH 104/18) West Side  
- NO STOPPING HERE TO CORNER -  
starting at the south curbline of  
Demott Avenue then south for a  
distance of 30 feet.

**INWOOD**

BAYVIEW AVENUE (TH 101/18) North Side  
- NO STOPPING HERE TO CORNER - from  
the east curbline of Bayview Court  
east for a distance of 35 feet.

**ROOSEVELT**

PLEASANT AVENUE (TH 67/18) South Side  
- NO STOPPING HERE TO CORNER -  
starting at the east curbline of  
Powell Street east for a distance of  
40 feet.

PLEASANT AVENUE (TH 67/18) North Side  
- NO STOPPING ANYTIME - starting at a  
point opposite the southeast curbline  
of Powell Street then east for a  
distance of 45 feet.

**UNIONDALE**

COMMERCIAL AVENUE (TH 124/18) South  
Side - NO STOPPING ANYTIME - starting  
at the west curbline of Quentin  
Roosevelt Blvd west for a distance of  
430 feet.

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

INWOOD                      WHEELLOCK AVENUE (TH 527/73) West Side  
- NO STOPPING ANYTIME - starting at a  
point 114 feet north of the north  
curbline of Burnside Avenue north for  
a distance of 94 feet. (Adopted  
11/13/73)

WOODMERE                    BARR AVENUE (TH 560/14) West Side -  
NO PARKING ANYTIME - starting at a  
point 91 feet north of the north  
curbline of West Broadway north for a  
distance of 55 feet. (Adopted  
12/9/14)

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

Dated: May 8, 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 # 2*  
*Case # 29924*

**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 22<sup>nd</sup> day of May, 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:

BELLMORE	MARLE PLACE (TH 96/18) STOP - all traffic traveling northbound on Bedford Avenue shall come to a full stop.
	MARLE PLACE (TH 96/18) STOP - all traffic traveling southbound on Bedford Avenue shall come to a full stop.
ELMONT	SURPRISE STREET (TH 118/18) STOP - all traffic traveling northbound on Travis Avenue shall come to a full stop.
ROOSEVELT	POWELL STREET (TH 67/18) STOP - all traffic eastbound on Pleasant Avenue shall come to a full stop.
	POWELL STREET (TH 67/18) STOP - all traffic westbound on Pleasant Avenue shall come to a full stop.
WOODMERE	WEST BROADWAY (TH 88/18) STOP - all traffic approaching southbound on Forest 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: May 8, 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# 3*  
*Case# 29925*

**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 22<sup>nd</sup> day of May, 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 AND REPEAL "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS" at the following locations:

ELMONT

RIDGE ROAD (TH 131/18) West Side - NO PARKING 8AM TO 4PM SCHOOL DAYS - starting at a point 40 feet north of the north curbline of Dutch Broadway north for a distance of 44 feet.

RIDGE ROAD (TH 131/18) West Side - NO PARKING 8AM TO 4PM SCHOOL DAYS - starting at a point 30 feet south of the south curbline of Leighton Road south for a distance of 53 feet.

UNIONDALE

HEMPSTEAD BLVD. (TH 55/18) South Side - NO STOPPING BUS STOPS 8AM TO 6PM SCHOOL DAYS - starting at a point 41 feet west from a point opposite the west curbline of Fenimore Avenue west for a distance of 190 feet.

HEMPSTEAD BLVD. (TH 55/18) North Side - NO STOPPING 8AM TO 6PM SCHOOL DAYS - starting at a point 30 feet west of the west curbline of Fenimore Avenue then west for a distance of 200 feet.

ALSO, to REPEAL from Section 197-13 "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS" from the following locations:

ELMONT

RIDGE ROAD (TH 456/17) West Side - NO PARKING 8AM TO 4 PM SCHOOL DAYS - starting at a point 40 feet north of the north curbline of Dutch Broadway north to a point 30 feet south of the south curbline of Leighton Road. (Adopted 2/20/18)

UNIONDALE

HEMPSTEAD BLVD. - South Side - NO STOPPING  
BUS STOP 8AM TO 4 PM SCHOOL DAYS -  
starting at a point 41 feet west from a  
point opposite the west curbline of  
Fenimore Street west for a distance of  
190 feet. (Adopted 11/18/58)

HEMPSTEAD BLVD. (TH 660/85) North Side -  
NO STOPPING 8 AM TO 4 PM SCHOOL DAYS -  
starting at a point 30 feet west of the  
west curbline of Fenimore Avenue west for  
a distance of 200 feet. (Adopted 1/28/86)

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

Dated: May 8, 2018  
Hempstead, New York

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF HEMPSTEAD

LAURA A. GILLEN  
Supervisor

SYLVIA A. CABANA  
Town Clerk

*Item # 4  
Case # 29926*

**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 22<sup>nd</sup> day of May, 2018, at 10:30 o'clock in the forenoon of that day to consider the enactment of a local law to amend Section 202-52 of the code of the Town of Hempstead to REPEAL "BUS STOPS" at the following locations:

BELLMORE                      BEDFORD AVENUE (TH 17/80) West Side - NO STOPPING BUS STOP - starting at the south curbline of Royle Street south for a distance of 60 feet.  
(Adopted 4/15/80)

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

Dated: May 8, 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 # 18920*

**NOTICE OF PUBLIC HEARING**

PLEASE TAKE NOTICE that pursuant to Article 9 of the New York State Constitution, the provisions of the Town Law and Municipal Home Rule of the State of New York, both as amended, a public hearing will be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, on the 22<sup>nd</sup> day of May, 2018, at 10:30 o'clock in the forenoon of that day to consider the enactment of a local law to amend Section 202-52 of the code of the Town of Hempstead to INCLUDE and REPEAL "SCHOOL BUS STOPS" at the following locations:

ROOSEVELT                      PLEASANT AVENUE (TH 67/18) North Side -  
NO STOPPING BETWEEN SIGNS 8AM TO 4PM  
EXCEPT SCHOOL BUSES - at a point 45 feet  
east opposite the southeast curbline of  
Powell Street then east for a distance of  
90 feet.

ALSO, to REPEAL from Section 202-52 "SCHOOL BUS STOPS" from the following locations:

ROOSEVELT                      PLEASANT AVENUE (TH 444/14) North Side -  
NO STOPPING BETWEEN SIGNS 8 AM TO 4 PM  
EXCEPT SCHOOL BUSES - starting at a point  
opposite the southeast curbline of Powell  
Street east for a distance of 95 feet.  
(Adopted 2/10/15)

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

Dated: May 8, 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 # 18920*



**NOTICE OF PUBLIC HEARING**

PLEASE TAKE NOTICE that pursuant to Article 9 of the New York State Constitution, the provisions of the Town Law and Municipal Home Rule of the State of New York, both as amended, a public hearing will be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, on the 22<sup>nd</sup> day of May, 2018, at 10:30 o'clock in the forenoon of that day to consider the enactment of a local law to amend Section 202-53 of the code of the Town of Hempstead to REPEAL "LOADING ZONES" at the following locations:

INWOOD	HOOVER STREET (TH 646/69) East Side - NO PARKING LOADING ZONE - starting at a point 92 feet north of the north curblines of Burnside Avenue north for a distance of 38 feet. (Adopted 2/17/70)
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ALL PERSONS INTERESTED shall have an opportunity to be heard on said proposal at the time and place aforesaid.

Dated: May 8, 2018  
Hempstead, New York

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF HEMPSTEAD

LAURA A. GILLEN  
Supervisor

SYLVIA A. CABANA  
Town Clerk

*Item # 7*  
*Case # 20614*

**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 22<sup>nd</sup> day of May, 2018, at 10:30 o'clock in the forenoon of that day, to consider the enactment of a local law to amend Chapter 78 of the Code of the Town of Hempstead entitled "Parks" in order to prohibit the smoking of electronic cigarettes within Town parks and recreation facilities, except in the areas that have been designated as smoking areas.

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  
May 8, 2018

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

SYLVIA A. CABANA  
Town Clerk

LAURA A. GILLEN  
Supervisor

Item # 8

Case # 15396

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 22<sup>nd</sup> day of May, 2018, at 10:30 o'clock in the forenoon of that day, to consider the repeal and reenactment of chapter one hundred sixty-eight of the code of the Town of Hempstead entitled, "Structures in Waterways," in relation to enacting a newly revised set of regulations for the permitting and regulation of construction and maintenance of structures in waterways.

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: May 8, 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 # 9

Case# 14520

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution

And moved its adoption:

RESOLUTION GRANTING PERMISSION TO THE TEMPLE BETH-EL OF BELLMORE, BELLMORE, NEW YORK TO USE TOWN OF HEMPSTEAD PARKING FIELD B-2, BELLMORE, NEW YORK FOR THE PURPOSE OF HOLDING A CRAFT FAIR MAY 26, 2018 THROUGH MAY 28, 2018.

WHEREAS, the Temple Beth-El of Bellmore, 1373 Bellmore Road, No. Bellmore, New York 11710 Attention: Carole Friedman, Craft Fair Chair, has requested to use Town of Hempstead Parking Field B-2, Bellmore, New York for the purpose of holding a Craft Fair May 26, 2018 through May 28, 2018 (the "Fair"); and

WHEREAS, this Town Board deems it to be in the public interest to grant said permission.

NOW, THEREFORE, BE IT

RESOLVED, that permission is hereby granted to the Temple Beth-El of Bellmore, 1373 Bellmore Road, No. Bellmore, New York 11710 Attention: Carole Friedman, Craft Fair Chair, to use Town of Hempstead Parking B-2, Bellmore, New York for the purpose of holding the Fair May 26, 2018 through May 28, 2018; and be it further

RESOLVED, that in conducting said activity the Temple Beth-El of Bellmore shall comply with all the provisions of the Code of the Town of Hempstead.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 10

Case # 20915

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution

And moved its adoption:

RESOLUTION GRANTING PERMISSION TO THE MERRICK CHAMBER OF COMMERCE TO USE TOWN OF HEMPSTEAD PARKING FIELD M-5, MERRICK, NEW YORK FOR THE PURPOSE OF HOLDING THE ANNUAL FALL FESTIVAL SEPTEMBER 14, 2018 THROUGH SEPTEMBER 16, 2018.

WHEREAS, the Merrick Chamber of Commerce, c/o RMB Drafting Services, Inc., 308 East Meadow Avenue, East Meadow, New York 11554 has requested to use Town of Hempstead Parking Field M-5, Merrick, New York for the purpose of holding the Annual Fall Festival September 14, 2018 through September 16, 2018 (the "Festival"); and

WHEREAS, this Town Board deems it to be in the public interest to grant said permission.

NOW, THEREFORE, BE IT

RESOLVED, that permission is hereby granted to the Merrick Chamber of Commerce, c/o RMB Drafting Services, Inc., 308 East Meadow Avenue, East Meadow, New York 11554 to use Town of Hempstead Parking Field M-5, Merrick, New York for the purpose of holding the Festival and be it further

RESOLVED, that in conducting this activity, the Merrick Chamber of Commerce shall comply with all the provisions of the Code of the Town of Hempstead (the "Town Code"); and be it further

RESOLVED, that the grant of permission herein is subject to and conditioned upon the applicant's compliance with all the provisions of the Town Code, (including if amusement rides are to be used at the Annual Fall Festival, the additional procedure described in section 105-3(D) of said code and the issuance, by the Board of Zoning Appeals, of the special permit described in section 272(F)(2) of the Hempstead Town Building Zone Ordinance (the "Special Permit")); and be it further

RESOLVED, that failure of the applicant herein to comply with all the provisions of the Town Code, (including, if applicable, the failure to obtain the Special Permit in advance of the Festival, shall render this approval null and void; and be it further

Item #

10

Case #

20915

RESOLVED, that subject to the issuance of the Special Permit, amusement rides will be set up after 7:00 p.m. on September 13, 2018 and removed by 6:00 a.m. on September 17, 2018.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution

And moved its adoption:

RESOLUTION GRANTING PERMISSION TO THE ROOSEVELT CHAMBER OF COMMERCE, ROOSEVELT, NEW YORK TO USE TOWN OF HEMPSTEAD PARKING FIELDS R-1 & R-2, ROOSEVELT, NEW YORK FOR THE PURPOSE OF HOLDING THE "UNITY IN THE COMMUNITY FESTIVAL AND CAR SHOW" ON MAY 26, 2018.

WHEREAS, the Roosevelt Chamber of Commerce, P.O. 222, Roosevelt, New York 11575 Attention: John F. Boyd, Sr., President has requested to use Town of Hempstead Parking Fields R-1 & R-2, Roosevelt, New York for the purpose of holding the "Unity In The Community Festival and Car Show" on May 26, 2018; (the "Festival") and

WHEREAS, this Town Board deems it to be in the public interest to grant said permission.

NOW, THEREFORE, BE IT

RESOLVED, that permission is hereby granted to the Roosevelt Chamber of Commerce, P.O. Box 222, Roosevelt, New York 11575 Attention: John F. Boyd, Sr., President to use Town of Hempstead Parking Fields R-1 & R-2, Roosevelt, New York for the purpose of holding the Festival on May 26, 2018; and be it further

RESOLVED, that in conducting said activity the Roosevelt Chamber of Commerce shall comply with all the provisions of the Code of the Town of Hempstead.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

10

Case #

20915

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution

And moved its adoption:

RESOLUTION GRANTING PERMISSION TO THE MEMORIAL PRESBYTERIAN CHURCH, ROOSEVELT, NEW YORK TO USE TOWN OF HEMPSTEAD PARKING FIELD R-1, ROOSEVELT, NEW YORK FOR THE PURPOSE OF HOLDING "HOPE DAY NY" ON JUNE 2, 2018.

WHEREAS, the Memorial Presbyterian Church, 189 Babylon Turnpike, Roosevelt, New York 11575 Attention: Andrea Morgan-Eason, Ph.D., Roosevelt Site Coordinator has requested to use Town of Hempstead Parking Field R-1, Roosevelt, New York for the purpose of holding "Hope Day NY" on June 2, 2018; and

WHEREAS, this Town Board deems it to be in the public interest to grant said permission.

NOW, THEREFORE, BE IT

RESOLVED, that permission is hereby granted to the Memorial Presbyterian Church, 189 Babylon Turnpike, Roosevelt, New York 11575 Attention: Andrea Morgan-Eason, Ph.D., Roosevelt Site Coordinator to use Town of Hempstead Parking Field R-1, Roosevelt, New York for the purpose of holding "Hope Day NY" on June 2, 2018; and be it further

RESOLVED, that in conducting said activity the Memorial Presbyterian Church shall comply with all the provisions of the Code of the Town of Hempstead.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 10

Case # 20915



RESOLUTION NO.

CASE NO.

Adopted:

Offered the following resolution

And moved its adoption:

RESOLUTION GRANTING PERMISSION TO THE SPANISH EVANGELICAL CHURCH, FREEPORT, NEW YORK TO USE TOWN OF HEMPSTEAD PARKING FIELD R-1, ROOSEVELT, NEW YORK FOR THE PURPOSE OF HOLDING A COMMUNITY GATHERING ON JUNE 10, 2018.

WHEREAS, the Spanish Evangelical Church, 404 N. Main Street, Freeport, New York 11520 Attention: Pastor Wilma Bustamante, has requested to use Town of Hempstead Parking Field R-1, Roosevelt, New York for the purpose of holding a Community Gathering on June 10, 2018 (the "Gathering"); and

WHEREAS, this Town Board deems it to be in the public interest to grant said permission.

NOW, THEREFORE, BE IT

RESOLVED, that permission is hereby granted to the Spanish Evangelical Church, 404 N. Main Street, Freeport, New York 11520 Attention: Pastor Wilma Bustamante, to use Town of Hempstead Parking Field R-1, Roosevelt, New York for the purpose of holding the Gathering on June 10, 2018; and be it further

RESOLVED, that in conducting this activity, the Spanish Evangelical Church shall comply with all the provisions of the Code of the Town of Hempstead.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

10

Case #

20915

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution

and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING PERMISSION GRANTED TO THE KIWANIS CLUB OF SEAFORD, SEAFORD, NEW YORK TO USE TOWN OF HEMPSTEAD PARKING FIELD S-6, SEAFORD, NEW YORK FOR THE PURPOSE OF HOLDING A CRAFT FAIR ON MAY 12, 2018 AND MAY 13, 2018.

WHEREAS, the Kiwanis Club of Seaford, c/o Ann Torcivia, Secretary, P.O. Box 1360, Seaford, New York 11783 had requested to use Town of Hempstead Parking Field S-6, Seaford, New York for the purpose of holding a Craft Fair on May 12, 2018 and May 13, 2018 (the "Fair"); and

WHEREAS, this Town Board deemed it to be in the public interest to have granted said permission.

NOW, THEREFORE, BE IT

RESOLVED, that permission granted to the Kiwanis Club of Seaford, c/o Ann Torcivia, Secretary, P.O. Box 1360, Seaford, New York 11783 to use Town of Hempstead Parking Field S-6, Seaford, New York for the purpose of holding the Fair on May 12, 2018 and May 13, 2018 is hereby ratified and confirmed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

10

Case #

20915

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution

And moved its adoption:

RESOLUTION GRANTING PERMISSION TO THE LONG ISLAND GROWERS MARKET, ORIENT, NEW YORK TO USE TOWN OF HEMPSTEAD PARKING FIELDS S-3 AND S-9, SEAFORD, NEW YORK FOR THE PURPOSE OF HOLDING A FARMERS MARKET ON JUNE 2, JUNE 9, JUNE 16, JUNE 23, JUNE 30, JULY 7, JULY 14, JULY 21, JULY 28, AUGUST 4, AUGUST 11, AUGUST 18, AUGUST 25, SEPTEMBER 1, SEPTEMBER 8, SEPTEMBER 15, SEPTEMBER 22, SEPTEMBER 29, OCTOBER 6, OCTOBER 13, OCTOBER 20, OCTOBER 27, NOVEMBER 3, NOVEMBER 10, NOVEMBER 17, & NOVEMBER 24, 2018.

WHEREAS, The Long Island Growers Market, c/o Ethel Terry, 35870 Main Road, Orient, New York 11957 has requested to use Town of Hempstead Parking Fields S-3 and S-9, Seaford, New York for the purpose of holding a Farmers Market on June 2, June 9, June 16, June 23, June 30, July 7, July 14, July 21, July 28, August 4, August 11, August 18, August 25, September 1, September 8, September 15, September 22, September 29, October 6, October 13, October 20, October 27, November 3, November 10, November 17 & November 24, 2018 (the "Market"); and

WHEREAS, this Town Board deems it to be in the public interest to grant said permission.

NOW, THEREFORE, BE IT

RESOLVED, that permission is hereby granted to The Long Island Growers Market, c/o Ethel Terry, 35870 Main Road, Orient, New York 11957 to use Town of Hempstead Parking Fields S-3 and S-9, Seaford, New York for the purpose of holding the Market and be it further

RESOLVED, that in conducting said activity The Long Island Growers Market shall comply with all the provisions of the Code of the Town of Hempstead.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 10

Case # 20915

RESOLUTION NO.

CASE NO.

Adopted:

Offered the following resolution

And moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING PERMISSION  
GRANTED TO THE KIWANIS CLUB OF WANTAGH  
TO USE TOWN OF HEMPSTEAD PARKING FIELDS WA-1  
AND WA-3, WANTAGH, NEW YORK FOR THE PURPOSE OF  
HOLDING THE WANTAGH FESTIVAL ON APRIL 29, 2018  
(RAINDATE MAY 6, 2018).

WHEREAS, the Kiwanis Club of Wantagh, c/o Margaret Silberger, Secretary, P.O. Box 1, Wantagh, New York 11793 had requested to use Town of Hempstead Parking Fields WA-1 and WA-3, Wantagh, New York for the purpose of holding the Wantagh Festival on April 29, 2018 (Raindate May 6, 2018) (the "Festival"); and

WHEREAS, this Town Board deemed it to be in the public interest to have granted said permission.

NOW, THEREFORE BE IT

RESOLVED, that permission granted to the Kiwanis Club of Wantagh, c/o Margaret Silberger, Secretary, P.O. Box 1, Wantagh, New York 11793 to use Town of Hempstead Parking Fields WA-1 and WA-3, Wantagh, New York for the purpose of holding the Festival on April 29, 2018 (Raindate May 6, 2018) is hereby ratified and confirmed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

10

Case #

20915

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution

And moved its adoption:

RESOLUTION GRANTING PERMISSION TO THE LONG ISLAND BUICK CLUB, BOHEMIA, NEW YORK TO USE TOWN OF HEMPSTEAD PARKING FIELD WA-9, WANTAGH, NEW YORK FOR THE PURPOSE OF HOLDING A CAR SHOW ON MAY 27, 2018 (RAINDATE JUNE 10, 2018).

WHEREAS, the Long Island Buick Club, c/o Martin Jablonsky, 2588 Neptune Avenue, Seaford, New York 11783 has requested permission to use Town of Hempstead Parking Field WA-9, Wantagh, New York for the purpose of holding a Car Show May 27, 2018 (Raindate June 10, 2018); and

WHEREAS, this Town Board deems it to be in the public interest to grant said permission.

NOW, THEREFORE, BE IT

RESOLVED, that permission is hereby granted to the Long Island Buick Club, c/o Martin Jablonsky, 2588 Neptune Avenue, Seaford, New York 11783 to use Town of Hempstead Parking Field WA-9, Wantagh, New York for the purpose of holding the Car Show and be it further

RESOLVED, that in conducting said activity, the Long Island Buick Club shall comply with all the provisions of the Code of the Town of Hempstead.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

10

Case #

20915

CASE NO. 25843

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved  
its adoption:

RESOLUTION GRANTING OF THE APPLICATION OF VFW POST  
2718 FOR A PARADE PERMIT FOR A PARADE HELD IN  
FRANKLIN SQUARE, NEW YORK, ON MAY 28, 2018.

WHEREAS, Anthony Coscia of Floral Park, New York, Sr. Vice  
Commander of the VFW POST 2718, New York has filed an application with the  
Town Clerk of the Town of Hempstead, for a Parade Permit for a Parade to be held  
in Franklin Square, New York, on May 28, 2018 from 10:00 AM to 12:00 PM  
and

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the of the aforesaid application of Anthony Coscia, Sr.  
Vice Commander of the VFW POST 2718, 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 #

11

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 CURE OF ARS CHURCH FOR A  
PARADE PERMIT FOR A PROCESSION HELD IN MERRICK, NEW  
YORK, ON MAY 14, 2018.

WHEREAS, Joann Mcdermott of Merrick, New York, Chair Person of the  
Cure of Ars Church, New York has filed an application with the Town Clerk of the  
Town of Hempstead, for a Parade Permit for a Procession to be held in Merrick,  
New York, on May 14, 2018 from 6:45 PM to 7:30 PM and

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the GRANTING of the aforesaid application of Joann  
Mcdermott, Chair Person of the Cure of Ars Church, be and the same is hereby  
RATIFIED AND CONFIRMED, subject to all the provisions of Chapter 117  
entitled Parades, Code of the Town of Hempstead

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

11

Case #

25843

CASE NO. 25843

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved  
its adoption:

RESOLUTION GRANTING OF THE APPLICATION OF CHABAD OF WEST HEMPSTEAD FOR A PARADE PERMIT FOR A PARADE HELD IN W HEMPSTEAD, NEW YORK, ON MAY 27, 2018.

WHEREAS, Joseph Lieberman of W Hempstead, New York, Director of the Chabad of West Hempstead, New York has filed an application with the Town Clerk of the Town of Hempstead, for a Parade Permit for a Parade to be held in W Hempstead, New York, on May 27, 2018 from 10:30 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 Joseph Lieberman, Director of the Chabad of West Hempstead, 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 #

11

Case #

25843



CASE NO. 25843

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved  
its adoption:

RESOLUTION GRANTING OF THE APPLICATION OF HEWLETT-  
WOODMERE BUSINESS ASSOCIATION FOR A PARADE PERMIT  
FOR A PARADE HELD IN WOODMERE, NEW YORK, ON MAY 28,  
2018.

WHEREAS, David Friedman of Hewlett, New York, President of the  
Hewlett-Woodmere Business Association, New York has filed an application with  
the Town Clerk of the Town of Hempstead, for a Parade Permit for a Parade to be  
held in Woodmere, New York, on May 28, 2018 from 9:00 AM to 10:00 AM and

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the of the aforesaid application of David Friedman,  
President of the Hewlett-Woodmere Business Association, 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 # 11

Case # 25843

CASE NO. 25843

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved  
its adoption:

RESOLUTION GRANTING OF THE APPLICATION OF BIKE TO THE BEACH INC. FOR A PARADE PERMIT FOR A BIKEATHON HELD IN MULTIPLE TOWNS IN THE TOWN OF HEMPSTEAD, NEW YORK, ON JUNE 08, 2018.

WHEREAS, Carl Sylvester of Bethesda, Maryland, Operations Manager of the Bike to the Beach Inc., District of Columbia has filed an application with the Town Clerk of the Town of Hempstead, for a Parade Permit for a Bikeathon to be held in Multiple Towns in The Town of Hempstead, New York, on June 08, 2018 from 7:15 AM to 9:15 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 Carl Sylvester, Operations Manager of the Bike to the Beach Inc., 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 # 11

Case # 25843

CASE NO. 461

RESOLUTION NO.

RESOLUTION RE: ACCEPTING JAKE MARKS, AS ACTIVE MEMBER IN THE MERRICK HOOK AND LADDER CO. 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 JAKE MARKS, residing at 2062 Kenneth Road, Merrick, New York 11566, into the Company rolls as member, be and Same hereby is Ratified and approved.

The foregoing resolution was adopted upon roll call as Follows:

AYES:

NOES:

Item # 12

Case # 461

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

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

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

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

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

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

**NOW, THEREFORE, BE IT**

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

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 13

Case # 16736

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

**RESOLUTION RATIFYING AND CONFIRMING  
THE PAYMENT OF COLOR COPIES FOR A RICOH  
USA, INC COLOR PRINTER COPIER TO  
FACILITATE THE TOWN OF HEMPSTEAD'S  
DEPARTMENT OF PLANNING AND  
ECONOMIC DEVELOPMENT PROGRAMS.**

**WHEREAS**, the Town of Hempstead Department of Planning and Economic Development owns a Ricoh USA, Inc. color printer/ copier, for the implementation of the Town's Department of Planning and Economic Development Programs; and

**WHEREAS**, the Ricoh USA, Inc., is a publicly traded corporation, with offices at PO Box 827577, Philadelphia, Pa 19182; and

**WHEREAS**, the Town of Hempstead Department of Planning and Economic Development pays Ricoh USA, Inc. fees of 0.0093 per Black/White copy; 0.0765 per color copy for three (3) years commencing March 1, 2017 and ending February 28, 2020; and

**WHEREAS**, the Town of Hempstead Department of Planning and Economic Development also requires maintenance to be performed on the color copier on an as needed basis along with the purchase of printer cartridges; and

**WHEREAS**, the Department has determined that Ricoh USA, Inc. color printer/copier best meets the needs of the Town's Department of Planning and Economic Development programs; and

**WHEREAS**, the Commissioner recommends to the Town Board that the Ricoh USA, Inc. color printer/copier be used to provide color copies for the Department.

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the Commissioner is authorized to pay Ricoh USA, Inc. fees of 0.0093 per Black White copy; 0.0765 per color copy and to provide maintenance and printer cartridges for three (3) years commencing March 1, 2017 and ending February 28, 2020, to facilitate the Town's Department of Planning and Economic Development Programs.

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

The foregoing resolution was adopted upon roll call as follows:

AYES: ( )

NOES: ( )

Doc. No. 18-004  
March 19, 2018

Item #

14

Case #

14032

Adopted:

offered the following resolution and moved its adoption:

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

**WHEREAS**, the Town of Hempstead (hereinafter the "Town") has entered into a comprehensive agreement with Nassau County through the Nassau County Department of Human Services (hereinafter the NCDHS), for a grant to support the Town grants made to organizations which have been qualified by the Division for Youth, and whose application has been authorized by the Town Board under Resolution No. 292-2018, adopted February 20th, 2018; and

**WHEREAS**, EAC, INC., having its principal office at 50 Clinton Street, Suite 107, Hempstead, NY 11550, is one such organization qualified under the provisions of the Division for Youth, Youth Development/Delinquency Prevention Program, and said organization now makes application to the Town of Hempstead for a grant for youth services to be provided for a term commencing January 1, 2017 and terminating December 31, 2017; and

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

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the Supervisor is hereby authorized to execute a contract between the Town of Hempstead and EAC, INC., for the provision of youth services, upon such terms, conditions and stipulations as the Supervisor may deem fit and proper, for the term commencing January 1, 2017 and terminating December 31, 2017; and

**BE IT FURTHER RESOLVED**, that the Town Board hereby directs payment to EAC, INC., the sum of TEN THOUSAND EIGHT HUNDRED TWENTY EIGHT and 00/100 (\$10,828.00) DOLLARS to be made on the presentation of a claim for actual expenditures incurred, accompanied by substantive data that will support such expenditures. Such payment to be charged against the Town of Hempstead Account No. 030-006-8020-4740/Youth Guidance; and

**BE IT FURTHER RESOLVED**, that the Commissioner of the Department of Planning and Economic Development is authorized to make claim upon the NCDHS for reimbursement of the Town's expenditure to the extent provided for by the terms of the NCDHS grant.

The foregoing resolution was adopted upon roll call as follows:

AYES: ( )

NOES: ( )

Item # 15

Case # 13584

**CONTRACT FOR PERSONAL SERVICES**  
**By and Between**  
**TOWN OF HEMPSTEAD**  
**and**  
**Education And Assistance Corporation, INC (EAC)**

**AGREEMENT** made the \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the Town of Hempstead (hereinafter called the "Town"), a domestic municipal corporation having its principal offices at One Washington Street, Hempstead, New York, and the EAC, INC. (hereinafter called the "Center") a non-profit corporation having its principal office at 50 Clinton Street, Suite 107, Hempstead, NY 11550.

**WITNESSETH THAT:**

**WHEREAS**, the Town has made application to the NYS Office of Children and Family Services (hereinafter "OCFS"), for a grant to fund certain youth programs serving Town residents, said application is authorized by the Town Board under Resolution No. 292-2018, adopted February 20th, 2018; and

**WHEREAS**, the aforementioned youth programs are sponsored and administered by private organizations which have been qualified by the Division for Youth to receive State funding; and

**WHEREAS**, the Center is one such organization qualified by the Division for Youth and again makes application for a grant in the sum of TEN THOUSAND EIGHT HUNDRED TWENTY EIGHT and 00/100 (\$10,828.00) DOLLARS, to assist in its program for the calendar year 2017; and

**WHEREAS**, the Town Board deems it to be in the public interest to respond favorably to such plea;

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

1. The Center agrees to continue its operations located at 50 Clinton Street, Suite 107, Hempstead, NY 11550, during the term of this agreement.
2. The Center agrees that such youth program will be supervised and directed by competent adult personnel.
3. The Center agrees not to assign, transfer, or hypothecate this agreement or any interest therein in whole or in part by agreement or novation.
4. The Center agrees that it is, and at all times shall be deemed to be an independent contractor and shall not in any manner by its actions or deeds commit the Town to any obligation irrespective of the nature thereof, and that the Center shall not, at any time or for any purpose, be deemed an agent, servant or employee of the Town.
5. The Center agrees to indemnify the Town of Hempstead, its agents, its servants and employees from any and all claims of liability for bodily injury and damage to property caused by the negligence of the agents, servants and employees of the Center resulting from its operation, use and maintenance of the facilities of the Center. In addition, the Center agrees, prior to the commencement of this Agreement or any renewal thereof, at its own cost and expense, policies of insurance, insuring the Center and the Town of Hempstead against any claims from any and all persons for bodily injury and property damage. Such policies shall have limits with respect to personal injuries of \$1,000,000.00 per occurrence and shall also insure against property damage in the limit of \$100,000.00 in respect to any one accident. Certificates of insurance duly reflecting this provision of this agreement shall be delivered by the Center simultaneously with the execution of this agreement.
6. The Center agrees that it shall at all times keep and maintain full and complete books and records of accounts in accordance with accepted accounting practices and such other records as may be prescribed by the Comptroller of the Town to reflect complete and true accountability for the funds which the Town shall grant under the contract. The Center shall, upon expenditure of the grant, provide the Department of Planning and Economic Development with a detailed report of the expenditures made.
7. The Center agrees to report to the Department of Planning and Economic Development at such times and in such manner and form prescribed as to services performed pursuant to this agreement.
8. The Center agrees that in the performance of its services it will comply with provisions of the Labor Law and Worker's Compensation Law of the State of New York if such may be applicable to its operations.

9. Subject to appropriations of funds by the Town Board, the Town agrees to pay the Center for the services provided by this agreement, up to the amount of TEN THOUSAND EIGHT HUNDRED TWENTY EIGHT and 00/100 (\$10,828.00) DOLLARS, during the fiscal year commencing January 1, 2017 and terminating December 31, 2017, payable as follows:

- (a) Said sum shall be paid upon the presentation to the Town, by the Center, of monthly claims which shall be based upon actual expenditures incurred, accompanied with substantive data and/or supporting vouchers that will substantiate the expenditures.

10. Recognizing that the Town will utilize the aforesaid proof of expenditures as the basis for its claims to the New York State Division For Youth for reimbursement, the Center agrees that should the Division disallow any items of claims in whole or in part as improper or lacking in sufficient supportive evidence, the Center shall be responsible for reimbursing the Town for the disallowed amount.

11. It is mutually understood and agreed that the agreement may be terminated by the Town without prior notices for the following reasons:

- (a) If the State aid from the Division For Youth in effect is discontinued or substantially impaired, or modified.
- (b) If, at any time after thorough review, the Town shall deem the Center to have violated this agreement in any substantial manner, or if the Town shall decide that the services rendered by the Center shall for any reason not be to its satisfaction.

12. The term of this agreement shall commence January 1, 2017 and terminate the 31st day of December, 2017.

IN WITNESS WHEREOF, the Town and Center have executed this agreement as of the date first above written.

**TOWN OF HEMPSTEAD**

By: \_\_\_\_\_  
Laura A Gillen  
Supervisor

**Education And Assistance Corporation, INC.**

By: Tania Peterson Chandler  
TANIA PETERSON CHANDLER  
VP OF OPERATIONS

**APPROVED**  
By: [Signature] Date: 4/26/18  
[Signature] 5/1/18  
KEVIN R. CONROY, CPA  
TOWN COMPTRROLLER

APPROVED AS TO CONTENT  
DATE: 4/26/18  
Katrina R. Brodts  
COUNSEL TO COMPTROLLER  
DEPT. OF PLANNING & ECONOMIC DEVELOPMENT

Doc. No. 18-007

APPROVED AS TO FORM  
Charles C. Heine  
SENIOR DEPUTY TOWN ATTORNEY  
DATE: 4/30/18  
APPROVED  
[Signature] 4/30/18  
DIRECTOR OF PURCHASING



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

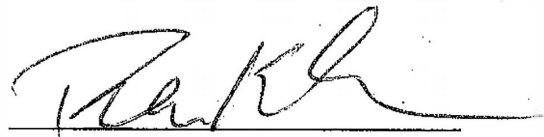
On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me personally came LAURA A. GILLEN, to me known and known to be the Supervisor of the Town of Hempstead, Nassau County, New York and being by me duly sworn, did depose and say that she resides at 1 Washington Street, Hempstead, New York 11550; that she is the Supervisor of the Town of Hempstead, Nassau County, New York, and that she knows the corporate seal of said corporation; that the seal affixed to said agreement is such corporate seal; that it was so affixed by order of the Town Board of the Town Of Hempstead, Nassau County, New York, and that by like order she thereunto signed her name and official designation.

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

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

On this 10 day of April, 2018 before me personally came Tama Petersen Chadler to me known, who being by me duly sworn did depose and say that (s) he resides at Queens New York; that (s)he is the Executive Director of **Education And Assistance Corporation, INC.**, the association described in and which executed the foregoing instrument; and that it was so affixed by order of the Board of Directors of said association and that (s)he signed his/her name thereto by like order.

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

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

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING THE SUPERVISOR TO ENTER INTO A CONTRACT WITH BELMONT CHILD CARE ASSOCIATION, INC. FOR A GRANT FOR SERVICES TO YOUTH IN THE UNINCORPORATED AREA OF ELMONT, NEW YORK.**

**WHEREAS**, BELMONT CHILD CARE ASSOCIATION, INC. having a principal office at 2150 Hempstead Turnpike, Belmont Park, Gate 6, Elmont, New York, has for a number of years conducted a variety of programs that benefit the youth of the Elmont area; and

**WHEREAS**, BELMONT CHILD CARE ASSOCIATION, INC. is making application to the Town of Hempstead for a grant of funds to assist it in the conduct of its programs through the year January 1, 2018 through December 31, 2018, in the unincorporated community of Elmont; and

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

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the Supervisor is hereby authorized to enter into a contract between the Town of Hempstead and BELMONT CHILD CARE ASSOCIATION, INC., providing for a grant not to exceed the amount of TWO THOUSAND FIVE HUNDRED and 00/100 (\$2,500.00) DOLLARS to be used in its 2018 youth program;

**BE IT FURTHER RESOLVED**, that the Town pay to BELMONT CHILD CARE ASSOCIATION, INC. in the sum of TWO THOUSAND FIVE HUNDRED (\$2,500.00) DOLLARS, which shall be charged against the appropriate Community Development Block Grant account upon submission of the appropriate claim form and required substantiation approved by the Commissioner of the Department of Planning and Economic Development.

The foregoing resolution was adopted upon roll call as follows:

AYES: ( )

NOES: ( )

Doc. No. 18-013  
April 19, 2018

Item # 16  
Case # 13584

**CONTRACT FOR PROFESSIONAL SERVICES**

By and Between  
TOWN OF HEMPSTEAD  
And  
BELMONT CHILD CARE ASSOCIATION, INC.

**AGREEMENT** made the \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the Town of Hempstead (hereinafter "Town"), a domestic municipal corporation having its principal offices at One Washington Street, Hempstead, New York, and Belmont Child Care Association, Inc. (hereinafter "Belmont"), a not-for-profit organization having its principal office at 2150 Hempstead Turnpike, Belmont Park, Gate 6, Elmont, New York 11003.

**WITNESSETH THAT:**

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

**WHEREAS**, Belmont has requested the Town to provide a grant of TWO THOUSAND FIVE HUNDRED and 00/100 (\$2,500.00) DOLLARS to assist in the operation of its 2018 program; and

**WHEREAS**, the Town Board deeming it to be in the public interest to grant such request has authorized the Supervisor to enter into a contract between the Town and Belmont,

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

1. Belmont agrees to continue its operations located at 2150 Hempstead Turnpike, Belmont Park, Gate 6, Elmont, New York 11003, during the term of this agreement.

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

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

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

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

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

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

8. Belmont agrees that it shall at all times keep and maintain full and complete books and records of accounts in accordance with accepted accounting practices and such other records as may be prescribed by the Comptroller of the Town to reflect complete and true accountability for

the funds which the Town shall grant under this contract. Belmont shall, upon expenditure of the grant, provide the Department of Planning and Economic Development with a detailed report of the expenditures made.

9. Belmont agrees to report to the Department of Planning and Economic Development at such times and in such manner and form prescribed as to services performed pursuant to this agreement.

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

11. The Town agrees to pay Belmont for the services provided by this agreement the sum of TWO THOUSAND FIVE HUNDRED (\$2,500.00) DOLLARS.

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

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

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

**TOWN OF HEMPSTEAD**

by: \_\_\_\_\_  
LAURA A. GILLEN  
Supervisor

**BELMONT CHILD CARE ASSOCIATION, INC.**

by: Joanne K. Adams  
JOANNE K. ADAMS  
Executive Director

APPROVED AS TO CONTENT  
DATE 4/25/18  
Katrina R. Brooks  
COUNSEL TO COMMISSIONER  
DEPT. OF PLANNING & ECONOMIC DEVELOPMENT

**APPROVED**  
By [Signature] Date 4/27/18  
[Signature] 4/30/18  
KEVIN R. CONROY, CPA  
TOWN COMPTROLLER

**APPROVED AS TO FORM**  
Charles O. Heine  
SENIOR DEPUTY TOWN ATTORNEY  
DATE 4/26/18

**APPROVED**  
[Signature] 4/26/18  
DIRECTOR OF PURCHASING  
DEPUTY TOWN COMPTROLLER

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

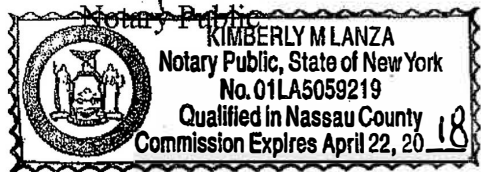
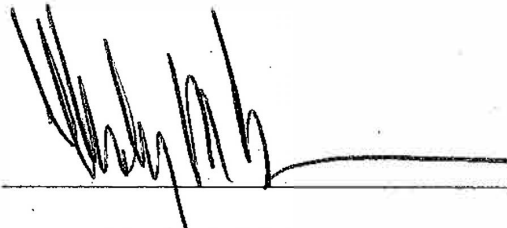
On this          day of                  , 2018, before me personally came LAURA A. GILLEN, to me known and known to be the Supervisor of the Town of Hempstead, Nassau County, New York and being by me duly sworn, did depose and say that she presides at 1 Washington Street, Hempstead, New York 11550; that she is the Supervisor of the Town of Hempstead, Nassau County, New York, and that she knows the corporate seal of said corporation; that the seal affixed to said agreement is such corporate seal; that it was so affixed by order of the Town Board of the Town Of Hempstead, Nassau County, New York, and that by like order she thereunto signed her name and official designation.

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Notary Public

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

On this 10 day of April , 2018, before me personally came Joanne K. Adams to me known, who being by me duly sworn did depose and say that she resides at 114 Brompton Rd, Garden City, NY 11530; that she is the Executive Director of the Belmont Child Care Association, Inc., the association described in and which executed the foregoing instrument; and that I was so affixed by order of the Board of Directors of said association and that she signed her name thereto by like order



CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

**RESOLUTION APPROVING A CONTRACT WITH CHABAD OF WEST HEMPSTEAD, INC., AND AUTHORIZING A GRANT FOR YOUTH SERVICES.**

**WHEREAS**, the Town of Hempstead (hereinafter the "Town") has entered into a comprehensive agreement with Nassau County through the Nassau County Department of Human Services (hereinafter the NCDHS), for a grant to support the Town grants made to organizations which have been qualified by the Division for Youth, and whose application has been authorized by the Town Board under No. 292-2018, adopted February 20th, 2018; and

**WHEREAS, CHABAD OF WEST HEMPSTEAD, INC.**, having its principal office at 411 Hempstead Turnpike, Suite L1, West Hempstead, New York, is one such organization qualified under the provisions of the Division for Youth, Youth Development/Delinquency Prevention Program, and said organization now makes application to the Town of Hempstead for a grant for youth services to be provided for a term commencing January 1, 2017 and terminating December 31, 2017; and

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

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the Supervisor is hereby authorized to execute a contract between the Town of Hempstead and the CHABAD OF WEST HEMPSTEAD, INC., for the provision of youth services, upon such terms, conditions and stipulations as the Supervisor may deem fit and proper, for the term commencing January 1, 2017 and terminating December 31, 2017; and

**BE IT FURTHER RESOLVED**, that the Town Board hereby directs payment to the CHABAD OF WEST HEMPSTEAD, INC., the sum of EIGHT THOUSAND FOUR HUNDRED EIGHTY ONE and 00/100 (\$8,481.00) DOLLARS to be made on the presentation of a claim for actual expenditures incurred, accompanied by substantive data that will support such expenditures. Such payment to be charged against the Town of Hempstead Account No. 030-006-8020-4740/Youth Guidance; and

**BE IT FURTHER RESOLVED**, that the Commissioner of the Department of Planning and Economic Development is authorized to make claim upon the NCDHS for reimbursement of the Town's expenditure to the extent provided for by the terms of the NCDHS grant.

The foregoing resolution was adopted upon roll call as follows:

AYES: ( )

NOES: ( )

Doc. No. 18-009

Item # 17

Case # 13584

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

**AGREEMENT** made the            day of            , 2018, by and between the Town of Hempstead (hereinafter called the "Town"), a domestic municipal corporation having its principal offices at One Washington Street, Hempstead, New York, and the CHABAD of WEST HEMPSTEAD, INC., (hereinafter called the "Center") a non-profit corporation having its principal office at 411 Hempstead Turnpike, Suite L1, West Hempstead, NY 11552.

**WITNESSETH THAT:**

**WHEREAS**, the Town has made application to the NYS Office of Children and Family Services (hereinafter "OCFS"), for a grant to fund certain youth programs serving Town residents, said application is authorized by the Town Board under Resolution No. 292-2018, adopted February 20th, 2018; and

**WHEREAS**, the aforementioned youth programs are sponsored and administered by private organizations which have been qualified by the Division for Youth to receive State funding; and

**WHEREAS**, the Center is one such organization qualified by the Division for Youth and again makes application for a grant in the sum of EIGHT THOUSAND FOUR HUNDRED EIGHTY ONE and 00/100 (\$8,481.00) DOLLARS, to assist in its program for the calendar year 2017; and

**WHEREAS**, the Town Board deems it to be in the public interest to respond favorably to such plea;

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

1. The Center agrees to continue its operations located at 411 Hempstead Turnpike, Suite L1, West Hempstead, NY 11552, during the term of this agreement.
2. The Center agrees that such youth program will be supervised and directed by competent adult personnel.
3. The Center agrees not to assign, transfer, or hypothecate this agreement or any interest therein in whole or in part by agreement or novation.
4. The Center agrees that it is, and at all times shall be deemed to be an independent contractor and shall not in any manner by its actions or deeds commit the Town to any obligation irrespective of the nature thereof, and that the Center shall not, at any time or for any purpose, be deemed an agent, servant or employee of the Town.
5. The Center agrees to indemnify the Town of Hempstead, its agents, its servants and employees from any and all claims of liability for bodily injury and damage to property caused by the negligence of the agents, servants and employees of the Center resulting from its operation, use and maintenance of the facilities of the Center. In addition, the Center agrees, prior to the commencement of this Agreement or any renewal thereof, at its own cost and expense, policies of insurance, insuring the Center and the Town of Hempstead against any claims from any and all persons for bodily injury and property damage. Such policies shall have limits with respect to personal injuries of \$1,000,000.00 per occurrence and shall also insure against property damage in the limit of \$100,000.00 in respect to any one accident. Certificates of insurance duly reflecting this provision of this agreement shall be delivered by the Center simultaneously with the execution of this agreement.
6. The Center agrees that it shall at all times keep and maintain full and complete books and records of accounts in accordance with accepted accounting practices and such other records as may be prescribed by the Comptroller of the Town to reflect complete and true accountability for the funds which the Town shall grant under the contract. The Center shall, upon expenditure of the grant, provide the Department of Planning and Economic Development with a detailed report of the expenditures made.
7. The Center agrees to report to the Department of Planning and Economic Development at such times and in such manner and form prescribed as to services performed pursuant to this agreement.

8. The Center agrees that in the performance of its services it will comply with provisions of the Labor Law and Worker's Compensation Law of the State of New York if such may be applicable to its operations.

9. Subject to appropriations of funds by the Town Board, the Town agrees to pay the Center for the services provided by this agreement, up to the amount of EIGHT THOUSAND FOUR HUNDRED EIGHTY ONE and 00/100 (\$8,481.00) DOLLARS, during the fiscal year commencing January 1, 2017 and terminating December 31, 2017, payable as follows:

- (a) Said sum shall be paid upon the presentation to the Town, by the Center, of monthly claims which shall be based upon actual expenditures incurred, accompanied with substantive data and/or supporting vouchers that will substantiate the expenditures.

10. Recognizing that the Town will utilize the aforesaid proof of expenditures as the basis for its claims to the New York State Division For Youth for reimbursement, the Center agrees that should the Division disallow any items of claims in whole or in part as improper or lacking in sufficient supportive evidence, the Center shall be responsible for reimbursing the Town for the disallowed amount.

11. It is mutually understood and agreed that the agreement may be terminated by the Town without prior notices for the following reasons:

- (a) If the State aid from the Division For Youth in effect is discontinued or substantially impaired, or modified.
- (b) If, at any time after thorough review, the Town shall deem the Center to have violated this agreement in any substantial manner, or if the Town shall decide that the services rendered by the Center shall for any reason not be to its satisfaction.

12. The term of this agreement shall commence January 1, 2017 and terminate the 31st day of December, 2017.

IN WITNESS WHEREOF, the Town and Center have executed this agreement as of the date first above written.

**TOWN OF HEMPSTEAD**

By: \_\_\_\_\_  
Laura A Gillen  
Supervisor

**CHABAD OF WEST HEMPSTEAD, INC.**

By: JOSEPH CIEREKAS  
Print Name: \_\_\_\_\_  
Title: DIRECTOR

**APPROVED**  
By: [Signature] Date: 4/27/18  
[Signature] 5/2/18  
KEVIN R. CONROY, CPA  
TOWN COMPTROLLER

APPROVED AS TO CONTENT  
DATE: 4/20/18  
Katrina R. Barlow  
COMMITTEE CHAIRPERSON  
DEPT. OF PLANNING & ECONOMIC DEVELOPMENT

APPROVED AS TO FORM  
Charles C. Steine  
SENIOR DEPUTY TOWN ATTORNEY  
DATE: 4/30/18

**APPROVED**  
[Signature] 4/23/18  
DIRECTOR OF PURCHASING



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


On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me personally came LAURA A. GILLEN, to me known and known to be the Supervisor of the Town of Hempstead, Nassau County, New York and being by me duly sworn, did depose and say that she presides at 1 Washington Street, Hempstead, New York 11550; that she is the Supervisor of the Town of Hempstead, Nassau County, New York, and that she knows the corporate seal of said corporation; that the seal affixed to said agreement is such corporate seal; that it was so affixed by order of the Town Board of the Town Of Hempstead, Nassau County, New York, and that by like order she thereunto signed her name and official designation.

---

Notary Public

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

On this 9<sup>th</sup> day of April, 2018 before me personally came \_\_\_\_\_ to me known, who being by me duly sworn did depose and say that (s) he resides at Joseph Lieberman; that (s)he is the \_\_\_\_\_ of CHABAD of WEST HEMPSTEAD, the association described in and which executed the foregoing instrument; and that it was so affixed by order of the Board of Directors of said association and that he signed his name thereto by like order.

  
\_\_\_\_\_  
Notary Public  
LESLIE R. TODARO  
Notary Public, State of NY  
No. 4851481  
Qualified in Nassau County  
Certificate filed in New York County  
Commission Expires Jan. 27, 2022

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

**RESOLUTION APPROVING A CONTRACT  
WITH GATEWAY YOUTH OUTREACH, INC.  
AND AUTHORIZING A NEW YORK STATE  
DIVISION FOR YOUTH GRANT.**

**WHEREAS**, the Town of Hempstead (hereinafter the "Town") has made application to the NYS Office of Children and Family Services (hereinafter the "OCFS"), for a grant to support the Town grants made to organizations which have been qualified by the Division for Youth, and application has been adopted by the Town Board under No. 292-2018, adopted February 20th, 2018; and

**WHEREAS**, the GATEWAY YOUTH OUTREACH, INC. having its principal office at 534 Elmont Road, Elmont, NY 11003, is one such organization qualified under the provisions of the Division for Youth, Youth Development/Delinquency Prevention Program, and said organization now makes application to the Town of Hempstead for a grant for youth services to be provided for a term commencing January 1, 2017 and terminating December 31, 2017; and

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

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the Supervisor is hereby authorized to execute a contract between the Town of Hempstead and GATEWAY YOUTH OUTREACH, INC., for the provision of youth services, upon such terms, conditions and stipulations as the Supervisor may deem fit and proper, for the term commencing January 1, 2017 and terminating December 31, 2017; and

**BE IT FURTHER RESOLVED**, that the Town Board hereby directs payment to the GATEWAY YOUTH OUTREACH, INC., the sum of SEVEN THOUSAND ONE HUNDRED TWO and 00/100 (\$7,102.00) DOLLARS to be made on the presentation of a claim for actual expenditures incurred, accompanied by substantive data that will support such expenditures. Such payment to be charged against the Town of Hempstead Account No. 030-006-8020-4740/Youth Guidance; and

**BE IT FURTHER RESOLVED**, that the Commissioner of the Department of Planning and Economic Development is authorized to make claim upon the NCDHS for reimbursement of the Town's expenditure to the extent provided for by the terms of the NCDHS grant.

The foregoing resolution was adopted upon roll call as follows:

AYES: ( )

NOES: ( )

Doc. No. 18-012

Item # 18

Case # 13584

**CONTRACT FOR PERSONAL SERVICES**  
**By and Between**  
**TOWN OF HEMPSTEAD**  
**and**  
**GATEWAY YOUTH OUTREACH, INC.**

**AGREEMENT** made the \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the Town of Hempstead (hereinafter called the "Town"), a domestic municipal corporation having its principal offices at One Washington Street, Hempstead, New York, and the GATEWAY YOUTH OUTREACH, INC. (hereinafter called the "Center") a non-profit corporation having its principal office at 534 Elmont Road, Elmont, NY 11003.

**WITNESSETH THAT:**

**WHEREAS**, the Town has made application to the NYS Office of Children and Family Services (hereinafter "OCFS"), for a grant to fund certain youth programs serving Town residents, said application is authorized by the Town Board under Resolution No. 292-2018, adopted February 20<sup>th</sup>, 2018; and

**WHEREAS**, the aforementioned youth programs are sponsored and administered by private organizations which have been qualified by the Division for Youth to receive State funding; and

**WHEREAS**, the Center is one such organization qualified by the Division for Youth and again makes application for a grant in the sum of SEVEN THOUSAND ONE HUNDRED TWO and 00/100 (\$7,102.00) DOLLARS, to assist in its program for the calendar year 2017; and

**WHEREAS**, the Town Board deems it to be in the public interest to respond favorably to such plea;

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

1. The Center agrees to continue its operations located at 534 Elmont Road, Elmont, NY 11003, during the term of this agreement.
2. The Center agrees that such youth program will be supervised and directed by competent adult personnel.
3. The Center agrees not to assign, transfer, or hypothecate this agreement or any interest therein in whole or in part by agreement or novation.
4. The Center agrees that it is, and at all times shall be deemed to be an independent contractor and shall not in any manner by its actions or deeds commit the Town to any obligation irrespective of the nature thereof, and that the Center shall not, at any time or for any purpose, be deemed an agent, servant or employee of the Town.
5. The Center agrees to indemnify the Town of Hempstead, its agents, its servants and employees from any and all claims of liability for bodily injury and damage to property caused by the negligence of the agents, servants and employees of the Center resulting from its operation, use and maintenance of the facilities of the Center. In addition, the Center agrees, prior to the commencement of this Agreement or any renewal thereof, at its own cost and expense, policies of insurance, insuring the Center and the Town of Hempstead against any claims from any and all persons for bodily injury and property damage. Such policies shall have limits with respect to personal injuries of \$1,000,000.00 per occurrence and shall also insure against property damage in the limit of \$100,000.00 in respect to any one accident. Certificates of insurance duly reflecting this provision of this agreement shall be delivered by the Center simultaneously with the execution of this agreement.
6. The Center agrees that it shall at all times keep and maintain full and complete books and records of accounts in accordance with accepted accounting practices and such other records as may be prescribed by the Comptroller of the Town to reflect complete and true accountability for the funds which the Town shall grant under the contract. The Center shall, upon expenditure of the grant, provide the Department of Planning and Economic Development with a detailed report of the expenditures made.
7. The Center agrees to report to the Department of Planning and Economic Development at such times and in such manner and form prescribed as to services performed pursuant to this agreement.

8. The Center agrees that in the performance of its services it will comply with provisions of the Labor Law and Worker's Compensation Law of the State of New York if such may be applicable to its operations.

9. Subject to appropriations of funds by the Town Board, the Town agrees to pay the Center for the services provided by this agreement, up to the amount of SEVEN THOUSAND ONE HUNDRED TWO and 00/100 (\$7,102.00) DOLLARS, during the fiscal year commencing January 1, 2017 and terminating December 31, 2017, payable as follows:

- (a) Said sum shall be paid upon the presentation to the Town, by the Center, of monthly claims which shall be based upon actual expenditures incurred, accompanied with substantive data and/or supporting vouchers that will substantiate the expenditures.

10. Recognizing that the Town will utilize the aforesaid proof of expenditures as the basis for its claims to the New York State Division For Youth for reimbursement, the Center agrees that should the Division disallow any items of claims in whole or in part as improper or lacking in sufficient supportive evidence, the Center shall be responsible for reimbursing the Town for the disallowed amount.

11. It is mutually understood and agreed that the agreement may be terminated by the Town without prior notices for the following reasons:

- (a) If the State aid from the Division For Youth in effect is discontinued or substantially impaired, or modified.
- (b) If, at any time after thorough review, the Town shall deem the Center to have violated this agreement in any substantial manner, or if the Town shall decide that the services rendered by the Center shall for any reason not be to its satisfaction.

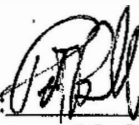
12. The term of this agreement shall commence January 1, 2017 and terminate the 31st day of December, 2017.


IN WITNESS WHEREOF, the Town and Center have executed this agreement as of the date first above written.

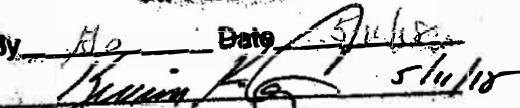
**TOWN OF HEMPSTEAD**

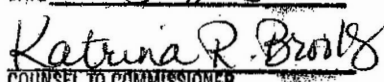
By: \_\_\_\_\_  
LAURA A. GILLEN  
Supervisor

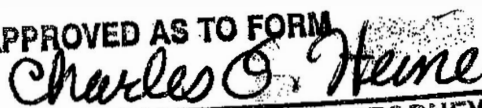
**GATEWAY YOUTH OUTREACH, INC.**

By:   
Mr. Patrick Boyle  
Executive Director

**APPROVED**  
  
**DIRECTOR OF PURCHASING**

**APPROVED**  
By:  Date: 5/10/18  
KEVIN R. CONROY, CPA  
TOWN COMPTROLLER

APPROVED AS TO CONTENT  
Date: 5-8-18  
  
KATRINA R. BROST  
COUNSEL TO COMMISSIONER  
DEPT. OF PLANNING & ECONOMIC DEVELOPMENT

**APPROVED AS TO FORM**  
  
SENIOR DEPUTY TOWN ATTORNEY  
DATE: 5/10/18

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

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

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

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

On this 11<sup>th</sup> day of APRIL, 2018 before me personally came Ronald [Signature] to me known, who being by me duly sworn did depose and say that (s) he resides at 3215 ARLINGEN AVE BY NY 10463; that (s)he is the Executive Director of Gateway Youth Outreach, Inc., the association described in and which executed the foregoing instrument; and that it was so affixed by order of the Board of Directors of said association and that he signed his name thereto by like order.

[Signature]  
 \_\_\_\_\_  
 Notary Public

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

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING PAYMENT TO KITZEN  
CONSTRUCTION FOR WORK PERFORMED ON DRAINAGE  
OUTFALL PIPE RUNNING THROUGH EXISTING BULKHEAD  
AT 3395 HARBOR POINT ROAD BALDWIN, NY

WHEREAS, the Commissioner of Engineering determined it was necessary to have work performed on Town of Hempstead storm drain outfall pipe running through existing bulkhead at 3395 Harbor Point Road, Baldwin, NY; and

WHEREAS, Kitzen Construction, 4071 Greentree Drive, Oceanside, NY 11572, submitted a quotation of \$2,000.00 for the cost of the work required on storm drain outfall pipe running through existing bulkhead at 3395 Harbor Point Road, Baldwin, NY; and

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

NOW, THEREFORE, BE IT

RESOLVED, that the Comptroller be and hereby is authorized and directed to pay \$2,000.00 to Kitzen Construction for the work performed on drainage outfall pipe running through existing bulkhead at 3395 Harbor Point Road, Baldwin, NY, and that such expenditures be charged to the appropriate Highway Capital Improvement account.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

19

Case #

14822

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING PAYMENT TO KITZEN  
CONSTRUCTION FOR WORK PERFORMED ON DRAINAGE  
OUTFALL PIPE RUNNING THROUGH EXISTING BULKHEAD  
AT 632 WARREN STREET BALDWIN, NY**

WHEREAS, the Commissioner of Engineering determined it was necessary to have work performed on Town of Hempstead storm drain outfall pipe running through existing bulkhead at 632 Warren Street, Baldwin, NY; and

WHEREAS, Kitzen Construction, 4071 Greentree Drive, Oceanside, NY 11572, submitted a quotation of \$3,000.00 for the cost of the work required on storm drain outfall pipe running through existing bulkhead at 632 Warren Street, Baldwin, NY; and

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

NOW, THEREFORE, BE IT

RESOLVED, that the Comptroller be and hereby is authorized and directed to pay \$3,000.00 to Kitzen Construction for the work performed on drainage outfall pipe running through existing bulkhead at 632 Warren Street, Baldwin, NY, and that such expenditures be charged to the appropriate Highway Capital Improvement account.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 20

Case # 14822

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING PAYMENT TO KITZEN  
CONSTRUCTION FOR WORK PERFORMED ON DRAINAGE  
OUTFALL PIPE RUNNING THROUGH EXISTING BULKHEAD  
AT 2770 CLUBHOUSE DRIVE, MERRICK, NY

WHEREAS, the Commissioner of Engineering determined it was necessary to have work performed on Town of Hempstead storm drain outfall pipe running through existing bulkhead at 2770 Clubhouse Drive, Merrick, NY; and

WHEREAS, Kitzen Construction, 4071 Greentree Drive, Oceanside, NY 11572, submitted a quotation of \$2,300.00 for the cost of the work required on storm drain outfall pipe running through existing bulkhead at 2770 Clubhouse Drive, Merrick, NY; and

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

NOW, THEREFORE, BE IT

RESOLVED, that the Comptroller be and hereby is authorized and directed to pay \$2,300.00 to Kitzen Construction for the work performed on drainage outfall pipe running through existing bulkhead at 2770 Clubhouse Drive, Merrick, NY, and that such expenditures be charged to the appropriate Highway Capital Improvement account.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

211

Case #

14822



Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING PAYMENT TO KITZEN  
CONSTRUCTION FOR WORK PERFORMED ON DRAINAGE  
OUTFALL PIPE RUNNING THROUGH EXISTING BULKHEAD  
AT 3780 TIANA STREET, SEAFORD, NY

WHEREAS, the Commissioner of Engineering determined it was necessary to have work performed on Town of Hempstead storm drain outfall pipe running through existing bulkhead at 3780 Tiana Street, Seaford, NY; and

WHEREAS, Kitzen Construction, 4071 Greentree Drive, Oceanside, NY 11572, submitted a quotation of \$2,500.00 for the cost of the work required on storm drain outfall pipe running through existing bulkhead at 3780 Tiana Street, Seaford, NY; and

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

NOW, THEREFORE, BE IT

RESOLVED, that the Comptroller be and hereby is authorized and directed to pay \$2,500.00 to Kitzen Construction for the work performed on drainage outfall pipe running through existing bulkhead at 3780 Tiana Street, Seaford, NY, and that such expenditures be charged to the appropriate Highway Capital Improvement account.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 22

Case # 14822

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING THE COMMISSIONER  
OF THE DEPARTMENT OF ENGINEERING TO SIGN  
THE 2017 – 2018 MS-4 ANNUAL STORMWATER  
REPORT**

WHEREAS, pursuant to its SPDES General Permit No. GP-0-15-002, issued by the New York State Department of Environmental Conservation (DEC), the Town is required, on or before every June 1, to file an MS4 Annual Stormwater Report; and

WHEREAS, pursuant to regulations of the DEC, a draft of the said form is required to be available for public inspection prior to its finalization and filing; and

WHEREAS, Hempstead Town's 2017-2018 draft report was made available for review by the public in the office of the Department of Engineering on April 6, 2018; and

WHEREAS, the regulations of the DEC additionally require that members of the public be given an opportunity, at a duly noticed public hearing, to ask questions and make comments regarding the draft annual stormwater report; and

WHEREAS, such hearing was held with respect to the draft Town of Hempstead 2017-2018 MS-4 Annual Stormwater Report before the Town's Storm Water Drainage Committee on Wednesday, April 25, 2018 in the Old Courthouse, Room 230, Old Town Hall, 350 Front Street, Town of Hempstead, New York at which time all parties wishing to be heard were afforded the opportunity to be heard; and

WHEREAS, by letter dated April 19, 2018, the Town Supervisor, as Chief Elected Official of the Town of Hempstead, signed a letter designating Douglas L. Tuman, P.E., Esq., Hempstead Town's Commissioner of Engineering, as Duly Authorized Representative for the purpose of certifying and signing the town's MS-4 Annual Stormwater Report; and

WHEREAS, the execution of the MS-4 Annual Stormwater Report by the Commissioner of the Department of Engineering is in the best interest of the Town of Hempstead;

NOW, THEREFORE, BE IT

RESOLVED, that the Commissioner of the Department of Engineering be and hereby is authorized to execute the 2017-2018 MS-4 Annual Stormwater Report and deliver the same to the New York State Department of Environmental Conservation.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 23

Case # 18911

## MS4 Annual Report Cover Page

MCC form for period ending March 9, 

2	0	1	8
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**This cover page must be completed by the report preparer.  
Joint reports require only one cover page.**

SPDES ID

N	Y	R	2	0	A	3	9	0
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**Choose one:**

**This report is being submitted on behalf of an individual MS4.**

Fill in SPDES ID in upper right hand corner.

Name of MS4

T	O	W	N		O	F		H	E	M	P	S	T	E	A	D																	
---	---	---	---	--	---	---	--	---	---	---	---	---	---	---	---	---	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

**OR**

**This report is being submitted on behalf of a Single Entity**

(Per Part II.E of GP-0-10-002)

Name of Single Entity

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**OR**

**This is a joint report being submitted on behalf of a coalition.**

Provide SPDES ID of each permitted MS4 included in this report. Use page 2 if needed.

Name of Coalition


SPDES ID

N	Y	R	2	0	A			
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SPDES ID

N	Y	R	2	0	A			
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SPDES ID

N	Y	R	2	0	A			
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SPDES ID

N	Y	R	2	0	A			
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SPDES ID

N	Y	R	2	0	A			
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SPDES ID

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**MS4 Annual Report Cover Page**

MCC form for period ending March 9, 2 0 1 8

Provide SPDES ID of each permitted MS4 included in this report.

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N Y R 2 0 A

**MS4 Municipal Compliance Certification(MCC) Form**

**MCC form for period ending March 9, 2018**

Name of MS4

SPDES ID

N	Y	R	2	0	A	3	9	0
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Each MS4 must submit an MCC form.

**Section 1 - MCC Identification Page**

Indicate whether this MCC form is being submitted to certify endorsement or acceptance of:

- An Annual Report for a single MS4
- A Single Entity (Per Part II.E of GP-0-10-002)
- A Joint Report

Joint reports may be submitted by permittees with legally binding agreements.

**If Joint Report, enter coalition name:**


### MS4 Municipal Compliance Certification(MCC) Form

MCC form for period ending March 9, 2018

Name of MS4 TOWN OF HEMPSTEAD

SPDES ID  
N Y R 2 0 A 3 9 0

#### Section 2 - Contact Information

Important Instructions - Please Read

Contact information must be provided for each of the following positions as indicated below:

1. Principal Executive Officer, Chief Elected Official or other qualified individual (per GP-0-08-002 Part VI.J).
2. Duly Authorized Representative (Information for this contact must only be submitted if a Duly Authorized Representative is signing this form)
3. The Local Stormwater Public Contact (required per GP-0-08-002 Part VII.A.2.c & Part VIII.A.2.c).
4. The Stormwater Management Program (SWMP) Coordinator (Individual responsible for coordination/implementation of SWMP).
5. Report Preparer (Consultants may provide company name in the space provided).

A separate sheet must be submitted for each position listed above unless more than one position is filled by the same individual. If one individual fills multiple roles, provide the contact information once and check all positions that apply to that individual.

If a new Duly Authorized Representative is signing this report, their contact information must be provided and a signature authorization form, signed by the Principal Executive Officer or Chief Elected Official must be attached.

For each contact, select all that apply:

- Principal Executive Officer/Chief Elected Official
- Duly Authorized Representative
- Local Stormwater Public Contact
- Stormwater Management Program (SWMP) Coordinator
- Report Preparer

First Name MI Last Name

L A U R A A G I L L E N

Title

T O W N S U P E R V I S O R

Address

1 W A S H I N G T O N A V E N U E

City State Zip

H E M P S T E A D N Y 1 1 5 5 0 -

eMail

L G I L L E N @ T O H M A I L . O R G

Phone County

( 5 1 6 ) 8 1 2 - 3 2 6 0 N A S S A U

**MS4 Municipal Compliance Certification(MCC) Form**

MCC form for period ending March 9, 2018

Name of MS4 TOWN OF HEMPSTEAD

SPDES ID  
N Y R 2 0 A 3 9 0

**Section 2 - Contact Information**

Important Instructions - Please Read

Contact information must be provided for *each* of the following positions as indicated below:

- 1. Principal Executive Officer, Chief Elected Official or other qualified individual (per GP-0-08-002 Part VI.J).
- 2. Duly Authorized Representative (Information for this contact must only be submitted if a Duly Authorized Representative is signing this form)
- 3. The Local Stormwater Public Contact (required per GP-0-08-002 Part VII.A.2.c & Part VIII.A.2.c).
- 4. The Stormwater Management Program (SWMP) Coordinator (Individual responsible for coordination/implementation of SWMP).
- 5. Report Preparer (Consultants may provide company name in the space provided).

A separate sheet must be submitted for each position listed above unless more than one position is filled by the same individual. If one individual fills multiple roles, provide the contact information once and check all positions that apply to that individual.

If a new Duly Authorized Representative is signing this report, their contact information must be provided and a signature authorization form, signed by the Principal Executive Officer or Chief Elected Official must be attached.

For each contact, select all that apply:

- Principal Executive Officer/Chief Elected Official
- Duly Authorized Representative
- Local Stormwater Public Contact
- Stormwater Management Program (SWMP) Coordinator
- Report Preparer

First Name: D O U G L A S      MI: L      Last Name: T U M A N , P E , E S Q .

Title: C O M M I S S I O N E R , D E P T O F E N G I N E E R I N G

Address: 3 5 0 F R O N T S T R E E T

City: H E M P S T E A D      State: N Y      Zip: 1 1 5 5 0 -

eMail: D O U G T U M @ T O H M A I L . O R G

Phone: ( 5 1 6 ) 4 8 9 - 5 0 0 0      County: N A S S A U

**MS4 Municipal Compliance Certification(MCC) Form**

MCC form for period ending March 9, 2 0 1 8

Name of MS4 TOWN OF HEMPSTEAD

SPDES ID  
N Y R 2 0 A 3 9 0

**Section 2 - Contact Information**

Important Instructions - Please Read

Contact information must be provided for *each* of the following positions as indicated below:

- 1. Principal Executive Officer, Chief Elected Official or other qualified individual (per GP-0-08-002 Part VI.J).
- 2. Duly Authorized Representative (Information for this contact must only be submitted if a Duly Authorized Representative is signing this form)
- 3. The Local Stormwater Public Contact (required per GP-0-08-002 Part VII.A.2.c & Part VIII.A.2.c).
- 4. The Stormwater Management Program (SWMP) Coordinator (Individual responsible for coordination/implementation of SWMP).
- 5. Report Preparer (Consultants may provide company name in the space provided).

A separate sheet must be submitted for each position listed above unless more than one position is filled by the same individual. If one individual fills multiple roles, provide the contact information once and check all positions that apply to that individual.

If a new Duly Authorized Representative is signing this report, their contact information must be provided and a signature authorization form, signed by the Principal Executive Officer or Chief Elected Official must be attached.

For each contact, select all that apply:

- Principal Executive Officer/Chief Elected Official
- Duly Authorized Representative
- Local Stormwater Public Contact
- Stormwater Management Program (SWMP) Coordinator
- Report Preparer

First Name MI Last Name  
D A V I D F V I N E S

Title  
E N G I N E E R I N G H E L P E R

Address  
3 5 0 F R O N T S T R E E T

City  
H E M P S T E A D N Y 1 1 5 5 0 -

eMail  
D A V I V I N @ T O H M A I L . O R G

Phone County  
( 5 1 6 ) 8 1 2 - 3 4 8 8 N A S S A U



**MS4 Municipal Compliance Certification (MCC) Form**

MCC form for period ending March 9, 2018

Name of MS4 TOWN OF HEMPSTEAD

SPDES ID  
N Y R 2 0 A 3 9 0

**Section 3 - Partner Information**

Did your MS4 work with partners/coalition to complete some or all permit requirements during this reporting period?  Yes  No

If Yes, complete information below.

Submit a separate sheet for each partner. Information provided in other formats will not be accepted. If your MS4 cooperated with a coalition, submit one sheet with the name of the coalition. It is not necessary to include a separate sheet for each MS4 in the coalition.

If No, proceed to Section 4 - Certification Statement.

Partner/Coalition Name

O P E R A T I O N S P L A S H

Partner/Coalition Name (con't.)

SPDES Partner ID - If applicable

N Y R 2 0

Address

2 0 2 W O O D C L E F T A V E N U E

City

State

Zip

F R E E P O R T N Y 1 1 5 2 0 -

eMail

S P L A S H N E W S L E T T E R @ A O L . C O M

Phone

( 5 1 6 ) 3 4 8 - 4 7 7 0

Legally Binding Agreement in accordance with GP-0-08-002 Part IV.G.?  Yes  No

What tasks/responsibilities are shared with this partner (e.g. MM1 School Programs or Multiple Tasks)?

- MM1 S T O R M D R A I N I D / S C H O O L P R O G R A M S
- MM2 W E T L A N D P R O T E C T I O N S
- MM3 S U P P O R T F O R D I S C H A R G E S A M P L I N G
- MM4
- MM5
- MM6

Additional tasks/responsibilities

- Watershed Improvement Strategy Best Management Practices required for MS4s in impaired watersheds included in GP-0-08-002 Part IX.

Performs and coordinates cleanups in and around watersheds, marinas, marshes & waterways, conduct public and school forums to educate about illicit discharges and prevention.

### MS4 Municipal Compliance Certification(MCC) Form

MCC form for period ending March 9, 2 0 1 8

Name of MS4

SPDES ID  
N Y R 2 0 A 3 9 0

#### Section 4 - Certification Statement

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

This form must be signed by either a principal executive officer or ranking elected official, or duly authorized representative of that person as described in GP-0-08-002 Part VI.J.

First Name  MI  Last Name

Title (Clearly print title of individual signing report)

Signature

Date  
 /  /

Send completed form and any attachments to the DEC Central Office at:

MS4 Permit Coordinator  
Division of Water  
4th Floor  
625 Broadway  
Albany, New York 12233-3505

### MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 

2	0	1	8
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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

SPDES ID

Name of MS4/Coalition 

TOWN OF HEMPSTEAD																			
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### Water Quality Trends

The information in this section is being reported (check one):

On behalf of an individual MS4

On behalf of a coalition

How many MS4s are contributed to this report? 

--	--	--

1. Has this MS4/Coalition produced any reports documenting water quality trends related to stormwater? If not, answer No and proceed to Minimum Control Measure One.

Yes  No

If Yes, choose one of the following

Report(s) attached to the annual report

Web Page(s) where report(s) is/are provided below

Please provide specific address of page where report(s) can be accessed - not home page.

URL


URL


URL


URL




### MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2 0 1 8

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

TOWN OF HEMPSTEAD

SPDES ID

N Y R 2 0 A 3 9 0

### 3. What strategies did your MS4/Coalition use to achieve education and outreach goals during this reporting period? Check all that apply:

Construction Site Operators Trained

# Trained

Direct Mailings

# Mailings 2 2 6 8

Kiosks or Other Displays

# Locations

List-Serves

# In List

Mailing List

# In List

Newspaper Ads or Articles

# Days Run 1 4

Public Events/Presentations

# Attendees 4 5 0

School Program

# Attendees

TV Spot/Program

# Days Run

Printed Materials:

Total # Distributed 2 2 6 8

Locations (e.g. libraries, town offices, kiosks)

T O W N O F F I C E S

M O B I L E T O W N H A L L

L O C A L L I B R A R I E S

P U B L I C E V E N T S

Other:

2 . 2 6 8 M I L L I O N T O T A L

Web Page: Provide specific web addresses - not home page. Continue on next page if additional space is needed.

URL

W W W . T O H . L I / S T O R M - W A T E R - M A N A G E M E N T

URL

W W W . T O H . L I / O P E R A T I O N - S P L A S H

**MS4 Annual Report Form**

This report is being submitted for the reporting period ending March 9, 2018

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

SPDES ID

3. Web Page con't.: Provide specific web addresses - not home page.

URL

WWW.TOH.LI//FILES/PDFS/CN  
STORMWATER.PDF

URL

WWW.TOH.LI/LOCAL-TIDES-AND-WEATHER/HIGH-TIDE-TABLE

URL

WWW.TOH.LI/MARINAS-AND-FISHING-PIERS

URL

WWW.TOH.LI/PRESERVES-AND-NATURE-AREAS/MARINE-NATURE-STUDY-AREA

URL

WWW.TOH.LI/CONSERVATION-AND-WATERWAYS

URL

WWW.TOH.LI/FILES/PDFS/CN  
PUMPOUT.PDF

URL

SEE ADENDUM FOR ADDITIONAL LINKS

**MS4 Annual Report Form**

This report is being submitted for the reporting period ending March 9, 

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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

TOWN OF HEMPSTEAD

SPDES ID

N	Y	R	2	0	A	3	9	0
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**4. Evaluating Progress Toward Measurable Goals MCM 1**

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

**A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.**

See attached Addendum for expanded answers

**B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.**

See attached Addendum for expanded answers

**C. How many times was this observation measured or evaluated in this reporting period?**

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(ex.: samples/participants/events)

**D. Has your MS4 made progress toward this Measurable Goal during this reporting period?**

Yes    No

**E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?**

Yes    No

**F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).**

See attached Addendum for expanded answers





### MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2018

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition

TOWN OF HEMPSTEAD

SPDES ID

NYR20A390

#### 2. URL(s) con't.:

Please provide specific address(es) where notice(s) can be accessed - not home page.

URL

www.toh.li/storm-water-management

URL

www.li//files/pdfs/cnstormwater.pdf

URL

www.toh.li//tourism/boating/pumpout-facilities-and-marine-towing

URL

www.toh.li/operation-splash

URL

www.operation splash.net

URL

www.operation splash.net/community-involvement

URL

www.operation splash.net/volunteer-workforce

**MS4 Annual Report Form**

This report is being submitted for the reporting period ending March 9, 2018

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

SPDES ID

Name of MS4/Coalition TOWN OF HEMPSTEAD

NYR20A390

**2. URL(s) con't.:**

Please provide specific address(es) where notices can be accessed - not home page.

URL

www.toh.li//files/pdfs/cs-sanitaton-schedule-2017.pdf

URL

www.toh.li/sanitaton/departement/e-cycling

URL

www.toh.li/sanitaton-departement/stop-throwing-out-pollutants

URL

www.toh.li/sanitaton-departement/recycling-information

URL

www.toh.li/sanitaton-departement/collection-information

URL

www.operationsplash.net/education-for-students-of-all-ages

URL

www.toh.li//files/pdfs/cnstormwater-ms4.pdf

### MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2018

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition: TOWN OF HEMPSTEAD

SPDES ID: NYR20A390

### 3. Where can the public access copies of this annual report, Stormwater Management Program SWMP) Plan and submit comments on those documents?

Enter address/contact info and select radio button to indicate which document is available and whether comments may be submitted at that location. Submit additional pages as needed.

MS4/Coalition Office  Annual Report  SWMP Plan  Comments

Department: DEPARTMENT OF ENGINEERING

Address: 350 FRONT STREET

City: HEMPSTEAD NY Zip: 11150

Phone: (516) 489-5000

Library  Annual Report  SWMP Plan  Comments

Address: [Empty]

City: [Empty] Zip: [Empty]

Phone: ([Empty]) [Empty] - [Empty]

Other  Annual Report  SWMP Plan  Comments

Address: [Empty]

City: [Empty] Zip: [Empty]

Phone: ([Empty]) [Empty] - [Empty]

Web Page URL:  Annual Report  SWMP Plan  Comments

www.toh.li/files/pdfs/cnstormwater-ms4.pdf

Please provide specific address of page where report can be accessed - not home page.

eMail  Comments

davivin@tohmail.org

### MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 

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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition 

T	O	W	N	O	F	H	E	M	P	S	T	E	A	D
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SPDES ID  

N	Y	R	2	0	A	3	9	0
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4.a. If this report was made available on the internet, what date was it posted?

Leave blank if this report was not posted on the internet.

0	6
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 / 

0	1
---	---

 / 

2	0	1	8
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4.b. For how many days was/will this report be posted?

3	6	5
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If submitting a report for single MS4, answer 5.a.. If submitting a joint report, answer 5.b..

5.a. Was an Annual Report public meeting held in this reporting period?

Yes  No

If Yes, what was the date of the meeting?

0	4
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2	5
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 / 

2	0	1	8
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If No, is one planned?

Yes  No

5.b. Was an Annual Report public meeting held for all MS4s contributing to this report during this reporting period?

Yes  No

If No, is one planned for each?

Yes  No

6. Were comments received during this reporting period?

Yes  No

If Yes, attach comments, responses and changes made to SWMP in response to comments to this report.

### MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 

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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition 

TOWN OF HEMPSTEAD
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SPDES ID  

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#### 7. Evaluating Progress Toward Measurable Goals MCM 2

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

##### A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.

See Addendum for expanded answers

##### B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.

See Addendum for expanded answers

##### C. How many times was this observation measured or evaluated in this reporting period?

			4
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(ex.: samples/participants/events)

##### D. Has your MS4 made progress toward this measurable goal during this reporting period?

Yes  No

##### E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?

Yes  No

##### F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).

See Addendum for expanded answers









**MS4 Annual Report Form**

This report is being submitted for the reporting period ending March 9, 

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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition 

TOWN OF HEMPSTEAD
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SPDES ID  

N	Y	R	2	0	A	3	9	0
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**12. Evaluating Progress Toward Measurable Goals MCM 3**

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

**A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.**

See attached addendum for Expanded answers

**B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.**

See attached addendum for Expanded answers

**C. How many times was this observation measured or evaluated in this reporting period?**

			0
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(ex.: samples/participants/events)

**D. Has your MS4 made progress toward this measurable goal during this reporting period?**

Yes    No

**E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?**

Yes    No

**F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).**

See attached addendum for Expanded answers

**MS4 Annual Report Form**

This report is being submitted for the reporting period ending March 9, 

2	0	1	8
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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition 

T	O	W	N	O	F	H	E	M	P	S	T	E	A	D
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SPDES ID

N	Y	R	2	0	A	3	9	0
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**Minimum Control Measures 4 and 5.**  
**Construction Site and Post-Construction Control**

The information in this section is being reported (check one):

- On behalf of an individual MS4  
 On behalf of a coalition

How many MS4s contributed to this report? 

--	--	--

**1a. Has each MS4 contributing to this report adopted a law, ordinance or other regulatory mechanism that provides equivalent protection to the NYS SPDES General Permit for Stormwater Discharges from Construction Activities?**  Yes  No

**1b. Has each Town, City and/or Village contributing to this report documented that the law is equivalent to a NYSDEC Sample Local Law for Stormwater Management and Erosion and Sediment Control through either an attorney certification or using the NYSDEC Gap Analysis Workbook?**  Yes  No  NT

If Yes, Towns, Cities and Villages provide date of equivalent NYS Sample Local Law.

09/2004  03/2006  NT

**2. Does your MS4/Coalition have a SWPPP review procedure in place?**  Yes  No

**3. How many Construction Stormwater Pollution Prevention Plans (SWPPPs) have been reviewed in this reporting period?**

		3
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**4. Does your MS4/Coalition have a mechanism for receipt and consideration of public comments related to construction SWPPPs?**  Yes  No  NT

If Yes, how many public comments were received during this reporting period? 

--	--	--

**5. Does your MS4/Coalition provide education and training for contractors about the local SWPPP process?**  Yes  No

**6. Identify which of the following types of enforcement actions you used during the reporting period for construction activities, indicate the number of actions, or note those for which you do not have authority:**

<input type="radio"/> Notices of Violation	#	<table border="1" style="display: inline-table; border-collapse: collapse;"><tr><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td></tr></table>						<input type="radio"/> No Authority
<input type="radio"/> Stop Work Orders	#	<table border="1" style="display: inline-table; border-collapse: collapse;"><tr><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td></tr></table>						<input type="radio"/> No Authority
<input type="radio"/> Criminal Actions	#	<table border="1" style="display: inline-table; border-collapse: collapse;"><tr><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td></tr></table>						<input type="radio"/> No Authority
<input type="radio"/> Termination of Contracts	#	<table border="1" style="display: inline-table; border-collapse: collapse;"><tr><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td></tr></table>						<input type="radio"/> No Authority
<input type="radio"/> Administrative Fines	#	<table border="1" style="display: inline-table; border-collapse: collapse;"><tr><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td></tr></table>						<input type="radio"/> No Authority
<input type="radio"/> Civil Penalties	#	<table border="1" style="display: inline-table; border-collapse: collapse;"><tr><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td></tr></table>						<input type="radio"/> No Authority
<input type="radio"/> Administrative Orders	#	<table border="1" style="display: inline-table; border-collapse: collapse;"><tr><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td></tr></table>						<input type="radio"/> No Authority
<input type="radio"/> Enforcement Actions or Sanctions	#	<table border="1" style="display: inline-table; border-collapse: collapse;"><tr><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td></tr></table>						<input type="radio"/> No Authority
<input type="radio"/> Other	#	<table border="1" style="display: inline-table; border-collapse: collapse;"><tr><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td></tr></table>						<input type="radio"/> No Authority

**MS4 Annual Report Form**

This report is being submitted for the reporting period ending March 9, 

2	0	1	8
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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition 

TOWN OF HEMPSTEAD
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SPDES ID  

N	Y	R	2	0	A	3	9	0
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**Minimum Control Measure 4. Construction Site Stormwater Runoff Control**

The information in this section is being reported (check one):

- On behalf of an individual MS4
- On behalf of a coalition

How many MS4s contributed to this report? 

--	--	--

1. How many construction projects have been authorized for disturbances of one acre or more during this reporting period? 

		3
--	--	---
  2. How many construction projects disturbing at least one acre were active in your jurisdiction during this reporting period? 

		3
--	--	---
  3. What percent of active construction sites were inspected during this reporting period?  NT 

1	0	0	%
---	---	---	---
  4. What percent of active construction sites were inspected more than once?  NT 

1	0	0	%
---	---	---	---
  5. Do all inspectors working on behalf of the MS4s contributing to this report use the NYS Construction Stormwater Inspection Manual?  Yes  No  NT
  6. Does your MS4/Coalition provide public access to Stormwater Pollution Prevention Plans (SWPPPs) of construction projects that are subject to MS4 review and approval?  Yes  No  NT
- If your MS4 is Non-Traditional, are SWPPPs of construction projects made available for public review?  Yes  No

If Yes, use the following page to identify location(s) where SWPPPs can be accessed.

### MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 

2	0	1	8
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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

SPDES ID

N	Y	R	2	0	A	3	9	0
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Name of MS4/Coalition

TOWN OF HEMPSTEAD

6. con't.:

Submit additional pages as needed.

● MS4/Coalition Office

Department

D E P A R T M E N T O F E N G I N E E R I N G

Address

3 5 0 F R O N T S T R E E T

City

H E M P S T E A D

N Y

Zip

1 1 5 5 0 -

Phone

( 5 1 6 ) 4 8 9 - 5 0 0 0

○ Library

Address

City

Zip

-

Phone

( ) -

○ Other

Address

City

Zip

-

Phone

( ) -

○ Web Page URL(s): Please provide specific address where SWPPPs can be accessed - not home page.

URL

URL

**MS4 Annual Report Form**

This report is being submitted for the reporting period ending March 9, 

2	0	1	8
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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition 

T	O	W	N	O	F	H	E	M	P	S	T	E	A	D
---	---	---	---	---	---	---	---	---	---	---	---	---	---	---

SPDES ID

N	Y	R	2	0	A	3	9	0
---	---	---	---	---	---	---	---	---

**7. Evaluating Progress Toward Measurable Goals MCM 4**

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

**A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.**

See attached Addendum for expanded answers

**B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.**

See attached Addendum for expanded answers

**C. How many times was this observation measured or evaluated in this reporting period?**

--	--	--	--

(ex.: samples/participants/events)

**D. Has your MS4 made progress toward this measurable goal during this reporting period?**

Yes  No

**E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?**

Yes  No

**F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).**

See attached Addendum for expanded answers



**MS4 Annual Report Form**

This report is being submitted for the reporting period ending March 9, 

2	0	1	8
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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition 

TOWN OF HEM	PS	TEAD
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SPDES ID  

N	Y	R	2	0	A	3	9	0
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4a. Are the MS4s contributing to this report involved in a regional/watershed wide planning effort?

Yes  No

4b. Does the MS4 have a banking and credit system for stormwater management practices?

Yes  No

4c. Do the SWMP Plans for each MS4 contributing to this report include a protocol for evaluation and approval of banking and credit of alternative siting of a stormwater management practice?

Yes  No

4d. How many stormwater management practices have been implemented as part of this system in this reporting period?

		0
--	--	---

5. What percent of municipal officials/MS4 staff responsible for program implementation attended training on Low Impace Development (LID), Better Site Design (BSD) and other Green Infrastructure principles in this reporting period?

	1	0
--	---	---

 %



**MS4 Annual Report Form**

This report is being submitted for the reporting period ending March 9, 

2	0	1	8
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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition 

TOWN OF HEMPSTEAD
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SPDES ID  

N	Y	R	2	0	A	3	9	0
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**6. Evaluating Progress Toward Measurable Goals MCM 5**

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

**A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.**

See attached Addendum for expanded answers

**B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.**

See attached Addendum for expanded answers

**C. How many times was this observation measured or evaluated in this reporting period?**

			0
--	--	--	---

(ex.: samples/participants/events)

**D. Has your MS4 made progress toward this measurable goal during this reporting period?**

Yes  No

**E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?**

Yes  No

**F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).**

See attached Addendum for expanded answers

**MS4 Annual Report Form**

This report is being submitted for the reporting period ending March 9, 2018

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition TOWN OF HEMPSTEAD

SPDES ID  
N Y R 2 0 A 3 9 0

**Minimum Control Measure 6. Stormwater Management for Municipal Operations**

The information in this section is being reported (check one):

- On behalf of an individual MS4
- On behalf of a coalition

How many MS4s contributed to this report?

1. Choose/list each municipal operation/facility that contributes or may potentially contribute Pollutants of Concern to the MS4 system. For each operation/facility indicate whether the operation/facility has been addressed in the MS4's/Coalition's Stormwater Management Program(SWMP) Plan and whether a self-assessment has been performed during the reporting period. A self-assessment is performed to: 1) determine the sources of pollutants potentially generated by the permittee's operations and facilities; 2) evaluate the effectiveness of existing programs and 3) identify the municipal operations and facilities that will be addressed by the pollution prevention and good housekeeping program, if it's not done already.

<u>Operation/Activity/Facility</u>	<u>Addressed in SWMP?</u>		<u>Self-Assessment Operation/Activity/Facility performed within the past 3 years?</u>	
	<input type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> Yes	<input type="radio"/> No
Street Maintenance.....	<input checked="" type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
Bridge Maintenance.....	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Winter Road Maintenance.....	<input checked="" type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
Salt Storage.....	<input checked="" type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
Solid Waste Management.....	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
New Municipal Construction and Land Disturbance..	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Right of Way Maintenance.....	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Marine Operations.....	<input checked="" type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
Hydrologic Habitat Modification.....	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Parks and Open Space.....	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Municipal Building.....	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Stormwater System Maintenance.....	<input checked="" type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
Vehicle and Fleet Maintenance.....	<input checked="" type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
Other.....	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

**MS4 Annual Report Form**

This report is being submitted for the reporting period ending March 9, 

2	0	1	8
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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition 

TOWN OF HEMPSTEAD
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SPDES ID  

N	Y	R	2	0	A	3	9	0
---	---	---	---	---	---	---	---	---

**2. Provide the following information about municipal operations good housekeeping programs:**

- Parking Lots Swept (Number of acres X Number of times swept) # Acres 

		4	1	0
--	--	---	---	---
- Streets Swept (Number of miles X Number of times swept) # Miles 

	5	7	5	0
--	---	---	---	---
- Catch Basins Inspected and Cleaned Where Necessary # 

		6	5	5
--	--	---	---	---
- Post Construction Control Stormwater Management Practices Inspected and Cleaned Where Necessary # 

--	--	--	--	--
- Phosphorus Applied In Chemical Fertilizer # Lbs. 

--	--	--	--	--
- Nitrogen Applied In Chemical Fertilizer # Lbs. 

2	0	0	0	0
---	---	---	---	---
- Pesticide/Herbicide Applied (Number of acres to which pesticide/herbicide was applied X Number of times applied to the nearest tenth.) # Acres 

				.	
--	--	--	--	---	--

**3. How many stormwater management trainings have been provided to municipal employees during this reporting period?**

				1
--	--	--	--	---

**4. What was the date of the last training?**

1	0
---	---

 / 

2	4
---	---

 / 

2	0	1	7
---	---	---	---

**5. How many municipal employees have been trained in this reporting period?**

		1
--	--	---

**6. What percent of municipal employees in relevant positions and departments receive stormwater management training?**

		1
--	--	---

 %

**MS4 Annual Report Form**

This report is being submitted for the reporting period ending March 9, 

2	0	1	8
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If submitting this form as part of a joint report on behalf of a coalition, leave SPDES ID blank.

Name of MS4/Coalition 

TOWN OF HEMPSTEAD
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SPDES ID

N	Y	R	2	0	A	3	9	0
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**7. Evaluating Progress Toward Measurable Goals MCM 6**

Use this page to report on your progress and project plans toward achieving measurable goals identified in your Stormwater Management Program Plan (SWMPP), including requirements in Part III.C.1. Submit additional pages as needed.

**A. Briefly summarize the Measurable Goal identified in the SWMPP in this reporting period.**

See attached Addendum for expanded answers

**B. Briefly summarize the observations that indicated the overall effectiveness of this Measurable Goal.**

See attached Addendum for expanded answers

**C. How many times was this observation measured or evaluated in this reporting period?**

--	--	--	--

(ex.: samples/participants/events)

**D. Has your MS4 made progress toward this measurable goal during this reporting period?**

Yes  No

**E. Is your MS4 on schedule to meet the deadline set forth in the SWMPP?**

Yes  No

**F. Briefly summarize the stormwater activities planned to meet the goals of this MCM during the next reporting cycle (including an implementation schedule).**

See attached Addendum for expanded answers

### MS4 Annual Report Form

This report is being submitted for the reporting period ending March 9, 2018

If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

Name of MS4/Coalition TOWN OF HEMPSTEAD

SPDES ID  
NYR20A390

### Additional Watershed Improvement Strategy Best Management Practices

The information in this section is being reported (check one):

- On behalf of an individual MS4
- On behalf of a coalition

How many MS4s contributed to this report?    

**MS4s must answer the questions or check NA as indicated in the table below.**

MS4 Description	Answer	Check NA	(POC)
<b>NYC EOH Watershed</b>			
Traditional Land Use	1,2,3,4,5,6,7a-d,8a,8b,9	10,11,12	Phosphorus
Traditional Non-Land Use	1,2,3,4,7a-d,8a,8b,9	5,10,11,12	Phosphorus
Non-Traditional	1,2,77a-d,8a,8b,9	3,4,5,10,11,12	Phosphorus
<b>Onondaga Lake Watershed</b>			
Traditional Land Use	1,6,7a-d,8a,9	2,3,4,5,8b,10,11,12	Phosphorus
Traditional Non-Land Use	1,6,7a-d,8a,9	2,3,4,5,8b,10,11,12	Phosphorus
Non-Traditional	1,6,7a-d,8a,9	2,3,4,5,8b,10,11,12	Phosphorus
<b>Greenwood Lake Watershed</b>			
Traditional Land Use	1,4,6,7a-d,8a,9	2,3,5,8b,10,11,12	Phosphorus
Traditional Non-Land Use	1,4,6,7a-d,8a,9	2,3,5,8b,10,11,12	Phosphorus
Non-Traditional	1,4,6,7a-d,8a,9	2,3,5,8b,10,11,12	Phosphorus
<b>Oyster Bay</b>			
Traditional Land Use	1,4,7a-d,9,10,11,12	2,3,5,6,8a,8b	Pathogens
Traditional Non-Land Use	1,4,7a-d,9,10,11,12	2,3,5,6,8a,8b	Pathogens
Non-Traditional	1,4,7a-d,9	2,3,4,5,8a,8b,10,11,12	Pathogens
<b>Peconic Estuary</b>			
Traditional Land Use	1,4,7a-d,8a,9,10,11,12	2,3,5,6,8b	Pathogens and Nitrogen
Traditional Non-Land Use	1,4,7a-d,8a,9,10,11,12	2,3,5,6,8b	Pathogens and Nitrogen
Non-Traditional	1,4,7a-d,8a,9	2,3,4,5,8b,10,11,12	Pathogens and Nitrogen
<b>Oscawana Lake Watershed</b>			
Traditional Land Use	1,4,6,7a-d,8a,9	2,3,5,8b,10,11,12	Phosphorus
Traditional Non-Land Use	1,4,6,7a-d,8a,9	2,3,5,8b,10,11,12	Phosphorus
Non-Traditional	1,4,6,7a-d,8a,9	2,3,5,8b,10,11,12	Phosphorus
<b>LI 27 Embayments</b>			
Traditional Land Use	1,2,3,4,7a-d,9,10,11,12	5,6,8a,8b	Pathogens
Traditional Non-Land Use	1,2,3,4,7a-d,9,10,11,12	5,6,8a,8b	Pathogens
Non-Traditional	1,2,3,4,7a-d,9	5,6,8a,8b,10,11,12	Pathogens

1. Does your MS4/Coalition have an education program addressing impacts of phosphorus/nitrogen/pathogens on waterbodies?  Yes  No  N/A

2. Has 100% of the MS4/Coalition conveyance system been mapped in GIS?  Yes  No  N/A

If N/A, go to question 3.

If No, estimate what percentage of the conveyance system has been mapped so far. 
    %

Estimate what percentage was mapped in this reporting period. 
    %

**MS4 Annual Report Form**

This report is being submitted for the reporting period ending March 9, 

2	0	1	8
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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

SPDES ID

N	Y	R	2	0	A	3	9	0
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Name of MS4/Coalition 

TOWN OF HEMPSTEAD
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3. Does your MS4/Coalition have a Stormwater Conveyance System (infrastructure) Inspection and Maintenance Plan Program?  Yes  No  N/A

4. Estimate the percentage of on-site wastewater treatment systems that have been inspected and maintained or rehabilitated as necessary in this reporting period? 

		0
--	--	---

 %

5. Has your MS4/Coalition developed a program that provides protection equivalent to the NYSDEC SPDES General Permit for Stormwater Discharges from Construction Activities (GP-0-08-001) to reduce pollutants in stormwater runoff from construction activities that disturb five thousand square feet or more?  Yes  No  N/A

6. Has your MS4/Coalition developed a program to address post-construction stormwater runoff from new development and redevelopment projects that disturb greater than or equal to one acre that provides equivalent protection to the NYS DEC SPDES General Permit for Stormwater Discharges from Construction Activities (GP-0-08-001), including the New York State Stormwater Design Manual Enhanced Phosphorus Removal Standards?  Yes  No  N/A

7a. Does your MS4/Coalition have a retrofitting program to reduce erosion or phosphorus/nitrogen/pathogen loading?  Yes  No  N/A

7b. How many projects have been sited in this reporting period? 

		0
--	--	---

7c. What percent of the projects included in 7b have been completed in this reporting period? 

--	--	--

 %

7d. What percent of projects planned in previous years have been completed? 

--	--	--

 %   
  No Projects Planned

8a. Has your MS4/Coalition developed and implemented a turf management practices and procedures policy that addresses proper fertilizer application on municipally owned lands?  Yes  No  N/A

8b. Has your MS4/Coalition developed and implemented a turf management practices and procedures policy that addresses proper disposal of grass clippings and leaves from municipally owned lands?  Yes  No  N/A

**MS4 Annual Report Form**

This report is being submitted for the reporting period ending March 9, 

2	0	1	8
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If submitting this form as part of a joint report on behalf of a coalition leave SPDES ID blank.

SPDES ID

N	Y	R	2	0	A	3	9	0
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Name of MS4/Coalition 

TOWN OF HEMP SEAD
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9. Has your MS4/Coalition developed and implemented a program of native planting?  
 Yes    No    N/A

10. Has your MS4/Coalition enacted a local law prohibiting pet waste on municipal properties and prohibiting goose feeding?  
 Yes    No    N/A

11. Does your MS4/Coalition have a pet waste bag program?  
 Yes    No    N/A

12. Does your MS4/Coalition have a program to manage goose populations?  
 Yes    No    N/A

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

# TOWN OF HEMPSTEAD

1 Washington Street  
HEMPSTEAD, NY 11550-4037  
(516) 489-5000



LAURA A. GILLEN  
SUPERVISOR

## ADDENDUM

### MS-4 Annual Report 2017-2018 Town of Hempstead

#### Minimum Control Measure 1 (MCM 1) Public Education and Outreach

##### **Question 4A –MCM 1 - Summary of Measurable Goal**

The Town of Hempstead conducted various public events, programs and presentations throughout the reporting period.

See attached below answer to question 4F.

##### **Question 4B –MCM 1 - Summary of the Observations**

Town held events, programs and presentations.

See below answer following question 4F.

##### **Question 4F – MCM 1 - Stormwater Activities Planned**

Shrink-wrap recycling program for boaters, yearly activity, conducted every spring

"Celebrate the Earth" Recycling Coloring Book

Community Clean up

Annual storm drain brochure mailing

Highway Sweeping Schedule and drainage information mailing

Pet owner Guide to Pet Waste

Quarterly water bill News & Notes inserts

Annual STOP (Stop Throwing Out Pollutants) mailing

E-Cycle mailing

STOP brochure



**The following applies to MCM1 and MCM2**

**ENVIRONMENTAL LITERATURE 2016/2017**

<b><u>Month</u></b>	<b><u>Brochure</u></b>	<b><u>In Thousands</u></b>
March 2017	Sweeping Schedule Mailer 2018 S.T.O.P. & E-Cycling Schedule Pet Waste Postcards – Oceanside Tide Table (Non-Mailer for Press Conference)	136.5 246.0 10.6
April 2017	Hempstead Town Update Levittown Cleanup Event Postcard Clean Energy Poster (Non-Mailer) Celebrate the Earth (Non-Mailer recycling coloring book for kids)	246.0 13.5
June 2017	Hempstead Town Update Article on Water Conservation in water bills	246.0 35.0
July 2017	Hempstead Town Update	246.0
August 2017	Hempstead Town Update	246.0
September 2017	Don't Dump on Bay Park Hempstead Town Update	4.1 246.0
October 2017	Hempstead Town Update	246.0
December 2017	2018 Sanitation Schedule Mailing	100.0
February 2018	2018 S.T.O.P./E-Cycling Schedule Postcard	246.0

**TOH VIDEO GALLERY**

The Video Gallery is accessed on the Town of Hempstead's Home Page [www.toh.li](http://www.toh.li) and additionally at the Town of Hempstead's You Tube home page at [www.youtube.com/user/townofhempstead](http://www.youtube.com/user/townofhempstead)

**3/13/2017 – Hempstead named Clean Energy Community by NYSERDA**

**3/23/2017 – Town teams up with LBHS for Recycling Initiative**

**3/31/2017 – Mattress Recycling Program**

**5/12/2017 – Recycling Poster Contest**

2 | Page

\\Toh\data\Engineer\Public\Design & Drafting\MS-4\MS-4 2017-2018\MS-4 Annual Report 2017-2018 Addendum.doc

**5/19/2017 – Boaters Prepare for Safe Season on the Water**

**6/8/2017 – Hempstead Town Beaches are for the Birds**

**9/9/2017 – Santino Tells Nassau County & Long Beach not TO Dump on Bay Park**

**WEB ADDRESSES**

<http://www.toh.li/storm-water-management>

<http://www.toh.li/operation-splash>

[http://www.toh.li/files/pdfs/cn\\_stormwater.pdf](http://www.toh.li/files/pdfs/cn_stormwater.pdf)

<http://www.toh.li/marinas-and-fishing-piers>

<http://www.toh.li/tourism/boating/pumpout-facilities-and-marine-towing>

<http://www.toh.li/sanitation-department/collection-information>

<http://www.toh.li/sanitation-department/recycling-information>

<http://www.toh.li/sanitation-department/stop-throwing-out-pollutants>

<http://www.toh.li/sanitation-department/e-cycling>

<http://www.toh.li/sanitation-department/rain-barrels-and-composters>

[http://www.toh.li/files/pdfs/cs\\_sanitation-schedule-2017.pdf](http://www.toh.li/files/pdfs/cs_sanitation-schedule-2017.pdf)

**EVENTS & INITIATIVES:**

**E-CYCLING PROGRAM EVENTS**

03/12/17- Town Park Point Lookout

05/06/17 - Levittown Town Parking Field L2

07/30/17 - Levittown Town Parking Field L2

10/21/17 - Town Park Point Lookout

**S.T.O.P. PROGRAM EVENTS**

03/18/17 – East Meadow, Eisenhower Park

04/30/17 - Long Beach, City Hall Parking Lot

05/20/17 – South Bellmore, Newbridge Road Park

06/25/17 – Bay Park, Bay Park East Rockaway

07/22/17 – Levittown, Town Parking Field L2

08/20/17 – Hempstead, Town of Hempstead Parking Lot

09/16/17 – Valley Stream, Valley Stream State Park  
10/15/17 – North Woodmere, North Woodmere State Park  
11/18/17 – Baldwin, Baldwin Park  
12/09/17 – East Meadow, Eisenhower Park

### **COMMUNITY EVENTS & SERVICES**

Levittown Community Clean-Up - 04/29/2017  
NYS Boater Safety Course – Point Lookout 6/6/2017  
ToH Pump-Out Boat Service Schedule & Locations – July 27, 2017

### **SHREDDING EVENTS**

Merrick Waste Management Facility 1600 Merrick Road, Merrick NY – All events conducted monthly from March 2017 through November 2017.

### **PRESS RELEASES & CONFRENCES**

**03-23-2017** - Long Beach School District, Hempstead Town Collaborate on Philanthropic Recycling Initiative

**03-28-2017** - Hempstead Town Beaches to be Open for Summer; Army Corps Coastal Protection Project on Schedule, No Direct Cost to Town Taxpayers

**05-19-2017** - Santino Announces Free Boat Inspections Ahead of National Boat Safety Week; Helps Boaters Prepare for a Safe Season on the Water

**05-30-2017** - "Leaf" Us Alone – Santino Proposal Limits Weekend Use of Noisy Leaf Blowers and Mowers, Town Announces Crackdown on Those Who Blow Grass and Debris into Roadways/onto Other Properties

**06-09-2017** - Santino, Audubon New York & Students Protect Plovers at Beaches Kid-Crafted Billboards Alert Beachgoers To Avoid Protected Birds' Nesting Area

**06-21-2017** - Santino Calls on NYC to Stay Away from Queens Groundwater Wells, Cites Concerns about Future of Drinking Water in Hempstead Town

**09-09-2017** - Santino tells Nassau County & Long Beach not to dump on Bay Park ANCHOR

**01/11/2018**- Hempstead Town Board calls on NYS DEC to approve dredging and Marsh Restoration

### **REPORTING ENVIRONMENTAL COMPLAINTS**

Contact Supervisor Helpline at [www.toh.li/helpline](http://www.toh.li/helpline) or e-mail [lgillen@tohmail.org](mailto:lgillen@tohmail.org)

Call the TOH Helpline (516) 489-6000 during regular business hours (9am to 4:45pm)  
Call the TOH Department of Public Safety 516-538-1900 after hours

**Storm Drains Contact Highway Department – 516-489-5000 ext. 3471**

NYS DEC Department's Public Protection Dispatch Center 1-877-457-5680

NYS DEC Division of Law Enforcement Hotline 1-844-332-3267

NYS DEC Report On-Line at <http://www.dec.ny.gov/regulations/67751.html>

## **SOCIAL MEDIA**

**Facebook:** Town of Hempstead

**Twitter:** @HempsteadTown

**Instagram:** @hempstead\_town (Launched Jan 5, 2017)  
[https://www.instagram.com/hempstead\\_town/](https://www.instagram.com/hempstead_town/)

**Application:** Hempstead on the go – app.toh.li

**YouTube:** Town of Hempstead (Joined June 27, 2008) Warehoused Videos

## **Minimum Control Measure 2 (MCM 2)** **Public Involvement/Participation**

### **Question 7A – MCM 2 – *Summary of Measurable Goals***

The Town has introduced the first municipal, cyber-secure web application which is available to residents to seamlessly report issues and access public information from their phones and other mobile devices. The Hempstead "On-The-Go" web app provides an easily accessible, user-friendly interface for local residents to access news and view upcoming events and calendar items, along with links to live streaming public meetings and online help forms. Additionally, the new app allows residents to upload photos of issues on their phones such as blocked storm drains or other concerns so that Town support staff can identify where issues are and what services need respond.

Supervisors Anthony J. Santino and Laura A. Gillen's email addresses are published and serve as an additional reporting mechanism for environmentally unsafe practices. Our Community hot lines continue to include 24-hour public access to report environmentally unsafe practices.

The town continues to foster established relationships between business owners, community groups and SPLASH. SPLASH is a volunteer cleanup group.

### **Question 7B – MCM 2 - *Observations of Measurable Goals***

SPLASH is a volunteer cleanup group.

The town Community Hot Line and supervisor's email provide 24-hour public access to report environmentally unsafe practices.

### **Question 7F – MCM 2 – *Planned Activities***

Annual storm drain brochure mailing.

**Question 7F – MCM 2 (cont'd)**

Highway Sweeping Schedule and drainage information mailing  
Pet owner Guide to Pet Waste  
Quarterly water bill News & Notes inserts  
Monthly STOP (Stop Throwing Out Pollutants) letters  
E-Cycle mailing  
STOP brochure  
Additional Community Clean-up Events  
"Save the Planet" coloring books for children

**Minimum Control Measure 3 (MCM 3)**  
**Illicit Discharge Detection and Elimination**

**Question 12A - MCM 3 - Measurable Goals SWPPP**

The town has established an inspection plan that calls for inspections of identified trouble/problematic areas. The town continues to foster its relationship with SPLASH, a volunteer organization that educates the public and enlists community members to participate in efforts to clean up the bay and low lying areas close or at the waterline. This partnership allows the town to expand both public involvement and public participation in identifying sources of pollution. Once identified this partnership helps with cleanup of the identified potential pollutants. Utilizing the Splash phone system affords the town an expanded reach for community member involvement and expands the reach of the town's hotlines. Additionally, the new Hempstead "On The Go" app allows residents to upload photos of issues on their phones so that Town support staff can identify where issues are and what services need respond.

**Question 12B - MCM 3 - Observations Effectiveness of SWPPP**

Through the partnership with SPLASH, the town holds cleanup events for the public at large and conducts routine, usually daily, boat trips to the shoreline of remote areas to inspect for pollutants. If necessary the affected areas are then cleared of debris. Through the diligence of the town workforce and the help of the volunteer organization SPLASH the bays are cleaner.

**Question 12F - MCM 3 - Planned Storm water Activities**

The town continues retrofitting all its storm drains to include the proper filtration and separation of contaminant bodies. The Town of Hempstead will install more this coming year.

**Question 12F - MCM 3 (cont'd)**

Through the partnership with SPLASH the town has held cleanup events for the public at large and conducts routine boat trips to the shoreline of remote areas to inspect and if necessary clear and clean the affected areas. The town continues to expand relationship between SPALSH and itself to further both public awareness and public participation with both detecting and preventing and removing the source of any contaminant and its source.

#### **Minimum Control Measure 4 (MCM 4)** **Construction Stormwater Runoff Control**

##### **Question 7A– MCM 4 - *Measurable goals***

All SWPPP's received were reviewed and all were returned with comments. All of the returns reflected the standards as outlined in the NYS Standards. The town returns all submitted SWPPP's within ten (10) business days of receipt and is available to engineers and designers for the latest websites and/or links so that they may comply with the standards. Contractors continue to be informed and updated by the Town as often as is necessary to maintain cogent plan implementation.

##### **Question 7B – MCM 4 - *Observation of Measurable goals***

Developers are aware of the new requirements and have been filing SWPPP's with their Building Department submittals. The SWPPP's are forwarded through intra-departmental mail to the Dep't of Engineering for review, and ultimately either rejection with comments or approval of the pre-construction, construction and post-construction BMP's.

##### **Question 7F– MCM 4 - *Planned goals for upcoming year***

The town through the Department of Engineering has implemented Erosion and Sediment Control Plans for properties over one acre.

#### **Minimum Control Measure- MCM 5** **Post-Construction Stormwater Management**

##### **Question 6A - MCM 5 -- *Post Construction measurable goals***

In combination with the public outreach program identified above the town continues to identify and inspect the known possible sources of illicit discharge.

The town actively seeks out any source of contamination within its control area.

The town inspects storm water sewers through the use of video cameras.

The town continues to sample wells on Town land with the contracted assistance of an environmental engineering firm.

The town also implemented a plan for the fertilization and maintenance of town owned facilities and lands.

**Question 6B – MCM 5 – *Post Construction observations***

The town seeks out any source of contamination within its control area and through its practice of inspecting storm water systems through the use of video cameras we have been able to identify possible problem areas. We remediate the problem sections of pipe as a preventative measure. Wells on town land are sampled with the contracted assistance of an environmental engineering firm.

**Minimum Control Measure 6 (MCM 6)**  
**Stormwater Management for Municipal Operations**

**Question 6A – MCM 6 – *Measurable goals***

The various departments within the town are responsible for the implementation of the municipal plan. The day-to-day responsibility for implementation of the municipal plan is delegated by the department to a supervisor of the particular affected operation/activity. The area supervisor is responsible to correct any known spill or possible contaminant as per the municipal plan. Any spill or contaminated area is evaluated and based on that information or observation the supervisor implements the necessary procedure to correct or mitigate the spill. All incidents are to be reported to the department head and then to the Department of Engineering.

**Question 6B – MCM 6 – *Observation of Measurable goals***

The town continues to insert filters into existing storm basins and plans to continue the project until completed.

**Question 6F – MCM 6 – *Planned Activities Measurable goals***

The Town of Hempstead will be conducting a departmental review of procedures and policies. The review includes but is not limited to storage and application of all fertilizers, storage of petroleum products, vehicles and associated debris, storage and retention of sand, salted sand, topsoil, mulch, grass clippings, leaves and other foliage, storage of chemicals for printing and reproduction. Once the review is completed the new plan will be distributed to the relevant department heads or their designated representative.

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING EMPLOYMENT OF LOUIS K. McLEAN ASSOCIATES ENGINEERS & SURVEYORS, PC. FOR CONSULTING SERVICES PERTINENT TO BARNUM ISLAND AND HARBOR ISLE DRAINAGE IMPROVEMENTS, TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK.

WHEREAS, the Town is eligible to apply for U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant-Disaster Recovery (CDBG-DR) funding for disaster recovery projects. Funding will be delivered through the NY Rising Community Reconstruction (NYRCR) Program, within the New York State Governor's Office of Storm Recovery (GOSR); and

WHEREAS, the Town has entered into a Subrecipient Agreement with GOSR for the purpose of implementing a NYRCR Project known as, Barnum Island and Harbor Isle Drainage Improvements; and

WHEREAS, the Town deems it desirable and necessary to obtain the services of a Consulting Engineer for the purpose of preparing the necessary studies, surveys, reports, permits, work easements, final design plans, bid documents, construction inspection and other engineering services pertinent to the aforementioned project; and

WHEREAS, the Department of Engineering, in accordance with the Town's procurement policy, advertised a Request for Qualifications on January 19, 2018, and conducted an evaluation of all proposals submitted, recommends award to Louis K. McLean Associates Engineers & Surveyors, PC; and

WHEREAS, the said Louis K. McLean Associates Engineers & Surveyors, PC., having their principal office at 437 South Country Road, Brookhaven, NY 11719 are duly licensed and qualified as Professional Engineers under the laws of the State of New York; and

WHEREAS, the Consultant, Louis K. McLean Associates Engineers & Surveyors, PC., herein submitted a Consulting Engineering Services Agreement on April 25, 2018 setting forth in detail the services to be performed, with a total amount not-to-exceed of \$1,128,038.17, representing that they are adequately staffed, skilled and experienced in the type of work proposed; and

WHEREAS, the said Agreement and all of its terms are deemed just and equitable and in the interest of the Town of Hempstead;

NOW, THEREFORE, BE IT

RESOLVED, that the Commissioner of The Department of Engineering is hereby authorized to execute, on behalf of the Town of Hempstead, the above referred to Agreement with Louis K. McLean Associates Engineers & Surveyors, PC. for consulting services pertinent to Barnum Island and Harbor Isle Drainage Improvements, Town of Hempstead, Nassau County, New York, and the Comptroller be authorized and directed to make payments of such sums as from time to time may be required pursuant to said Agreement, to be made out of and charged against Town funds to be reimbursed from GOSR.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

24

Case #

29185



**AGREEMENT  
FOR CONSULTING ENGINEER**

**THIS AGREEMENT**, made this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the **Town of Hempstead**, a municipal corporation of the State of New York, having its principal office at the Town Hall, Town Hall Plaza, Hempstead, New York, hereinafter referred to as the "TOWN" and **Louis K. McLean Associates Engineers & Surveyors, PC**, 437 South Country Road, Brookhaven, NY 11719 hereinafter referred to as the "CONSULTANT" **WITNESSETH:**

**WHEREAS**, The Town has entered into a Subrecipient Agreement with the Governor's Office of Storm Recovery for the purpose of implementing a NY Rising Community Reconstruction Program Project known as:

**Barnum Island and Harbor Isle Drainage Improvements**

**WHEREAS**, the Town deems it desirable and necessary to obtain the services of a consulting engineer for the purpose of assisting the Town with all basic services necessary for design, bidding, and construction administration of the Barnum Island and Harbor Isle Drainage Improvements Project; and

**WHEREAS**, the Town is eligible to apply for U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant-Disaster Recovery (CDBG-DR) funding for disaster recovery projects. Funding will be delivered through the NY Rising Community Reconstruction (NYRCR) Program, within the New York State Governor's Office of Storm Recovery (GOSR). Accordingly, the Consultant is obligated to comply with applicable federal and state laws and regulations set forth in Exhibit E (Supplementary Contract Conditions), as well as with the Town's Procurement Policy and Procedures. In addition, the Consultant is obligated to comply with all municipal codes, ordinances, and regulations. This project is funded by and conceived through the NY Rising Community Reconstruction Program of the Governor's Office of Storm Recovery.

**WHEREAS**, the Consultant herein submitted an engineering services qualification technical and cost proposal on January 19, 2018 which is hereby made part of this agreement, representing that they are adequately staffed, skilled and experienced in the type of work proposed, and represents further that they are staffed with personnel who are duly licensed and qualified as Professional Engineers under the laws of the State of New York; and

**WHEREAS**, all attachments and exhibits to this Contract are hereby incorporated by reference into this Contract and are considered a material part of this Contract. Should any provision(s) of this Contract (including any terms in any of the attachments and/or exhibits thereto and amendments thereof) be deemed to be in conflict with any other provision(s), the provisions shall be applied pursuant to the priority set forth in Part 1 (Order of Preference of Documents) of the Governor's Office of Storm Recovery Supplementary Conditions for Contracts.

**WHEREAS**, the services of the Consultant for such proposed work constitute personal services; and

**NOW, THEREFORE THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:**

I. Subject to the direction and control of the Commissioner of Engineering of the Town, and in accordance with the Engineering Department Policies for the Preparation of Contract Documents and Design of Roadway and Storm Drainage Projects, the Consultant agrees to perform the following work:

Project Description

During Superstorm Sandy, Barnum Island and Harbor Isle drainage systems backed up with runoff and storm surge resulting in the inundation of developed areas adjacent to canals and creeks, as a result of poor drainage and the lack of back-flow valves on the outfalls. While working for Nassau County DPW on the previous GOSR funded Barnum Island / Harbor Isle Drainage Study Project, L.K. McLean Associates, P.C. conducted a comprehensive stormwater drainage study of the Barnum Island and Harbor Isle community and generated a list of priority recommendations which are being progressed by this project to final design. L.K. McLean Associates, P.C. has previously prepared 30% Schematic Design Plans for a portion of the selected priority projects. However, several of project locations that are to receive final design do not have 30% Schematic Design completed and will require the consultant to complete full design (0-100%). The proposed priority project locations with current design status are as follows:

L.K. McLean Associates, P.C. has completed 30% schematic design for the following projects and the Consultant Team will complete the remaining design phases (60 – 100%) for these locations as identified in the Towns RFP:

- Harbor Isle check valves [H1]
- Barnum Island check valves [B1]
- Barnum Island Drainage System 18- Baker Court & California Place South [B2C] & [B3A]
- Barnum Island Drainage System 6 – California Place South [B3A]

The Consultant Team will complete full design (0-100%) for the following additional priority recommendations from the drainage study:

- Barnum Island Drainage System 3, 4, and 5 [B3A]
- Barnum Island Drainage System 26B (Alternative 3) [B4a]
- Harbor Isle Drainage System 1, 2, and 11 (Alternative 2) (H2b)
- Barnum Island 8 & 9 (Alternative 3)

In addition to the final design services for the project locations above, The Consultant Team will provide the necessary professional services to the Town of Hempstead for environmental permitting, survey and mapping, assistance with the construction bid process and construction administration/inspection.

Scope of Work

The Consultant will assist the Town with all basic services necessary for design, bidding, and construction administration and inspection of the Barnum Island and Harbor Isle Drainage Improvements Project, in accordance with the Work Plan detailed in Consultant's technical proposal dated January 19, 2018.

II. TERMS OF COMPENSATION

A. The Town shall pay the Consultant for services under the tasks listed in Section I of this agreement in accordance with the following schedule:

Task 1	Topographic Survey & ROW Survey	\$219,320.77
Task 2	Schematic Design (30% submittal)	\$107,920.00
Task 3	Preliminary Design (60% submittal)	\$202,587.60
Task 4	Environmental Permitting	\$10,708.80
Task 5	Draft Final Design (90% submittal)	\$231,163.00
Task 6	Final Contract Documents (100% submittal)	\$73,656.80
Task 7	Assistance with Bid and Bid Analysis	\$5,943.20
Task 8	Construction Administration & Inspection	\$276,738.00*
	<b>Total Fee</b>	<b>\$1,128,038.17</b>

B. The above includes:

1. LKMA and subconsultants.
2. The cost of all described services assuming all project locations are bid and constructed under one project.
3. The cost of hiring a qualified sub-contractor(s) to perform 5 soil borings and 20 pavement corings.
4. Seven meetings with the Town and presentation at one NYRCR Planning Committee update meeting.
5. Submittal of permit applications for NYSDEC, NYSDOS and the US Army Corps of Engineers. This includes the application fee for one NYSDEC tidal wetlands minor permit application (\$200). It is assumed that the project can be permitted as one application to each of the permitting agencies.
6. The cost for providing the Town and GOSR with all necessary hardcopies and final signed and sealed mylars.

7. All reimbursable expenses associated with this project. This Includes all mileage, reproduction costs and incidental expenses associated with the project tasks.
8. The costs associated with preparing a maximum of six (6) acquisition/easement maps with metes and bounds descriptions.
9. Full-time construction inspection and part-time construction administration for an 8 month construction duration.
10. Public Meeting attendance and presentations.

C. The above does not include:

1. The cost of cleaning the existing drainage structures for the purpose of inspection and survey. It is assumed that the Town's maintenance forces can clean existing structures as necessary.
2. Video inspection of the existing system.

The Consultant will be reimbursed in the lump sum amounts shown above for Tasks 1-7. Partial payments for these tasks will be based upon percent of completion as determined by the Commissioner. \*Tasks 8 is to be billed on a time card basis, not to exceed. For Construction Inspection services the following bill rate schedule, with a maximum multiplier of 2.2 included, shall not be exceeded:

Nicet II	75 \$/hr
Nicet III	100 \$/hr
Nicet IV	125 \$/hr
PM-Engineer	150 \$/hr
Principal	175 \$/hr

A design schedule, including but not limited to the preparation of preliminary design or 30% Schematic design; design development or 60% design; draft final or 90% design and 100% construction documents or Final Contract Documents, with all the critical completion dates for the above tasks, shall be prepared by the Consultant and approved by the Town and GOSR. If the design task is not achieved by the Consultant by the agreed to schedule deadlines, to the acceptance of the Town, payment will be withheld according to the payment schedule included in Section II. TERMS OF COMPENSATION.

The tasks include associated non-salaried costs such as reproduction of plans for utility and review submittals, draft and final reports, specifications and/or other miscellaneous items submitted for review to either the Town or private utility companies.

III. Payments under Section II hereof shall be billed monthly by the Consultant.

A. All claims for payment shall be made on claim forms furnished by the Town Comptroller, certified as approved by the Commissioner of Engineering.

IV. It is understood and agreed that the Town reserves the right to progress actual construction in such sequence and manner as it deems desirable.

V. All drawings and specifications submitted to the Town for final acceptance shall be accompanied by all necessary applications, certificates or approvals from all Town, County, State, Federal or other municipal departments having jurisdiction over any phase of the work. Submission to such agencies shall be made by the Consultant in the name of the town unless otherwise notified.

VI. In the event that any claim is made or any action brought on any aspect other than the design concept of a construction contract in any way relating to the plans and specifications drawn by the Consultant, the Consultant will diligently render to the Town any and all assistance that the Town may require of the Consultant. If any specific services are required under this Section, the Town shall reimburse the Consultant at the rates outlined in Section II. None of the above shall be deemed in any way a waiver of the Consultant's responsibility for the integrity of their plans, specifications and construction supervision.

The Consultant agrees that he will comply with any and all applicable Federal, New York State and local laws, ordinances, statutes, rules and regulations and agrees to be responsible for and save the Town harmless from any and all claims, damages, costs and expenses arising from the Consultant's negligent acts or omissions in 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.

VII. In addition to the foregoing services performed by the Consultant in relation to the above project, the Town may also utilize the services of the Consultant on work not specifically described herein. The nature and scope of such special services shall be described in a letter from the Commissioner of Engineering to the Consultant, directing him to proceed with any work as may be authorized by the Town Board.

VIII. The Consultant's compensation shall be paid by the Town out of such moneys appropriated by the Town for the purposes herein provided. Members of any board, any other officer or agent duly authorized to act for and on behalf of the Town shall not, by virtue of such authority or action, be personally liable in any manner whatsoever to the Consultant.

IX. The acceptance by the Consultant or any person claiming under the Consultant, of any payment made on the final payment claim under this contract, shall operate on and shall be a release to the Town from all claims and liability to the Consultant, his successors, legal representatives and assigns, for anything done or furnished under or by the provisions of this contract.

#### X. Non-Discrimination

The Consultant will not discriminate against any employee or applicant for employment because of race, creed, color or national origin. The Consultant will take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and the Consultant

agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Town setting forth the provisions of this non-discrimination clause.

In all solicitations or advertisements for employees placed by or on behalf of the Consultant, the words "EQUAL OPPORTUNITY EMPLOYER" shall appear in type twice as large as that used in the body of the advertisement.

XI. 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.

XII. Since it is intended to secure the personal services of:

**Louis K. McLean Associates Engineers & Surveyors, PC  
437 South Country Road, Brookhaven, NY 11719**

as Consultant, this contract shall not be assigned, sublet or transferred, nor shall there be any changes in corporate officers, without the written consent of the Town.

XIII. 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 contract. 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 contract, and shall determine every question which may arise relative to the fulfillment of this contract on the part of the Consultant, and his estimate and decision shall be final, conclusive, and binding upon the Consultant.

XIV. 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 contract. 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.

XV. The Town shall have the right to terminate this contract at its pleasure and pay for the services rendered by the Consultant to the date of the contract termination

XVI. In the event it is discovered at any phase of design that the estimated Total Project Construction Cost of the work is in excess of the Approved Construction Budget, or the bids received are in excess of the Approved Construction Budget, the Consultant shall revise, at its own cost and expense, all or any part of the Schematic Deliverables, the Design Development Deliverables, the Construction Documents or the Bid Documents necessary to bring the estimated Total Project Construction Cost within the Approved Construction Budget. In order to reduce the estimated Total Project Construction Cost to the Approved Construction Budget, the Consultant shall, in addition to the above, at the Town's request and at no additional cost to the Town, (i) provide value engineering to reduce the estimated Total Project Construction Cost to the Approved Construction Budget; (ii) assist the Town in redefining the scope of the Project; (iii) incorporate

all scope reductions and Project modifications into the modified Schematic Deliverables, Design Development Deliverables, Construction Documents or Bid Documents; and (iv) develop and incorporate bid alternates into the Construction Documents and Bid Documents.

XVII. Funding Program Requirements: Program requirements related to the Governor's Office of Storm Recovery are hereby made part of this agreement and are included as Exhibits

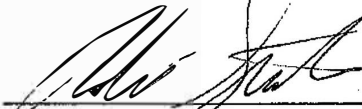
- Exhibit A - Supplementary Conditions for Contracts (Exhibit E, 32 pages)
- Exhibit B - CDBG-DR Funded Professional Services Agreements in the NY Rising Community Reconstruction Program (1 page)
- Exhibit C - Insurance requirements
- Exhibit D - Project Timeline or Milestones
- Exhibit E - Subrecipient Contractor Utilization Plan
- Exhibit F - Section 3 Contractor Plan

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


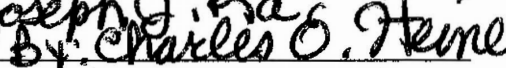
LOUIS K. MCLEAN ASSOCIATES ENGINEERS & SURVEYORS, PC

By:  \_\_\_\_\_  
Robert Steele, P.E.  
Executive Vice-President

Reviewed for content by:

 \_\_\_\_\_ Date: 5-10-18  
Jeffrey M. Tierney, Deputy Commissioner of Engineering

Form Approved:

  
By:  \_\_\_\_\_ Date: 5/14/18  
Joseph J. Ra, Town Attorney

Approved:

\_\_\_\_\_ Date \_\_\_\_\_  
Kevin Conroy, Town Comptroller

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2017 before me personally came DOUGLAS L. TUMAN, P.E., ESQ., of the ENGINEERING DEPARTMENT of the TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK, who being by me duly sworn did depose and say that he resides at

\_\_\_\_\_ that he is the COMMISSIONER of the DEPARTMENT OF ENGINEERING 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.



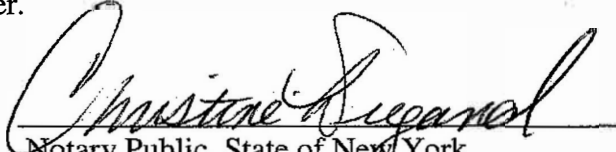
Notary Public, State of New York

STATE OF NEW YORK)

)s.:

COUNTY OF NASSAU )

On this 8<sup>th</sup> day of May, 2018 before me personally came Robert Steele to me known and known to me, who, being by me by me duly sworn did depose and say that he resides at Miller Place, NY and that he is the Exec. Vice President of the L.K. McKeon Assoc described in and which executed the foregoing instrument; that he knows the seal of said Corporation, that the seal affixed to said instrument is such seal; that it was so affixed by order said Corporation, and that he signed his name thereto by like order.

  
Notary Public, State of New York

CHRISTINE WIEGAND  
NOTARY PUBLIC, State of New York  
No. 01W16210359, Suffolk County  
Commission Expires August 17, 2021

EXHIBIT A

SUPPLEMENTARY CONDITIONS FOR CONTRACTS

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING EMPLOYMENT OF LOCKWOOD, KESSLER & BARTLETT, INC. FOR CONSULTING SERVICES PERTINENT TO BELLMORE/ MERRICK SEAFORD/WANTAGH ROAD RAISING AND DRAINAGE IMPROVEMENTS: NEPTUNE AVENUE AND SOUTH STREET, TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK.

WHEREAS, the Town is eligible to apply for U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant-Disaster Recovery (CDBG-DR) funding for disaster recovery projects. Funding will be delivered through the NY Rising Community Reconstruction (NYRCR) Program, within the New York State Governor's Office of Storm Recovery (GOSR); and

WHEREAS, the Town has entered into a Subrecipient Agreement with GOSR for the purpose of implementing a NYRCR Project known as, Bellmore/Merrick/Seaford/Wantagh Road Raising and Drainage Improvements: Neptune Avenue and South Street; and

WHEREAS, the Town deems it desirable and necessary to obtain the services of a Consulting Engineer for the purpose of preparing the necessary studies, surveys, reports, permits, work easements, final design plans, bid documents, construction inspection and other engineering services pertinent to the aforementioned project; and

WHEREAS, the Department of Engineering, in accordance with the Town's procurement policy, advertised a Request for Qualifications on January 26, 2018, and conducted an evaluation of all proposals submitted, recommends award to Lockwood, Kessler & Bartlett, Inc.; and

WHEREAS, the said Lockwood, Kessler & Bartlett, Inc., having their principal office at One Aerial Way Syosset, NY 11797 are duly licensed and qualified as Professional Engineers under the laws of the State of New York; and

WHEREAS, the Consultant, Lockwood, Kessler & Bartlett, Inc., herein submitted a Consulting Engineering Services Agreement on April 27, 2018 setting forth in detail the services to be performed, with a total amount not-to-exceed of \$510,200.00, representing that they are adequately staffed, skilled and experienced in the type of work proposed; and

WHEREAS, the said Agreement and all of its terms are deemed just and equitable and in the interest of the Town of Hempstead;

NOW, THEREFORE, BE IT

RESOLVED, that the Commissioner of The Department of Engineering is hereby authorized to execute, on behalf of the Town of Hempstead, the above referred to Agreement with Lockwood, Kessler & Bartlett, Inc. for consulting services pertinent to Bellmore/Merrick/Seaford/Wantagh Road Raising and Drainage Improvements: Neptune Avenue and South Street, Town of Hempstead, Nassau County, New York, and the Comptroller be authorized and directed to make payments of such sums as from time to time may be required pursuant to said Agreement, to be made out of and charged against Town funds to be reimbursed from GOSR.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

25

Case #

19967

**AGREEMENT  
FOR CONSULTING ENGINEER**

**THIS AGREEMENT**, made this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between the **Town of Hempstead**, a municipal corporation of the State of New York, having its principal office at the Town Hall, Town Hall Plaza, Hempstead, New York, hereinafter referred to as the "TOWN" and **Lockwood, Kessler & Bartlett, Inc.**, One Aerial Way, Syosset, NY 11791 hereinafter referred to as the "CONSULTANT" **WITNESSETH:**

**WHEREAS**, The Town has entered into a Subrecipient Agreement with the Governor's Office of Storm Recovery for the purpose of implementing a NY Rising Community Reconstruction Program Project known as:

**BELLMORE/MERRICK AND SEAFORD/WANTAGH ROAD RAISING AND  
DRAINAGE IMPROVEMENTS: NEPTUNE AVENUE AND SOUTH STREET**

**WHEREAS**, the Town deems it desirable and necessary to obtain the services of a consulting engineer for the purpose of assisting the Town with the basic services herein required for design, bidding, and construction administration of the above mentioned project; and

**WHEREAS**, the Town is eligible to apply for U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant-Disaster Recovery (CDBG-DR) funding for disaster recovery projects. Funding will be delivered through the NY Rising Community Reconstruction (NYRCR) Program, within the New York State Governor's Office of Storm Recovery (GOSR). Accordingly, the Consultant is obligated to comply with applicable federal and state laws and regulations set forth in Exhibit E (Supplementary Contract Conditions), as well as with the Town's Procurement Policy and Procedures. In addition, the Consultant is obligated to comply with all municipal codes, ordinances, and regulations. This project is funded by and conceived through the NY Rising Community Reconstruction Program of the Governor's Office of Storm Recovery.

**WHEREAS**, the Consultant herein submitted an engineering services qualification technical and cost proposal on January 26, 2018 which is hereby made part of this agreement, representing that they are adequately staffed, skilled and experienced in the type of work proposed, and represents further that they are staffed with personnel who are duly licensed and qualified as Professional Engineers under the laws of the State of New York; and

**WHEREAS**, the attachments and exhibits to this Contract are hereby incorporated by reference into this Contract and are considered a material part of this Contract. Should any provision(s) of this Contract (including terms in the attachments and/or exhibits thereto and amendments thereof) be deemed to be in conflict with other provision(s), the provisions shall be applied pursuant to the priority set forth in Part 1 (Order of Preference of Documents) of the Governor's Office of Storm Recovery Supplementary Conditions for Contracts.

**WHEREAS**, the services of the Consultant for such proposed work constitute personal services; and

**NOW, THEREFORE THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:**

I. Subject to the direction and control of the Commissioner of Engineering of the Town, and in accordance with the Engineering Department Policies for the Preparation of Contract Documents and Design of Roadway and Storm Drainage Projects, the Consultant agrees to perform the following work:

Project Description

The project will provide improvements to protect portions of the south shore community of Seaford from the impacts of flooding due to stormwater and tidal action. The following roadway sections are included in this project:

- Neptune Avenue at Beaver Turn in Seaford
- Neptune Avenue at Roanoke Street in Seaford
- South Street in Seaford

These locations were severely impacted and damaged by the effects of superstorm Sandy and experience frequent flooding. The proposed improvements have been identified in previous studies and will include reconstruction of the roadway segments to raise their gutter elevation to a target of 5.50NGV, along with improvements to the drainage systems including reconstruction of outfalls and bulkheads and installation of check valves, filter bags and bioretention areas.

As indicated in the Request for Proposal (RFP), based on previous studies, the work at each location is anticipated to be as follows:

Neptune Avenue at Beaver Turn

- Raise approximately 450LF of Beaver Turn to obtain the target minimum gutter elevation of 5.5'
- Abandon the outfall south of the Neptune Avenue intersection and connect the drainage system to the outfall at the intersection
- Install a new drainage structure with an inline check valve
- Install filter bags throughout the drainage system catch basin inlets

Neptune Avenue at Roanoke Street

- Raise approximately 500LF of Roanoke Street to obtain the target minimum gutter elevation of 5.5'
- Install a new drainage structure with an inline check valve at the outfall on Riverside Avenue north of Roanoke Street

South Street

- Raise approximately 270LF of South Street to obtain the target minimum gutter elevation of 5.5'
- Install a bioretention area at the east end of Wansers Lane

- Construct an overflow from the Wansers Lane bioretention area to the positive drainage system outfall on Jackson Ave. North of South Street
- Consider additional inlets throughout the easement area with leaching capacity
- Reconstruct the bulkhead and outfall with check valve at the end of South Street

Scope of Work

The Consultant will assist the Town with the basic services herein required for design, permitting, bidding, and construction administration of the Bellmore/Merrick and Seaford/Wantagh Road Raising and Drainage Improvements: Neptune Avenue and South Street, in accordance with the Consultant's technical proposal dated January 26, 2018.

II. TERMS OF COMPENSATION

A. The Town shall pay the Consultant for services under the tasks listed in Section I of this agreement in accordance with the following schedule:

Task 1	Schematic Design (30%)	\$ 33,000.00
Task 2	Design Development (60%)	\$ 122,000.00
Task 3	Advanced Detail Design (90%)	\$ 55,000.00
Task 4	Contract Documents (100%)	\$25,100.00
Task 5	URA Assistance	\$ 21,500.00
Task 6	Permitting	\$ 14,100.00
Task 7	Bidding & Award Assistance	\$ 7,000.00
Task 8	Construction Administration and Inspection	\$ 232,500.00
	Total Fee	\$ 510,200.00

B. The above includes:

1. Subconsultants, M/WBE Gayron de Bruin and Haider Engineering.
2. Soil boring driller subcontractor in the amount of \$4,000 under Task 1.
3. Periodic site inspections over a 4 month construction period during Task 8 – Construction Support Services.
4. Submittal of permit applications for NYSDEC, NYSDOS and Army Corps of Engineers.

5. Three meetings with the property owners and 4 progress meetings with the Town and GOSR

C. The above does not include:

1. Permit application fees.

The Consultant will be reimbursed in the lump sum amounts shown above for Tasks 1-7. Partial payments for these tasks will be based upon percent of completion as determined by the Commissioner. \*Task 8 is to be billed on a time card basis, not to exceed. For Construction Inspection services the following bill rate schedule, with a maximum multiplier of 2.2 included, shall not be exceeded:

Nicet II	75 \$/hr
Nicet III	100 \$/hr
Nicet IV	125 \$/hr
PM-Engineer	150 \$/hr
Principal	175 \$/hr

A design schedule, including but not limited to the preparation of preliminary design or 10% and 30% Schematic design; design development or 60% design; draft final or 90% design and 100% construction documents or Final Contract Documents, with associated critical completion dates for the above tasks, shall be prepared by the Consultant and approved by the Town and GOSR. If the design task is not achieved by the Consultant by the agreed to schedule deadlines, to the acceptance of the Town, payment will be withheld according to the payment schedule included in Section II. TERMS OF COMPENSATION.

The tasks include associated non-salaried costs such as reproduction of plans for utility and review submittals, draft and final reports, specifications and/or other miscellaneous items submitted for review to either the Town or private utility companies.

III. Payments under Section II hereof shall be billed monthly by the Consultant.

A. All claims for payment shall be made on claim forms furnished by the Town Comptroller, certified as approved by the Commissioner of Engineering.

IV. It is understood and agreed that the Town reserves the right to progress actual construction in such sequence and manner as it deems desirable.

V. The drawings and specifications submitted to the Town for final acceptance shall be accompanied by the necessary applications, certificates or approvals from the Town, County, State, Federal or other municipal departments having jurisdiction over the phases of the work. Submission to such agencies shall be made by the Consultant in the name of the Town unless otherwise notified.

VI. In the event that claim(s) is made or action(s) brought on any aspect(s) other than the design concept of a construction contract in any way relating to the plans and specifications drawn by the Consultant, the Consultant will diligently render to the Town any and all assistance that the Town may require of the Consultant. If specific services are required under this Section, the Town shall reimburse the Consultant at the rates outlined in Section II. None of the above

shall be deemed in any way a waiver of the Consultant's responsibility for the integrity of their plans, specifications and construction supervision.

The Consultant agrees that he will comply with applicable Federal, New York State and local laws, ordinances, statutes, rules and regulations and agrees to be responsible for and save the Town harmless from claims, damages, costs and expenses arising from the Consultant's negligent acts or omissions in 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.

VII. In addition to the foregoing services performed by the Consultant in relation to the above project, the Town may also utilize the services of the Consultant on work not specifically described herein. The nature and scope of such special services shall be described in a letter from the Commissioner of Engineering to the Consultant, directing him to proceed with the work as may be authorized by the Town Board.

VIII. The Consultant's compensation shall be paid by the Town out of such moneys appropriated by the Town for the purposes herein provided. Members of any board, any other officer or agent duly authorized to act for and on behalf of the Town shall not, by virtue of such authority or action, be personally liable in any manner whatsoever to the Consultant.

IX. The acceptance by the Consultant or any person claiming under the Consultant, of any payment made on the final payment claim under this contract, shall operate on and shall be a release to the Town from all claims and liability to the Consultant, his successors, legal representatives and assigns, for anything done or furnished under or by the provisions of this contract.

#### X. Non-Discrimination

The Consultant will not discriminate against any employee or applicant for employment because of race, creed, color or national origin. The Consultant will take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and the Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Town setting forth the provisions of this non-discrimination clause.

In all solicitations or advertisements for employees placed by or on behalf of the Consultant, the words "EQUAL OPPORTUNITY EMPLOYER" shall appear in type twice as large as that used in the body of the advertisement.

XI. 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.

XII. Since it is intended to secure the personal services of:

**Lockwood, Kessler & Bartlett, Inc.**  
**One Aerial Way**  
**Syosset, NY 11791**

as Consultant, this contract shall not be assigned, sublet or transferred, nor shall there be any changes in corporate officers, without the written consent of the Town.

XIII. 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 contract. 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 contract, and shall determine every question which may arise relative to the fulfillment of this contract on the part of the Consultant, and his estimate and decision shall be final, conclusive, and binding upon the Consultant.

XIV. 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 contract. 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.

XV. The Town shall have the right to terminate this contract at its pleasure and pay for the services rendered by the Consultant to the date of the contract termination

XVI. In the event it is discovered at any phase of design that the estimated Total Project Construction Cost of the work is in excess of the Approved Construction Budget, or the bids received are in excess of the Approved Construction Budget, the Consultant shall revise, at its own cost and expense, all or any part of the Schematic Deliverables, the Design Development Deliverables, the Construction Documents or the Bid Documents necessary to bring the estimated Total Project Construction Cost within the Approved Construction Budget. In order to reduce the estimated Total Project Construction Cost to the Approved Construction Budget, the Consultant shall, in addition to the above, at the Town's request and at no additional cost to the Town, (i) provide value engineering to reduce the estimated Total Project Construction Cost to the Approved Construction Budget; (ii) assist the Town in redefining the scope of the Project; (iii) incorporate all scope reductions and Project modifications into the modified Schematic Deliverables, Design Development Deliverables, Construction Documents or Bid Documents; and (iv) develop and incorporate bid alternates into the Construction Documents and Bid Documents.

XVII. Funding Program Requirements: Program requirements related to the Governor's Office of Storm Recovery are hereby made part of this agreement and are included as Exhibits

Exhibit A - Supplementary Conditions for Contracts (Exhibit E, 32 pages)



Exhibit B - CDBG-DR Funded Professional Services Agreements in the NY Rising  
Community Reconstruction Program (1 page)

Exhibit C - Insurance requirements

Exhibit D - Project Timeline or Milestones

Exhibit E - Subrecipient Contractor Utilization Plan

Exhibit F - Section 3 Contractor Plan

IN WITNESS WHEREOF, the parties have duly executed this agreement the  
day and year first above written.

TOWN OF HEMPSTEAD

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

LOCKWOOD, KESSLER & BARTLETT, INC.

By:                     *B Ednie*                      
Brian Ednie, P.E.  
Vice President

Reviewed for content by:

                    *J M Tierney*                      
Jeffrey M. Tierney  
Deputy Commissioner of Engineering

Date:           5-16-18          

Form Approved:

                    *Joseph J. Ra*                      
By:                     *Charles O. Heme*                      
Joseph J. Ra  
Town Attorney

Date:           5/16/18          

Approved:

\_\_\_\_\_  
Kevin Conroy  
Town Comptroller

Date \_\_\_\_\_

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018 before me personally came DOUGLAS L. TUMAN, P.E., ESQ., of the ENGINEERING DEPARTMENT of the TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK, who being by me duly sworn did depose and say that he resides at \_\_\_\_\_

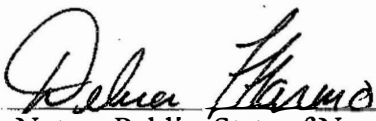
\_\_\_\_\_ that he is the COMMISSIONER of the DEPARTMENT OF ENGINEERING of the TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK, the corporation described in and which executed the above contract; that he knows the corporate seal; that it was so affixed by order of the TOWN BOARD of the TOWN OF HEMPSTEAD, 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 15<sup>th</sup> day of MAY, 2018 before me personally came BRIAN EDNIE to me known, who being duly sworn did depose and say that he resides at 1281 N. PIERCE AVE

Bellmore NY and that he is the V.P. of Engineering of the Corporation described in and which executed the foregoing instrument; that he knows the seal of said Corporation, that the seal affixed to said instrument is such seal; that it was so affixed by order of the Board of Directors and that he signed his name thereto by like order.

  
\_\_\_\_\_  
Notary Public, State of New York

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

EXHIBIT A

SUPPLEMENTARY CONDITIONS FOR CONTRACTS

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING EMPLOYMENT OF H2M ARCHITECTS, ENGINEERS, LAND SURVEYING AND LANDSCAPE ARCHITECTS, D.P.C. FOR CONSULTING SERVICES PERTINENT TO BELLMORE/MERRICK/SEAFORD/WANTAGH ROAD RAISING AND DRAINAGE IMPROVEMENTS: MERRICK ROAD RAISING, TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK.

WHEREAS, the Town is eligible to apply for U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant-Disaster Recovery (CDBG-DR) funding for disaster recovery projects. Funding will be delivered through the NY Rising Community Reconstruction (NYRCR) Program, within the New York State Governor's Office of Storm Recovery (GOSR); and

WHEREAS, the Town has entered into a Subrecipient Agreement with GOSR for the purpose of implementing a NYRCR Project known as, Bellmore/Merrick/Seaford/Wantagh Road Raising and Drainage Improvements: Merrick Road Raising; and

WHEREAS, the Town deems it desirable and necessary to obtain the services of a Consulting Engineer for the purpose of preparing the necessary studies, surveys, reports, permits, work easements, final design plans, bid documents, construction inspection and other engineering services pertinent to the aforementioned project; and

WHEREAS, the Department of Engineering, in accordance with the Town's procurement policy, advertised a Request for Qualifications on February 9 2018, and conducted an evaluation of all proposals submitted, recommends award to H2M Architects, Engineers, Land Surveying and Landscape Architects D.P.C. (the "Consultant"); and

WHEREAS, the Consultant, having their principal office at 538 Broad Hollow Road, 40<sup>th</sup> Floor East Melville, NY 11747, are duly licensed and qualified as Professional Engineers under the laws of the State of New York; and

WHEREAS, the Consultant, submitted a Consulting Engineering Services Agreement on April 27, 2018 setting forth in detail the services to be performed, with a total amount not-to-exceed of \$296,850.00, representing that they are adequately staffed, skilled and experienced in the type of work proposed; and

WHEREAS, the said Agreement and all of its terms are deemed just and equitable and in the interest of the Town of Hempstead;

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board authorizes the Commissioner of the Department of Engineering to execute, on behalf of the Town of Hempstead, the above referred to Agreement with H2M Architects, Engineers, Land Surveying and Landscape Architects D.P.C for consulting services pertinent to Bellmore/Merrick/Seaford/ Wantagh Road Raising and Drainage Improvements: Merrick Road Raising, Town of Hempstead, Nassau County, New York; and be it further

RESOLVED, that the Comptroller be authorized and directed to make payments of such sums as from time to time may be required pursuant to said Agreement, to be made out of and charged against Town funds to be reimbursed from GOSR.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 26

Case # 26420

**AGREEMENT**  
**FOR CONSULTING ENGINEER**

**THIS AGREEMENT**, made this day \_\_\_\_\_ day of \_\_\_\_\_, 2018 by and between the **Town of Hempstead**, a municipal corporation of the State of New York, having its principal office at the Town Hall, Town Hall Plaza, Hempstead, New York, hereinafter referred to as the "TOWN" and **H2M Architects, Engineers, Land Surveying and Landscape Architecture, D.P.C.**, 538 Broad Hollow Road, 4th Floor East Melville NY 11747 hereinafter referred to as the "CONSULTANT" **WITNESSETH:**

**WHEREAS**, The Town has entered into a Subrecipient Agreement with the Governor's Office of Storm Recovery for the purpose of implementing a NY Rising Community Reconstruction Program Project known as:

**BELLMORE/MERRICK AND SEAFORD/WANTAGH  
ROAD RAISING AND DRAINAGE IMPROVEMENTS:  
MERRICK ROAD RAISING**

**WHEREAS**, the Town deems it desirable and necessary to obtain the services of a consulting engineer for the purpose of assisting the Town with basic services necessary for design, bidding, and construction administration of the drainage improvements; and

**WHEREAS**, the Town is eligible to apply for U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant-Disaster Recovery (CDBG-DR) funding for disaster recovery projects. Funding will be delivered through the NY Rising Community Reconstruction (NYRCR) Program, within the New York State Governor's Office of Storm Recovery (GOSR). Accordingly, the Consultant is obligated to comply with applicable federal and state laws and regulations set forth in Exhibit A (Supplementary Contract Conditions), as well as with the Town's Procurement Policy and Procedures. In addition, the Consultant is obligated to comply with all municipal codes, ordinances, and regulations. This project is funded by and conceived through the NY Rising Community Reconstruction Program of the Governor's Office of Storm Recovery.

**WHEREAS**, the Consultant herein submitted an engineering services qualification technical and cost proposal on February 9, 2018 which is hereby made part of this agreement, representing that they are adequately staffed, skilled and experienced in the type of work proposed, and represents further that they are staffed with personnel who are duly licensed and qualified as Professional Engineers under the laws of the State of New York; and

**WHEREAS**, all attachments and exhibits to this Contract are hereby incorporated by reference into this Contract and are considered a material part of this Contract. Should any provision(s) of this Contract (including any terms in any of the attachments and/or exhibits thereto and amendments thereof) be deemed to be in conflict with any other provision(s), the provisions shall be applied pursuant to the priority set forth in Part 1 (Order of Preference of Documents) of the Governor's Office of Storm Recovery Supplementary Conditions for Contracts.

**WHEREAS**, the services of the Consultant for such proposed work constitute

personal services; and

**NOW, THEREFORE THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:**

I. Subject to the direction and control of the Commissioner of Engineering of the Town, and in accordance with the Engineering Department Policies for the Preparation of Contract Documents and Design of Roadway and Storm Drainage Projects, the Consultant agrees to perform the following work:

Project Description

This project will include road raising and drainage improvements for the following roads. The Plan will include the following work:

- Helen Court and George Court - Elevate both streets to a target minimum elevation of 5.5;
- Abandon the outfall opposite Helen Court and connect the drainage system to the outfall opposite Leonard Lane;
- Install in-line check valves on drainage outfalls opposite George Court and Leonard Lane;
- Incorporate additional drainage capacity within the project area.

Since road gradients will be elevated, it is likely that improvements will also be required on all private properties within the limit of work, which will require the preparation of easement maps.

Scope of Work

The consultant will assist the Town with all basic services necessary for design, bidding and construction administration in accordance with the approach and methodology as detailed in the Consultant's technical proposal dated February 9, 2018.

II. TERMS OF COMPENSATION

- A. The Town shall pay the Consultant for services under the tasks listed in Section I of this agreement in accordance with the following schedule:

Task 1 - Topographic and Boundary/Right-of-way Survey .....	\$ 63,600.00
▪ Topographic survey	
▪ Boundary survey	
▪ Utility mark-out	
Easement Maps .....	\$ 47,250.00*
Task 2 - Geotechnical Investigation .....	\$ 6,000.00
▪ Soil boring	
▪ Laboratory testing	

- Engineering report

Task 3 - Design Report .....	\$ 7,400.00
Task 4 - Design/Contract Documents .....	\$ 80,000.00
Task 5 - Bidding .....	\$ 2,600.00
Task 6 - Construction Administration .....	\$ 20,000.00
Task 7 - Construction Observation .....	\$ 69,000.00**
Reimbursable Expenses	
▪ Reprographics .....	\$ 1,000.00
<b>Total Fee .....</b>	<b>\$296,850.00</b>

\*Fee based on the preparation of one easement map for each property on roads that will be elevated (63 properties)

\*\*Construction observation based on 640 hours (40 hours per week for 16 weeks)

The Consultant will be reimbursed in the lump sum amounts shown above for Tasks 1-6. Partial payments for these tasks will be based upon percent of completion as determined by the Commissioner. Task 7 is to be billed on a time card basis, not to exceed. For Construction Inspection services the following bill rate schedule, with a maximum multiplier of 2.2 included, shall not be exceeded:

Nicet II	75 \$/hr
Nicet III	100 \$/hr
Nicet IV	125 \$/hr
PM-Engineer	150 \$/hr
Principal	175 \$/hr

A design schedule, including but not limited to the preparation of preliminary design or 10% and 30% Schematic design; design development or 60% design; draft final or 90% design and 100% construction documents or Final Contract Documents, with all the critical completion dates for the above tasks, shall be prepared by the Consultant and approved by the Town and GOSR. If the design task is not achieved by the Consultant by the agreed to schedule deadlines, to the acceptance of the Town, payment will be withheld according to the payment schedule included in Section II. TERMS OF COMPENSATION. During the design phase, H2M staff will attend

one public meeting with affected homeowners to review proposed improvements on private property.

The tasks include associated non-salaried costs such as reproduction of plans for utility and review submittals, draft and final reports, specifications and/or other miscellaneous items submitted for review to either the Town or private utility companies.

III. Payments under Section II hereof shall be billed monthly by the Consultant.

A. All claims for payment shall be made on claim forms furnished by the Town Comptroller, certified as approved by the Commissioner of Engineering.

IV. It is understood and agreed that the Town reserves the right to progress actual construction in such sequence and manner as it deems desirable.

V. All drawings and specifications submitted to the Town for final acceptance shall be accompanied by all necessary applications, certificates or approvals from all Town, County, State, Federal or other municipal departments having jurisdiction over any phase of the work. Submission to such agencies shall be made by the Consultant in the name of the town unless otherwise notified.

VI. In the event that any claim is made or any action brought on any aspect other than the design concept of a construction contract in any way relating to the plans and specifications drawn by the Consultant, the Consultant will diligently render to the Town any and all assistance that the Town may require of the Consultant. If any specific services are required under this Section, the Town shall reimburse the Consultant at its current hourly rates. None of the above shall be deemed in any way a waiver of the Consultant's responsibility for the integrity of their plans, specifications and construction supervision.

The Consultant agrees that he will comply with any and all applicable Federal, New York State and local laws, ordinances, statutes, rules and regulations and agrees to be responsible for and save the Town harmless from any and all claims, damages, costs and expenses arising from the Consultant's negligent acts or omissions in 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.

VII. In addition to the foregoing services performed by the Consultant in relation to the above project, the Town may also utilize the services of the Consultant on work not specifically described herein. The nature and scope of such special services shall be described in a letter from the Commissioner of Engineering to the Consultant, directing him to proceed with any work as may be authorized by the Town Board.

VIII. The Consultant's compensation shall be paid by the Town out of such moneys appropriated by the Town for the purposes herein provided. Members of any board, any other officer or agent duly authorized to act for and on behalf of the Town shall not, by virtue of such authority or action, be personally liable in any manner whatsoever to the Consultant.



IX. The acceptance by the Consultant or any person claiming under the Consultant, of any payment made on the final payment claim under this contract, shall operate on and shall be a release to the Town from all claims and liability to the Consultant, his successors, legal representatives and assigns, for anything done or furnished under or by the provisions of this contract.

X. Non-Discrimination

The Consultant will not discriminate against any employee or applicant for employment because of race, creed, color or national origin. The Consultant will take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and the Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Town setting forth the provisions of this non-discrimination clause.

In all solicitations or advertisements for employees placed by or on behalf of the Consultant, the words "EQUAL OPPORTUNITY EMPLOYER" shall appear in type twice as large as that used in the body of the advertisement.

XI. 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.

XII. Since it is intended to secure the personal services of

**H2M Architects, Engineers, Land Surveying and Landscape Architecture, D.P.C.  
538 Broad Hollow Road, 4th Floor East  
Melville, New York 11747-2188**

as Consultant, this contract shall not be assigned, sublet or transferred, nor shall there be any changes in corporate officers, without the written consent of the Town.

XIII. 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 contract. 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 contract, and shall determine every question which may arise relative to the fulfillment of this contract on the part of the Consultant, and his estimate and decision shall be final, conclusive, and binding upon the Consultant.

XIV. 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 contract. 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.

XV. The Town shall have the right to terminate this contract at its pleasure and pay for the services rendered by the Consultant to the date of the contract termination.

XVI. In the event it is discovered at any phase of design that the estimated Total Project Construction Cost of the work is in excess of the Approved Construction Budget, or the bids received are in excess of the Approved Construction Budget, the Consultant shall revise, at its own cost and expense, all or any part of the Schematic Deliverables, the Design Development Deliverables, the Construction Documents or the Bid Documents necessary to bring the estimated Total Project Construction Cost within the Approved Construction Budget. In order to reduce the estimated Total Project Construction Cost to the Approved Construction Budget, the Consultant shall, in addition to the above, at the Town's request and at no additional cost to the Town, (i) provide value engineering to reduce the estimated Total Project Construction Cost to the Approved Construction Budget; (ii) assist the Town in redefining the scope of the Project; (iii) incorporate all scope reductions and Project modifications into the modified Schematic Deliverables, Design Development Deliverables, Construction Documents or Bid Documents; and (iv) develop and incorporate bid alternates into the Construction Documents and Bid Documents.

XVII. Funding Program Requirements: Program requirements related to the Governor's Office of Storm Recovery are hereby made part of this agreement and are included as Exhibit A & Exhibit B.

Exhibit A - Supplementary Conditions for Contracts (Exhibit E, 32 pages)

Exhibit B - CDBG-DR Funded Professional Services Agreements in the NY Rising Community Reconstruction Program (1 page)

Exhibit C - Insurance requirements

Exhibit D - Project Timeline

Exhibit E - Subrecipient Contractor Utilization Plan

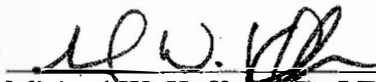
Exhibit F - Section 3 Contractor Plan

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

H2M ARCHITECTS, ENGINEERS, LAND SURVEYING  
AND LANDSCAPE ARCHITECTURE, D.P.C.


By:   
Michael W. Keffer, P.E., LEED AP  
Vice President

Reviewed for content by:

  
Jeffrey M. Tierney  
Deputy Commissioner of Engineering

Date: 5/9/18

Form Approved:

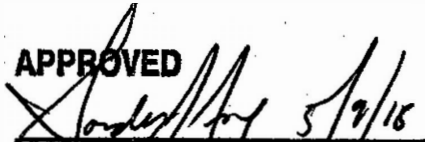
  
By: Charles B. Heine  
Joseph J. Ra  
Town Attorney

Date: 5/9/18

Approved:

\_\_\_\_\_  
Kevin Conroy  
Town Comptroller

Date \_\_\_\_\_

**APPROVED**  
 5/9/18  
**DIRECTOR OF PURCHASING**

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018 before me personally came DOUGLAS L. TUMAN, P.E., ESQ., of the ENGINEERING DEPARTMENT of the TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK, who being by me duly sworn did depose and say that he resides at \_\_\_\_\_ that he is the COMMISSIONER of the DEPARTMENT OF ENGINEERING 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 8<sup>th</sup> day of May, 2018 before me personally came MICHAEL W. KEFFER, P.E., LEED AP to me ~~known~~ and known to me, who, being by me by me duly sworn did depose and say that he resides at 52 Highwood Rd. Oyster Bay, NY 11771 and that he is the VICE PRESIDENT of the H2M ARCHITECTS, ENGINEERS, LAND SURVEYING AND LANDSCAPE ARCHITECTURE, D.P.C., described in and which executed the foregoing instrument; that he knows the seal of said Corporation, that the seal affixed to said instrument is such seal; that it was so affixed by order said Corporation, and that he signed his name thereto by like order.

*Christine Woodson*  
\_\_\_\_\_  
Notary Public, State of New York

**CHRISTINE E. WOODSON**  
Notary Public - State of New York  
No. 01W06100496  
Qualified in Queens County  
Commission Expires Oct. 20, 20 19

EXHIBIT A

SUPPLEMENTARY CONDITIONS FOR CONTRACTS

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING EMPLOYMENT OF H2M ARCHITECTS, ENGINEERS, LAND SURVEYING AND LANDSCAPE ARCHITECTS, D.P.C. FOR CONSULTING SERVICES PERTINENT TO DRAINAGE IMPROVEMENTS OCEANSIDE ROAD RAISING MORELAND AVENUE AREA AND ROYAL AVENUE, TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK.

WHEREAS, the Town is eligible to apply for U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant-Disaster Recovery (CDBG-DR) funding for disaster recovery projects. Funding will be delivered through the NY Rising Community Reconstruction (NYRCR) Program, within the New York State Governor's Office of Storm Recovery (GOSR); and

WHEREAS, the Town has entered into a Subrecipient Agreement with GOSR for the purpose of implementing a NYRCR Project known as, Drainage Improvements Oceanside Road Raising Moreland Avenue Area and Royal Avenue; and

WHEREAS, the Town deems it desirable and necessary to obtain the services of a Consulting Engineer for the purpose of preparing the necessary studies, surveys, reports, permits, work easements, final design plans, bid documents, construction inspection and other engineering services pertinent to the aforementioned project; and

WHEREAS, the Department of Engineering, in accordance with the Town's procurement policy, advertised a Request for Qualifications on February 23 2018, and conducted an evaluation of all proposals submitted, recommends award to H2M Architects, Engineers, Land Surveying and Landscape Architects D.P.C. (the "Consultant"); and

WHEREAS, the Consultant, having their principal office at 538 Broad Hollow Road, 40<sup>th</sup> Floor East Melville, NY 11747, are duly licensed and qualified as a Professional Engineering firm under the laws of the State of New York; and

WHEREAS, the Consultant, submitted a Consulting Engineering Services Agreement on April 27, 2018 setting forth in detail the services to be performed, with a total amount not-to-exceed of \$296,850.00, representing that it is adequately staffed, skilled and experienced in the type of work proposed; and

WHEREAS, the said Agreement and all of its terms are deemed just and equitable and in the interest of the Town of Hempstead;

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board authorizes the Commissioner of the Department of Engineering to execute, on behalf of the Town of Hempstead, the above referred to Agreement with H2M Architects, Engineers, Land Surveying and Landscape Architects D.P.C for consulting services pertinent to Drainage Improvements Oceanside Road Raising Moreland Avenue Area and Royal Avenue, Town of Hempstead, Nassau County, New York; and be it further

RESOLVED, that the Comptroller be authorized and directed to make payments of such sums as from time to time may be required pursuant to said Agreement, to be made out of and charged against Town funds to be reimbursed from GOSR.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

27

Case #

26420

**AGREEMENT**  
**FOR CONSULTING ENGINEER**

**THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the **Town of Hempstead**, a municipal corporation of the State of New York, having its principal office at the Town Hall, Town Hall Plaza, Hempstead, New York, hereinafter referred to as the "TOWN" and **H2M Architects, Engineers, Land Surveying and Landscape Architecture, D.P.C.**, 538 Broad Hollow Road, 4th Floor East Melville NY 11747 hereinafter referred to as the "CONSULTANT" **WITNESSETH:**

**WHEREAS**, The Town has entered into a Subrecipient Agreement with the Governor's Office of Storm Recovery for the purpose of implementing a NY Rising Community Reconstruction Program Project known as:

**OCEANSIDE DRAINAGE IMPROVEMENTS**  
**OCEANSIDE ROAD RAISING**  
**MORELAND AVENUE AREA AND ROYAL AVENUE**

**WHEREAS**, the Town deems it desirable and necessary to obtain the services of a consulting engineer for the purpose of assisting the Town with basic services necessary for design, bidding, and construction administration of the drainage improvements; and

**WHEREAS**, the Town is eligible to apply for U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant-Disaster Recovery (CDBG-DR) funding for disaster recovery projects. Funding will be delivered through the NY Rising Community Reconstruction (NYRCR) Program, within the New York State Governor's Office of Storm Recovery (GOSR). Accordingly, the Consultant is obligated to comply with applicable federal and state laws and regulations set forth in Exhibit A (Supplementary Contract Conditions), as well as with the Town's Procurement Policy and Procedures. In addition, the Consultant is obligated to comply with all municipal codes, ordinances, and regulations. This project is funded by and conceived through the NY Rising Community Reconstruction Program of the Governor's Office of Storm Recovery.

**WHEREAS**, the Consultant herein submitted an engineering services qualification technical and cost proposal on February 23, 2018 which is hereby made part of this agreement, representing that they are adequately staffed, skilled and experienced in the type of work proposed, and represents further that they are staffed with personnel who are duly licensed and qualified as Professional Engineers under the laws of the State of New York; and

**WHEREAS**, all attachments and exhibits to this Contract are hereby incorporated by reference into this Contract and are considered a material part of this Contract. Should any provision(s) of this Contract (including any terms in any of the attachments and/or exhibits thereto and amendments thereof) be deemed to be in conflict with any other provision(s), the provisions shall be applied pursuant to the priority set forth in Part 1 (Order of Preference of Documents) of the Governor's Office of Storm Recovery Supplementary Conditions for Contracts.

WHEREAS, the services of the Consultant for such proposed work constitute personal services; and

NOW, THEREFORE THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

I. Subject to the direction and control of the Commissioner of Engineering of the Town, and in accordance with the Engineering Department Policies for the Preparation of Contract Documents and Design of Roadway and Storm Drainage Projects, the Consultant agrees to perform the following work:

Project Description

As described in the applications for the Oceanside Drainage Improvements accepted by GOSR on November 2, 2015, the Town of Hempstead will use CDBG-DR funds to implement the design and construction of recommended drainage improvements resulting from the Oceanside Drainage Improvement Plan. This RFP proposes in two separate projects to raise selected roads in the hamlet of Oceanside. The Moreland Road area project will include portions of Louis Place, Stanton Place, Fir Place, Grove Place and Moreland Ave. The Royal Avenue project will raise a portion of Royal Avenue at the head of Reed Channel. in accordance with the Universal Relocation Act (URA), bidding, construction administration and inspection of this project, in accordance with HUD and GOSR requirements and timetables.

Scope of Work

The Consultant will assist the Town with all basic services necessary for design, bidding, and construction administration in accordance with the approach and methodology as detailed in the Consultant's technical proposal dated February 23, 2018.

II. TERMS OF COMPENSATION

A. The Town shall pay the Consultant for services under the tasks listed in Section I of this agreement in accordance with the following schedule:

Task 1 - Topographic and Boundary/Right-of-Way Survey.....	\$ 64,000.00
Easement Maps.....	\$ 24,000.00*
Task 2 - Geotechnical Investigation.....	\$ 7,000.00
▪ Soil borings	
▪ Laboratory testing	
▪ Engineering report	
Task 3 - Design Report .....	\$ 7,400.00
Task 4 - Design/Contract Documents.....	\$ 98,000.00
Task 5 – Bidding.....	\$ 2,600.00



Task 6 - Construction Administration .....	\$ 21,000.00
Task 7 - Construction Observation .....	\$ 73,000.00**
Reimbursable Expenses	
▪ Reprographics .....	\$ 1,000.00
<b>Total Fee .....</b>	<b>\$298,000.00</b>

\*Fee based on the preparation of one easement map for each property on roads that will be elevated (32 properties)

\*\*Construction observation based on 680 hours (40 hours per week for 17 weeks)

The Consultant will be reimbursed in the lump sum amounts shown above for Tasks 1-6. Partial payments for these tasks will be based upon percent of completion as determined by the Commissioner. Task 7 is to be billed on a time card basis, not to exceed. For Construction Inspection services the following bill rate schedule, with a maximum multiplier of 2.2 included, shall not be exceeded:

Nicet II	75 \$/hr
Nicet III	100 \$/hr
Nicet IV	125 \$/hr
PM-Engineer	150 \$/hr
Principal	175 \$/hr

A design schedule, including but not limited to the preparation of preliminary design or 10% and 30% Schematic design; design development or 60% design; draft final or 90% design and 100% construction documents or Final Contract Documents, with all the critical completion dates for the above tasks, shall be prepared by the Consultant and approved by the Town and GOSR. If the design task is not achieved by the Consultant by the agreed to schedule deadlines, to the acceptance of the Town, payment will be withheld according to the payment schedule included in Section II. TERMS OF COMPENSATION. During the design phase, H2M staff will attend one public meeting with affected homeowners to review proposed improvements on private property

The tasks include associated non-salaried costs such as reproduction of plans for utility and review submittals, draft and final reports, specifications and/or other miscellaneous items submitted for review to either the Town or private utility companies.

III. Payments under Section II hereof shall be billed monthly by the Consultant.

A. All claims for payment shall be made on claim forms furnished by the Town Comptroller, certified as approved by the Commissioner of Engineering.

IV. It is understood and agreed that the Town reserves the right to progress actual construction in such sequence and manner as it deems desirable.

V. All drawings and specifications submitted to the Town for final acceptance shall be accompanied by all necessary applications, certificates or approvals from all Town, County, State, Federal or other municipal departments having jurisdiction over any phase of the work. Submission to such agencies shall be made by the Consultant in the name of the town unless otherwise notified.

VI. In the event that any claim is made or any action brought on any aspect other than the design concept of a construction contract in any way relating to the plans and specifications drawn by the Consultant, the Consultant will diligently render to the Town any and all assistance that the Town may require of the Consultant. If any specific services are required under this Section, the Town shall reimburse the Consultant at its current hourly rates. None of the above shall be deemed in any way a waiver of the Consultant's responsibility for the integrity of their plans, specifications and construction supervision.

The Consultant agrees that he will comply with any and all applicable Federal, New York State and local laws, ordinances, statutes, rules and regulations and agrees to be responsible for and save the Town harmless from any and all claims, damages, costs and expenses arising from the Consultant's negligent acts or omissions in 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.

VII. In addition to the foregoing services performed by the Consultant in relation to the above project, the Town may also utilize the services of the Consultant on work not specifically described herein. The nature and scope of such special services shall be described in a letter from the Commissioner of Engineering to the Consultant, directing him to proceed with any work as may be authorized by the Town Board.

VIII. The Consultant's compensation shall be paid by the Town out of such moneys appropriated by the Town for the purposes herein provided. Members of any board, any other officer or agent duly authorized to act for and on behalf of the Town shall not, by virtue of such authority or action, be personally liable in any manner whatsoever to the Consultant.

IX. The acceptance by the Consultant or any person claiming under the Consultant, of any payment made on the final payment claim under this contract, shall operate on and shall be a release to the Town from all claims and liability to the Consultant, his successors, legal representatives and assigns, for anything done or furnished under or by the provisions of this contract.

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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.

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538 Broad Hollow Road, 4th Floor East  
Melville, New York 11747-2188**

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XIV. 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 contract. 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.

XV. The Town shall have the right to terminate this contract at its pleasure and pay for the services rendered by the Consultant to the date of the contract termination

XVI. In the event it is discovered at any phase of design that the estimated Total Project Construction Cost of the work is in excess of the Approved Construction Budget, or the bids

received are in excess of the Approved Construction Budget, the Consultant shall revise, at its own cost and expense, all or any part of the Schematic Deliverables, the Design Development Deliverables, the Construction Documents or the Bid Documents necessary to bring the estimated Total Project Construction Cost within the Approved Construction Budget. In order to reduce the estimated Total Project Construction Cost to the Approved Construction Budget, the Consultant shall, in addition to the above, at the Town's request and at no additional cost to the Town, (i) provide value engineering to reduce the estimated Total Project Construction Cost to the Approved Construction Budget; (ii) assist the Town in redefining the scope of the Project; (iii) incorporate all scope reductions and Project modifications into the modified Schematic Deliverables, Design Development Deliverables, Construction Documents or Bid Documents; and (iv) develop and incorporate bid alternates into the Construction Documents and Bid Documents.

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- Exhibit A - Supplementary Conditions for Contracts (Exhibit E, 32 pages)
- Exhibit B - CDBG-DR Funded Professional Services Agreements in the NY Rising Community Reconstruction Program (1 page)
- Exhibit C - Insurance requirements
- Exhibit D - Project Timeline
- Exhibit E - Subrecipient Contractor Utilization Plan
- Exhibit F - Section 3 Contractor Plan

IN WITNESS WHEREOF, the parties have duly executed this agreement the day and year first above written.


TOWN OF HEMPSTEAD


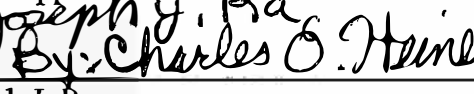
By: \_\_\_\_\_  
Douglas L. Tuman, P.E., Esq.  
Commissioner of Engineering

H2M ARCHITECTS, ENGINEERS, LAND SURVEYING  
AND LANDSCAPE ARCHITECTURE, D.P.C.

By:  \_\_\_\_\_  
Michael W. Keffer, P.E., LEED AP  
Vice President

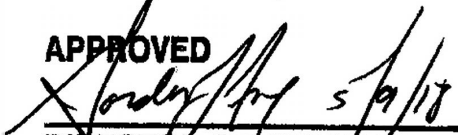
Reviewed for content by:

 \_\_\_\_\_ Date: 5/9/18  
Jeffrey M. Tierney  
Deputy Commissioner of Engineering

Form Approved:  
  
By:  \_\_\_\_\_ Date: 5/9/18  
Joseph J. Ra  
Town Attorney

Approved:

\_\_\_\_\_ Date \_\_\_\_\_  
Kevin Conroy  
Town Comptroller

**APPROVED**  
 5/9/18  
**DIRECTOR OF PURCHASING**

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018 before me personally came DOUGLAS L. TUMAN, P.E., ESQ., of the ENGINEERING DEPARTMENT of the TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK, who being by me duly sworn did depose and say that he resides at

\_\_\_\_\_ that he is the COMMISSIONER of the DEPARTMENT OF ENGINEERING 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 9<sup>th</sup> day of May, 2018 before me personally came MICHAEL W. KEFFER, P.E., LEED AP to me known and known to me, who, being by me by me duly sworn did depose and say that he resides at 52 Highwood Road, Oyster Bay, NY 11771 and that he is the VICE PRESIDENT of the H2M ARCHITECTS, ENGINEERS, LAND SURVEYING AND LANDSCAPE ARCHITECTURE, D.P.C., described in and which executed the foregoing instrument; that he knows the seal of said Corporation, that the seal affixed to said instrument is such seal; that it was so affixed by order said Corporation and that he signed his name thereto by like order.

*Christine Woodson*  
 Notary Public, State of New York

**CHRISTINE E. WOODSON**  
 Notary Public - State of New York  
 No. 01WO6100496  
 Qualified in Queens County  
 Commission Expires Oct. 20, 2019

EXHIBIT A

SUPPLEMENTARY CONDITIONS FOR CONTRACTS

EXHIBIT B

CBDG-DR FUNDED PROFESSIONAL SERVICES AGREEMENTS IN THE NY RISING  
COMMUNITY RECONSTRUCTION PROGRAM (1 PAGE)



EXHIBIT C

INSURANCE REQUIREMENTS

A. Contractor shall procure and maintain without interruption, at its sole cost and expense, during the term of this Agreement (or any extensions thereof) and for a period of two years thereafter, insurance of the type, and with limits and deductibles, as follows:

- a. Commercial General Liability Insurance. Providing both bodily injury (including death) and property damage insurance with a limit not less than Two Million Dollars (\$2,000,000) in the aggregate and One Million Dollars (\$1,000,000) per occurrence. Such insurance is to be written on an occurrence basis with defense outside of limits. New York State, the New York State Housing Trust Fund Corporation, and the Subrecipient shall each be named as an additional insured.
- b. Automobile Liability and Property Damage Insurance. In an amount not less than One Million Dollars (\$1,000,000) combined single limit for both Bodily Injury and Property Damage.
- c. Professional Liability. If the Contractor is engaged in providing professional services under this Agreement, professional errors and omissions coverage with a limit not less than Two Million Dollars (\$2,000,000) in the aggregate and One Million Dollars (\$1,000,000) per occurrence. If the Contractor is not engaged in providing professional services under this Agreement, this professional errors and omissions coverage is not required.
- d. Worker's Compensation. Covering workers' compensation and employers' liability and disability benefits as required by the State of New York.
- e. Excess Liability Insurance. Not less than Eight Million Dollars (\$8,000,000) in the aggregate and per occurrence or per claim. This insurance shall be excess of the insurance in items 1, 2 and 3 above and shall be written on an occurrence and follow form basis. New York State, the New York State Housing Trust Fund Corporation, and the Subrecipient shall each be named as an additional insured for excess coverage with respect to the type of coverage set forth in item 1 above.

B. In addition to the foregoing, Contractor and any subcontractors shall procure and maintain any and all insurance which is required by any applicable current or future law, rule, regulation, ordinance, permit, license, order or other legal requirement.

C. All insurance shall be primary and non-contributory and shall waive subrogation against GOSR and the Subrecipient and all of either of their former, current, or future officers, directors, and employees. No deductible of more than \$50,000 shall be permitted without advance written approval by GOSR, which GOSR may withhold, condition or deny in its sole and exclusive discretion.

EXHIBIT D

PROJECT TIMELINE

EXHIBIT E

SUBRECIPIENT CONTRACTOR UTILIZATION PLAN

EXHIBIT F

SECTION 3 CONTRACTOR PLAN

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING EMPLOYMENT OF LiRo ENGINEERS INC. FOR CONSULTING SERVICES PERTINENT TO OCEANSIDE DRAINAGE IMPROVEMENTS & OCEANSIDE ROAD RAISING AT CARREL BOULEVARD AREA, TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK.

WHEREAS, the Town is eligible to apply for U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant-Disaster Recovery (CDBG-DR) funding for disaster recovery projects. Funding will be delivered through the NY Rising Community Reconstruction (NYRCR) Program, within the New York State Governor's Office of Storm Recovery (GOSR); and

WHEREAS, the Town has entered into a Subrecipient Agreement with GOSR for the purpose of implementing a NYRCR Project known as, Oceanside Drainage Improvements & Oceanside Road Raising at Carrel Boulevard Area; and

WHEREAS, the Town deems it desirable and necessary to obtain the services of a Consulting Engineer for the purpose of preparing the necessary studies, surveys, reports, permits, work easements, final design plans, bid documents, construction inspection and other engineering services pertinent to the aforementioned project; and

WHEREAS, the Department of Engineering, in accordance with the Town's procurement policy, advertised a Request for Qualifications on February 23, 2018, and conducted an evaluation of all proposals submitted, recommends award to LiRo Engineers Inc.; and

WHEREAS, the said LiRo Engineers Inc., having their principal office at 3 Aerial Way Syosset, NY 11797 are duly licensed and qualified as Professional Engineers under the laws of the State of New York; and

WHEREAS, the Consultant, LiRo Engineers Inc, herein submitted a Consulting Engineering Services Agreement on April 25, 2018 setting forth in detail the services to be performed, with a total amount not-to-exceed of \$475,113.25, representing that they are adequately staffed, skilled and experienced in the type of work proposed; and

WHEREAS, the said Agreement and all of its terms are deemed just and equitable and in the interest of the Town of Hempstead;

NOW, THEREFORE, BE IT

RESOLVED, that the Commissioner of The Department of Engineering is hereby authorized to execute, on behalf of the Town of Hempstead, the above referred to Agreement with LiRo Engineers Inc for consulting services pertinent to Oceanside Drainage Improvements & Oceanside Road Raising at Carrel Boulevard Area, Town of Hempstead, Nassau County, New York, and the Comptroller be authorized and directed to make payments of such sums as from time to time may be required pursuant to said Agreement, to be made out of and charged against Town funds to be reimbursed from GOSR.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

28

Case #

23468

# AGREEMENT FOR CONSULTING ENGINEER

**THIS AGREEMENT**, made this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between the **Town of Hempstead**, a municipal corporation of the State of New York, having its principal office at the Town Hall, Town Hall Plaza, Hempstead, New York, hereinafter referred to as the "TOWN" and **LiRo Engineers, Inc., 3 Aerial Way, Syosset, NY 11791** hereinafter referred to as the "CONSULTANT" **WITNESSETH:**

**WHEREAS**, The Town has entered into a Subrecipient Agreement with the Governor's Office of Storm Recovery for the purpose of implementing a NY Rising Community Reconstruction Program Project known as:

## OCEANSIDE DRAINAGE IMPROVEMENTS & OCEANSIDE ROAD RAISING AT CARREL BOULEVARD AREA

**WHEREAS**, the Town deems it desirable and necessary to obtain the services of a consulting engineer for the purpose of assisting the Town with all basic services necessary for design, bidding, and construction administration of the Oceanside Drainage Improvements and Oceanside Road Raising at Carrel Boulevard Area Project; and

**WHEREAS**, the Town is eligible to apply for U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant-Disaster Recovery (CDBG-DR) funding for disaster recovery projects. Funding will be delivered through the NY Rising Community Reconstruction (NYRCR) Program, within the New York State Governor's Office of Storm Recovery (GOSR). Accordingly, the Consultant is obligated to comply with applicable federal and state laws and regulations set forth in Exhibit E (Supplementary Contract Conditions), as well as with the Town's Procurement Policy and Procedures. In addition, the Consultant is obligated to comply with all municipal codes, ordinances, and regulations. This project is funded by and conceived through the NY Rising Community Reconstruction Program of the Governor's Office of Storm Recovery.

**WHEREAS**, the Consultant herein submitted an engineering services qualification technical and cost proposal on February 23, 2018 which is hereby made part of this agreement, representing that they are adequately staffed, skilled and experienced in the type of work proposed, and represents further that they are staffed with personnel who are duly licensed and qualified as Professional Engineers under the laws of the State of New York; and

**WHEREAS**, all attachments and exhibits to this Contract are hereby incorporated by reference into this Contract and are considered a material part of this Contract. Should any provision(s) of this Contract (including any terms in any of the attachments and/or exhibits thereto and amendments thereof) be deemed to be in conflict with any other provision(s), the provisions shall be applied pursuant to the priority set forth in Part 1 (Order of Preference of Documents) of the Governor's Office of Storm Recovery Supplementary Conditions for Contracts.

**WHEREAS**, the services of the Consultant for such proposed work constitute personal services; and

**NOW, THEREFORE THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:**

I. Subject to the direction and control of the Commissioner of Engineering of the Town, and in accordance with the Engineering Department Policies for the Preparation of Contract Documents and Design of Roadway and Storm Drainage Projects, the Consultant agrees to perform the following work:

As described in the applications for the Oceanside Drainage Improvements accepted by GOSR on November 2, 2015, the Town of Hempstead will use CDBG-DR funds to implement the design and construction of recommended drainage improvements resulting from the Oceanside Drainage Improvement Plan. This project proposes to raise portions of streets in the Carrel Boulevard area in the hamlet of Oceanside.

These improvements will address flooding issues due to low roadway elevation that contributed to flooding during Hurricane Irene and Superstorm Sandy. Alternative interventions, specifically green infrastructure solutions, will explored as well, if applicable.

LiRo will assist The Town of Hempstead with all basic services necessary for survey, design, bidding, construction administration, and construction inspection of this project, in accordance with the Universal Relocation Act (URA), HUD and GOSR requirements and timetables.

The location described in the table below have suffered monthly tidal flooding since Hurricane Irene and Superstorm Sandy struck in 2011 and 2012, respectively. Significant flooding also occurs during major rainstorms at high tide in many of these areas. This continual flooding directly affects the safety and quality of life in these communities and adversely impacts property values.

Scope of Work

The Consultant will assist the Town with all basic services necessary for design, bidding, and construction administration of the Oceanside Drainage Improvements and Oceanside road raising at Carrell Boulevard Area, in accordance with the Work Plan detailed in Consultant's technical proposal dated February 23, 2018.

II. TERMS OF COMPENSATION

A. The Town shall pay the Consultant for services under the tasks listed in Section I of this agreement in accordance with the following schedule:

Task 1	Surveying	\$ 122,706.80
Task 2	Design Report and Preliminary Plans	\$ 143,162.75
Task 3	Final Design	\$ 94,751.60
Task 4	Bidding Services	\$ 2,599.80
Task 5	Construction Support Services	\$ 21,779.20
Task 6	Construction Inspection Services	\$ 90,115.20

Allowances:

1. Printing \$ 1,500.00

**Total Fee \$ 476,615.35**

B. The above includes:

1. Gayron and Hirani subconsultants.
2. Three meetings with the TOH during Task 4 – Project Design.
3. Site inspections over a 120 day construction period during Task 6 – Construction Inspection Services.
4. Submittal of permit applications for NYSDEC, Coastal Management and Army Corps of Engineers.

C. The above does not include:

1. Permit application fees.

The Consultant will be reimbursed in the lump sum amounts shown above for Tasks 1-5. Partial payments for these tasks will be based upon percent of completion as determined by the Commissioner. \*Task 6 is to be billed on a time card basis, not to exceed. For Construction Inspection services the following bill rate schedule, with a maximum multiplier of 2.1 included, shall not be exceeded:



NICET II	75 \$/hr
NICET III	100 \$/hr
NICET IV	125 \$/hr
PM-Engineer	150 \$/hr
Principal	175 \$/hr

A design schedule, including but not limited to the preparation of preliminary design or 10% and 30% Schematic design; design development or 60% design; draft final or 90% design and 100% construction documents or Final Contract Documents, with all the critical completion dates for the above tasks, shall be prepared by the Consultant and approved by the Town and GOSR. If the design task is not achieved by the Consultant by the agreed to schedule deadlines, to the acceptance of the Town, payment will be withheld according to the payment schedule included in Section II. TERMS OF COMPENSATION.

The tasks include associated non-salaried costs such as reproduction of plans for utility and review submittals, draft and final reports, specifications and/or other miscellaneous items submitted for review to either the Town or private utility companies.

III. Payments under Section II hereof shall be billed monthly by the Consultant.

A. All claims for payment shall be made on claim forms furnished by the Town Comptroller, certified as approved by the Commissioner of Engineering.

IV. It is understood and agreed that the Town reserves the right to progress actual construction in such sequence and manner as it deems desirable.

V. All drawings and specifications submitted to the Town for final acceptance shall be accompanied by all necessary applications, certificates or approvals from all Town, County, State, Federal or other municipal departments having jurisdiction over any phase of the work. Submission to such agencies shall be made by the Consultant in the name of the town unless otherwise notified.

VI. In the event that any claim is made or any action brought on any aspect other than the design concept of a construction contract in any way relating to the plans and specifications drawn by the Consultant, the Consultant will diligently render to the Town any and all assistance that the Town may require of the Consultant. If any specific services are required under this Section, the Town shall reimburse the Consultant at the rates outlined in Section II. None of the above shall be deemed in any way a waiver of the Consultant's responsibility for the integrity of their plans, specifications and construction supervision.

The Consultant agrees that he will comply with any and all applicable Federal, New York State and local laws, ordinances, statutes, rules and regulations and agrees to be responsible for and save the Town harmless from any and all claims, damages, costs and expenses arising from the Consultant's negligent acts or omissions in 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.

VII. In addition to the foregoing services performed by the Consultant in relation to the above project, the Town may also utilize the services of the Consultant on work not specifically described herein. The nature and scope of such special services shall be described in a letter from the Commissioner of Engineering to the Consultant, directing him to proceed with any work as may be authorized by the Town Board.

VIII. The Consultant's compensation shall be paid by the Town out of such moneys appropriated by the Town for the purposes herein provided. Members of any board, any other officer or agent duly authorized to act for and on behalf of the Town shall not, by virtue of such authority or action, be personally liable in any manner whatsoever to the Consultant.

IX. The acceptance by the Consultant or any person claiming under the Consultant, of any payment made on the final payment claim under this contract, shall operate on and shall be a release to the Town from all claims and liability to the Consultant, his successors, legal representatives and assigns, for anything done or furnished under or by the provisions of this contract.

X. Non-Discrimination

The Consultant will not discriminate against any employee or applicant for employment because of race, creed, color or national origin. The Consultant will take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and the Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Town setting forth the provisions of this non-discrimination clause.

In all solicitations or advertisements for employees placed by or on behalf of the Consultant, the words "EQUAL OPPORTUNITY EMPLOYER" shall appear in type twice as large as that used in the body of the advertisement.

XI. 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.

XII. Since it is intended to secure the personal services of:

**LiRo Engineers, Inc.  
3 Aerial Way  
Syosset, NY 11797**

as Consultant, this contract shall not be assigned, sublet or transferred, nor shall there be any changes in corporate officers, without the written consent of the Town.

XIII. 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 contract. 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 contract, and shall determine every question which may arise relative to the fulfillment of this contract on the part of the Consultant, and his estimate and decision shall be final, conclusive, and binding upon the Consultant.

XIV. 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 contract. 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.

XV. The Town shall have the right to terminate this contract at its pleasure and pay for the services rendered by the Consultant to the date of the contract termination

XVI. In the event it is discovered at any phase of design that the estimated Total Project Construction Cost of the work is in excess of the Approved Construction Budget, or the bids received are in excess of the Approved Construction Budget, the Consultant shall revise, at its own cost and expense, all or any part of the Schematic Deliverables, the Design Development Deliverables, the Construction Documents or the Bid Documents necessary to bring the estimated Total Project Construction Cost within the Approved Construction Budget. In order to reduce the estimated Total Project Construction Cost to the Approved Construction Budget, the Consultant shall, in addition to the above, at the Town's request and at no additional cost to the Town, (i) provide value engineering to reduce the estimated Total Project Construction Cost to the Approved Construction Budget; (ii) assist the Town in redefining the scope of the Project; (iii) incorporate all scope reductions and Project modifications into the modified Schematic Deliverables, Design Development Deliverables, Construction Documents or Bid Documents; and (iv) develop and incorporate bid alternates into the Construction Documents and Bid Documents.

XVII. Funding Program Requirements: Program requirements related to the Governor's Office of Storm Recovery are hereby made part of this agreement and are included as Exhibits

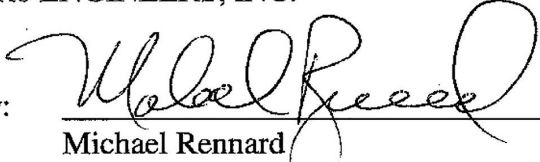
- Exhibit A - Supplementary Conditions for Contracts (Exhibit E, 32 pages)
- Exhibit B - CDBG-DR Funded Professional Services Agreements in the NY Rising Community Reconstruction Program (1 page)
- Exhibit C - Insurance requirements
- Exhibit D - Project Timeline or Milestones
- Exhibit E - Subrecipient Contractor Utilization Plan
- Exhibit F - Section 3 Contractor Plan

**IN WITNESS WHEREOF**, the parties have duly executed this agreement the day and year first above written.

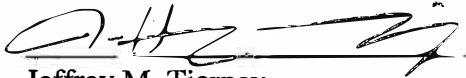
TOWN OF HEMPSTEAD

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

LiRo ENGINEERS, INC.



By:  \_\_\_\_\_  
Michael Rennard  
Vice President

Reviewed for content by:

 \_\_\_\_\_  
Jeffrey M. Tierney  
Deputy Commissioner of Engineering

Date: 5-10-18

Form Approved:

  
  
\_\_\_\_\_

Date: 5/14/18

Joseph J. Ra  
Town Attorney

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, P.E., ESQ., of the ENGINEERING DEPARTMENT of the  
TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK, who being by me duly sworn  
did depose and say that he resides at

\_\_\_\_\_ that he is the  
COMMISSIONER of the DEPARTMENT OF ENGINEERING 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 \_\_\_\_\_, 2015 before me personally came \_\_\_\_\_ to me known and known to me, who, being by me by me duly sworn did depose and say that he resides at \_\_\_\_\_ and that he is the \_\_\_\_\_ of the \_\_\_\_\_ described in and which executed the foregoing instrument; that he knows the seal of said \_\_\_\_\_, that the seal affixed to said instrument is such seal; that it was so affixed by order said \_\_\_\_\_, and that he signed his name thereto by like order.

\_\_\_\_\_  
Notary Public, State of New York

EXHIBIT A

SUPPLEMENTARY CONDITIONS FOR CONTRACTS

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING EMPLOYMENT OF CASHIN ASSOCIATES P.C. ENGINEERING P.C. FOR CONSULTING SERVICES PERTINENT TO OCEANSIDE DRAINAGE IMPROVEMENTS- OCEANSIDE DETENTION SYSTEMS, TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK.

WHEREAS, the Town is eligible to apply for U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant–Disaster Recovery (CDBG-DR) funding for disaster recovery projects. Funding will be delivered through the NY Rising Community Reconstruction (NYRCR) Program, within the New York State Governor’s Office of Storm Recovery (GOSR); and

WHEREAS, the Town has entered into a Subrecipient Agreement with GOSR for the purpose of implementing a NYRCR Project known as ,Oceanside Drainage Improvements- Oceanside Detention Systems; and

WHEREAS, the Town deems it desirable and necessary to obtain the services of a Consulting Engineer for the purpose of preparing the necessary studies, surveys, reports, permits, work easements, final design plans, bid documents, construction inspection and other engineering services pertinent to the aforementioned project; and

WHEREAS, the Department of Engineering, in accordance with the Town’s procurement policy, advertised a Request for Qualifications on January 31, 2018, and conducted an evaluation of all proposals submitted, recommends award to Cashin Associates, P.C (“the Consultant”); and

WHEREAS, the Consultant, having its principal office at 1200 Veterans Memorial Highway Happaugue, NY 11788 are duly licensed and qualified Professional Engineering firm under the laws of the State of New York; and

WHEREAS, the Consultant, herein submitted a Consulting Engineering Services Agreement on April 27, 2018 setting forth in detail the services to be performed, with a total amount not-to-exceed of \$114,688.00 representing that it is adequately staffed, skilled and experienced in the type of work proposed; and

WHEREAS, the said Agreement and all of its terms are deemed just and equitable and in the interest of the Town of Hempstead;

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board authorizes the Commissioner of the Department of Engineering to execute, on behalf of the Town of Hempstead, the above referred to Agreement with Cashin Associates, P.C. for consulting services pertinent to Oceanside Drainage Improvements- Oceanside Detention System, Town of Hempstead, Nassau County, New York; and be it further

RESOLVED, and the Comptroller be authorized and directed to make payments of such sums as from time to time may be required pursuant to said Agreement, to be made out of and charged against Town funds to be reimbursed from GOSR.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

29

Case #

15294

# **AGREEMENT FOR CONSULTING ENGINEER**

**THIS AGREEMENT**, made this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the **Town of Hempstead**, a municipal corporation of the State of New York, having its principal office at the Town Hall, Town Hall Plaza, Hempstead, New York, hereinafter referred to as the "TOWN" and **Cashin Associates, P.C.**, 1200 Veterans Memorial Highway, Hauppauge, NY 11788, hereinafter referred to as the "CONSULTANT" **WITNESSETH:**

**WHEREAS**, The Town has entered into a Subrecipient Agreement with the Governor's Office of Storm Recovery for the purpose of implementing a NY Rising Community Reconstruction Program Project known as:

## **OCEANSIDE DRAINAGE IMPROVEMENTS OCEANSIDE DETENTION SYSTEMS & INLETS**

**WHEREAS**, the Town deems it desirable and necessary to obtain the services of a consulting engineer for the purpose of assisting the Town with all basic services necessary for design, bidding, and construction administration of the Oceanside Drainage Improvements Project; and

**WHEREAS**, the Town is eligible to apply for U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant-Disaster Recovery (CDBG-DR) funding for disaster recovery projects. Funding will be delivered through the NY Rising Community Reconstruction (NYRCR) Program, within the New York State Governor's Office of Storm Recovery (GOSR). Accordingly, the Consultant is obligated to comply with applicable federal and state laws and regulations set forth in Exhibit E (Subrecipient Contractor Utilization Plan), as well as with the Town's Procurement Policy and Procedures. In addition, the Consultant is obligated to comply with all municipal codes, ordinances, and regulations. This project is funded by and conceived through the NY Rising Community Reconstruction Program of the Governor's Office of Storm Recovery.

**WHEREAS**, the Consultant herein submitted an engineering services qualification technical and cost proposal on February 23, 2018 which is hereby made part of this agreement, representing that they are adequately staffed, skilled and experienced in the type of work proposed, and represents further that they are staffed with personnel who are duly licensed and qualified as Professional Engineers under the laws of the State of New York; and

**WHEREAS**, all attachments and exhibits to this Contract are hereby incorporated by reference into this Contract and are considered a material part of this Contract. Should any provision(s) of this Contract (including any terms in any of the attachments and/or exhibits thereto and amendments thereof) be deemed to be in conflict with any other provision(s), the provisions shall be applied pursuant to the priority set forth in Part 1 (Order of Preference of Documents) of the Governor's Office of Storm Recovery Supplementary Conditions for Contracts.



**WHEREAS**, the services of the Consultant for such proposed work constitute personal services; and

**NOW, THEREFORE THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:**

I. Subject to the direction and control of the Commissioner of Engineering of the Town, and in accordance with the Engineering Department Policies for the Preparation of Contract Documents and Design of Roadway and Storm Drainage Projects, the Consultant agrees to perform the following work:

Project Description

This project proposes improvements to inlets and a detention system in the hamlet of Oceanside. These improvements will address storm water drainage issues that occurred during Hurricane Irene and Superstorm Sandy, per the following Scope of Services included in the RFP.

<b>Location</b>	<b>Estimated Cost</b>	<b>Drainage Issues</b>	<b>Solution</b>
Moore and Fulton Avenue	\$780,000.00	Roadway flooding due to insufficient system capacity	Install detention system at intersection of Moore Ave. and Fulton Ave. with tidal Check Valve
Hampton Road	\$204,000.00	Roadway flooding due to insufficient system capacity	Expand drainage system/install additional inlets on Hampton Rd.
Perry Avenue	\$204,000.00	Roadway flooding due to insufficient system capacity	Expand drainage system/install additional inlets on Perry Ave.

Scope of Services

The Consultant will assist the Town with all basic services necessary for design, bidding, and construction administration of the Oceanside Drainage Improvements Project, in accordance with the Work Plan detailed in Consultant's technical proposal dated February 23, 2018.

**II. TERMS OF COMPENSATION**

A. The Town shall pay the Consultant for services under the tasks listed in the proposal in accordance with the following schedule:

Preliminary Phase (Proposal Tasks 1, 2, 9, 10, 11)	\$ 49,282.50
Design Phase (Proposal Tasks 3, 4, 5, 6, 7, 8)	\$ 32,342.00
Construction Phase (Proposal Tasks 12, 14)	\$ 13,463.00

B. The above includes:

1. Topographic survey by Gayron DeBruin in the amount of \$17,500 under Task 2.
2. Soil boring driller subcontractor in the amount of \$7,000 under Task 2.
3. Three meetings with the TOH during Tasks 3, 4, 5 – Design Phase.
4. Four progress meetings and four site visits during Task 12 – Construction Management Services.
5. Submittal of permit applications for NYSDEC, Coastal Management and Army Corps of Engineers, if required.

C. The above does not include:

1. Permit application fees.

The Consultant will be reimbursed in the lump sum amounts shown above. Partial payments for these tasks will be based upon percent of completion as determined by the Commissioner. CA Task 13 is to be billed on a time card basis, not to exceed. For Construction Inspection services the following bill rate schedule, with a maximum multiplier of 2.5 included, shall not be exceeded:

NICET II	\$175/hr.
NICET III	\$175/hr.
NICET IV	\$175/hr.
PM-Engineer	\$175/hr.
Principal	\$175/hr.

A design schedule, including but not limited to the preparation of preliminary design or 10% and 30% Schematic design; design development or 60% design; draft final or 90% design and 100% construction documents or Final Contract Documents, with all the critical completion dates for the above tasks, shall be prepared by the Consultant and approved by the Town and GOSR.

The tasks include associated non-salaried costs such as reproduction of plans for utility and review submittals, draft and final reports, specifications and/or other miscellaneous items submitted for review to either the Town or private utility companies.

III. Payments under Section II hereof shall be billed monthly by the Consultant.

A. All claims for payment shall be made on claim forms furnished by the Town Comptroller, certified as approved by the Commissioner of Engineering.

IV. It is understood and agreed that the Town reserves the right to progress actual construction in such sequence and manner as it deems desirable.

V. All drawings and specifications submitted to the Town for final acceptance shall be accompanied by all necessary applications, certificates or approvals from all Town, County, State, Federal or other municipal departments having jurisdiction over any phase of the work. Submission to such agencies shall be made by the Consultant in the name of the town unless otherwise notified.

VI. In the event that any claim is made or any action brought on any aspect other than the design concept of a construction contract in any way relating to the plans and specifications drawn by the Consultant, the Consultant will diligently render to the Town any and all assistance that the Town may require of the Consultant. If any specific services are required under this Section, the Town shall reimburse the Consultant at the rates outlined in Section II. None of the above shall be deemed in any way a waiver of the Consultant's responsibility for the integrity of their plans, specifications and construction supervision.

The Consultant agrees that he will comply with any and all applicable Federal, New York State and local laws, ordinances, statutes, rules and regulations and agrees to be responsible for and save the Town harmless from any and all claims, damages, costs and expenses arising from the Consultant's negligent acts or omissions in 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.

VII. In addition to the foregoing services performed by the Consultant in relation to the above project, the Town may also utilize the services of the Consultant on work not specifically described herein. The nature and scope of such special services shall be described in a letter from the Commissioner of Engineering to the Consultant, directing him to proceed with any work as may be authorized by the Town Board.

VIII. The Consultant's compensation shall be paid by the Town out of such moneys appropriated by the Town for the purposes herein provided. Members of any board, any other officer or agent duly authorized to act for and on behalf of the Town shall not, by virtue of such authority or action, be personally liable in any manner whatsoever to the Consultant.

IX. The acceptance by the Consultant or any person claiming under the Consultant, of any payment made on the final payment claim under this contract, shall operate on and shall be a release to the Town from all claims and liability to the Consultant, his successors, legal representatives and assigns, for anything done or furnished under or by the provisions of this contract.

#### X. Non-Discrimination

The Consultant will not discriminate against any employee or applicant for employment because of race, creed, color or national origin. The Consultant will take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and the Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Town setting forth the provisions of this non-discrimination clause.

In all solicitations or advertisements for employees placed by or on behalf of the Consultant, the words "EQUAL OPPORTUNITY EMPLOYER" shall appear in type twice as large as that used in the body of the advertisement.

XI. 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.

XII. Since it is intended to secure the personal services of:

**Cashin Associates, P.C.  
1200 Veterans Memorial Highway  
Hauppauge, New York 11788**

as Consultant, this contract shall not be assigned, sublet or transferred, nor shall there be any changes in corporate officers, without the written consent of the Town.

XIII. 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 contract. 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 contract, and shall determine every question which may arise relative to the fulfillment of this contract on the part of the Consultant, and his estimate and decision shall be final, conclusive, and binding upon the Consultant.

XIV. 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 contract. 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.

XV. The Town shall have the right to terminate this contract at its pleasure and pay for the services rendered by the Consultant to the date of the contract termination

XVI. In the event it is discovered at any phase of design that the estimated Total Project Construction Cost of the work is in excess of the Approved Construction Budget, or the bids received are in excess of the Approved Construction Budget, the Consultant shall revise all or any part of the Schematic Deliverables, the Design Development Deliverables, the Construction Documents or the Bid Documents necessary to bring the estimated Total Project Construction Cost within the Approved Construction Budget. In order to reduce the estimated Total Project Construction Cost to the Approved Construction Budget, the Consultant shall, in addition to the above, at the Town's request, (i) provide value engineering to reduce the estimated Total Project Construction Cost to the Approved Construction Budget; (ii) assist the Town in redefining the scope of the Project; (iii) incorporate all scope reductions and Project modifications into the

modified Schematic Deliverables, Design Development Deliverables, Construction Documents or Bid Documents; and (iv) develop and incorporate bid alternates into the Construction Documents and Bid Documents. Consultant shall be compensated for revisions to the Scope and to the Contract Bid Documents.

XVII. Funding Program Requirements: Program requirements related to the Governor's Office of Storm Recovery are hereby made part of this agreement and are included as Exhibits

- Exhibit A - Supplementary Conditions for Contracts (GOSR Exhibit E, 32 pages)
- Exhibit B - CDBG-DR Funded Professional Services Agreements in the NY Rising Community Reconstruction Program (1 page)
- Exhibit C - Insurance requirements
- Exhibit D - Project Timeline or Milestones
- Exhibit E - Subrecipient Contractor Utilization Plan
- Exhibit F - Section 3 Contractor Plan

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

**CASHIN ASSOCIATES, P.C.**

By: \_\_\_\_\_  
James A. Gladysz, P.E.  
Senior Vice President

Reviewed for content by:

\_\_\_\_\_  
Jeffrey M. Tierney  
Deputy Commissioner of Engineering  
Date: 5-15-18

Form Approved:

By: Joseph J. Ra  
Charles O. Heine Date: 5/16/18  
Joseph J. Ra  
Town Attorney

Approved:

\_\_\_\_\_  
Kevin Conroy  
Town Comptroller  
Date \_\_\_\_\_

STATE OF NEW YORK)

)s.:

COUNTY OF NASSAU )

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ before me personally came DOUGLAS L. TUMAN, P.E., ESQ., of the ENGINEERING DEPARTMENT of the TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK, who being by me duly sworn did depose and say that he resides at \_\_\_\_\_

\_\_\_\_\_ that he is the COMMISSIONER of the DEPARTMENT OF ENGINEERING 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 )

*Suffolk*

On this 11 day of May, 2018 before me personally came James Glalyz to me known and known to me, who, being by me by me duly sworn did depose and say that he resides at 4 Shelter Harbor Ct, Wading River, NY and that he is the Sr. V/P/Secretary of the Cashin Associates, PC described in and which executed the foregoing instrument; that he knows the seal of said Cashin Associates, PC, that the seal affixed to said instrument is such seal; that it was so affixed by order said James Glalyz, and that he signed his name thereto by like order.

*Kathleen Kelly*  
\_\_\_\_\_  
Notary Public, State of New York

KATHLEEN KELLY  
NOTARY PUBLIC, State of New York  
No. 01KES082571  
Qualified in Suffolk County  
Commission Expires July 28, 2021

EXHIBIT A

SUPPLEMENTARY CONDITIONS FOR CONTRACTS

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING EMPLOYMENT OF de BRUIN ENGINEERING P.C .FOR CONSULTING SERVICES PERTINENT TO OCEANSIDE DRAINAGE IMPROVEMENTS, TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK.**

WHEREAS, the Town is eligible to apply for U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant–Disaster Recovery (CDBG-DR) funding for disaster recovery projects. Funding will be delivered through the NY Rising Community Reconstruction (NYRCR) Program, within the New York State Governor’s Office of Storm Recovery (GOSR); and

WHEREAS, the Town has entered into a Subrecipient Agreement with GOSR for the purpose of implementing a NYRCR Project known as, Oceanside Drainage Improvements- Oceanside Pipes; and

WHEREAS, the Town deems it desirable and necessary to obtain the services of a Consulting Engineer for the purpose of preparing the necessary studies, surveys, reports, permits, work easements, final design plans, bid documents, construction inspection and other engineering services pertinent to the aforementioned project; and

WHEREAS, the Department of Engineering, in accordance with the Town’s procurement policy, advertised a Request for Qualifications on February 23, 2018, and conducted an evaluation of all proposals submitted, recommends award to de Bruin Engineering, P.C, (“the Consultant”); and

WHEREAS, the Consultant., having their principal office at 11 Union Avenue Bethpage, NY 11714 are duly licensed and qualified as Professional Engineers under the laws of the State of New York; and

WHEREAS, the Consultant, submitted a Consulting Engineering Services Agreement on April 27, 2018 setting forth in detail the services to be performed, with a total amount not-to-exceed of \$423,000.00 representing it is adequately staffed, skilled and experienced in the type of work proposed; and

WHEREAS, the said Agreement and all of its terms are deemed just and equitable and in the interest of the Town of Hempstead;

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board authorizes the Commissioner of the Department of Engineering to execute, on behalf of the Town of Hempstead, the above referred to Agreement with de Bruin Engineering, P.C. for consulting services pertinent to Oceanside Drainage Improvements- Oceanside Pipes, Town of Hempstead, Nassau County, New York; and be it further

RESOLVED, the Comptroller be authorized and directed to make payments of such sums as from time to time may be required pursuant to said Agreement, to be made out of and charged against Town funds to be reimbursed from GOSR.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

30

Case #

11502



# **AGREEMENT FOR CONSULTING ENGINEER**

**THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the **Town of Hempstead**, a municipal corporation of the State of New York, having its principal office at the Town Hall, Town Hall Plaza, Hempstead, New York, hereinafter referred to as the "TOWN" and **de Bruin Engineering, P.C.**, 11 Union Ave, Bethpage, NY 11714 hereinafter referred to as the "CONSULTANT" **WITNESSETH:**

**WHEREAS**, The Town has entered into a Subrecipient Agreement with the Governor's Office of Storm Recovery for the purpose of implementing a NY Rising Community Reconstruction Program Project known as:

## **OCEANSIDE DRAINAGE IMPROVEMENTS – OCEANSIDE PIPES**

**WHEREAS**, the Town deems it desirable and necessary to obtain the services of a consulting engineer for the purpose of assisting the Town with all basic services necessary for design, bidding, and construction administration of the Oceanside Drainage Improvements; and

**WHEREAS**, the Town is eligible to apply for U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant-Disaster Recovery (CDBG-DR) funding for disaster recovery projects. Funding will be delivered through the NY Rising Community Reconstruction (NYRCR) Program, within the New York State Governor's Office of Storm Recovery (GOSR). Accordingly, the Consultant is obligated to comply with applicable federal and state laws and regulations set forth in Exhibit E (Supplementary Contract Conditions), as well as with the Town's Procurement Policy and Procedures. In addition, the Consultant is obligated to comply with all municipal codes, ordinances, and regulations. This project is funded by and conceived through the NY Rising Community Reconstruction Program of the Governor's Office of Storm Recovery.

**WHEREAS**, the Consultant herein submitted an engineering services qualification technical and cost proposal on January 18, 2017 which is hereby made part of this agreement, representing that they are adequately staffed, skilled and experienced in the type of work proposed, and represents further that they are staffed with personnel who are duly licensed and qualified as Professional Engineers under the laws of the State of New York; and

**WHEREAS**, all attachments and exhibits to this Contract are hereby incorporated by reference into this Contract and are considered a material part of this Contract. Should any provision(s) of this Contract (including any terms in any of the attachments and/or exhibits thereto and amendments thereof) be deemed to be in conflict with any other provision(s), the provisions shall be applied pursuant to the priority set forth in Part 1 (Order of Preference of Documents) of the Governor's Office of Storm Recovery Supplementary Conditions for Contracts.

**WHEREAS**, the services of the Consultant for such proposed work constitute personal services; and

**NOW, THEREFORE THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:**

I. Subject to the direction and control of the Commissioner of Engineering of the Town, and in accordance with the Engineering Department Policies for the Preparation of Contract Documents and Design of Roadway and Storm Drainage Projects, the Consultant agrees to perform the following work:

Project Description

The intent of this project is to improve existing drainage systems to accommodate 10 year storms and relieve storm water flooding that occurs at the following locations in Oceanside:

Derby Drive South – Derby Drive South has two (2) low points that flood.

Beverly Road and Stanley Place – A low point at the intersection of Beverly Road and Stanley Place.

Lawson Boulevard – Lawson Boulevard between Weidner Avenue and Powell Creek

Sieffert Court – Sieffert Court between Mount Avenue and Southard Avenue

Fourth Street south of Henrietta Avenue

Scope of Work

The Consultant will assist the Town with all basic services necessary for design, public meetings (2), bidding, and construction administration of the Oceanside Drainage Improvements, in accordance with the Work Plan detailed in Consultant's technical proposal dated February 23, 2018. For each location the Town will provide the consultant with the watershed limits and drainage system data (catch basin and manhole locations, pipe sizes and inverts) developed in the report titled "Oceanside Drainage Improvement Plan, September 2016" prepared by H2M Architects + Engineers.

II. TERMS OF COMPENSATION

A. The Town shall pay the Consultant for services under the tasks listed in Section I of this agreement in accordance with the following schedule:

Task #	Task	Fee
1	Survey	\$64,000.00
2	30% Design	\$44,000.00
3	60% Design	\$44,000.00
4	90% Design and permitting	\$54,000.00
5	100% Design	\$18,000.00
6	Bid Phase	\$3,000.00
7*	Construction Administration and Full Time Inspection	\$196,000.00
	<b>Total</b>	<b>\$423,000.00</b>

B. The above does not include:

1. Permit application fees.

The Consultant will be reimbursed in the lump sum amounts shown above for Tasks 1-6. Partial payments for these tasks will be based upon percent of completion as determined by the Commissioner. \*Task 7 is to be billed on a time card basis, not to exceed. For Construction Inspection services the following bill rate schedule, with a maximum multiplier of 2.2 included, shall not be exceeded:

Nicet II	\$75/hr
Nicet III	\$100/hr
Nicet IV	\$125/hr
PM-Engineer	\$150/hr
Principal	\$175/hr

A design schedule, including but not limited to the preparation of preliminary design or 10% and 30% Schematic design; design development or 60% design; draft final or 90% design and 100% construction documents or Final Contract Documents, with all the critical completion dates for the above tasks, shall be prepared by the Consultant and approved by the Town and GOSR. If the design task is not achieved by the Consultant by the agreed to schedule deadlines, to the acceptance of the Town, payment will be withheld according to the payment schedule included in Section II. TERMS OF COMPENSATION.

The tasks include associated non-salaried costs such as reproduction of plans for utility and review submittals, draft and final reports, specifications and/or other miscellaneous items submitted for review to either the Town or private utility companies.

III. Payments under Section II hereof shall be billed monthly by the Consultant.

A. All claims for payment shall be made on claim forms furnished by the Town Comptroller, certified as approved by the Commissioner of Engineering.

IV. It is understood and agreed that the Town reserves the right to progress actual construction in such sequence and manner as it deems desirable.

V. All drawings and specifications submitted to the Town for final acceptance shall be accompanied by all necessary applications, certificates or approvals from all Town, County, State, Federal or other municipal departments having jurisdiction over any phase of the work. Submission to such agencies shall be made by the Consultant in the name of the town unless otherwise notified.

VI. In the event that any claim is made or any action brought on any aspect other than the design concept of a construction contract in any way relating to the plans and specifications drawn by the Consultant, the Consultant will diligently render to the Town any and all assistance that the Town may require of the Consultant. If any specific services are required under this Section, the Town shall reimburse the Consultant at the rates outlined in Section II. None of the above shall be deemed in any way a waiver of the Consultant's responsibility for the integrity of their plans, specifications and construction supervision.

The Consultant agrees that he will comply with any and all applicable Federal, New York State and local laws, ordinances, statutes, rules and regulations and agrees to be responsible for and save the Town harmless from any and all claims, damages, costs and expenses arising from the Consultant's negligent acts or omissions in 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.

VII. In addition to the foregoing services performed by the Consultant in relation to the above project, the Town may also utilize the services of the Consultant on work not specifically described herein. The nature and scope of such special services shall be described in a letter from the Commissioner of Engineering to the Consultant, directing him to proceed with any work as may be authorized by the Town Board.

VIII. The Consultant's compensation shall be paid by the Town out of such moneys appropriated by the Town for the purposes herein provided. Members of any board, any other officer or agent duly authorized to act for and on behalf of the Town shall not, by virtue of such authority or action, be personally liable in any manner whatsoever to the Consultant.

IX. The acceptance by the Consultant or any person claiming under the Consultant, of any payment made on the final payment claim under this contract, shall operate on and shall be a release to the Town from all claims and liability to the Consultant, his successors, legal representatives and assigns, for anything done or furnished under or by the provisions of this contract.

#### X. Non-Discrimination

The Consultant will not discriminate against any employee or applicant for employment because of race, creed, color or national origin. The Consultant will take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and the Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Town setting forth the provisions of this non-discrimination clause.

In all solicitations or advertisements for employees placed by or on behalf of the Consultant, the words "EQUAL OPPORTUNITY EMPLOYER" shall appear in type twice as large as that used in the body of the advertisement.

XI. 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.

XII. Since it is intended to secure the personal services of:

**de Bruin Engineering, P.C.  
11 Union Avenue  
Bethpage, NY 11714**

as Consultant, this contract shall not be assigned, sublet or transferred, nor shall there be any changes in corporate officers, without the written consent of the Town.

XIII. 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 contract. 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 contract, and shall determine every question which may arise relative to the fulfillment of this contract on the part of the Consultant, and his estimate and decision shall be final, conclusive, and binding upon the Consultant.

XIV. 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 contract. 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.

XV. The Town shall have the right to terminate this contract at its pleasure and pay for the services rendered by the Consultant to the date of the contract termination

XVI. In the event it is discovered at any phase of design that the estimated Total Project Construction Cost of the work is in excess of the Approved Construction Budget, or the bids received are in excess of the Approved Construction Budget, the Consultant shall revise, at its own cost and expense, all or any part of the Schematic Deliverables, the Design Development Deliverables, the Construction Documents or the Bid Documents necessary to bring the estimated Total Project Construction Cost within the Approved Construction Budget. In order to reduce the estimated Total Project Construction Cost to the Approved Construction Budget, the Consultant shall, in addition to the above, at the Town's request and at no additional cost to the Town, (i) provide value engineering to reduce the estimated Total Project Construction Cost to the Approved Construction Budget; (ii) assist the Town in redefining the scope of the Project; (iii) incorporate all scope reductions and Project modifications into the modified Schematic Deliverables, Design Development Deliverables, Construction Documents or Bid Documents; and (iv) develop and incorporate bid alternates into the Construction Documents and Bid Documents.

XVII. Funding Program Requirements: Program requirements related to the Governor's Office of Storm Recovery are hereby made part of this agreement and are included as Exhibits

Exhibit A - Supplementary Conditions for Contracts (Exhibit E, 32 pages)

Exhibit B - CDBG-DR Funded Professional Services Agreements in the NY Rising

Community Reconstruction Program (1 page)

Exhibit C - Insurance requirements

Exhibit D - Project Timeline or Milestones

Exhibit E - Subrecipient Contractor Utilization Plan


Exhibit F - Section 3 Contractor Plan

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

DE BRUIN ENGINEERING, P.C.

By:  \_\_\_\_\_  
Robert W. de Bruin, P.E.  
President

Reviewed for content by:

 \_\_\_\_\_ Date: 5/10/18  
Jeffrey M. Tierney  
Deputy Commissioner of Engineering

Form Approved:

 \_\_\_\_\_ Date: 5/14/18  
By: Charles O. Heine  
Joseph J. Ra  
Town Attorney

Approved:

\_\_\_\_\_ Date \_\_\_\_\_  
Kevin Conroy  
Town Comptroller

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018 before me personally came DOUGLAS L. TUMAN, P.E., ESQ., of the ENGINEERING DEPARTMENT of the TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK, who being by me duly sworn did depose and say that he resides at \_\_\_\_\_

\_\_\_\_\_ that he is the COMMISSIONER of the DEPARTMENT OF ENGINEERING 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.

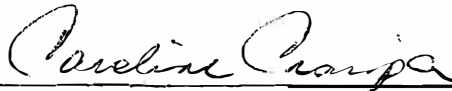
\_\_\_\_\_  
Notary Public, State of New York

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On this 8<sup>th</sup> day of May, 2018 before me personally came Robert W. de Bruin to me known and known to me, who, being by me by me duly sworn did depose and say that he resides at 18 Crestwood Road, Port Washington, NY 11050 and that he is the President of de Bruin Engineering, the Professional Corporation described in and which executed the foregoing instrument; that he knows the seal of said Professional Corporation, that the seal affixed to said instrument is such seal; that it was so affixed by order of said Professional Corporation, and that he signed his name thereto by like order.

  
\_\_\_\_\_  
Notary Public, State of New York

**CAROLINE CIAMPA**  
Notary Public, State of New York  
No. 01C16185662  
Qualified in Nassau County  
Commission Expires 04/21/2020

EXHIBIT A

SUPPLEMENTARY CONDITIONS FOR CONTRACTS



CASE NO.

RESOLUTION NO.

ADOPTED:

RESOLUTION TO APPROVE THE ADOPTION OF AN  
AMENDMENT TO INCREASE PAYMENT TO MONITORS  
CONDUCTING CIVIL SERVICE EXAMINATIONS

offered the following Resolution and moved its adoption as follows:

WHEREAS, the Town Board of the Town of Hempstead by Resolution #812-2008 dated June 17, 2008 has authorized and directed this Civil Service Commission to establish and maintain a list of monitors to assist in conducting Civil Service Examinations; and

WHEREAS, the Civil Service Commission of the Town of Hempstead recommends the establishment of a uniform list of qualified individuals who will assist in the giving of Civil Service Examinations be established, along with a procedure for the proper payment for their services.

NOW, THEREFORE, BE IT

RESOLVED, that the Civil Service Commission of the Town of Hempstead hereby authorizes and directs its Executive Director, Robert W. Schmidt to establish and maintain a list of qualified individuals who will assist this Commission in the giving of our Civil Service Exams; and BE IT FURTHER

RESOLVED, that the selected individuals will be paid as follows:

- "Head Monitor" - \$25.00 per hour with 4 hour minimum
- "Assistant Head Monitor" - \$18.00 per hour with 4 hour minimum
- "Monitor" - \$15.00 per hour with four hour minimum
- "Special Monitor" - to be assigned and paid as per the direction of  
The Executive Director, Civil Service Commission

and; BE IT FURTHER

RESOLVED, that Executive Director Robert W. Schmidt is authorized and directed to establish an appropriate procedure to secure the necessary funding to pay these monitors, and a procedure to insure these individuals are paid. These payments are to be charged to the Fees and Services Account No. 010-001-1431-4151.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

31

Case #

17150

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and

moved its adoption:

RESOLUTION REAPPOINTING GENNARO CESARANO  
AS A MEMBER OF THE CIVIL SERVICE COMMISSION  
OF THE TOWN OF HEMPSTEAD

WHEREAS, by Local Law No. 66 of year of 1969, there has been created  
a Department of Civil Service in the Town of Hempstead, effective January 1, 1970;  
and

WHEREAS, the term of Genarro Cesarano, as a member of the Civil Service  
Commission of the Town of Hempstead will expire on May 31, 2018; and

WHEREAS, this Board believes that it is in the public interest to reappoint  
Gennaro Cesarano, Elmont, New York 11003, to the Civil Service Commission of the  
Town of Hempstead for a term of six years, to expire May 31, 2024.

NOW, THEREFORE, BE IT

RESOLVED, that Gennaro Cesarano be and he hereby is reappointed as a  
member of the Civil Service Commission of the Town of Hempstead for a term to  
expire on May 31, 2024.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

32

Case #

15137

CASE NO.

RESOLUTION NO.

ADOPTED:

Offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING PAYMENT TO AMCS GROUP, INC. (FORMERLY PC SCALE INC.) FOR MAINTENANCE SERVICES REGARDING THE SOFTWARE THAT OPERATES THE WEIGH SCALES SYSTEM FOR THE TOWN OF HEMPSTEAD DEPARTMENT OF SANITATION

WHEREAS, the Department of Sanitation maintains scales that weigh incoming trucks disposing of waste at the Department's facilities; and

WHEREAS, a software program is necessary to print out invoices, provide information for billing purposes and operate the scales; and

WHEREAS, the software program that manages the scale operations was developed by PC Scale, Inc., 119 South Fifth Street, Oxford, PA, 19363; and

WHEREAS, the PC Scale Inc. program requires annual maintenance, upgrades and technical support; and

WHEREAS, the cost for said annual maintenance, upgrades and technical support for the period April 1, 2018 to March 31, 2019 is \$2,825.00; and

WHEREAS, the Town Board deems it to be in the public interest and best interests of the operation of the Town of Hempstead Department of Sanitation to authorize this expenditure;

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board hereby authorizes the expenditure for maintenance, upgrades and technical support for the PC Scale Inc software program for the period April 1, 2018 to March 31, 2019; and be it further

RESOLVED, that the Comptroller is hereby authorized and directed to pay for these services an amount not to exceed \$2,825.00 to AMCS Group, Inc. (formerly known as PC Scale, Inc.), 119 South Fifth Street, Oxford, PA, 19363, with the payment to be made from the Town of Hempstead Department of Sanitation Fees & Services Operating Account Code #300-006-8110-4151.

The foregoing was adopted upon roll call as follows:

AYES: ( )

NOES: ( )

\*\*\*\*\*

Item #

33

Case #

8567

ADOPTED:

offered the following resolution and moved  
its adoption:

**RESOLUTION AUTHORIZING FEES FOR THE  
SALE OF VARIOUS ARTS AND CRAFTS ITEMS  
BY THE DEPARTMENT OF SENIOR ENRICHMENT**

WHEREAS, the Department of Senior Enrichment desires to authorize fees for the sale of various arts and crafts items to senior citizens attending senior citizens' programs at various senior centers, clubs and Summer Program at Lido Beach; and

WHEREAS, this Town Board deems that it is in the public interest to authorize such fees;

NOW, THEREFORE, BE IT

RESOLVED, that the following fees for sale of various arts and crafts items to senior citizens attending senior citizens' programs at various senior centers, clubs and Summer Program at Lido Beach, be and the same hereby are authorized as follows:

<u>Craft Items</u>	<u>Fees</u>	<u>Craft Items</u>	<u>Fees</u>
Ice Pop Door Wreath	\$ 2.00	Pumpkin Wine Glass	\$ 3.00
Memory Wire Bracelet	\$ 3.50	Leather Feather Earrings	\$ 2.00
Plastic Spoon Rose	\$ 2.00	Mod Podge Candy Jar	\$ 2.00
Wine Glass Coaster	\$ 2.00	White Spoon Rose Pin	\$ 2.00
Car Magnet	\$10.00	Crystal Bracelet	\$ 6.50
<u>Paint Canvas</u>			
9"x12"	\$ 4.00		
12"x16"	\$ 4.25		
14"x18"	\$ 4.50		

and, BE IT FURTHER

RESOLVED, that the above fees include the applicable sales tax established by the State of New York; and

BE IT FURTHER

RESOLVED, that the monies received from the sale of the aforesaid items shall be deposited in the General Fund Revenue Account Number 010-004-6772-1972 of the Town Of Hempstead.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 34

Case # 21564

Case No.

Resolution No.

Adopted:

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

**RESOLUTION AUTHORIZING THE EXECUTION OF AN  
AGREEMENT BETWEEN THE TOWN OF HEMPSTEAD  
AND THE TOWNHOUSE APARTMENTS AT LIDO  
CONDOMINIUMS PURSUANT TO WHICH THE TOWN OF  
HEMPSTEAD WILL PROVIDE BEACH CLEANING SERVICES.**

WHEREAS, the Town of Hempstead (the "Town") presently owns and maintains the strips of beachfront both to the west and east of the Townhouse Apartments at Lido Condominiums (the "Townhouse") property; and

WHEREAS, by adding the Townhouse beachfront to the daily cleaning schedule it would enhance the ability of the Department of Parks and Recreation to perform its cleaning process through an uninterrupted mechanized operation; and

WHEREAS, the Townhouse has agreed to pay the Town at a rate of \$120.00 per day during a term of approximately 106 days for each day of service, which represents the estimated cost of one operator and use of machinery for approximately one hour and a half per day (the "Agreement"); and

WHEREAS, the Townhouse has its offices located at 750 – 112C Lido Boulevard, Lido Beach, New York; and

WHEREAS, the Town Board finds it in the best interests of the Town to authorize the execution of the Agreement.

NOW, THEREFORE, BE IT

RESOLVED, that the Agreement between the Town of Hempstead and the Townhouse Apartments at Lido Condominiums regarding beach cleaning services be and is hereby accepted and authorized; and be it further

RESOLVED, that the Town Board authorizes the Commissioner of the Department of Parks and Recreation to execute the aforesaid Agreement; and be it further

RESOLVED that the Comptroller is hereby authorized and directed to deposit the revenue in the Department of Parks and Recreation account # 400-007-7110-2089.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

35

Case #

28705

## Memorandum of Agreement For Beach Cleaning Services supplied by the Town to The Townhouses at Lido

It is the intent of the Town of Hempstead, and its Department of Parks and Recreation, located at 200 N. Franklin Street, Hempstead, N.Y., 11550, (hereafter referred to as Town) to enter into an Agreement with the Townhouses at Lido (hereafter referred to as Townhouse) in which the Town of Hempstead Parks Department personnel will provide the necessary manpower and machinery to clean, that portion of the Townhouse property from the water line to the mean high tide mark.

The Town will provide these services for a fee of \$120.00 per day (based upon an estimated 1.5 hours of service) for approximately 106 days. The Town will provide said services during the period commencing Saturday, May 26th, 2018 and ending Monday, September 3th 2018.

### Article One: Purpose & Term

Upon request from the President of the Board of managers for the Townhouses, the Town has agreed to provide the necessary manpower and machinery (when available) to clean that area of the Townhouse property, which is located between the water's edge and the mean high tide watermark for a fee. The Town has arrived at this decision because it has been determined that to afford such a service minimally impacts the operations of the Town.

In addition, the Town is presently cleaning both to the east and west of said property, and transverses said property on a regular basis. It was also determined that by cleaning this new section of beach that the Town will receive a benefit from a consistent and fluid cleaning process when operating its machinery.

The Commissioner of the Department of Parks & Recreation on an annual basis may extend this Agreement. Said extensions may incorporate modifications to this Agreement as deemed necessary by the Commissioner and agreed to by the Townhouse Board.

### Article Two: Services

The Town will provide on a daily basis, during the contract period, a tractor equipped with an operator that will tow a Barber Surf Rake. Said configuration will make as many passes as deemed necessary (to be completed in -a 1 to 2 hour period) by the operator and or the Town's Regional Supervisor for the beaches to provide a clean beach that is to the extent reasonably practical, consistent with the beaches both to the east and west of the Townhouse.

During any period that the Town's equipment may be inoperable, or at a time when the Town's personnel are unable to perform the above described service the Town will send in vehicles and alternate personnel to perform minimal hand cleaning. Said hand cleaning shall consist of the assigned personnel selecting and removing either by hand or rake trash, debris, and

flotsam.

It is expressly understood that the Town reserves the right of refusal to provide services to the Townhouse during any period that the Town determines that it requires its resources be utilized for its primary objective of serving the general public.

### Article Three: Fees

Townhouse agrees to pay all fees associated with this Agreement to the Town on a timely basis, with time being of the essence.

The Town will bill the Townhouse on a 30-day cycle the amount \$120.00 per day for each day of service rendered. The Department of Parks and Recreation Purchasing Personnel will formulate a bill upon review of a log that will be maintained by the Department's Regional Supervisor for the beaches.

Said log shall reflect accurately the date of service rendered, and the type (i.e., By tractor, operator, and Barber Surf rake or other). In the event the Town is unable to provide service for any given day for whatever reason that may arise (i.e. natural disaster, inadequate personnel, or lack of sufficient equipment), then the log shall reflect no service and the Townhouse will not be billed for that specific period.

### Article Five: Insurance and Indemnity

- A. The Townhouse shall procure and maintain at its own expense and without expense to the Town for the full term of this Agreement, insurance for damages imposed by law, of the kinds and in amounts hereinafter provided, issued by insurance companies authorized to do such business in the State of New York, covering all operations under the Agreement naming the Town as named insured. Before the Town commences the work, the Townhouse shall furnish to the Town certified copies of the original policies and such numbers of certificates of insurance in form satisfactory to the Town showing that the Townhouse has complied with this section, which certificates shall provide that the policies shall not be changed or cancelled until thirty (30) days written notice has been given to the Town.
- B. Insurance provided shall include general liability and property damage insurance in the amounts, as follows: bodily injury liability coverage of \$1,000,000.00 for each occurrence and in the aggregate and property damage of \$500,000.00 for each occurrence.
- C. The Townhouse shall defend, indemnify and hold harmless, the Town, its agents, servants and employees from any and all damages or claims whatsoever, occasioned by or caused to any person, partnership, association or corporation, or occasioned by or caused to any property arising out the performance of this Agreement or from any defective condition of the

materials furnished or supplied under this Agreement, provided however, that such indemnification shall not extend to any liability resulting from the sole negligence of the Town.

## Article Six: Special Conditions

It is also expressly understood that at all times Town employees shall take direction from Town personnel only, and that Townhouse representatives and or agents shall not interfere with Town operations and execution of this agreement.

In the event there is a significant increase in the amount of trash, debris and flotsam that may accumulate in the area of service by the Town due to unusual weather conditions the Town reserves the right to either refuse service, evaluate and charge additional fees based on estimates of increased service time (Fee shall be adjusted in multiples of \$120.00, which will be based on the increased number of hours necessary to complete task), or negotiate an additional fee with the Townhouse Board.

Said negotiation must be completed prior to any additional service, and will be conducted by phone and fax. The Commissioner and or his designee shall be authorized to engage in said negotiations with the Townhouse President and or his/her designee.

This provision shall in no way obligate the Town to clean or remove any item, substance, article of debris, or flotsam that the Town deems objectionable. This includes any environmentally sensitive materials such as oil drums, medical waste, and the like.

## Article Six: Termination

Both the Town of Hempstead and the Townhouse reserves the right to terminate this agreement at any time with or without cause.

In the event the Town determines that it may become necessary to terminate this agreement it may do so by stopping service, and sending a registered letter of such a decision to Elizabeth Kelly, 750-112c Lido Blvd., Lido, N.Y., 11561.

In the event that the Townhouse wishes to terminate this agreement it must give the Town adequate notice to schedule such termination of services. Such notice must be in writing received in the Offices of the Commissioner, 200 North Franklin St., Hempstead, N.Y., 11550 at least five (5) days prior to the desired termination date.

## Article Seven: Miscellaneous

This Agreement sets forth the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein and supersedes all prior agreements, promises, understandings, letter of intent, covenants, arrangements, communications, representations, or warranties, whether oral or written, by any party hereto or by any related or unrelated party. This agreement may not be modified or amended except in writing signed by the party or parties' agent whom enforcement is sought.




# Town of Hempstead and Townhouse Beach Cleaning Agreement

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals the day and year first written above.

## TOWNHOUSE AT LIDO

By   
Elizabeth Kelly,  
President

## TOWN OF HEMPSTEAD

By   
Daniel Lino  
Commissioner  
Department of Parks and Recreation

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved  
its adoption.

RESOLUTION AUTHORIZING ACCEPTANCE OF A PROPOSAL FROM INTELLI-TEC SECURITY SERVICES (N.Y.S. CONTRACT #PT64406) TO PROVIDE THE MAINTENANCE AND SERVICING OF THE TOWN'S ACCESS CONTROL AND I.D. BADGING SYSTEM AT ALL TOWN OF HEMPSTEAD FACILITIES.

WHEREAS, the Town of Hempstead Department of Public Safety has an Access Control and I.D. Badging System that provides security access to Town facilities; and

WHEREAS, Intelli-tec Security Services in a proposal has offered to provide a 5-Star Service/Maintenance Plan on the Town's Access Control and I.D. Badging System for the period of one (1) year from July 1, 2018 through June 30, 2019 which covers all parts and labor at all times including after hours, weekends and holidays. The contract also covers all readers and associated control boards, power supplies, wiring and all hardware at the doors; and the one (1) year fee for this service/maintenance plan is \$12,193.00; and

WHEREAS, Intelli-tec Security Services has been awarded a contract by the State of New York for the services under N.Y.S. Contract #PT64406; and

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

NOW, THEREFORE, BE IT

RESOLVED, that the Commissioner of Public Safety be and hereby is authorized to accept the aforesaid proposal submitted by Intelli-tec Security Services, 150 Eileen Way, Unit 2, Syosset, New York, 11791 and to make payment annually in advance from the Department of Public Safety Maintenance of Equipment Account 010-002-3120-4030 in the amount of \$12,193.00 a year.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

36

Case #

13671



Project Number: 106065

4/18/2018 Page 1 of 1 \*\* Proposal \*\*

**Intelli-Tec Security Services, LLC**

150 Eileen Way, Unit 2  
Syosset, NY 11791 NYS 12000003519  
516-876-2000 Fx 516-876-2020

Town of Hempstead - Public Safety  
200 N Franklin Ave  
Hempstead, NY 11550

C20072 Tel: 516-538-1900

**Project Title: 5 Star Maintenance 7-18 6-19**

Mfr-Item No.	Qty	Description	Unit Price	Extended
		Proposal to provide 5 star maintenance for the period of July 2018 through June 2019 1 Yearly Maintenance billable in one lump sum.		12,193.00

This \*\* Proposal \*\* is Valid for 30 Days.

I Accept This Quote \_\_\_\_\_ Date: \_\_\_\_\_  
Security With a Personal Touch

**Thomas De Maria**  
**Commissioner**  
**Department of Public Safety**

**APPROVED**

By Ma Date 5/11/18  
Kevin R. Conroy 5/11/18  
**KEVIN R. CONROY, CPA**  
**TOWN COMPTROLLER**

**APPROVED AS TO FORM**  
Charles O. Heine  
**SENIOR DEPUTY TOWN ATTORNEY**  
DATE 5/9/18

**APPROVED**  
Joseph A. Stajic  
**DIRECTOR OF PURCHASING**

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE AWARD  
OF TOH CONTRACT#: 48-2018 FOR:  
YEARLY REQUIREMENTS FOR:  
PICKUP AND DISPOSAL OF BIOMEDICAL WASTE

WHEREAS, the Division of Purchasing solicited proposals for TOH Contract#: 48-2018, Yearly Requirements For: Pickup and Disposal of Biomedical Waste (the "Contract"); and

WHEREAS, the following proposals were received and opened on April 18, 2018:

<u>Name &amp; Address of Proposers</u>	<u>Fee Amount</u>
1) Medical Waste Services Corp. d/b/a Medical Waste Solutions 976 Thompson Drive Bay Shore, NY 11706	\$35.00/container
2) Approved Storage and Waste Hauling, Inc. 110 Edison Avenue Mount Vernon, NY 110550	\$50.00/container

WHEREAS, following an evaluation of the aforementioned proposals it has been determined that the proposal received by Medical Waste Services Corp., d/b/a Medical Waste Solutions, 976 Thompson Drive, Bay Shore, NY 11706 best meets the Town's needs; and

WHEREAS, the Town Board has determined that it is in the best interest of the Town to award the contract to Medical Waste Services Corp., d/b/a Medical Waste Solutions;

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board hereby awards the contract to Medical Waste Services Corp., d/b/a Medical Waste Solutions, 976 Thompson Drive, Bay Shore, NY 11706; and be it further

RESOLVED, that the Comptroller is hereby authorized and directed to make payment of the monies due and owing in conjunction with the contract out of the appropriate departmental Fees & Services Account.

The foregoing was adopted upon roll call as follows:

AYES: ( )

NOES: ( )

\* \* \* \* \*

Item # 37  
Case # 17083

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution

and moved for its adoption;

RESOLUTION AUTHORIZING THE AWARD OF A BID  
TO EASTERN ENVIRONMENTAL SOLUTIONS, INC.  
FOR VARIOUS TANK MANAGEMENT PROGRAM  
TASKS THROUGHOUT THE TOWN OF HEMPSTEAD,  
NASSAU COUNTY, NEW YORK PW #25-17.

WHEREAS, the Commissioner of the Department of General Services (the  
"Commissioner") solicited bids, for various tank management program tasks throughout  
the Town of Hempstead, Nassau County, New York PW #25-17 (the "Project"); and

WHEREAS, the following bids were received and opened in the Commissioner's  
office on November 30, 2017:

Eastern Environmental Solutions, Inc.

258 Line Road

Manorville, New York 11949

\$171,107.00/three years

Island Pump and Tank Corporation

40 Doyle Court

East Northport, New York 11731

\$174,393.00/three years

G. Construction Enterprises, LLC

22 Oak Street #101

Bay Shore, New York 11706

\$201,285.00/three years

and;

WHEREAS, after review of the bids, the Commissioner has recommended that the  
contract for the project be awarded to Eastern Environmental Solutions, Inc., 258 Line  
Road, Manorville, New York 11949 (the "Contractor") as the lowest responsible bidder  
at its bid price of \$171,107.00; and

WHEREAS, consistent with the Commissioner's recommendation, the Town Board  
desires to authorize the award of a contract to the Contractor for the Project.

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 \$171,107.00; and be it  
further

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 Comptroller be and he hereby is authorized to execute said  
contract on behalf of the Town of Hempstead; and be it further

Item #

38

Case #

20465

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

RESOLVED, that the Comptroller is authorized and directed to pay the cost of the Project in accordance with the contract in the amount of \$171,107.00 with payments to be made from the appropriate Capital Funds Account .

The foregoing resolution was adopted as follows:

AYES:

NOES:

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE AWARD OF A BID FOR N.Y.S. GOVERNOR'S OFFICE OF STORM RECOVERY FUNDED PROJECT- JACKSON PLACE ROAD RAISING AND DRAINAGE IMPROVEMENTS, BALDWIN, NY PW#26-17

WHEREAS, the Commissioner of General Services (the "Commissioner") solicited bids for a N.Y.S. Governor's Office of Storm Recovery Funded Project known as the Jackson Place Road Raising and Drainage Improvements Project, Baldwin New York, PW# 26-17 (the "Project"); and

WHEREAS, pursuant to such solicitation bids were received and opened in the office of the Commissioner on April 13, 2018; and

WHEREAS, the bids were referred to the Engineering Consultant for this NYRCR Project, D & B Engineers and Architects, P.C. (the "Engineering Consultant") for examination and report as follows:

A.I.I. Allen Industries	\$838,944.00
Thomas Novelli Contracting	\$999,882.00
ARAZ Industries	\$1,054,720.00
PSL Industries Inc.	\$1,089,210.00

and;

WHEREAS, after a review of the bids, the Engineering Consultant reported to the Commissioner of the Engineering Department that the lowest bid was received from A.I.I. Allen Industries, 510 Broadway Amityville, New York, 11701 in the sum of \$838,944.00 and it appears that said bidder is duly qualified and recommends acceptance to the Town Board; and

WHEREAS, consistent with the recommendations of the Engineering Consultant and the Commissioner of the Engineering Department, the Town Board desires to authorize the award of a contract for the Project to A.I.I. Allen Industries as the lowest responsible bidder at its bid price of \$838,944.00.

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board hereby awards a contract for the Project to A.I.I. Allen Industries, 510 Broadway Amityville, New York, 11701 as the lowest responsible bidder at its bid price of \$838,944.00; and be it further

RESOLVED, that upon execution of the contract by A.I.I. Allen Industries, the required Performance Bond and Insurance, when approved by the Town Attorney as to form, be filed in the Town Clerk's Office together with the contract; and be it further

RESOLVED, that the Town Board authorizes the Commissioner of the Department of Engineering to execute, on behalf of the Town of Hempstead the agreement with A.I.I. Allen Industries, and authorizes and directs the Comptroller to pay the cost of the Project in accordance with the contract in the amount of \$838,944.00, with payments to be made from N.Y.S. Governor's Office of Storm Recovery Funds, Account No: 9555-503-9555-5010.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 39  
Case # 18675

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE AWARD OF A BID FOR N.Y.S. GOVERNOR'S OFFICE OF STORM RECOVERY FUNDED PROJECT- PATH TO THE PARK- SHORELINE IMPROVEMENTS IN SOUTH VALLEY STREAM, NY

WHEREAS, the Commissioner of General Services (the "Commissioner") solicited bids for a N.Y.S. Governor's Office of Storm Recovery Funded Project known as Path to the Park- Shoreline Improvements in South Valley Stream, New York (the "Project"); and

WHEREAS, pursuant to such solicitation bids were received and opened in the office of the Commissioner on March 23, 2018; and

WHEREAS, the bids were referred to the Engineering Consultant for this NYRCR Project, L.K. McLean Associates, P.C. (the "Engineering Consultant") for examination and report as follows:

G&M Earth Moving Inc.	\$2,856,000.00
Terry Contracting and Materials Inc.	\$3,316,175.00
PSL Industries Inc.	\$3,625,278.00
J. Anthony Enterprise	\$3,739,548.50

and;

WHEREAS, after a review of the bids, the Engineering Consultant reported to the Commissioner of the Engineering Department that the lowest bid was received from G&M Earth Moving Inc., 345 Ellsworth Street, Holbrook, New York, 11741 in the sum of \$2,856,000.00 and it appears that said bidder is duly qualified and recommends acceptance to the Town Board; and

WHEREAS, consistent with the recommendations of the Engineering Consultant and the Commissioner of the Engineering Department, the Town Board desires to authorize the award of a contract for the Project to G&M Earth Moving Inc. as the lowest responsible bidder at its bid price of \$2,856,000.00.

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board hereby awards a contract for the Project to G&M Earth Moving Inc., 345 Ellsworth Street, Holbrook, New York, 11741 as the lowest responsible bidder at its bid price of \$2,856,000.00; and be it further

RESOLVED, that upon execution of the contract by G&M Earth Moving Inc., the required Performance Bond and Insurance, when approved by the Town Attorney as to form, be filed in the Town Clerk's Office together with the contract; and be it further

RESOLVED, that the Town Board authorizes the Commissioner of the Department of Engineering to execute, on behalf of the Town of Hempstead the agreement with G&M Earth Moving Inc., and authorizes and directs the Comptroller to pay the cost of the Project in accordance with the contract in the amount of \$2,856,000.00, with payments to be made from N.Y.S. Governor's Office of Storm Recovery Funds, Account No: 9555-503-9555-5010.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 40  
Case # 18675



CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and  
moved its adoption:

RESOLUTION AUTHORIZING THE OFFICE OF  
THE TOWN ATTORNEY TO SETTLE THE CLAIM  
OF BONNIE VIOLA IN THE AMOUNT OF \$20,000.00.

WHEREAS, Bonnie Viola, by her attorneys, Cellino & Barnes, P.C., with offices in Melville, New York, made a claim against the Town of Hempstead for personal injuries Bonnie Viola sustained when she fell on a sidewalk located adjacent to 7 Kalmia Lane in Valley Stream, New York on May 24, 2014; and

WHEREAS, an action was instituted in the Supreme Court of the State of New York in Nassau County against the Town of Hempstead by Bonnie Viola to recover for personal injuries she sustained as a result of said accident; and

WHEREAS, prior to trial, a proposal was made between the Cellino & Barnes, P.C., attorneys for Bonnie Viola and the Claims Service Bureau of New York Inc., the claims representatives for the Town of Hempstead, to settle the personal injury claim of Bonnie Viola in the amount of \$20,000.00; and

WHEREAS, the attorneys for Bonnie Viola have forwarded a stipulation discontinuing action and executed general release to the office of the Town Attorney; and

WHEREAS, Claims Service Bureau of New York Inc. and the Office of the Town Attorney recommend that this settlement be approved in the best interest of the Town of Hempstead;

NOW, THEREFORE, BE IT

RESOLVED, that the Office of the Town Attorney is authorized to settle the personal injury claim of Bonnie Viola in the amount of \$20,000.00 regarding an accident occurring on May 24, 2014, said amount to be paid out of the Part Town Fund Tort Liability Account.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

41

Case #

10889

BOND RESOLUTION OF THE TOWN OF HEMPSTEAD, NEW YORK, ADOPTED MAY \_\_, 2018, AUTHORIZING THE PAYMENT OF SETTLED CLAIMS BY THE TOWN IN THE FOLLOWING MATTERS: (A) *LONG ISLAND WATER CORPORATION V. SUPERVISOR OF THE TOWN OF HEMPSTEAD ET AL.* (INDEX NO. 6098/11 (CONSOLIDATED WITH 6601/2003, 5844/2004, 6549/2005, 5920/2006, 7213/2007, 7894/2008, 8112/2009, 8198/2010, 5412/2012, 5185/2013 AND 4057/2014), SUPREME COURT, NASSAU COUNTY), STATING THE ESTIMATED TOTAL COST THEREOF IS \$5,304,410.00, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE AND AUTHORIZING THE ISSUANCE OF BONDS OF THE TOWN IN THE PRINCIPAL AMOUNT NOT TO EXCEED \$5,304,410.00 TO FINANCE SAID APPROPRIATION; (B) *KEYSPAN GAS EAST CORPORATION D/B/A NATIONAL GRID V. SUPERVISOR OF THE TOWN OF HEMPSTEAD ET AL.* (INDEX NO. 6349/11 (CONSOLIDATED WITH 7159/2002, 6663/2003, 5841/2004, 5771/2005, 6844/2006, 6966/2007, 7887/2008, 8200/2009, 8203/2010 and 5459/2012) SUPREME COURT, NASSAU COUNTY), STATING THE ESTIMATED TOTAL COST THEREOF IS \$50,408,151.00, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE AND AUTHORIZING THE ISSUANCE OF BONDS OF THE TOWN IN THE PRINCIPAL AMOUNT NOT TO EXCEED \$50,408,151.00 TO FINANCE SAID APPROPRIATION; (C) *NEW YORK WATER SERVICE CORPORATION V. SUPERVISOR OF THE TOWN OF HEMPSTEAD ET AL.* (INDEX NO. 6348/11 (CONSOLIDATED WITH 7893/2008, 8194/2009, 8206/2010, AND 5216/2012), SUPREME COURT, NASSAU COUNTY), STATING THE ESTIMATED TOTAL COST THEREOF IS

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Case #           10889

\$3,085,653.00, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE AND AUTHORIZING THE ISSUANCE OF BONDS OF THE TOWN IN THE PRINCIPAL AMOUNT NOT TO EXCEED \$3,085,653.00 TO FINANCE SAID APPROPRIATION; AND (D) *VERIZON NEW YORK INC. FORMERLY KNOWN AS NEW YORK TELEPHONE COMPANY V. SUPERVISOR OF THE TOWN OF HEMPSTEAD ET AL.* (INDEX NOS. 6650/2003, 5751/2004, 5671/2005, 5107/2006, 6930/2007, 7936/2008, 8115/2009, 8307/2010 AND 6101/2011, SUPREME COURT, NASSAU COUNTY), STATING THE ESTIMATED TOTAL COST THEREOF IS \$23,322,227.00, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE AND AUTHORIZING THE ISSUANCE OF BONDS OF THE TOWN IN THE PRINCIPAL AMOUNT NOT TO EXCEED \$23,322,227.00 TO FINANCE SAID APPROPRIATION

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

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

Section 1. Pursuant to Article 8 of the Environmental Conservation Law of the State of New York, as amended, and the regulations of the Department of Environmental Conservation of the State of New York promulgated thereunder (collectively referred to hereinafter as "SEQRA"), the Town Board of the Town of Hempstead, in the County of Nassau, New York (herein called the "Town") hereby determines that the object or purpose for which the bonds are herein authorized is a Type II Action, and that no further action is required to satisfy the requirements of SEQRA.

Section 2. The Town is hereby authorized to pay the following four settled claims:

(A) *Long Island Water Corporation v. Supervisor of The Town of Hempstead et al.* (Index Nos. 6601/2003, 5844/2004, 6549/2005, 5920/2006, 7213/2007, 7894/2008, 8112/2009, 8198/2010, 5412/2012, 5185/2013 and 4057/2014), Supreme Court, Nassau County (all consolidated under Index No. 6098/11). The

estimated total cost thereof, including preliminary costs and costs incidental thereto and the financing thereof, is \$5,304,410.00 and said amount is hereby appropriated for such purpose. The plan of financing includes the issuance of bonds of the Town in the principal amount of not to exceed \$5,304,410.00 to finance said appropriation; and the levy and collection of taxes on all the taxable real property in the Town to pay the principal of said bonds and the interest thereon as the same shall become due and payable.

(B) *Keyspan Gas East Corporation d/b/a National Grid v. Supervisor of The Town of Hempstead et al.* (Index Nos. 7159/2002, 6663/2003, 5841/2004, 5771/2005, 6844/2006, 6966/2007, 7887/2008, 8200/2009, 8203/2010 and 5459/2012), Supreme Court, Nassau County (all consolidated under Index No. 6349/11). The estimated total cost thereof, including preliminary costs and costs incidental thereto and the financing thereof, is \$50,408,151.00 and said amount is hereby appropriated for such purpose. The plan of financing includes the issuance of bonds of the Town in the principal amount of not to exceed \$50,408,151.00 to finance said appropriation, and the levy and collection of taxes on all the taxable real property in the Town to pay the principal of said bonds and the interest thereon as the same shall become due and payable.

(C) *New York Water Service Corporation v. Supervisor of The Town of Hempstead et al.* (Index Nos. 7893/2008, 8194/2009, 8206/2010 and 5216/2012), Supreme Court, Nassau County (all consolidated under Index No. 6348/11). The estimated total cost thereof, including preliminary costs and costs incidental thereto and the financing thereof, is \$3,085,653.00 and said amount is hereby appropriated for such purpose. The plan of financing includes the issuance of bonds of the Town in the principal amount of not to exceed \$3,085,653.00 to finance said appropriation, and the levy and collection of taxes on all the taxable real property in the Town to pay the principal of said bonds and the interest thereon as the same shall become due and payable.

(D) *Verizon New York Inc. Formerly known as New York Telephone Company v. Supervisor of the Town of Hempstead et al.* (Index Nos. 6650/2003, 5751/2004, 5671/2005, 5107/2006, 6930/2007, 7936/2008, 8115/2009, 8307/2010 and 6101/2011 Supreme Court, Nassau County (all consolidated under Index No. 6348/11). The estimated total cost thereof, including preliminary costs and costs incidental thereto and the financing thereof, is \$23,322,227.00 and said amount is hereby appropriated for such purpose. The plan of financing includes the issuance of bonds of the Town in the principal amount of not to exceed \$23,322,227.00 to finance said appropriation, and the levy and collection of taxes on all the taxable real property in the Town to pay the principal of said bonds and the interest thereon as the same shall become due and payable.

Section 3. Bonds of the Town in the principal amount of not to exceed \$82,120,441.00 are hereby authorized to be issued pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (referred to herein as the "Law"), to finance said appropriation.

Section 4. The following additional matters are hereby determined and declared:

- (a) The period of probable usefulness applicable to the object or purpose for which said Bonds are authorized to be issued, within the limitations of Sections 11.00 a. 33. of the Law, is five (5) years; provided, however, that in the event the total amount of such judgment and any other similar claims, judgments or awards falling due and being paid in a single fiscal year shall exceed one per centum of the average assessed valuation of real property in the Town, the applicable period of probable usefulness shall be ten (10) years; and provided further that in the event such judgment and any other similar claims, judgments or awards falling due and being paid in a single fiscal year shall exceed two per centum of the average assessed

valuation of real property in the Town, the applicable period of probable usefulness shall be fifteen (15) years.

- (b) The proceeds of the bonds herein authorized, and any bond anticipation notes issued in anticipation of said bonds, may be applied to reimburse the Town for expenditures made after the effective date of this resolution for the purpose for which said bonds are authorized.
- (c) This resolution shall constitute the declaration of the Town's "official intent" to reimburse expenditures authorized by Section 2 with proceeds of the Bonds and notes, as required by United States Treasury Regulation Section 1.150-2.
- (d) The proposed maturity of the bonds authorized by this resolution will not exceed ten years.

Section 5. Each of the bonds authorized by this resolution and any bond anticipation notes issued in anticipation of the sale of said bonds shall contain the recital of validity as prescribed by Section 52.00 of the Law and said bonds and any notes issued in anticipation of said bonds shall be general obligations of the Town, payable as to both principal and interest by general tax upon all the taxable real property within the Town. The faith and credit of the Town are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds and any notes issued in anticipation of the sale of said bonds and provision shall be made annually in the budget of the Town by appropriation for (a) the amortization and redemption of the bonds and any notes in anticipation thereof to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 6. Subject to the provisions of this resolution and of the Law and pursuant to the provisions of Section 21.00 of the Law relative to the authorization of the issuance of bonds with substantially level or declining annual debt service, Section 30.00 relative to the authorization of the issuance of bond anticipation notes and Section 50.00 and Sections 56.00 to 60.00 and 168.00 of the Law, the powers and duties of the Town Board as to authorizing bond anticipation notes and prescribing the terms, form and contents and as to the sale and issuance of the bonds herein authorized, and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said bond anticipation notes, and the powers and duties relative to executing contracts for credit enhancements and providing for substantially level or declining annual debt service, are hereby delegated to the Supervisor, the chief fiscal officer of the Town.

Section 7. The validity of the bonds authorized by this resolution, and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

- (a) such obligations are authorized for an object or purpose for which the Town is not authorized to expend money, or
- (b) the provisions of law which should be complied with at the date of the publication of such resolution, or a summary thereof, are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or
- (c) such obligations are authorized in violation of the provisions of the constitution.

Section 8. Resolution No. 1842-2017 of the Town of Hempstead, New York, adopted December 12, 2017 is hereby rescinded.

Section 9. This bond resolution shall take effect immediately and the Town Clerk is hereby authorized and directed to publish the foregoing resolution, in summary, together with a Notice attached in substantially the form prescribed by Section 81.00 of the Law in the "*Long Island Business News*." a newspaper having a general circulation in said Town, which newspaper is hereby designated as the official newspaper of the Town for such publication.

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

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

The resolution was declared adopted.

AYES: \_\_\_\_\_ ( )

NOES: \_\_\_\_\_ ( )

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

(SEAL)

\_\_\_\_\_  
Sylvia A. Cabana, Town Clerk  
Town of Hempstead

**LEGAL NOTICE**

NOTICE IS HEREBY GIVEN that the Town Board of the Town of Hempstead, Nassau County, New York, at a meeting held May \_\_, 2018, duly adopted the resolution, a summary of which is published herewith, is not subject to a permissive referendum as provided in Article 7 of the Town Law of the State of New York.

The Town Clerk of the Town of Hempstead, New York

BOND RESOLUTION OF THE TOWN OF HEMPSTEAD, NEW YORK, ADOPTED MAY \_\_, 2018, AUTHORIZING THE PAYMENT OF SETTLED CLAIMS BY THE TOWN IN THE FOLLOWING MATTERS: (A) *LONG ISLAND WATER CORPORATION V. SUPERVISOR OF THE TOWN OF HEMPSTEAD ET AL.* (INDEX NO. 6098/11 (CONSOLIDATED WITH 6601/2003, 5844/2004, 6549/2005, 5920/2006, 7213/2007, 7894/2008, 8112/2009, 8198/2010, 5412/2012, 5185/2013 AND 4057/2014), SUPREME COURT, NASSAU COUNTY), STATING THE ESTIMATED TOTAL COST THEREOF IS \$5,304,410.00, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE AND AUTHORIZING THE ISSUANCE OF BONDS OF THE TOWN IN THE PRINCIPAL AMOUNT NOT TO EXCEED \$5,304,410.00 TO FINANCE SAID APPROPRIATION; (B) *KEYSPAN GAS EAST CORPORATION D/B/A NATIONAL GRID V. SUPERVISOR OF THE TOWN OF HEMPSTEAD ET AL.* (INDEX NO. 6349/11 (CONSOLIDATED WITH 7159/2002, 6663/2003, 5841/2004, 5771/2005, 6844/2006, 6966/2007, 7887/2008, 8200/2009, 8203/2010 and 5459/2012) SUPREME COURT, NASSAU COUNTY), STATING THE ESTIMATED TOTAL COST THEREOF IS \$50,408,151.00, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE AND AUTHORIZING THE ISSUANCE OF BONDS OF THE TOWN IN THE PRINCIPAL AMOUNT NOT TO EXCEED \$50,408,151.00 TO FINANCE SAID APPROPRIATION; (C) *NEW YORK WATER SERVICE CORPORATION V. SUPERVISOR OF THE TOWN OF HEMPSTEAD ET AL.* (INDEX NO. 6348/11 (CONSOLIDATED WITH 7893/2008, 8194/2009, 8206/2010, AND 5216/2012), SUPREME COURT, NASSAU COUNTY), STATING THE ESTIMATED TOTAL COST THEREOF IS \$3,085,653.00, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE AND AUTHORIZING THE ISSUANCE OF BONDS OF THE TOWN IN THE PRINCIPAL AMOUNT NOT TO EXCEED \$3,085,653.00 TO FINANCE SAID APPROPRIATION; AND (D) *VERIZON NEW YORK INC. FORMERLY KNOWN AS NEW YORK TELEPHONE COMPANY V. SUPERVISOR OF THE TOWN OF HEMPSTEAD ET AL.* (INDEX NOS. 6650/2003, 5751/2004, 5671/2005, 5107/2006,



estimated total cost thereof, including preliminary costs and costs incidental thereto and the financing thereof, is \$5,304,410.00 and said amount is hereby appropriated for such purpose. The plan of financing includes the issuance of bonds of the Town in the principal amount of not to exceed \$5,304,410.00 to finance said appropriation, and the levy and collection of taxes on all the taxable real property in the Town to pay the principal of said bonds and the interest thereon as the same shall become due and payable.

(B) *Keyspan Gas East Corporation d/b/a National Grid v. Supervisor of The Town of Hempstead et al.* (Index Nos. 7159/2002, 6663/2003, 5841/2004, 5771/2005, 6844/2006, 6966/2007, 7887/2008, 8200/2009, 8203/2010 and 5459/2012), Supreme Court, Nassau County (all consolidated under Index No. 6349/11). The estimated total cost thereof, including preliminary costs and costs incidental thereto and the financing thereof, is \$50,408,151.00 and said amount is hereby appropriated for such purpose. The plan of financing includes the issuance of bonds of the Town in the principal amount of not to exceed \$50,408,151.00 to finance said appropriation, and the levy and collection of taxes on all the taxable real property in the Town to pay the principal of said bonds and the interest thereon as the same shall become due and payable.

(C) *New York Water Service Corporation v. Supervisor of The Town of Hempstead et al.* (Index Nos. 7893/2008, 8194/2009, 8206/2010 and 5216/2012), Supreme Court, Nassau County (all consolidated under Index No. 6348/11). The estimated total cost thereof, including preliminary costs and costs incidental thereto and the financing thereof, is \$3,085,653.00 and said amount is hereby appropriated for such purpose. The plan of financing includes the issuance of bonds of the Town in the principal amount of not to exceed \$3,085,653.00 to finance said appropriation, and the levy and collection of taxes on all the taxable real property in the Town to pay the principal of said bonds and the interest thereon as the same shall become due and payable.

(D) *Verizon New York Inc. Formerly known as New York Telephone Company v. Supervisor of the Town of Hempstead et al.* (Index Nos. 6650/2003, 5751/2004, 5671/2005, 5107/2006, 6930/2007, 7936/2008, 8115/2009, 8307/2010 and 6101/2011 Supreme Court, Nassau County (all consolidated under Index No. 6348/11). The estimated total cost thereof, including preliminary costs and costs incidental thereto and the financing thereof, is \$23,322,227.00 and said amount is hereby appropriated for such purpose. The plan of financing includes the issuance of bonds of the Town in the principal amount of not to exceed \$23,322,227.00 to finance said appropriation, and the levy and collection of taxes on all the taxable real property in the Town to pay the principal of said bonds and the interest thereon as the same shall become due and payable.

Section 3. Bonds of the Town in the principal amount of not to exceed \$82,120,441.00 are hereby authorized to be issued pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (referred to herein as the "Law"), to finance said appropriation.

Section 4. The following additional matters are hereby determined and declared:

- (a) The period of probable usefulness applicable to the object or purpose for which said Bonds are authorized to be issued, within the limitations of Sections 11.00 a. 33. of the Law, is five (5) years; provided, however, that in the event the total amount of such judgment and any other similar claims, judgments or awards falling due and being paid in a single fiscal year shall exceed one per centum of the average assessed valuation of real property in the Town, the applicable period of probable usefulness shall be ten (10) years; and provided further that in the event such judgment and any other similar claims, judgments or awards falling due and being paid in a single fiscal year shall exceed two per centum of the average assessed

valuation of real property in the Town, the applicable period of probable usefulness shall be fifteen (15) years.

- (b) The proceeds of the bonds herein authorized, and any bond anticipation notes issued in anticipation of said bonds, may be applied to reimburse the Town for expenditures made after the effective date of this resolution for the purpose for which said bonds are authorized.
- (c) This resolution shall constitute the declaration of the Town's "official intent" to reimburse expenditures authorized by Section 2 with proceeds of the Bonds and notes, as required by United States Treasury Regulation Section 1.150-2.
- (d) The proposed maturity of the bonds authorized by this resolution will not exceed ten years.

Section 5. Each of the bonds authorized by this resolution and any bond anticipation notes issued in anticipation of the sale of said bonds shall contain the recital of validity as prescribed by Section 52.00 of the Law and said bonds and any notes issued in anticipation of said bonds shall be general obligations of the Town, payable as to both principal and interest by general tax upon all the taxable real property within the Town. The faith and credit of the Town are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds and any notes issued in anticipation of the sale of said bonds and provision shall be made annually in the budget of the Town by appropriation for (a) the amortization and redemption of the bonds and any notes in anticipation thereof to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 6. Subject to the provisions of this resolution and of the Law and pursuant to the provisions of Section 21.00 of the Law relative to the authorization of the issuance of bonds with substantially level or declining annual debt service, Section 30.00 relative to the authorization of the issuance of bond anticipation notes and Section 50.00 and Sections 56.00 to 60.00 and 168.00 of the Law, the powers and duties of the Town Board as to authorizing bond anticipation notes and prescribing the terms, form and contents and as to the sale and issuance of the bonds herein authorized, and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said bond anticipation notes, and the powers and duties relative to executing contracts for credit enhancements and providing for substantially level or declining annual debt service, are hereby delegated to the Supervisor, the chief fiscal officer of the Town.

Section 7. The validity of the bonds authorized by this resolution, and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

- (a) such obligations are authorized for an object or purpose for which the Town is not authorized to expend money, or
- (b) the provisions of law which should be complied with at the date of the publication of such resolution, or a summary thereof, are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or
- (c) such obligations are authorized in violation of the provisions of the constitution.

Section 8. Resolution No. 1842-2017 of the Town of Hempstead, New York, adopted December 12, 2017 is hereby rescinded.

Section 9. This bond resolution shall take effect immediately and the Town Clerk is hereby authorized and directed to publish the foregoing resolution, in summary, together with a Notice attached in substantially the form prescribed by Section 81.00 of the Law in the "*Long Island Business News*." a newspaper having a general circulation in said Town, which newspaper is hereby designated as the official newspaper of the Town for such publication.

BOND RESOLUTION OF THE TOWN OF HEMPSTEAD, NEW YORK, ADOPTED MAY \_\_\_\_, 2018, AUTHORIZING THE FINANCING OF UNDERGROUND INJECTION CONTROL PROJECTS WITHIN THE TOWN FOR THE GENERAL FUND OF THE TOWN, STATING THE MAXIMUM COST THEREOF IS \$350,000, APPROPRIATING SAID AMOUNT THEREFOR, AND AUTHORIZING THE ISSUANCE OF \$350,000 SERIAL BONDS OF SAID TOWN TO FINANCE SAID APPROPRIATION

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

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

Section 1. The applicable provisions of the State Environmental Quality Review Act have been complied with to the extent required for the above titled purpose.

Section 2. The Town is hereby authorized to finance underground injection control projects within the Town for the general fund of the Town. The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof, is \$350,000, and said amount is hereby appropriated therefor. The financing thereof includes the issuance of \$350,000 serial bonds of the Town to finance said appropriation and the levy and collection of taxes on all taxable real property in the Town to pay the principal of said bonds and the interest thereon as the same become due and payable.

Section 3. Serial bonds of the Town in the principal amount of \$350,000 are hereby authorized to be issued pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called the "Law") to finance said appropriation.

Section 4. The following additional matters are hereby determined and declared:

(a) The period of probable usefulness of the aforesaid class of objects or purposes for which said \$350,000 serial bonds authorized pursuant to this resolution are to be issued within the limitations of subdivision 88 of paragraph a of Section 11.00 of the Law, is ten (10) years.

(b) The proposed maturity of the bonds authorized by this resolution will exceed five (5) years. It is hereby further determined that the foregoing is not an assessable improvement.

Section 5. Each of the bonds authorized by this resolution and any bond anticipation notes issued in anticipation of the sale of said bonds shall contain the recital of validity as prescribed

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

Section 6. Subject to the provisions of this resolution and of the Law, and pursuant to the provisions of Section 21.00, Section 30.00, Section 50.00, Sections 56.00 to 60.00 and Section 63.00 of the Law, the powers and duties of the Town Board relative to authorizing the issuance of any notes in anticipation of the sale of the bonds herein authorized, or the renewals thereof, determining whether to issue bonds with substantially level or declining annual debt service, prescribing the terms, form and contents of the bonds herein authorized, bond anticipation notes issued in anticipation of said bonds and the renewals thereof, and any other powers or duties pertaining to or incidental to the sale and issuance of the bonds herein authorized, bond anticipation notes issued in anticipation of said bonds and the renewals thereof, are hereby delegated to the Supervisor, as the chief fiscal officer of the Town.

Section 7. The validity of the bonds authorized by this resolution and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

- (a) such obligations are authorized for an object or purpose for which said Town is not authorized to expend money, or
- (b) the provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or
- (c) such obligations are authorized in violation of the provisions of the Constitution.

Section 8. This resolution shall constitute the declaration of the Town's "official intent" to reimburse expenditures authorized by Section 2 with proceeds of the Bonds and notes, as required by United States Treasury Regulation Section 1.150-2.

Section 9. This resolution, when it takes effect, shall be published, in full or in summary form, in "LONG ISLAND BUSINESS NEWS", a newspaper having a general circulation within said Town and hereby designated the official newspaper of the Town for such publication, together with a notice in substantially the form as prescribed by Section 81.00 of the Law.

Section 10. This resolution is adopted subject to permissive referendum.

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

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

The resolution was declared adopted.

AYES: \_\_\_\_\_ ( )

NOES: \_\_\_\_\_ ( )

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

(SEAL)

\_\_\_\_\_  
Sylvia A. Cabana, Town Clerk  
Town of Hempstead

LEGAL NOTICE

NOTICE IS HEREBY GIVEN that the Town Board of the Town of Hempstead, Nassau County, New York, at a meeting held May \_\_, 2018, duly adopted the resolution, a summary of which is published herewith, subject to permissive referendum as provided in Article 7 of the Town Law of the State of New York.

The Town Clerk of the Town of Hempstead, New York

BOND RESOLUTION OF THE TOWN OF HEMPSTEAD, NEW YORK, ADOPTED MAY \_\_, 2018, AUTHORIZING THE FINANCING OF UNDERGROUND INJECTION CONTROL PROJECTS WITHIN THE TOWN FOR THE GENERAL FUND OF THE TOWN, STATING THE MAXIMUM COST THEREOF IS \$350,000, APPROPRIATING SAID AMOUNT THEREFOR, AND AUTHORIZING THE ISSUANCE OF \$350,000 SERIAL BONDS OF SAID TOWN TO FINANCE SAID APPROPRIATION

Period of probable usefulness: 10 years

Class of objects or purposes: The costs associated with the underground injection control projects within the Town for the general fund of the Town

Amount of obligations to be issued: \$350,000 bonds

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

Dated: May \_\_, 2018  
Hempstead, New York



BOND RESOLUTION OF THE TOWN OF HEMPSTEAD, NEW YORK, ADOPTED MAY \_\_\_\_, 2018, AUTHORIZING THE FINANCING OF THE UNDERGROUND TANK MANAGEMENT PROJECT WITHIN THE TOWN, STATING THE MAXIMUM COST THEREOF IS \$350,000, APPROPRIATING SAID AMOUNT THEREFOR, AND AUTHORIZING THE ISSUANCE OF \$350,000 SERIAL BONDS OF SAID TOWN TO FINANCE SAID APPROPRIATION.

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

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

Section 1. The applicable provisions of the State Environmental Quality Review Act have been complied with to the extent required for the above titled purpose.

Section 2. The Town is hereby authorized to finance the costs associated with the Underground Tank Management Project relating to underground tank remediation within the Town (the "Purpose"). The additional estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof, is \$350,000, and said amount is hereby appropriated therefor. The financing thereof includes the issuance of \$350,000 serial bonds of the Town to finance said appropriation and the levy and collection of taxes on all taxable real property in the Town to pay the principal of said bonds and the interest thereon as the same become due and payable.

Section 3. Serial bonds of the Town in the principal amount of \$350,000 are hereby authorized to be issued pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called the "Law") to finance said appropriation.

Section 4. The following additional matters are hereby determined and declared:

- (a) The period of probable usefulness of the Purpose for which said \$350,000 serial bonds authorized pursuant to this resolution are to be issued, within the limitations of subdivision 88 of paragraph a of Section 11.00 of the Law, is ten (10) years.

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- (b) The proposed maturity of the bonds authorized by this resolution will exceed five (5) years. It is hereby further determined that the foregoing is not an assessable improvement.

Section 5. Each of the bonds authorized by this resolution and any bond anticipation notes issued in anticipation of the sale of said bonds shall contain the recital of validity as prescribed by Section 52.00 of the Law and said bonds and any notes issued in anticipation of said bonds, shall be obligations of the Town, payable as to both principal and interest by a general tax levied and collected from all the taxable real property within the Town without limitation of rate or amount. The faith and credit of the Town are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds and any notes issued in anticipation of the sale of said bonds and provision shall be made annually in the budget of the Town by appropriation for (a) amortization and redemption of the bonds and any notes in anticipation thereof to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 6. Subject to the provisions of this resolution and of the Law, and pursuant to the provisions of Section 21.00, Section 30.00, Section 50.00, Sections 56.00 to 60.00 and Section 63.00 of the Law, the powers and duties of the Town Board relative to authorizing the issuance of any notes in anticipation of the sale of the bonds herein authorized, or the renewals thereof, determining whether to issue bonds with substantially level or declining annual debt service, prescribing the terms, form and contents of the bonds herein authorized, bond anticipation notes issued in anticipation of said bonds and the renewals thereof, and any other powers or duties pertaining to or incidental to the sale and issuance of the bonds herein authorized, bond anticipation notes issued in anticipation of said bonds and the renewals thereof, are hereby delegated to the Supervisor, as the chief fiscal officer of the Town.

Section 7. The validity of the bonds authorized by this resolution and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

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

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

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

Section 8. This resolution shall constitute the declaration of the Town's "official intent" to reimburse expenditures authorized by Section 2 with proceeds of the Bonds and notes, as required by United States Treasury Regulation Section 1.150-2.

Section 9. This resolution, when it takes effect, shall be published, in full or in summary form, in LONG ISLAND BUSINESS NEWS", a newspaper having a general circulation within said Town and hereby designated the official newspaper of the Town for such publication, together with a notice in substantially the form as prescribed by Section 81.00 of the Law.

Section 10. This resolution is adopted subject to permissive referendum.

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

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

The resolution was declared adopted.

AYES: \_\_\_\_\_ ( )

NOES: \_\_\_\_\_ ( )

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

(SEAL)

\_\_\_\_\_  
Sylvia A. Cabana, Town Clerk  
Town of Hempstead

LEGAL NOTICE

NOTICE IS HEREBY GIVEN that the Town Board of the Town of Hempstead, Nassau County, New York, at a meeting held May \_\_\_, 2018, duly adopted the resolution, a summary of which is published herewith, subject to permissive referendum as provided in Article 7 of the Town Law of the State of New York.

The Town Clerk of the Town of Hempstead, New York

BOND RESOLUTION OF THE TOWN OF HEMPSTEAD, NEW YORK, ADOPTED MAY \_\_\_, 2018, AUTHORIZING THE FINANCING OF THE UNDERGROUND TANK MANAGEMENT PROJECT WITHIN THE TOWN, STATING THE MAXIMUM COST THEREOF IS \$350,000, APPROPRIATING SAID AMOUNT THEREFOR, AND AUTHORIZING THE ISSUANCE OF \$350,000 SERIAL BONDS OF SAID TOWN TO FINANCE SAID APPROPRIATION.

Period of probable usefulness: 10 years

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

Amount of obligations to be issued: \$350,000 bonds

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

Dated: May \_\_\_, 2018  
Hempstead, New York

BOND RESOLUTION OF THE TOWN OF HEMPSTEAD, NEW YORK, ADOPTED MAY \_\_\_, 2018, AUTHORIZING THE FINANCING OF VARIOUS BUILDING ALTERATIONS, FOR ASBESTOS REMOVAL FROM GENERAL FUND BUILDINGS IN THE TOWN, STATING THE MAXIMUM COST THEREOF IS \$100,000, APPROPRIATING SAID AMOUNT THEREFOR, AND AUTHORIZING THE ISSUANCE OF \$100,000 SERIAL BONDS OF SAID TOWN TO FINANCE SAID APPROPRIATION

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

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

Section 1. Based upon the review of this action by the Town, the Town Board hereby determines that it is a "Type II Action" under the State Environmental Quality Review Act and therefore no further environmental review is required.

Section 2. The Town is hereby authorized to finance the cost of various building alterations for asbestos removal from General Fund buildings in the Town each relating to Class "B" buildings, as such term is defined in the Law herein defined. The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof, is \$100,000, and said amount is hereby appropriated therefor. The financing thereof includes the issuance of \$100,000 serial bonds of the Town to finance said appropriation and the levy and collection of taxes on all taxable real property in the Town to pay the principal of said bonds and the interest thereon as the same become due and payable.

Section 3. Serial bonds of the Town in the principal amount of \$100,000 are hereby authorized to be issued pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called the "Law") to finance said appropriation.

Section 4. The following additional matters are hereby determined and declared:

(a) The period of probable usefulness of the aforesaid class of objects or purposes for which said \$100,000 serial bonds authorized pursuant to this resolution are to be issued within the limitations of subdivision 13 of paragraph of Section 11.00 of the Law, is ten (10) years.

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(b) The proposed maturity of the bonds authorized by this resolution will exceed five (5) years. It is hereby further determined that the foregoing is not an assessable improvement.

Section 5. Each of the bonds authorized by this resolution and any bond anticipation notes issued in anticipation of the sale of said bonds shall contain the recital of validity as prescribed by Section 52.00 of the Law and said bonds and any notes issued in anticipation of said bonds, shall be obligations of the Town, payable as to both principal and interest by general tax levied and collected from all the taxable real property within the Town without limitation of rate or amount. The faith and credit of the Town are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds and any notes issued in anticipation of the sale of said bonds and provision shall be made annually in the budget of the Town by appropriation for (a) amortization and redemption of the bonds and any notes in anticipation thereof to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 6. Subject to the provisions of this resolution and of the Law, and pursuant to the provisions of Section 21.00, Section 30.00, Section 50.00, Sections 56.00 to 60.00 and Section 63.00 of the Law, the powers and duties of the Town Board relative to authorizing the issuance of any notes in anticipation of the sale of the bonds herein authorized, or the renewals thereof, determining whether to issue bonds with substantially level or declining annual debt service, prescribing the terms, form and contents of the bonds herein authorized, bond anticipation notes issued in anticipation of said bonds and the renewals thereof, and any other powers or duties pertaining to or incidental to the sale and issuance of the bonds herein authorized, bond anticipation notes issued in anticipation of said bonds and the renewals thereof, are hereby delegated to the Supervisor, as the chief fiscal officer of the Town.

Section 7. The validity of the bonds authorized by this resolution and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

- (a) such obligations are authorized for an object or purpose for which said Town is not authorized to expend money, or
- (b) the provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

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

Section 8. This resolution shall constitute the declaration of the Town's "official intent" to reimburse expenditures authorized by Section 2 with proceeds of the Bonds and notes, as required by United States Treasury Regulation Section 1.150-2.

Section 9. This resolution, when it takes effect, shall be published, in full or in summary form, in LONG ISLAND BUSINESS NEWS", a newspaper having a general circulation within said Town and hereby designated the official newspaper of the Town for such publication, together with a notice in substantially the form as prescribed by Section 81.00 of the Law.

Section 10. This resolution is adopted subject to permissive referendum.



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

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

The resolution was declared adopted.

AYES: \_\_\_\_\_ ( )

NOES: \_\_\_\_\_ ( )

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

(SEAL)

\_\_\_\_\_  
Sylvia A. Cabana, Town Clerk  
Town of Hempstead

LEGAL NOTICE

NOTICE IS HEREBY GIVEN that the Town Board of the Town of Hempstead, Nassau County, New York, at a meeting held May \_\_, 2018, duly adopted the resolution, a summary of which is published herewith, subject to permissive referendum as provided in Article 7 of the Town Law of the State of New York.

The Town Clerk of the Town of Hempstead, New York

BOND RESOLUTION OF THE TOWN OF HEMPSTEAD, NEW YORK, ADOPTED MAY \_\_, 2018, AUTHORIZING THE FINANCING OF VARIOUS BUILDING ALTERATIONS, FOR ASBESTOS REMOVAL FROM GENERAL FUND BUILDINGS IN THE TOWN, STATING THE MAXIMUM COST THEREOF IS \$100,000, APPROPRIATING SAID AMOUNT THEREFOR, AND AUTHORIZING THE ISSUANCE OF \$100,000 SERIAL BONDS OF SAID TOWN TO FINANCE SAID APPROPRIATION

Period of probable usefulness: 10 years

Class of objects or purposes: The costs associated with the building alterations for asbestos removal from General Fund buildings within the Town

Amount of obligations to be issued: \$100,000 bonds

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

Dated: May \_\_, 2018  
Hempstead, New York

BOND RESOLUTION OF THE TOWN OF HEMPSTEAD, NEW YORK, ADOPTED MAY \_\_\_\_, 2018, AUTHORIZING THE FINANCING OF UNDERGROUND INJECTION CONTROL PROJECTS WITHIN THE TOWN FOR THE HIGHWAY DEPARTMENT OF THE TOWN, STATING THE MAXIMUM COST THEREOF IS \$2,400,000, APPROPRIATING SAID AMOUNT THEREFOR, AND AUTHORIZING THE ISSUANCE OF \$2,400,000 SERIAL BONDS OF SAID TOWN TO FINANCE SAID APPROPRIATION

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

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

Section 1. The applicable provisions of the State Environmental Quality Review Act have been complied with to the extent required for the above titled purpose.

Section 2. The Town is hereby authorized to finance underground injection control projects within the Town for the Highway Department of the Town. The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof, is \$2,400,000, and said amount is hereby appropriated therefor. The financing thereof includes the issuance of \$2,400,000 serial bonds of the Town to finance said appropriation and the levy and collection of taxes on all taxable real property in the Town to pay the principal of said bonds and the interest thereon as the same become due and payable.

Section 3. Serial bonds of the Town in the principal amount of \$2,400,000 are hereby authorized to be issued pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called the "Law") to finance said appropriation.

Section 4. The following additional matters are hereby determined and declared:

(a) The period of probable usefulness of the aforesaid class of objects or purposes for which said \$2,400,000 serial bonds authorized pursuant to this resolution are to be issued within the limitations of subdivision 88 of paragraph a of Section 11.00 of the Law, is ten (10) years.

(b) The proposed maturity of the bonds authorized by this resolution will exceed five (5) years. It is hereby further determined that the foregoing is not an assessable improvement.

Item # 46  
Case # 1137

Section 5. Each of the bonds authorized by this resolution and any bond anticipation notes issued in anticipation of the sale of said bonds shall contain the recital of validity as prescribed by Section 52.00 of the Law and said bonds and any notes issued in anticipation of said bonds, shall be obligations of the Town, payable as to both principal and interest by general tax levied and collected from all the taxable real property within the Town without limitation of rate or amount. The faith and credit of the Town are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds and any notes issued in anticipation of the sale of said bonds and provision shall be made annually in the budget of the Town by appropriation for (a) amortization and redemption of the bonds and any notes in anticipation thereof to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 6. Subject to the provisions of this resolution and of the Law, and pursuant to the provisions of Section 21.00, Section 30.00, Section 50.00, Sections 56.00 to 60.00 and Section 63.00 of the Law, the powers and duties of the Town Board relative to authorizing the issuance of any notes in anticipation of the sale of the bonds herein authorized, or the renewals thereof, determining whether to issue bonds with substantially level or declining annual debt service, prescribing the terms, form and contents of the bonds herein authorized, bond anticipation notes issued in anticipation of said bonds and the renewals thereof, and any other powers or duties pertaining to or incidental to the sale and issuance of the bonds herein authorized, bond anticipation notes issued in anticipation of said bonds and the renewals thereof, are hereby delegated to the Supervisor, as the chief fiscal officer of the Town.

Section 7. The validity of the bonds authorized by this resolution and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

- (a) such obligations are authorized for an object or purpose for which said Town is not authorized to expend money, or
- (b) the provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or
- (c) such obligations are authorized in violation of the provisions of the Constitution.

Section 8. This resolution shall constitute the declaration of the Town's "official intent" to reimburse expenditures authorized by Section 2 with proceeds of the Bonds and notes, as required by United States Treasury Regulation Section 1.150-2.

Section 9. This resolution, when it takes effect, shall be published, in full or in summary form, in LONG ISLAND BUSINESS NEWS", a newspaper having a general circulation within said Town and hereby designated the official newspaper of the Town for such publication, together with a notice in substantially the form as prescribed by Section 81.00 of the Law.

Section 10. This resolution is adopted subject to permissive referendum.

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

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

The resolution was declared adopted.

AYES: \_\_\_\_\_ ( )

NOES: \_\_\_\_\_ ( )

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

(SEAL)

\_\_\_\_\_  
Sylvia A. Cabana, Town Clerk  
Town of Hempstead

LEGAL NOTICE

NOTICE IS HEREBY GIVEN that the Town Board of the Town of Hempstead, Nassau County, New York, at a meeting held May \_\_\_, 2018, duly adopted the resolution, a summary of which is published herewith, subject to permissive referendum as provided in Article 7 of the Town Law of the State of New York.

The Town Clerk of the Town of Hempstead, New York

BOND RESOLUTION OF THE TOWN OF HEMPSTEAD, NEW YORK, ADOPTED MAY \_\_\_, 2018, AUTHORIZING THE FINANCING OF UNDERGROUND INJECTION CONTROL PROJECTS WITHIN THE TOWN FOR THE HIGHWAY DEPARTMENT OF THE TOWN, STATING THE MAXIMUM COST THEREOF IS \$2,400,000, APPROPRIATING SAID AMOUNT THEREFOR, AND AUTHORIZING THE ISSUANCE OF \$2,400,000 SERIAL BONDS OF SAID TOWN TO FINANCE SAID APPROPRIATION

Period of probable usefulness: 10 years

Class of objects or purposes: The costs associated with the underground injection control projects within the Town for the Highway Department of the Town

Amount of obligations to be issued: \$2,400,000 bonds

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

Dated: May \_\_\_, 2018  
Hempstead, New York

BOND RESOLUTION OF THE TOWN OF HEMPSTEAD, NEW YORK, ADOPTED MAY \_\_\_\_, 2018, AUTHORIZING THE FINANCING OF THE ACQUISITION AND INSTALLATION OF FUEL ISLANDS AT EACH OF AVERILL PARK AND MARKET LANE PARK FOR THE PARKS DEPARTMENT IN THE TOWN, STATING THE MAXIMUM COST THEREOF IS \$2,400,000, APPROPRIATING SAID AMOUNT THEREFOR, AND AUTHORIZING THE ISSUANCE OF \$2,400,000 SERIAL BONDS OF SAID TOWN TO FINANCE SAID APPROPRIATION

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

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

Section 1. The applicable provisions of the State Environmental Quality Review Act have been complied with to the extent required for the above titled purpose.

Section 2. The Town is hereby authorized to finance the acquisition and installation of two fuel islands for the Parks Department in the Town, one in Averill Park and one in Market Lane Park. The estimated maximum cost of said object or purpose, including preliminary costs and costs incidental thereto and the financing thereof, is \$2,400,000, and said amount is hereby appropriated therefor. The financing thereof includes the issuance of \$2,400,000 serial bonds of the Town to finance said appropriation and the levy and collection of taxes on all taxable real property in the Town to pay the principal of said bonds and the interest thereon as the same become due and payable.

Section 3. Serial bonds of the Town in the principal amount of \$2,400,000 are hereby authorized to be issued pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called the "Law") to finance said appropriation.

Section 4. The following additional matters are hereby determined and declared:

(a) The period of probable usefulness of the aforesaid object or purpose for which said \$2,400,000 serial bonds authorized pursuant to this resolution are to be issued within the limitations of subdivision 88 of paragraph a of Section 11.00 of the Law, is fifteen (15) years.

(b) The proposed maturity of the bonds authorized by this resolution will exceed five (5) years. It is hereby further determined that the foregoing is not an assessable improvement.

Item # 49

Case # 9571



Section 5. Each of the bonds authorized by this resolution and any bond anticipation notes issued in anticipation of the sale of said bonds shall contain the recital of validity as prescribed by Section 52.00 of the Law and said bonds and any notes issued in anticipation of said bonds, shall be obligations of the Town, payable as to both principal and interest by general tax levied and collected from all the taxable real property within the Town without limitation of rate or amount. The faith and credit of the Town are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds and any notes issued in anticipation of the sale of said bonds and provision shall be made annually in the budget of the Town by appropriation for (a) amortization and redemption of the bonds and any notes in anticipation thereof to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 6. Subject to the provisions of this resolution and of the Law, and pursuant to the provisions of Section 21.00, Section 30.00, Section 50.00, Sections 56.00 to 60.00 and Section 63.00 of the Law, the powers and duties of the Town Board relative to authorizing the issuance of any notes in anticipation of the sale of the bonds herein authorized, or the renewals thereof, determining whether to issue bonds with substantially level or declining annual debt service, prescribing the terms, form and contents of the bonds herein authorized, bond anticipation notes issued in anticipation of said bonds and the renewals thereof, and any other powers or duties pertaining to or incidental to the sale and issuance of the bonds herein authorized, bond anticipation notes issued in anticipation of said bonds and the renewals thereof, are hereby delegated to the Supervisor, as the chief fiscal officer of the Town.

Section 7. The validity of the bonds authorized by this resolution and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

- (a) such obligations are authorized for an object or purpose for which said Town is not authorized to expend money, or
- (b) the provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or
- (c) such obligations are authorized in violation of the provisions of the Constitution.

Section 8. This resolution shall constitute the declaration of the Town's "official intent" to reimburse expenditures authorized by Section 2 with proceeds of the Bonds and notes, as required by United States Treasury Regulation Section 1.150-2.

Section 9. This resolution, when it takes effect, shall be published, in full or in summary form, in LONG ISLAND BUSINESS NEWS", a newspaper having a general circulation within said Town and hereby designated the official newspaper of the Town for such publication, together with a notice in substantially the form as prescribed by Section 81.00 of the Law.

Section 10. This resolution is adopted subject to permissive referendum.

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

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

The resolution was declared adopted.

AYES: \_\_\_\_\_ ( )

NOES: \_\_\_\_\_ ( )

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

(SEAL)

\_\_\_\_\_  
Sylvia A. Cabana, Town Clerk  
Town of Hempstead

LEGAL NOTICE

NOTICE IS HEREBY GIVEN that the Town Board of the Town of Hempstead, Nassau County, New York, at a meeting held May \_\_, 2018, duly adopted the resolution, a summary of which is published herewith, subject to permissive referendum as provided in Article 7 of the Town Law of the State of New York.

The Town Clerk of the Town of Hempstead, New York

BOND RESOLUTION OF THE TOWN OF HEMPSTEAD, NEW YORK, ADOPTED MAY \_\_, 2018, AUTHORIZING THE FINANCING OF THE ACQUISITION AND INSTALLATION OF FUEL ISLANDS AT EACH OF AVERILL PARK AND MARKET LANE PARK FOR THE PARKS DEPARTMENT IN THE TOWN, STATING THE MAXIMUM COST THEREOF IS \$2,400,000, APPROPRIATING SAID AMOUNT THEREFOR, AND AUTHORIZING THE ISSUANCE OF \$2,400,000 SERIAL BONDS OF SAID TOWN TO FINANCE SAID APPROPRIATION

Period of probable usefulness: 15 years

Class of objects or purposes: The costs associated with the acquisition and installation of two fuel islands for the Parks Department in the Town, one in Averill Park and one in Market Lane Park

Amount of obligations to be issued: \$2,400,000 bonds

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

Dated: May \_\_, 2018  
Hempstead, New York

BOND RESOLUTION OF THE TOWN OF HEMPSTEAD, NEW YORK, ADOPTED MAY \_\_\_\_, 2018, AUTHORIZING THE FINANCING OF UNDERGROUND INJECTION CONTROL PROJECTS FOR THE PARKS DEPARTMENT OF THE TOWN, STATING THE MAXIMUM COST THEREOF IS \$120,000, APPROPRIATING SAID AMOUNT THEREFOR, AND AUTHORIZING THE ISSUANCE OF \$120,000 SERIAL BONDS OF SAID TOWN TO FINANCE SAID APPROPRIATION

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

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

Section 1. The applicable provisions of the State Environmental Quality Review Act have been complied with to the extent required for the above titled purpose.

Section 2. The Town is hereby authorized to finance underground injection control projects within the Town for the Parks Department of the Town. The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof, is \$120,000, and said amount is hereby appropriated therefor. The financing thereof includes the issuance of \$120,000 serial bonds of the Town to finance said appropriation and the levy and collection of taxes on all taxable real property in the Town to pay the principal of said bonds and the interest thereon as the same become due and payable.

Section 3. Serial bonds of the Town in the principal amount of \$120,000 are hereby authorized to be issued pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called the "Law") to finance said appropriation.

Section 4. The following additional matters are hereby determined and declared:

(a) The period of probable usefulness of the aforesaid class of objects or purposes for which said \$120,000 serial bonds authorized pursuant to this resolution are to be issued within the limitations of subdivision 88 of paragraph a of Section 11.00 of the Law, is ten (10) years.

(b) The proposed maturity of the bonds authorized by this resolution will exceed five (5) years. It is hereby further determined that the foregoing is not an assessable improvement.

Section 5. Each of the bonds authorized by this resolution and any bond anticipation notes issued in anticipation of the sale of said bonds shall contain the recital of validity as prescribed.

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Case # \_\_\_\_\_ 9571

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

Section 6. Subject to the provisions of this resolution and of the Law, and pursuant to the provisions of Section 21.00, Section 30.00, Section 50.00, Sections 56.00 to 60.00 and Section 63.00 of the Law, the powers and duties of the Town Board relative to authorizing the issuance of any notes in anticipation of the sale of the bonds herein authorized, or the renewals thereof, determining whether to issue bonds with substantially level or declining annual debt service, prescribing the terms, form and contents of the bonds herein authorized, bond anticipation notes issued in anticipation of said bonds and the renewals thereof, and any other powers or duties pertaining to or incidental to the sale and issuance of the bonds herein authorized, bond anticipation notes issued in anticipation of said bonds and the renewals thereof, are hereby delegated to the Supervisor, as the chief fiscal officer of the Town.

Section 7. The validity of the bonds authorized by this resolution and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

- (a) such obligations are authorized for an object or purpose for which said Town is not authorized to expend money, or
- (b) the provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or
- (c) such obligations are authorized in violation of the provisions of the Constitution.

Section 8. This resolution shall constitute the declaration of the Town's "official intent" to reimburse expenditures authorized by Section 2 with proceeds of the Bonds and notes, as required by United States Treasury Regulation Section 1.150-2.

Section 9. This resolution, when it takes effect, shall be published, in full or in summary form, in LONG ISLAND BUSINESS NEWS", a newspaper having a general circulation within said Town and hereby designated the official newspaper of the Town for such publication, together with a notice in substantially the form as prescribed by Section 81.00 of the Law.

Section 10. This resolution is adopted subject to permissive referendum.

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

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

The resolution was declared adopted.

AYES: \_\_\_\_\_ ( )

NOES: \_\_\_\_\_ ( )

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

(SEAL)

\_\_\_\_\_  
Sylvia A. Cabana, Town Clerk  
Town of Hempstead



LEGAL NOTICE

NOTICE IS HEREBY GIVEN that the Town Board of the Town of Hempstead, Nassau County, New York, at a meeting held May \_\_\_, 2018, duly adopted the resolution, a summary of which is published herewith, subject to permissive referendum as provided in Article 7 of the Town Law of the State of New York.

The Town Clerk of the Town of Hempstead, New York

BOND RESOLUTION OF THE TOWN OF HEMPSTEAD, NEW YORK, ADOPTED MAY \_\_\_, 2018, AUTHORIZING THE FINANCING OF UNDERGROUND INJECTION CONTROL PROJECTS FOR THE PARKS DEPARTMENT OF THE TOWN, STATING THE MAXIMUM COST THEREOF IS \$120,000, APPROPRIATING SAID AMOUNT THEREFOR, AND AUTHORIZING THE ISSUANCE OF \$120,000 SERIAL BONDS OF SAID TOWN TO FINANCE SAID APPROPRIATION

Period of probable usefulness: 10 years

Class of objects or purposes: The costs associated with the underground injection control projects within the Town for the Town's Parks Department

Amount of obligations to be issued: \$120,000 bonds

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

Dated: May \_\_\_, 2018  
Hempstead, New York

BOND RESOLUTION OF THE TOWN OF HEMPSTEAD, NEW YORK, ADOPTED MAY \_\_\_\_, 2018, AUTHORIZING THE FINANCING OF THE RECONSTRUCTION OF SIDEWALKS FOR PART OF THE TOWN, STATING THE MAXIMUM COST THEREOF IS \$500,000, APPROPRIATING SAID AMOUNT THEREFOR, AND AUTHORIZING THE ISSUANCE OF \$500,000 SERIAL BONDS OF SAID TOWN TO FINANCE SAID APPROPRIATION

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

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

Section 1. Pursuant to Article 8 of the Environmental Conservation Law of the State of New York, as amended, and the regulations of the Department of Environmental Conservation of the State of New York promulgated thereunder (collectively referred to hereinafter as "SEQRA"), the Town Board of the Town hereby determines that the Purpose (as herein defined) is a Type II Action, and that no further action is required to satisfy the requirements of SEQRA.

Section 2. The Town is hereby authorized to finance the reconstruction of sidewalks for the Town (the "Purpose"). The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof, is \$500,000, and said amount is hereby appropriated therefor. The financing thereof includes the issuance of \$500,000 serial bonds of the Town to finance said appropriation and the levy and collection of taxes on all taxable real property in the Town to pay the principal of said bonds and the interest thereon as the same become due and payable.

Section 3. Serial bonds of the Town in the principal amount of \$500,000 are hereby authorized to be issued pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called the "Law") to finance said appropriation.

Section 4. The following additional matters are hereby determined and declared:

- (a) The period of probable usefulness of the aforesaid class of objects or purposes for which said \$500,000 serial bonds authorized pursuant to this resolution are to be issued within the limitations of subdivision 24 of paragraph a of Section 11.00 of the Law, is ten (10) years.

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Case # 2587

(b) The proposed maturity of the bonds authorized by this resolution will exceed five (5) years. It is hereby further determined that the foregoing is not an assessable improvement.

Section 5. Each of the bonds authorized by this resolution and any bond anticipation notes issued in anticipation of the sale of said bonds shall contain the recital of validity as prescribed by Section 52.00 of the Law and said bonds and any notes issued in anticipation of said bonds, shall be obligations of the Town, payable as to both principal and interest by general tax levied and collected from all the taxable real property within the Town without limitation of rate or amount. The faith and credit of the Town are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds and any notes issued in anticipation of the sale of said bonds and provision shall be made annually in the budget of the Town by appropriation for (a) amortization and redemption of the bonds and any notes in anticipation thereof to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 6. Subject to the provisions of this resolution and of the Law, and pursuant to the provisions of Section 21.00, Section 30.00, Section 50.00, Sections 56.00 to 60.00 and Section 63.00 of the Law, the powers and duties of the Town Board relative to authorizing the issuance of any notes in anticipation of the sale of the bonds herein authorized, or the renewals thereof, determining whether to issue bonds with substantially level or declining annual debt service, prescribing the terms, form and contents of the bonds herein authorized, bond anticipation notes issued in anticipation of said bonds and the renewals thereof, and any other powers or duties pertaining to or incidental to the sale and issuance of the bonds herein authorized, bond anticipation notes issued in anticipation of said bonds and the renewals thereof, are hereby delegated to the Supervisor, as the chief fiscal officer of the Town.

Section 7. The validity of the bonds authorized by this resolution and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

(a) such obligations are authorized for an object or purpose for which said Town is not authorized to expend money, or

(b) the provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

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

Section 8. This resolution shall constitute the declaration of the Town's "official intent" to reimburse expenditures authorized by Section 2 with proceeds of the Bonds and notes, as required by United States Treasury Regulation Section 1.150-2.

Section 9. This resolution, when it takes effect, shall be published, in full or in summary form, in "LONG ISLAND BUSINESS NEWS", a newspaper having a general circulation within said Town and hereby designated the official newspaper of the Town for such publication, together with a notice in substantially the form as prescribed by Section 81.00 of the Law.

Section 10. This resolution is adopted subject to permissive referendum.

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

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

The resolution was declared adopted.

AYES: \_\_\_\_\_ ( )

NOES: \_\_\_\_\_ ( )

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

(SEAL)

\_\_\_\_\_  
Sylvia A. Cabana, Town Clerk  
Town of Hempstead

## LEGAL NOTICE

NOTICE IS HEREBY GIVEN that the resolution a summary of which is published herewith, has been adopted by the Town Board of the Town of Hempstead, Nassau County, New York, on May \_\_, 2018, subject to permissive referendum and the period of time has elapsed for the submission and filing of a petition for permissive referendum and a valid petition has not been submitted or filed, and the validity of the obligations authorized by such resolution may be hereafter contested only if such obligations were authorized for an object or purpose for which the Town of Hempstead is not authorized to expend money, or if the provisions of law which should have been complied with as of the date of publication of this notice were not substantially complied with, and an action, suit or proceeding contesting the validity of such resolution is commenced within twenty days after the date of publication of this notice, or such obligations were authorized in violation of the provisions of the Constitution.

The Town Clerk of the Town of Hempstead, New York

BOND RESOLUTION OF THE TOWN OF HEMPSTEAD, NEW YORK, ADOPTED MAY \_\_, 2018, AUTHORIZING THE FINANCING OF THE RECONSTRUCTION OF SIDEWALKS FOR PART OF THE TOWN, STATING THE MAXIMUM COST THEREOF IS \$500,000, APPROPRIATING SAID AMOUNT THEREFOR, AND AUTHORIZING THE ISSUANCE OF \$500,000 SERIAL BONDS OF SAID TOWN TO FINANCE SAID APPROPRIATION

Period of probable usefulness:        10 years

Class of objects or purposes:        The costs associated with the reconstruction of sidewalks for part of the Town

Amount of obligations to be issued: \$500,000 bonds

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

Dated: May \_\_, 2018  
Hempstead, New York

**LEGAL NOTICE**

NOTICE IS HEREBY GIVEN that the Town Board of the Town of Hempstead, Nassau County, New York, at a meeting held May \_\_\_, 2018, duly adopted the resolution, a summary of which is published herewith, subject to permissive referendum as provided in Article 7 of the Town Law of the State of New York.

The Town Clerk of the Town of Hempstead, New York

BOND RESOLUTION OF THE TOWN OF HEMPSTEAD, NEW YORK, ADOPTED MAY \_\_\_, 2018, AUTHORIZING THE FINANCING OF THE RECONSTRUCTION OF SIDEWALKS FOR PART OF THE TOWN, STATING THE MAXIMUM COST THEREOF IS \$500,000, APPROPRIATING SAID AMOUNT THEREFOR, AND AUTHORIZING THE ISSUANCE OF \$500,000 SERIAL BONDS OF SAID TOWN TO FINANCE SAID APPROPRIATION

Period of probable usefulness: 10 years

Class of objects or purposes: The costs associated with the reconstruction of sidewalks for part of the Town

Amount of obligations to be issued: \$500,000 bonds

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

Dated: May \_\_\_, 2018  
Hempstead, New York

**ESTOPPEL CERTIFICATE OF THE TOWN CLERK**

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

1. That a bond resolution of the Town Board of the Town was adopted on May \_\_\_\_, 2018, entitled:

"BOND RESOLUTION OF THE TOWN OF HEMPSTEAD, NEW YORK, ADOPTED MAY \_\_\_\_, 2018, AUTHORIZING THE FINANCING OF THE RECONSTRUCTION OF SIDEWALKS FOR PART OF THE TOWN, STATING THE MAXIMUM COST THEREOF IS \$500,000, APPROPRIATING SAID AMOUNT THEREFOR, AND AUTHORIZING THE ISSUANCE OF \$500,000 SERIAL BONDS OF SAID TOWN TO FINANCE SAID APPROPRIATION,"

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

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

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

\_\_\_\_\_  
Sylvia A. Cabana, Town Clerk  
Town Of Hempstead



CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

**RESOLUTION RESCINDING RESOLUTION NO. 1251-2017 AND ESTABLISHING REVISED FEES FOR FACILITIES AT THE LIDO GOLF CLUB, LIDO BEACH, NEW YORK AND AUTHORIZING THE COMMISSIONER TO SET FEES IN THE FUTURE**

WHEREAS, this Town Board adopted Resolution No. 1251-2017 on September 5, 2017 which established certain fees pertaining to the use of the facilities at Lido Golf Club; and

WHEREAS, the Commissioner of the Department of Parks and Recreation recommends that the following revised fee schedule be established for the Lido Golf Club, Lido Beach, New York, and this Town Board deems that the said revised fee schedule is reasonable and in the public interest; and

WHEREAS, the only change from the fee schedule for Lido Golf Club authorized by Resolution No. 1251-2017 is the extension of the discount for Active Military and Veterans from two days a week to seven days a week.

NOW, THEREFORE, BE IT

RESOLVED, that Town Board Resolution No. 1251-2017 be and hereby is rescinded in its entirety;

AND BE IT FURTHER,

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

9 Holes (Early Bird & Twilight)

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

18 Holes (Prime Time & Midday)

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

Senior/ Handicap/Aux Pol. /Vol. Fire-Ambulance Discounts Available Mondays and Thursdays only.

Veterans and Active Military Discounts Available Seven (7) Days per Week

9 Holes

Walk	\$16
Ride	\$30.50

18 Holes

Walk	\$27
Ride	\$41.50

Item # 50

Case # 19886

Additional Fees

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

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

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

Rental of Banquet Room

Per Hour Fee: \$100

Refundable Security Deposit \$500; and

**BE IT FURTHER**

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

CASE NO.

RESOLUTION NO.

ADOPTED:

Council(woman)

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE TOWN OF  
HEMPSTEAD TO RETAIN CAMERON ENGINEERING  
ASSOCIATES, LLP FOR LAND USE STUDIES AND  
RECOMMENDATIONS IN THE TOWN OF HEMPSTEAD

WHEREAS, the Town of Hempstead is preparing various surveys, engineering studies, design plans and land use recommendations for various areas throughout the Town; and

WHEREAS, on an as-needed basis, the Town deems it desirable and necessary to obtain the services of a consulting engineer for these purposes; and

WHEREAS, the Consultant, Cameron Engineering Associates, LLP, 177 Crossways Park Drive, Woodbury, NY 11797 is a company adequately staffed, skilled and experienced in the type of work proposed, and are staffed with personnel who are duly licensed and qualified under the laws of the State of New York; and

WHEREAS, Cameron Engineering Associates, LLP has submitted an Agreement to the Town of Hempstead to perform said services;

NOW

THEREFORE, BE IT

RESOLVED, that the Supervisor is hereby authorized to execute, on behalf of the Town of Hempstead, the above referred to Agreement with Cameron Engineering Associates, LLP, 177 Crossways Park Drive, Woodbury, NY 11797, for the above described project(s) for a sum not to exceed \$200,000.00 (Two Hundred Thousand Dollars)

BE IT FURTHER

RESOLVED, that all fees paid in conjunction with this Agreement shall be paid from the Town of Hempstead General Fund Account Number: 010-012-9000-4151

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

51

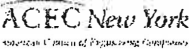
Case #

24970



# CAMERON ENGINEERING & ASSOCIATES, L.L.P.

100 Sunnyside Boulevard, Suite 100 Woodbury, NY 11797 (516) 827-4900  
45 West 36th Street, Third Floor New York, NY 10018 (212) 324-4000  
309 Old Tarrytown Road, 1st Floor White Plains, NY 10603 (914) 721-8300

Active Member of  ACEC New York  
AMERICAN COUNCIL OF ENGINEERING COMPANIES

*Managing Partner*  
John D. Cameron, Jr., P.E.

*Senior Partner*  
Joseph R. Amato, P.E.

*Partners / Principals*  
Mark Wagner, CEP  
Janice Jijina, P.E., AICP/CEP  
Nicholas A. Kumbatovic, P.E.  
Kevin M. McAndrew, R.L.A.

*Senior Associates*  
Glenn DeSimone, P.E., CPE  
Michael J. Hulls, P.E.

*Associates*  
John E. Gursky  
Andrew L. Narus, P.E.  
Michael A. DeGiglio, R.L.A.

December 9, 2016

Mr. Joseph Ra, Esq.  
Office of the Town Attorney  
Town of Hempstead  
One Washington Street  
Hempstead, NY 11550  
*Via Email to ([jra@tohmail.org](mailto:jra@tohmail.org))*

Re: Temporary Moratorium on Residential Development of Certain Golf Course Properties  
Proposal for Engineering Services  
CP 9265

Dear Mr. Ra:

In accordance with the Town's request, Cameron Engineering & Associates, LLP respectfully submits our Engineering Services Proposal for services related to the Temporary Moratorium on Residential Development of Certain Golf Course Properties. Below is a brief description of our understanding of the project, our proposed Scope of Services, and our Engineering Fee for the work to be performed. We are able to immediately staff this task.

## I. PROJECT DESCRIPTION

The Town of Hempstead recently enacted an amendment to the Building Zone Ordinance to create a Temporary Moratorium on Residential Development of Certain Golf Course Properties. The goal of this temporary moratorium is to give the Town the opportunity to fully analyze the potential for conversion of golf courses to residential developments within the Town, and to assess the impacts related to these potential conversions. As stated in the ordinance, the Town's goal is to ensure that "area character and property values be preserved, enhanced and protected for the benefit of town residents, both within incorporated villages and in the unincorporated areas of the Town." Cameron Engineering would perform this analyses for the Town's review. It is our intent to do a broad review, with more detailed analyses provided as additional services, as required.

## II. SCOPE OF SERVICES

The specific Engineering Services to implement the Project Description under this Proposal are as follows:

- A. Identify Areas to be Studied
  - 1. Identify the existing private golf courses within the Town. A preliminary map of the courses is provided as an attachment.
  - 2. Review the map with Town representatives to confirm the scope of the courses to be analyzed.

*"Celebrating Over 30 Years of Excellence in Planning and Engineering"*

[www.cameronengineering.com](http://www.cameronengineering.com)

# CAMERON ENGINEERING

Mr. Joseph Ra, Esq., Town of Hempstead Town Attorney  
Proposal for Engineering Services: Temporary Moratorium (cp9265)

December 9, 2016  
Page 2 of 4

3. This proposal is based on analysis of five courses: Hempstead Country Club, Rockville Centre Links, Golf Club at Middle Bay, Woodmere Club and Inwood Country Club.

## B. Review Existing Zoning

1. Review residential zoning in the incorporated and unincorporated area where the golf courses are located as well as the areas surrounding each golf course.
2. Identify the existing zoning uses, density and dimensional regulations in areas of each golf course.

## C. Quantify Potential Conversions

1. Identify known environmental constraints that could limit future development such as wetlands, archaeological sensitivity and natural habitats. These constraints would be identified using the mapping tools provided by the New York State Department of Environmental Conservation and the New York State Office of Parks, Recreation and Historic Preservation. Field testing and analysis is not included in this proposal.
2. Develop a utilization factor for all courses performing a prototype residential yield analysis for one of the courses. This would entail sketch layouts (up to three) to determine a projected development yield at various development densities (i.e. – ¼ acre, ½ acre, 1 acre densities).
3. Use the utilization factor and identified environmental constraints to determine the amount of potential residential development at each golf course.

## D. Impact Analysis

1. Based upon the residential densities quantified in the prior task, analyze key potential impacts of conversions of golf courses to residential use, including:
  - a. Schools – calculate the potential new students using standard multipliers. Contact the local school district to determine if capacity exists.
  - b. Traffic – observe existing traffic conditions in the area of each golf course. Calculate the trip generation differential (loss of golf trips and addition of residential trips) during the AM peak, PM peak and Saturday midday peak hours. Qualitatively determine the potential degree of impact.
  - c. Taxes – compare the change in tax revenues from golf course to residential development using existing taxes, and potential taxes based on comparable residential properties. Compare the tax revenues to potential municipal costs.
  - d. Services – contact utilities, police, fire and ambulance services to determine if adequate infrastructure exists to accommodate the residential use.

## E. Prepare Proposed Zoning

1. Research zoning approaches from other areas, such as overlay zones, open space zones, etc.
2. Prepare, in coordination with the Town's Zoning Counsel, proposed zoning.

# CAMERON ENGINEERING

Mr. Joseph Ra, Esq., Town of Hempstead Town Attorney  
Proposal for Engineering Services: Temporary Moratorium (cp9265)

December 9, 2016  
Page 3 of 4

3. Prepare a Full Environmental Assessment Form with attachments as developed under the Impact Analysis task.

F. Report

1. Prepare a Draft Report incorporating the results of Tasks A through E, above, for the Town's review.
2. Prepare a Final Report incorporating the Town's comments.

G. Conference Calls/Meetings/Coordination

1. Participate in up to three (3) conference calls and/or meetings with Town representatives. Prepare for and attend up to one public hearing or public meeting, including preparation of PowerPoint presentation or presentation boards.

### III. ADDITIONAL SERVICES

With prior authorization, we would provide any of the following additional services:

- A. Analysis of additional golf courses other than five identified in the proposal.
- B. Site specific field studies such as Wetlands delineation, Archaeological Investigations, Ecological Surveys, etc.
- C. Traffic impact analysis including traffic counts, level of service analysis, accident analysis, etc.
- D. Socioeconomic analysis.
- E. Conference calls, meeting and coordination in excess of those specified in Task F, above.
- F. Other tasks as required by the Town.

### IV. FEES AND PAYMENTS

- A. For the Project Description and Scope of Services Item II.A through II.F set forth herein, the Engineering Fee would be performed on a lump sum basis for the amount of \$71,000.
- B. Additional Services shall be authorized before the work commences. The Fee would be either a lump sum or performed on a time card (hourly rate) basis, as agreed, and billed monthly, as follows:
  1. Lump Sum Basis: Percent of Completion
  2. Time Card Basis: Principal and technical staff time would be performed hourly in accordance with our Billing Rate Schedule in effect at the time the work is performed.
- C. Reimbursable expenses are in addition to the fee for Professional Services. Items such as blueprinting and photocopying, photographic expenses, messenger service, express mail, and other minor administrative expenses shall be reimbursable as a separate cost. We suggest budgeting \$500 for reimbursable expenses.

# CAMERON ENGINEERING

Mr. Joseph Ra, Esq., Town of Hempstead Town Attorney  
Proposal for Engineering Services: Temporary Moratorium (cp9265)

December 9, 2016  
Page 4 of 4

- D. Invoices shall be submitted regularly, covering the basic and additional work services performed and for reimbursable expenses incurred during that period. Payment is due within 30 days of invoicing.

## V. CONTRACT AUTHORIZATION

This letter represents the entire Proposal. In order to initiate this contract, please authorize this Proposal in the space provided and return one copy with an original signature to Cameron Engineering & Associates, LLP for our records.

We thank you for requesting this Proposal and appreciate the opportunity to work with you on this project. Should you have any questions, or wish to discuss any item in greater detail, please do not hesitate to contact me at (516) 827-4900 extension 230, or Janice Jijina, P.E., AICP CEP, Partner at 516-224-5250.

Very truly yours,



John D. Cameron, Jr., P.E.  
Managing Partner

Signed and Agreed for: Town of Hempstead

BY (OFFICER): \_\_\_\_\_

NAME (PRINT): \_\_\_\_\_

TITLE: \_\_\_\_\_

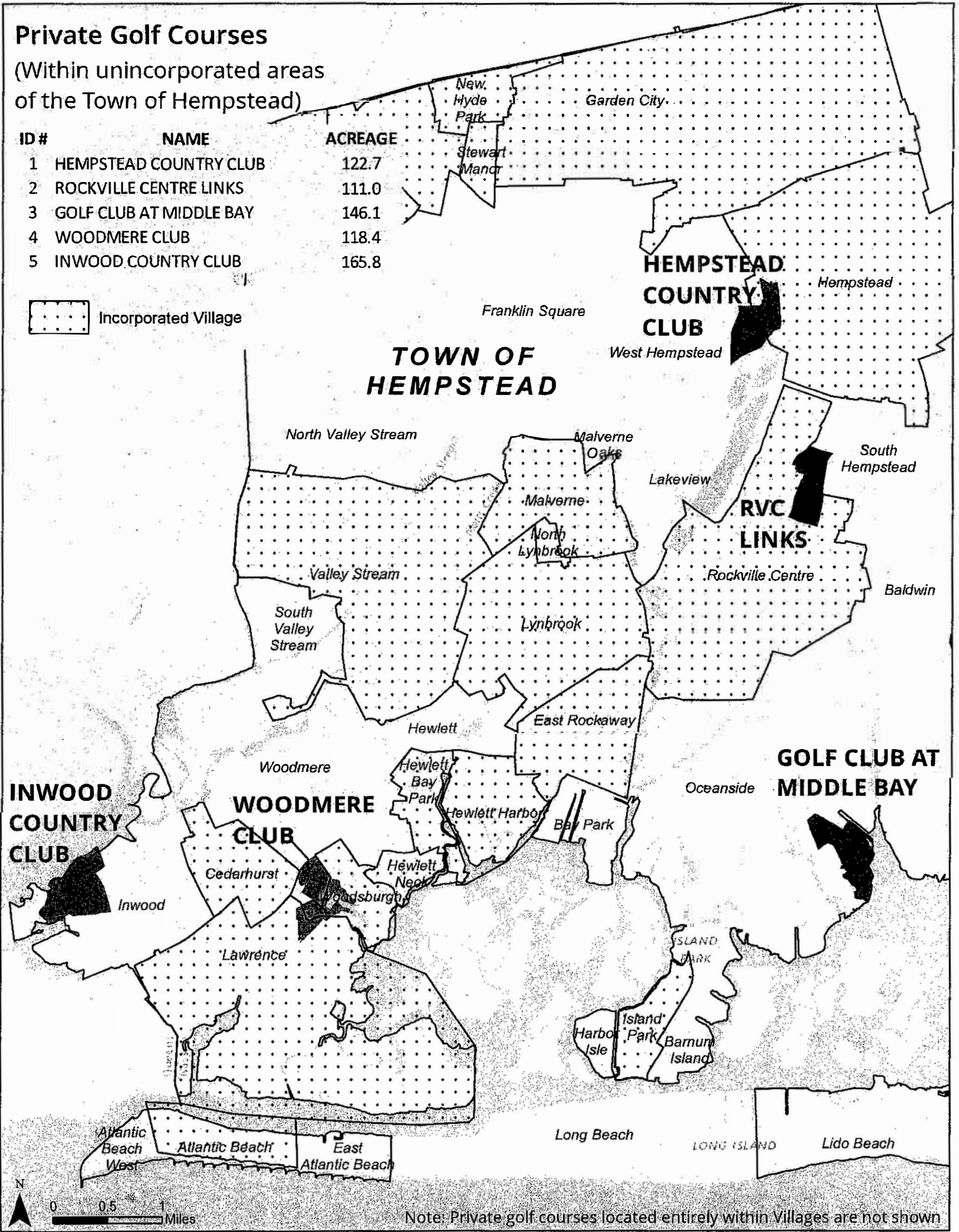
DATE: \_\_\_\_\_

# Private Golf Courses

(Within unincorporated areas of the Town of Hempstead)

ID #	NAME	ACREAGE
1	HEMPSTEAD COUNTRY CLUB	122.7
2	ROCKVILLE CENTRE LINKS	111.0
3	GOLF CLUB AT MIDDLE BAY	146.1
4	WOODMERE CLUB	118.4
5	INWOOD COUNTRY CLUB	165.8

 Incorporated Village





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

Item # 52

Case # 7

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION CALLING A PUBLIC HEARING ON A PROPOSED LOCAL LAW TO AMEND CHAPTER 202 OF THE CODE OF THE TOWN OF HEMPSTEAD TO INCLUDE AND REPEAL "REGULATIONS & RESTRICTIONS" TO LIMIT PARKING AT VARIOUS LOCATIONS.

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

WHEREAS, it appears to be in the public interest to consider the enactment of a local law amending Chapter 202 of the Code of the Town of Hempstead entitled "REGULATIONS & RESTRICTIONS" to limit parking at various locations; and

WHEREAS, has introduced a proposed local law known as Intro. No. 45-2018, 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 June 5, 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. 45-2018, 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 # 53

Case # 29929

**NOTICE OF PUBLIC HEARING**

PLEASE TAKE NOTICE that pursuant to Article 9 of the New York State Constitution, the provisions of the Town Law and Municipal Home Rule of the State of New York, both as amended, a public hearing will be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, on the 5<sup>th</sup> day of June, 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:

FRANKLIN SQUARE Section 202-7	POPPY AVENUE (TH 134/18) East Side - ONE HOUR PARKING 8AM TO 6PM EXCEPT SATURDAYS, SUNDAYS & HOLIDAYS - starting at a point 153 feet north of the north curbline of Hempstead Tpke. north for 36 feet.
INWOOD Section 202-21	HENRY STREET (TH 140/18) East Side - 15 MINUTE PARKING 630AM - 630PM EXCEPT SATURDAYS, SUNDAYS, AND HOLIDAYS - starting at a point 121 feet north of the north curbline of Wanser Avenue north for a distance of 135 feet.
WEST HEMPSTEAD Section 202-20	OAK STREET (TH 130/18) South Side - NO PARKING 9 AM TO 9PM EXCEPT SUNDAYS - starting at the west curbline of Morton Ave west for a distance of 140 feet.  OAK STREET (TH 130/18) South Side - NO PARKING 9AM TO 9PM EXCEPT SUNDAYS - starting at a point 198 feet west of the south curbline of Morton Ave then west to the termination.
WOODMERE Section 202-17	PROSPECT AVENUE (TH 70/18) East Side - ONE HOUR PARKING 8AM TO 6 PM - starting at a point 60 feet south of the south curbline of Cedar Lane south for a distance of 152 feet.

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

SEAFORD Section 202-4	NAOMI PLACE (TH 009/18) South Side - TWO HOUR PARKING 8AM TO 5PM - starting at a point 35 feet east of the east curbline of Kenora Place east for a distance of 65 feet. (Adopted 3/6/18)
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WEST HEMPSTEAD  
Section 202-20

OAK STREET (TH 16/90) South Side - NO  
PARKING 9 AM TO 9 PM EXCEPT SUNDAYS -  
starting at the west curblineline of Morton  
Avenue west to its termination.  
(Adopted 8/21/90)

WOODMERE  
Section 202-17

PROSPECT AVENUE (TH 122/13) East Side -  
ONE HOUR PARKING 8AM TO 6PM - from the  
north curblineline of Central Avenue north to  
the south curblineline of Cedar Lane.  
(Adopted 9/3/13)

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

Dated: May 22, 2018  
Hempstead, New York

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF HEMPSTEAD

LAURA A. GILLEN  
Supervisor

SYLVIA A. CABANA  
Town Clerk

Town of Hempstead

A local law to amend Chapter two hundred and two of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine, to include and repeal "REGULATIONS AND RESTRICTIONS" to limit parking at various locations.

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

Section 1. Chapter two hundred and two of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine, said Section last amended by local law number twenty four of two thousand eighteen is hereby amended by including therein "REGULATIONS AND RESTRICTIONS" to limit parking at the following locations:

FRANKLIN SQUARE  
Section 202-7

POPPY AVENUE (TH 134/18) East Side – ONE HOUR PARKING 8AM TO 6PM EXCEPT SATURDAYS, SUNDAYS & HOLIDAYS – starting at a point 153 feet north of the north curbline of Hempstead Tpke. north for 36 feet.

INWOOD  
Section 202-21

HENRY STREET (TH 140/18) East Side – 15 MINUTE PARKING 630AM – 630PM EXCEPT SATURDAYS, SUNDAYS, AND HOLIDAYS – starting at a point 121 feet north of the north curbline of Wanser Avenue north for a distance of 135 feet.

WEST HEMPSTEAD  
Section 202-20

OAK STREET (TH 130/18) South Side – NO PARKING 9 AM TO 9PM EXCEPT SUNDAYS – starting at the west curbline of Morton Ave west for a distance of 140 feet.

OAK STREET (TH 130/18) South Side – NO PARKING 9AM TO 9PM EXCEPT SUNDAYS – starting at a point 198 feet west of the south curbline of Morton Ave then west to the termination.

WOODMERE  
Section 202-17

PROSPECT AVENUE (TH 70/18) East Side – ONE HOUR PARKING 8AM TO 6 PM – starting at a point 60 feet south of the south curbline of Cedar Lane south for a distance of 152 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 twenty four of two thousand eighteen is hereby amended by repealing therein "REGULATIONS AND RESTRICTIONS" to limit parking at the following locations:

SEAFORD  
Section 202-4

NAOMI PLACE (TH 009/18) South Side – TWO HOUR PARKING 8AM TO 5PM – starting at a point 35 feet east of the east curbline of Kenora Place east for a distance of 65 feet. (Adopted 3/6/18)

WEST HEMPSTEAD  
Section 202-20

OAK STREET (TH 16/90) South Side – NO PARKING 9 AM TO 9 PM EXCEPT SUNDAYS – starting at the west curbline of Morton Avenue west to its termination. (Adopted 8/21/90)

WOODMERE  
Section 202-17

PROSPECT AVENUE (TH 122/13) East Side – ONE HOUR PARKING 8AM TO 6PM – from the north curbline of Central Avenue north to the south curbline of Cedar Lane. (Adopted 9/3/13)

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

CASE NO. 29930

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 "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. 46-2018, Print No. 1 to amend the said Section 202-1 of the Code of the Town of Hempstead to include "PARKING OR STANDING PROHIBITIONS" at various locations; NOW, THEREFORE, BE IT

RESOLVED, that a public hearing be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York on June 5, 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. 46-2018, Print No. 1, to amend Chapter 202-1 of the Code of the Town of Hempstead to include "PARKING OR STANDING PROHIBITIONS" at various locations; and, BE IT FURTHER

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

The foregoing resolution was adopted upon roll call as follows:

AYES: ()

NOES: ()

Item # 54

Case # 29930

**NOTICE OF PUBLIC HEARING**

PLEASE TAKE NOTICE that pursuant to Article 9 of the New York State Constitution, the provisions of the Town Law and Municipal Home Rule of the State of New York, both as amended, a public hearing will be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, on the 5<sup>th</sup> day of June, 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 "PARKING OR STANDING PROHIBITIONS" at the following locations:

NORTH BELLMORE	NEWBRIDGE ROAD (TH 136/17) West Side - NO STOPPING HERE TO CORNER - starting at the north curbline of Grand Avenue north for a distance of 45 feet.
(NR)WESTBURY	EDGEWOOD DRIVE (TH 162/18) West Side - NO STOPPING HERE TO CORNER - starting at the south curbline of Nelson Place south for a distance of 25 feet.
WEST HEMPSTEAD	PEACH GROVE DRIVE (TH 129/18) West Side - NO PARKING ANYTIME - starting at a point 15 feet north of the north curbline of Henry Street then north for a distance of 53 feet.

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

Dated: May 22, 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 "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 five of two thousand eighteen is hereby amended by including therein "PARKING OR STANDING PROHIBITIONS" at the following locations:

NORTH BELLMORE

NEWBRIDGE ROAD (TH 136/17) West Side – NO STOPPING HERE TO CORNER – starting at the north curblineline of Grand Avenue north for a distance of 45 feet.

(NR) WESTBURY

EDGEWOOD DRIVE (TH 162/18) West Side – NO STOPPING HERE TO CORNER – starting at the south curblineline of Nelson Place south for a distance of 25 feet.

WEST HEMPSTEAD

PEACH GROVE DRIVE (TH 129/18) West Side – NO PARKING ANYTIME – starting at a point 15 feet north of the north curblineline of Henry Street then north for a distance of 53 feet.

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



CASE NO. 29931

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. 47-2018, 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 June 5, 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. 47-2018, 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 #

55

Case #

29931

**NOTICE OF PUBLIC HEARING**

PLEASE TAKE NOTICE that pursuant to Article 9 of the New York State Constitution, the provisions of the Town Law and Municipal Home Rule of the State of New York, both as amended, a public hearing will be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, on the 5<sup>th</sup> day of June, 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:

WANTAGH                      ARDSLEY ROAD (TH 143/18) STOP - all traffic traveling northbound on Chelsea Road shall come to a full stop.

OAKFIELD AVENUE (TH 143/18) STOP - all traffic traveling westbound on Ardsley Road 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: May 22, 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 six of two thousand eighteen is hereby amended by including therein "ARTERIAL STOPS" at the following locations:

**WANTAGH**

**ARDSLEY ROAD (TH 143/18) STOP** – all traffic traveling northbound on Chelsea Road shall come to a full stop.

**OAKFIELD AVENUE (TH 143/18) STOP** – all traffic traveling westbound on Ardsley Road shall come to a full stop.

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

CASE NO. 29932

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

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

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

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

WHEREAS, has introduced a proposed local law known as Intro. No. 48-2018, Print No. 1 to amend the said Section 197-13 of the Code of the Town of Hempstead to include and repeal "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS" at various locations; NOW, THEREFORE, BE IT

RESOLVED, that a public hearing be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York on June 5, 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. 48-2018; Print No. 1, to amend Section 197-13 of the Code of the Town of Hempstead to include and repeal "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS" at various locations; and, BE IT FURTHER

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

The foregoing resolution was adopted upon roll call as follows:

AYES: ()

NOES: ()

Item # 56

Case # 29932

**NOTICE OF PUBLIC HEARING**

PLEASE TAKE NOTICE that pursuant to Article 9 of the New York State Constitution, the provisions of the Town Law and Municipal Home Rule of the State of New York, both as amended, a public hearing will be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, on the 5<sup>th</sup> day of June, 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 and REPEAL "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS" at the following locations:

(NR)WESTBURY            EDGEWOOD DRIVE (TH 162/18) West Side - NO PARKING 8 A.M. TO 2 P.M. SCHOOL DAYS - starting at a point 110 feet south of the south curbline of Nelson Place south following the curve for 173 feet.

ALSO, to REPEAL from Section 197-13 "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS" from the following locations:

(NR)WESTBURY            EDGEWOOD DRIVE (TH 58/87) West Side - NO PARKING 8 A.M. TO 2 P.M. SCHOOL DAYS - starting at a point 175 feet south of the south curbline of Nelson Place south for a distance of 100 feet. (Adopted 7/14/87)

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

Dated: May 22, 2018  
Hempstead, New York

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 A LOCAL LAW TO AMEND CHAPTER ONE HUNDRED NINETY OF THE CODE OF THE TOWN OF HEMPSTEAD, BY THE INSERTION OF A LOCATION INTO SECTION 190-4 SUBDIVISION "A", IN RELATION TO A 20 MPH SCHOOL SPEED LIMIT, 7 AM to 6 PM, SCHOOL DAYS.

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

WHEREAS, it appears to be in the public interest to consider the enactment of a local law to amend Chapter 190 of the Code of the Town of Hempstead by the insertion of a location into Section 190-4, subdivision "A", in relation to a 20 mile per hour school speed limit, 7 AM to 6 PM, school days in Roosevelt; and

WHEREAS, has introduced a local law known as Intro. No. 49-2018, Print No. 1, as aforesaid;

NOW, THEREFORE, BE IT

RESOLVED, that a public hearing be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, on the 5<sup>th</sup> day of June, 2018, at 10:30 o'clock in the forenoon of that day at which time all interested persons shall be heard on the enactment of a local law known as Intro. No. 49-2018, Print No. 1, to amend Chapter 190 of the Code of the Town of Hempstead by the insertion of a location into Section 190-4, subdivision "A" in relation to a twenty mile per hour school speed limit, 7 AM to 6 PM, school days in Roosevelt; and, BE IT FURTHER

RESOLVED, that the Town Clerk shall give notice of such hearing by the publication thereof in a newspaper of general circulation in the Town of Hempstead and by the posting of such notice on the bulletin board maintained by them for that purpose in the Town Hall once, pursuant to Section 4-1 of Chapter 4 of the Code of the Town of Hempstead entitled, "Local Laws: Adoption" prior to the date of said hearing.

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

AYES:

NOES:

Item #

57

Case #

19565

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that pursuant to Article 9 of the New York State Constitution, the provisions of the Town Law and the Municipal Home Rule Law of the State of New York, as amended, a public hearing will be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, on the 5<sup>th</sup> day of June, 2018, at 10:30 o'clock in the forenoon of that day to consider the enactment of a local law to amend Chapter 190 of the Code of the Town of Hempstead by the insertion of a location into Section 190-4, subdivision "A", in relation to a 20 mph school speed limit, 7 AM to 6 PM, school days, as follows:

"A" - 20 mph school speed limits

ROOSEVELT, PLEASANT AVENUE -  
between Westfield Avenue and West  
to a point 118 feet West of Ellison  
Avenue.  
(TH-067/18)

ROOSEVELT, ELLISON AVENUE -  
between Pleasant Avenue and  
running North for 386 feet on  
Ellison Avenue.  
(TH-067/18)

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

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

Dated: May 22, 2018  
Hempstead, New York

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF HEMPSTEAD

LAURA A. GILLEN  
Supervisor

SYLVIA A. CABANA  
Town Clerk



Town of Hempstead

A local law to amend chapter one hundred ninety of the code of the town of Hempstead by the insertion of a location into section one hundred ninety dash four, subdivision "A", in relation to a 20 mph school speed limit, 7 AM to 6 PM school days.

Introduced by:

Be it enacted by the town board of the town of Hempstead as follows:

Section 1. Section one hundred ninety dash four of the code of the town of Hempstead as constituted by local law number one of nineteen hundred, sixty-nine, hereby is amended by the addition of a location into subdivision "A" thereof, to read as follows:

"A" - 20 mph school speed limit  
7 AM to 6 PM school days

ROOSEVELT, PLEASANT AVENUE - between Westfield Avenue and West to a point 118 feet West of Ellison Avenue.  
(TH-067/18)

ROOSEVELT, ELLISON AVENUE - between Pleasant Avenue and running North for 386 feet on Ellison Avenue.  
(TH-067/18)

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

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

**RESOLUTION CALLING A PUBLIC HEARING ON A LOCAL LAW TO ESTABLISH CHAPTER 16A OF THE CODE OF THE TOWN OF HEMPSTEAD TO BE ENTITLED "FILLING VACANCIES IN ELECTIVE OFFICE BY SPECIAL ELECTION."**

**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 of the State of New York, as amended; and

**WHEREAS**, it is in the public interest to consider the enactment of a local law to establish Chapter 16A of the Code of the Town of Hempstead to be entitled "Filling Vacancies in Elective Office by Special Election" in order to supersede Town Law Section 64(5) by eliminating the Town Board's power to fill vacancies by appointment in elective offices and instead grant that power to the eligible voters of the Town by requiring a special election to fill the vacancy; and

**WHEREAS**, \_\_\_\_\_ has introduced the proposed local law known as Intro. No. -2018 Print No. 1, as aforesaid; and

**NOW, THEREFORE, BE IT**

**RESOLVED**, that a public hearing be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Village and Town of Hempstead, New York on the 5<sup>th</sup> day of June, 2018 at 10:30 o'clock in the forenoon of that day at which time all interested persons shall be heard on the enactment of a local law known as Intro. No. -2018, Print No. 1, to establish Chapter 16A of the Code of the Town of Hempstead to be entitled "Filling Vacancies in Elective Office by Special Election" in order to supersede Town Law Section 64(5) by eliminating the Town Board's power to fill vacancies by appointment in elective offices and instead grant that power to the eligible voters of the Town by requiring a special election to fill the vacancy; and, be it further

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

58

Case #

29928

**NOTICE OF PUBLIC HEARING**

**PLEASE TAKE NOTICE** that pursuant to article 9 of the New York State Constitution, the provisions of the Town Law and Municipal Home Rule Law of the State of New York, as amended, a public hearing will be held in the Nathan L. H. Bennett Pavilion, Hempstead Town Hall, Town Hall Plaza, 1 Washington Street, Village and Town of Hempstead, New York, on Tuesday, the 5<sup>th</sup> day of June, 2018, at 10:30 o'clock in the forenoon of that day, to consider the enactment of a local law to establish Chapter 16A of the Code of the Town of Hempstead to be entitled "Filling Vacancies in Elective Office by Special Election" in order to supersede Town Law Section 64(5) by eliminating the Town Board's power to fill vacancies by appointment in elective offices and instead grant that power to the eligible voters of the Town by requiring a special election to fill the vacancy.

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  
May 22, 2018

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

SYLVIA A. CABANA  
Town Clerk

LAURA A. GILLEN  
Supervisor

Town of Hempstead

**A LOCAL LAW ESTABLISHING CHAPTER 16A OF  
THE CODE OF THE TOWN OF HEMPSTEAD  
ENTITLED "FILLING VACANCIES IN ELECTIVE  
OFFICE BY SPECIAL ELECTION."**

Introduced by:

**BE IT ENACTED** by the Town Board of the Town of Hempstead as follows:

**Section 1. Legislative Intent.**

The Board finds that it is in the best interests of the Town of Hempstead to supersede Town Law Section 64(5) by eliminating the Town Board's power to fill vacancies by appointment in elective offices and instead grant that power to the eligible voters of the Town by requiring a special election to fill the vacancy.

**Section 2.**

Chapter 16A of the Town Code entitled "Filling Vacancies in Elective Office by Special Election" is hereby established to read as follows:

Chapter 16A

Filling Vacancies in Elective Office by Special Election

§ 16A-1 Legislative intent.

The Board finds that it is in the best interests of the Town of Hempstead to supersede Town Law Section 64(5) by eliminating the Town Board's power to fill vacancies by appointment in elective offices and instead grant that power to the eligible voters of the Town by requiring a special election to fill the vacancy.

§ 16A-2. Method of filling vacancy in elective office; time for holding election.

- A. Provision shall be made for a special election to fill a vacancy in an elective office such that whenever a vacancy shall occur or exist in any elective Town office, such office shall be filled at a special election held on a date designated by the Town Board which is not less than 60 days following such vacancy and not more than 90 days following such vacancy.
- B. Notwithstanding the above, if the vacancy occurs within 90 days of a general election, but not less than 60 days from said general election, then the office shall remain vacant until filled at a special election held on the same day as the general election.
- C. If the vacancy occurs less than 60 days before a general election, then Subsection A hereof shall control.

§ 16A-3. Term of person elected to fill vacancy.

The person elected to fill such vacancy shall hold office for the remainder of the unexpired term of office, unless such person is elected at the general election held to fill the next term of such office; then such person shall serve the remainder of the unexpired term and the following term.

§ 16A-4. Offices affected.

The elective offices affected by this Chapter are the Office of the Supervisor, the Town Board, the Town Clerk, and the Receiver of Taxes.

§16A-5. Mandatory referendum.

This Chapter is adopted subject to a mandatory referendum and shall be submitted for approval of the qualified voters of the Town of Hempstead at a special election to be held not less than 60 days after the adoption of this Chapter, the date for which special election shall be fixed by resolution of the Town Board. In the event that the Town Board fails to adopt a resolution fixing the date for the special election, the mandatory referendum shall be submitted for approval at the general election.

§ 16A-6. Legislative authority; conflict with other provisions.

This article is being enacted pursuant to Municipal Home Rule Law § 22, Subdivision 1, and supersedes New York State Town Law § 64, Subdivision 5, and New York State Public Officers Law § 42, Subdivision 5.

§ 16A-7. Severability.

If any clause, sentence, paragraph, subdivision, section or part of this local law or the application thereof, to any person, individual, corporation, firm, partnership, entity or circumstance, shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional such order or judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part of this local law or in its application to the person, individual, corporation, firm, partnership, entity, or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.

§ 16A-8. When effective.

This Chapter shall become effective if the majority of votes cast at the referendum on the proposal shall be in the affirmative and on the date this Chapter is filed in the office of the Secretary of State of the State of New York.

**Section 3.**

This Chapter shall become effective if the majority of votes cast at the referendum on the proposal shall be in the affirmative and on the date this Chapter is filed in the office of the Secretary of State of the State of New York.

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution  
and moved its adoption:

RESOLUTION CALLING A PUBLIC HEARING ON A LOCAL LAW TO AMEND CHAPTER 64 ENTITLED "DEPARTMENT OF OCCUPATIONAL RESOURCES" OF THE CODE OF THE TOWN OF HEMPSTEAD BY INSERTING A NEW SECTION 64-6. ENTITLED "TOWN PARTICIPATION IN FEDERAL AND STATE PROGRAMS" IN RELATION TO THE TOWN FUNDING DEPARTMENT OF OCCUPATIONAL RESOURCES EMPLOYEES AND OTHER DEPARTMENTAL ACTIVITIES.

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

WHEREAS, it is in the public interest to consider the enactment of a local law to amend Chapter 64 of the Code of the Town of Hempstead by the insertion of a new section 64-6. to provide for the Town funding Department of Occupational Resources employees and other departmental activities; and

WHEREAS, \_\_\_\_\_ has introduced the proposed local law known as Intro. No. \_\_\_\_\_ -2018 Print No. 1, as aforesaid; and

NOW, THEREFORE, BE IT

RESOLVED, that a public hearing be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Village and Town of Hempstead, New York on the 5th day of June, 2018 at 10:30 o'clock in the forenoon of that day at which time all interested persons shall be heard on the enactment of a local law known as Intro. No. \_\_\_\_\_ -2018, Print No. 1, to amend Chapter 64 of the Code of the Town of Hempstead by the insertion of a new section to provide for the Town funding Department of Occupational Resources employees and other departmental activities; and, BE IT FURTHER

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

59

Case #

20432

NOTICE OF PUBLIC HEARING

**PLEASE TAKE NOTICE** that pursuant to article 9 of the New York State Constitution, the provisions of the Town Law and Municipal Home Rule Law of the State of New York, as amended, a public hearing will be held in the Nathan L. H. Bennett Pavilion, Hempstead Town Hall, Town Hall Plaza, 1 Washington Street, Village and Town of Hempstead, New York, on Tuesday, the 5th day of June , 2018, at 10:30 o'clock in the forenoon of that day, to consider the enactment of a local law to amend Chapter 64 of the Code of the Town of Hempstead by the insertion of a new section 64-6. to provide for the Town funding Department of Occupational Resources employees.

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  
May 22, 2018

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

SYLVIA A. CABANA  
Town Clerk

LAURA A. GILLEN  
Supervisor

town of Hempstead

A local law to amend Chapter 64 entitled "Department of Occupational Resources" of the code of the Town of Hempstead by inserting a new section 64-6. entitled "Town participation in federal and state programs" in relation to the Town funding Department of Occupational Resources Employees and other Departmental activities.

Introduced by:

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

Section 1. Chapter 64 of the code of the Town of Hempstead as constituted by local law number fifty three of nineteen hundred seventy nine adopted May twenty second nineteen hundred seventy nine and as amended by local law number thirty three of nineteen hundred eighty hereby is amended by the insertion of a new section 64-6. such that the added new section shall henceforth read as follows:

Chapter 64  
Department of Occupational Resources

§64-6. Town participation in federal and state programs.

A. The Town of Hempstead is authorized to appropriate and expend town general funds in such sums as are or may be required to administer, conduct, or participate in any federal or state programs as administered by the Department of Occupational Resources and the Town of Hempstead may at its own cost and expense perform any and all acts necessary to effectuate the purposes of any such federal or state programs.

B. The terms "federally funded employees" and "federally funded employees of the Town of Hempstead" appearing in §64-5. "Additional powers and duties of Commissioner" shall include and also mean Department of Occupational Resources Town of Hempstead employees funded by town general funds.

\* \* \* \*

§ 2. This local law shall become effective immediately upon filing with the secretary of state.



CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution  
and moved its adoption:

RESOLUTION CALLING A PUBLIC HEARING  
TO CONSIDER THE AMENDMENT OF  
SUBSECTION "A" OF SECTION 77-9 OF  
CHAPTER 77 OF THE CODE OF THE TOWN OF  
HEMPSTEAD, IN RELATION TO PROHIBITED  
DISORDERLY CONDUCT AT PUBLIC PLACES  
IN THE TOWN OF HEMPSTEAD

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 of the State of New York, as amended; and

WHEREAS, it is in the public interest to consider the enactment of a local law to amend Subsection "A" of Section 77-9 of Chapter 77 of the Code of the Town of Hempstead in relation to prohibited disorderly conduct at public places in the Town of Hempstead; and

WHEREAS, \_\_\_\_\_ has introduced a local law known as Intro. No. \_\_\_\_\_ -20 , Print No. 1, as aforesaid;

NOW, THEREFORE, BE IT

RESOLVED, that a public hearing be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Village and Town of Hempstead, New York, on the 5th day of June , 2018, at 10:30 o'clock in the forenoon of that day at which time all interested persons shall be heard on the enactment of a local law known as Intro. No. \_\_\_\_\_ 2005, Print No. 1, to amend Subsection "A" of Section 77-9 of Chapter 77 of the Code of the Town of Hempstead in relation to prohibited disorderly conduct at public places in the Town of Hempstead; and, BE IT FURTHER

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

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

AYES:

NOES:

Item # 60

Case # 19908

**NOTICE OF PUBLIC HEARING**

PLEASE TAKE NOTICE that, pursuant to Article 9 of the New York State Constitution, the provisions of the Town Law and the Municipal Home Rule Law of the State of New York, as amended, a public hearing will be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Village and Town of Hempstead, New York, on the 5th day of June , 2018, at 10:30 o'clock in the forenoon of that day, to consider the enactment of a local law to amend Subsection "A" of Section 77-9 of Chapter 77 of the Code of the Town of Hempstead in relation to prohibited disorderly conduct at public places in the Town of Hempstead (expressly prohibiting public urination and defecation).

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  
May 22 , 2018

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF HEMPSTEAD

SYLVIA A. CABANA  
Town Clerk

LAURA A. GILLEN  
Supervisor

Intro. No.

Print No.

Town of Hempstead

A local law to amend Subsection "A" of Section 77-9 of Chapter 77 of the Code of the Town of Hempstead in relation to prohibited disorderly conduct at public places in the Town of Hempstead

Introduced by:

Section 1.

Subsection "A" of Section 77-9 of Chapter 77 of the Code of the Town of Hempstead is hereby amended, to read as follows:

Chapter 77: Public Places, Regulation of

\* \* \*

**§ 77-9 Disorderly conduct prohibited.**

- A.** Notwithstanding any language in this code of the Town of Hempstead to the contrary and in addition to any other violations of applicable laws, any person disobeying an order of a Nassau County police officer, Town of Hempstead Public Safety Department officer, any other peace or law enforcement officer with jurisdiction or any duly identified person employed by the Town of Hempstead in a supervisory capacity; using threatening, abusive or menacing language directed at another person; doing any unlawfully obscene or indecent act; throwing stones or other dangerous objects; annoying persons; interfering with, encumbering, obstructing or rendering dangerous any part of a Town facility; doing any act tending to or amounting to a breach of the peace; introducing, carrying or firing any firecrackers, torpedoes or fireworks; engaging in, instigating, aiding or encouraging a contention or fight, whether or not a ring or prize fight; urinating or defecating at any public place except utilization of facilities in an available public rest room; or assaulting any persons shall be guilty of the violation of disorderly conduct. Each such act committed during the same occurrence or series of occurrences shall constitute a separate and distinct commission of an act of disorderly conduct.

Section Two. This local law shall become effective immediately upon filing with the Secretary of State.

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution  
and moved its adoption:

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

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

NOW, THEREFORE BE IT

RESOLVED, that a public hearing be held in the Town  
Meeting Pavilion, Hempstead Town Hall, Washington Street,  
Hempstead, New York, on the 5th day of June , 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 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:

EAST ATLANTIC BEACH

OSWEGO AVENUE - east side, starting at a point  
173 feet south of the south curblineline of Park  
Street, south for a distance of 15 feet.  
(TH-121/18)

ELMONT

CAROLINE AVENUE - east side, starting  
at a point 162 feet south of a point  
opposite the south curblineline of Utica  
Street, south for a distance of 20 feet.  
(TH-112/18)

CLEMENT AVENUE - west side, starting  
at a point 115 feet south of the south  
curblineline of Langdon Street, south for  
a distance of 22 feet.  
(TH-141/18)

WALDORF STREET - east side, starting  
at a point 294 feet south of the south  
curblineline of Hempstead Turnpike,  
south for 20 feet.  
(TH-144/18)

Item #

61

Case #

21527

FRANKLIN SQUARE

BARRYMORE BOULEVARD - west side, starting at a point 152 feet south of the south curblines of Tulip Avenue, south for a distance of 16 feet.

(TH-122/18)

INWOOD

BAYVIEW COURT - west side, starting at a point 17 feet north of the north curblines of Bayview Avenue, north for a distance of 20 feet.

(TH-101/18)

LAWRENCE

LAWRENCE AVENUE - east side starting at a point 132 feet north of the north curblines of Mill Street, north for a distance of 20 feet.

(TH-125/18)

UNIONDALE

MACON PLACE - north side, starting at a point 215 feet east of the east curblines of Uniondale Avenue, then east for a distance of 20 feet.

(TH-089/18)

WEST HEMPSTEAD

MEREDITH LANE - north side, starting at a point 223 feet west of the west curblines of Mayfair Avenue, then west for a distance of 20 feet.

(TH-082/18)

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

ELMONT

FRANCIS COURT - east side, starting at a point 262 feet south of the south curblines of Hancock Street, south for a distance of 34 feet.

(TH-219/14 - 9/16/14) (TH-087/18)

FRANKLIN STREET - west side, starting at a point 273 feet north of the north curblines of Estelle Avenue, north for 20 feet.

(TH-218/13 - 11/12/13) (TH-147/18)

FRANKLIN SQUARE

JAMES STREET - east side, starting at a point 160 feet north of the north curblineline of Fenworth Blvd., north for a distance of 18 feet.

(TH-464/09 - 2/09/10) (TH-115/18)

OCEANSIDE

OCEANSIDE ROAD - west side, starting at a point 110 feet north of the north curblineline of Davison Avenue, north for a distance of 25 feet.

(TH-625/14 - 12/11/14) (TH-132/18)

; and, BE IT FURTHER

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

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

AYES:

NOES:

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that pursuant to Section 202-48 of the code of the Town of Hempstead entitled, "Handicapped Parking On Public Streets," a public hearing will be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, on the 5th day of June , 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:

EAST ATLANTIC BEACH

OSWEGO AVENUE - east side, starting at a point 173 feet south of the south curblineline of Park Street, south for a distance of 15 feet.  
(TH-121/18)

ELMONT

CAROLINE AVENUE - east side, starting at a point 162 feet south of a point opposite the south curblineline of Utica Street, south for a distance of 20 feet.  
(TH-112/18)

CLEMENT AVENUE - west side, starting at a point 115 feet south of the south curblineline of Langdon Street, south for a distance of 22 feet.  
(TH-141/18)

WALDORF STREET - east side, starting at a point 294 feet south of the south curblineline line of Hempstead Turnpike, south for 20 feet.  
(TH-144/18)

FRANKLIN SQUARE

BARRYMORE BOULEVARD - west side, starting at a point 152 feet south of the south curblineline of Tulip Avenue, south for a distance of 16 feet.  
(TH-122/18)



INWOOD

BAYVIEW COURT - west side, starting at a point 17 feet north of the north curblineline of Bayview Avenue, north for a distance of 20 feet.  
(TH-101/18)

LAWRENCE

LAWRENCE AVENUE - east side starting at a point 132 feet north of the north curblineline of Mill Street, north for a distance of 20 feet.  
(TH-125/18)

UNIONDALE

MACON PLACE - north side, starting at a point 215 feet east of the east curblineline of Uniondale Avenue, then east for a distance of 20 feet.  
(TH-089/18)

WEST HEMPSTEAD

MEREDITH LANE - north side, starting at a point 223 feet west of the west curblineline of Mayfair Avenue, then west for a distance of 20 feet.  
(TH-082/18)

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

ELMONT

FRANCIS COURT - east side, starting at a point 262 feet south of the south curblineline of Hancock Street, south for a distance of 34 feet.  
(TH-219/14 - 9/16/14) (TH-087/18)

FRANKLIN STREET - west side, starting at a point 273 feet north of the north curblineline of Estelle Avenue, north for 20 feet.  
(TH-218/13 - 11/12/13) (TH-147/18)

FRANKLIN SQUARE

JAMES STREET - east side, starting at a point 160 feet north of the north curblineline of Fenworth Blvd., north for a distance of 18 feet.  
(TH-464/09 - 2/09/10) (TH-115/18)

OCEANSIDE

OCEANSIDE ROAD - west side, starting  
at a point 110 feet north of the north  
curbline of Davison Avenue, north for a  
distance of 25 feet.

(TH-625/14 - 12/11/14) (TH-132/18)

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

Dated: Hempstead, New York  
May 22 , 2018

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF HEMPSTEAD

LAURA A. GILLEN  
Supervisor

SYLVIA A. CABANA  
Town Clerk

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved  
its adoption:

RESOLUTION CALLING A PUBLIC HEARING  
ON THE ADOPTION OF TOWN OF HEMPSTEAD  
PUBLIC PARKING FIELD MAPS SHOWING  
PARKING REGULATIONS AT CERTAIN PARKING  
FIELDS.

WHEREAS, pursuant to Section 80-4 of the Code of the  
Town of Hempstead, public hearings are held on the adoption  
of public parking field maps, indicating traffic and parking  
regulations thereon; and

WHEREAS, the Commissioner of General Services has  
submitted parking field maps for certain locations showing  
revisions of maps heretofore adopted with respect to said  
regulations;

NOW, THEREFORE, BE IT

RESOLVED, that a public hearing will be held at the  
Town Meeting Pavilion, Hempstead Town Hall, 1 Washington  
Street, Hempstead, New York on the 5th day of June, 2018,  
at 10:30 o'clock in the forenoon of that day, at which time  
all interested persons shall be heard on the adoption of the  
following public parking field maps showing the adoption of  
two (2) "1 Hour Parking" signs in parking field O-5,  
Oceanside; and the repeal of six (6) "No Stopping-Taxi  
Parking" signs in parking field W-6, Woodmere; all in  
accordance with Section 80-4 of the Code of the Town of  
Hempstead:

OCEANSIDE

O-5

Poole Street Parking Field  
Oceanside Public Parking District  
(TH-148/18)

WOODMERE

W-6

Station Park Parking Area  
South of L.I.R.R.  
Woodmere  
Town of Hempstead

and, BE IT FURTHER

RESOLVED, that the Town Clerk shall give notice of said  
hearing by the publication thereof in Newsday, a newspaper  
having a general circulation in the Town of Hempstead, once  
pursuant to Section 4-1 of Chapter Four of the Code of the  
Town of Hempstead entitled, "Local Laws: Adoption" prior to  
the above specified date of said hearing.

Item #

62

Case #

16214

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

AYES

NOES:

**NOTICE OF PUBLIC HEARING**

**PLEASE TAKE NOTICE** that the Commissioner of General Services of the Town of Hempstead has prepared revised parking field maps for the following locations, which revisions consist of the adoption of the following public parking field maps showing the adoption of two (2) "1 Hour Parking" signs in parking field O-5, Oceanside; and the repeal of six (6) "No Stopping - Taxi Parking" signs in parking field W-6, Woodmere; all in accordance with Section 80-4 of the Code of the Town of Hempstead:

**PLEASE TAKE FURTHER NOTICE** that a public hearing will be held at the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Village and Town of Hempstead, New York, on the 5th day of June, 2018, at 10:30 o'clock in the forenoon of that day, to consider the adoption of the following revised public parking field maps:

**OCEANSIDE**

**O-5**

Poole Street Parking Field  
Oceanside Public Parking District  
(TH-148/18)

**WOODMERE**

**W-6**

Station Plaza Parking Area  
South of L.I.R.R.  
Woodmere  
Town of Hempstead  
(TH-145/18)

Copies of the proposed public parking field maps are on file in the office of the Town Clerk of the Town of Hempstead, Hempstead Town Hall, 1 Washington Street, Hempstead, New York.

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

**Dated:** Hempstead, New York  
May 22 , 2018

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF HEMPSTEAD

SYLVIA A. CABANA  
Town Clerk

LAURA A. GILLEN  
Supervisor

CASE NO.

RESOLUTION NO.

RESOLUTING CALLING PUBLIC HEARING ON  
PETITION OF BEECHWOOD MERRICK LLC FOR REZONING  
PROPERTY AT WESTBURY, NEW YORK.

ADOPTED:

offered the following resolution and moved its  
adoption:

RESOLVED, that a public hearing be held June 5,  
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  
BEECHWOOD MERRICK LLC to rezone from "Y" Industrial  
District and "X" Business District to PUD District and  
include said lot with in the adjacent South East Quadrant  
of the PUD District situated in WESTBURY, New York, and BE  
IT

FURTHER RESOLVED, that the Town Clerk be and hereby is  
directed to publish notice thereof once at least ten (10)  
days prior to date of hearing in Long Island Business News.

The foregoing resolution was adopted upon roll call as  
follows:

AYES:

NOES:

Item #

63

Case #

29933

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 June 5, 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 BEECHWOOD MERRICK LLC to rezone from "Y" Industrial District and "X" Business District to PUD District and include said lot with in the adjacent South East Quadrant of the PUD District situated in WESTBURY, New York.

A parcel of property located on the w/si of Merrick Ave. 1671' s/of Privado Rd. w/frontage along Merrick Rd Ave. and depth of 585' situated in Westbury, 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:  
Hempstead, N.Y.



CASE NO.

RESOLUTION NO.

Adopted:

Councilwoman King Sweeney offered the following resolution and moved its adoption:

RESOLUTION CALLING A PUBLIC HEARING ON A LOCAL LAW TO ENACT A NEW CHAPTER THIRTY-NINE OF THE CODE OF THE TOWN OF HEMPSTEAD, TO BE ENTITLED GOVERNMENTAL TRANSPARENCY.

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 of the State of New York, as amended; and

WHEREAS, it is in the public interest to consider the enactment of a new chapter thirty-nine of the code of the Town of Hempstead to be entitled "Governmental Transparency"; and

WHEREAS, Councilwoman King Sweeney has introduced the proposed local law known as Intro. No. -2018 Print No. 1, as aforesaid:

NOW, THEREFORE, BE IT

RESOLVED, that a public hearing be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Village and Town of Hempstead, New York on the day of ,2018 at o'clock in the of that day at which time all interested persons shall be heard on the enactment of a local law known as Intro. No. -2018, Print No. 1, for the enactment of a new chapter thirty-nine of the code of the Town of Hempstead to be entitled "Governmental Transparency"; and, BE IT FURTHER

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

64

Case #

29934



## Town of Hempstead

A local law to enact a new Chapter 39 of the Code of the Town of Hempstead, to be entitled Governmental Transparency.

Introduced by: Councilwoman King Sweeney

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

Section 1. A new Chapter 39 of the code of the Town of Hempstead is hereby enacted, and shall read as follows:

## Chapter 39

## Governmental Transparency

- §39-1. Introduction.
- §39-2. Fostering Governmental Transparency.
- §39-3. Distribution.
- §39-4. Severability.

## § 39-1 Introduction.

It is the desire of the Town of Hempstead, hereinafter referred to as "The Town" that the operations and functions of governmental operations of the Town be conducted in a manner that achieves the highest standards of openness and transparency, facilitating public access to Town records, documents and information that is legally available by, and in so doing, engendering greater awareness, input and public participation in the conduct of the affairs of Town Government.

## § 39-2 Fostering Governmental Transparency.

1. Under this law, the following requirements shall apply when feasible and when compliance therewith shall not violate any law, regulation and shall not prejudice the Town in any pending or future litigation or investigation:
  - A. The Town shall publish, on its website, in a manner that is searchable and machine readable, all executed and existing contracts requiring the payment by the Town of sums exceeding ten thousand (\$10,000) dollars, redacted as deemed necessary, and published under the section of the Town website of the agency or Town Department administering such agreement;
  - B. The Town shall publish, on its website, in a manner that is searchable and machine readable, the final financial, forensic and performance audits of the Departments, agencies and operations of the Town, as conducted by the Town Comptroller, as well as the audited Consolidated Annual Financial Reports (CAFRs), for each of the past five (5) years all of which shall be redacted as deemed necessary;
  - C. The Town shall publish, on its website, in a manner that is searchable and machine readable, the preliminary budget and the budget as finally adopted;
  - D. The Town shall publish, on its website, in a manner that is searchable and machine readable, all job Specifications, as established by the Town of Hempstead Civil Service Commission, for each civil service job position and title in the Town of Hempstead;
  - E. The Town shall publish, on its website, in a manner that is searchable and machine readable, the final adopted Highway Capital Construction Program for the current and each of the ensuing five (5) years; and
  - F. The Town shall publish, on its website, in a manner that is searchable and machine readable all roadway rating surveys as conducted by said Department for the current and prior year.
2. The Town of Hempstead website shall provide a link to the New York State Board of Elections campaign finance disclosure webpage.
3. Nothing in this section shall be construed to obligate or compel the publication of any information that constitutes an unwarranted invasion of personal privacy or a violation of any laws governing the

release of personal information. This section shall further not be construed to compel the publication of records or information or matters concerning any parties referenced therein that have been deemed by the Town Attorney as the subject of pending litigation with the Town of Hempstead.

§ 39-3 Distribution. The Supervisor of the Town shall act to ensure that each Town elected official, Department Heads, and their designees shall receive a copy of this chapter 39, except that failure to receive a copy shall not absolve any person from his or her obligation to fully comply with its provisions. The Supervisor of the Town shall additionally, upon adoption of this Chapter, cause the contents thereof to be published upon the Town website.

§ 39-4 Severability. If any language, clause or provision of this Chapter 39 shall be deemed invalid and unenforceable by a court of competent jurisdiction, then that determination shall affect only the language so deemed, and the balance of the language of this Chapter 39 shall remain in full force and effect.

Section 2. This local law shall become effective immediately upon filing with the Secretary of State.

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: CHANGE IN GRADE AND SALARY  
ADJUSTMENT FOR ANGELO BACCIOTTI,  
DATABASE MANAGER, IN THE DEPARTMENT  
OF INFORMATION AND TECHNOLOGY

On motion made by  
the following resolution was adopted upon roll call:

RESOLVED, that the grade and salary for Angelo Bacciotti, Database  
Manager, in the Department of Information and Technology, be and hereby is changed from Grade 26 to  
28, Step 12 (M), \$148,299, by the Commissioner of the Department of Information and Technology and  
ratified by the Town Board of the Town of Hempstead, effective May 23, 2018.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF NOREEN BUCKLEY AS  
CLERK III, IN THE OFFICE OF THE TOWN  
COMPTROLLER, FROM THE CIVIL SERVICE  
LIST.

On motion made by  
the following resolution was adopted upon roll call:

WHEREAS, the Town of Hempstead Civil Service Commission has certified that Noreen Buckley has passed the examination for the position of Clerk III, Civil Service List No. 77-264, and is eligible for appointment thereto, NOW, THEREFORE, BE IT

RESOLVED, that Noreen Buckley, now serving as Office Services Assistant, in the Office of the Town Comptroller, be and hereby is appointed Clerk III, Competitive, Permanent, Grade 13, Step 11 (L), \$78,450, from the civil service list, in the Office of the Town Comptroller, by the Town Comptroller and ratified by the Town Board of the Town of Hempstead effective May 23, 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: CHANGE IN GRADE AND SALARY  
ADJUSTMENT FOR MICHAEL CAPOBIANCO,  
AUDITING EXECUTIVE, IN THE OFFICE OF THE  
TOWN COMPTROLLER

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that the grade and salary for Michael Capobianco, Auditing Executive, in the Office of the Town Comptroller, be and hereby is changed from Grade 27 to 29, Step 12 (M), \$154,930, by the Town Comptroller and ratified by the Town Board of the Town of Hempstead, effective May 23, 2018.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: REAPPOINTMENT OF GENNARO  
CESARANO, AS A MEMBER OF THE  
CIVIL SERVICE COMMISSION OF THE  
TOWN OF HEMPSTEAD.

On motion made by

the following resolution was adopted upon roll call:

WHEREAS, by Local Law No. 66 of year of 1969, there has been created a Department of Civil Service in the Town of Hempstead, effective January 1, 1970; and BE IT

WHEREAS, the term of Gennaro Cesarano, as a member of the Civil Service Commission of the Town of Hempstead will expire on May 31, 2018; and BE IT

WHEREAS, this Board believes that it is in the public interest to reappoint Gennaro Cesarano, Elmont, New York, 11003, to the Civil Service Commission of the Town of Hempstead for a term of six years, to expire May 31, 2024, NOW, THEREFORE BE IT

RESOLVED, that Gennaro Cesarano, be and hereby is reappointed as a Member of the Civil Service Commission of the Town of Hempstead for a term to expire on May 31, 2024,

AYES:

NOES:



RESOLUTION NO:

CASE NO:

ADOPTED:

RE: SALARY ADJUSTMENT FOR KEVIN CONROY,  
TOWN COMPTROLLER, IN THE OFFICE OF THE  
TOWN COMPTROLLER.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that the annual salary for Kevin Conroy, Town Comptroller, in the Office of the Town Comptroller, be and hereby is increased to \$168,946, Ungraded, by the Town Board of the Town of Hempstead effective May 23, 2018.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF MELONE MALDONADO  
AS CLERK III, IN THE OFFICE OF THE TOWN  
COMPTROLLER, FROM THE CIVIL SERVICE  
LIST.

On motion made by

the following resolution was adopted upon roll call:

WHEREAS, the Town of Hempstead Civil Service Commission has certified that Melone Maldonado has passed the examination for the position of Clerk III, Civil Service List No. 77-264, and is eligible for appointment thereto, NOW, THEREFORE, BE IT

RESOLVED, that Melone Maldonado, now serving as Office Services Assistant, in the Office of the Town Comptroller, be and hereby is appointed Clerk III, Competitive, Permanent, Grade 13, Step 10 (K), \$75,442, from the civil service list, in the Office of the Town Comptroller, by the Town Comptroller and ratified by the Town Board of the Town of Hempstead effective May 23, 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 MAURICE MAYES JR. AS  
CODE ENFORCEMENT OFFICER I, IN THE  
DEPARTMENT OF BUILDINGS.

On motion made by  
the following resolution was adopted upon roll call:

WHEREAS, Maurice Mayes Jr. was appointed Code Enforcement  
Officer Trainee from the Civil Service List in the Department of Buildings on May 24, 2017, and

WHEREAS, per Town of Hempstead Civil Service Rule XIV, after  
satisfactory training and performance a Code Enforcement Officer Trainee is automatically appointed  
permanent Code Enforcement Officer I, NOW, THEREFORE, BE IT

RESOLVED, that Maurice Mayes Jr. be and hereby is appointed as Code  
Enforcement Officer I, Competitive, Permanent, Grade 18, Step 1 (B), \$58,655, in the Department of  
Buildings, by the Commissioner of the Department of Buildings and ratified by the Town Board of the  
Town of Hempstead effective May 24, 2018.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF AMANDA MCCANN AS  
OFFICE SERVICES ASSISTANT, IN THE  
OFFICE OF THE TOWN COMPTROLLER,  
FROM THE CIVIL SERVICE LIST.

On motion made by  
the following resolution was adopted upon roll call:

WHEREAS, the Town of Hempstead Civil Service Commission has certified that Amanda McCann has passed the examination for the position of Office Services Assistant, Civil Service List No. 78-247, and is eligible for appointment thereto, NOW,  
THEREFORE, BE IT

RESOLVED, that Amanda McCann, now serving as Clerk Laborer, in the Office of the Town Comptroller, be and hereby is appointed Office Services Assistant, Competitive, Permanent, Grade 12, Step 4 (E), \$55,112, from the civil service list, in the Office of the Town Comptroller, by the Town Comptroller and ratified by the Town Board of the Town of Hempstead effective May 23, 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 RITA PARMITER AS  
CLERK III, IN THE OFFICE OF THE TOWN  
COMPTROLLER, FROM THE CIVIL SERVICE  
LIST.

On motion made by

the following resolution was adopted upon roll call:

WHEREAS, the Town of Hempstead Civil Service Commission has certified that Rita Parmiter has passed the examination for the position of Clerk III, Civil Service List No. 77-264, and is eligible for appointment thereto, NOW, THEREFORE, BE IT

RESOLVED, that Rita Parmiter, now serving as Office Services Assistant, in the Office of the Town Comptroller, be and hereby is appointed Clerk III, Competitive, Permanent, Grade 13, Step 13 (M), \$85,548, from the civil service list, in the Office of the Town Comptroller, by the Town Comptroller and ratified by the Town Board of the Town of Hempstead effective May 23, 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: CHANGE IN GRADE FOR THE TITLE AUDITING  
EXECUTIVE, IN THE TOWN OF HEMPSTEAD.

On motion made by  
the following resolution was adopted upon roll call:

RESOLVED, that the grade for the title Auditing Executive, in the Town of Hempstead, be and hereby is changed from Grade 27 to Grade 29, by the Town Board of the Town of Hempstead, effective May 23, 2018.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: CHANGE IN GRADE FOR THE TITLE DATABASE  
MANAGER, IN THE TOWN OF HEMPSTEAD.

On motion made by  
the following resolution was adopted upon roll call:

RESOLVED, that the grade for the title Database Manager, in the Town  
of Hempstead, be and hereby is changed from Grade 26 to Grade 28, by the Town Board of the Town of  
Hempstead, effective May 23, 2018.

AYES:

NOES: