

**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 4<sup>th</sup> day of September, 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:

BELLMORE  
Section 202-15

CENTRE AVENUE (TH 237/18) East Side -  
TWO HOUR PARKING 7 AM TO 7 PM EXCEPT  
SATURDAYS, SUNDAYS, AND HOLIDAYS -  
starting at a point 239 feet north of the  
north curbline of Merrick Road north for  
a distance of 49 feet.

CENTRE AVENUE (TH 237/18) East Side -  
TWO HOUR PARKING 7 AM TO 7 PM EXCEPT  
SATURDAYS, SUNDAYS, AND HOLIDAYS -  
starting at a point 356 feet north of the  
north curbline of Merrick Road north for  
a distance of 113 feet.

GRAND AVENUE (TH 116/18) North Side -  
FOUR HOUR PARKING BETWEEN SIGNS -  
starting at a point 496 feet west of the  
west curbline of Bedford Avenue west for  
a distance of 227 feet.

GARDEN CITY  
SOUTH  
Section 202-14

EUSTON ROAD SOUTH (TH 195/18) West Side -  
NO PARKING 10 AM TO 8 PM - starting at  
the north curbline of Seventh Street  
north for a distance of 108 feet.

MERRICK  
Section 202-11

SHORE DRIVE (TH 231/18) East Side - NO  
STOPPING 10 AM TO 6 PM MAY 15<sup>th</sup> TO  
SEPTEMBER 15<sup>th</sup> - starting at a point  
134 feet south of a point opposite the  
south curbline of Lowell Lane south for a  
distance of 351 feet.

SHORE DRIVE (TH 231/18) East Side - NO  
STOPPING 10 AM TO 6 PM MAY 15<sup>th</sup> TO  
SEPTEMBER 15<sup>th</sup> - starting at a point  
600 feet south of a point opposite the  
south curbline of Lowell Lane south for a  
distance of 192 feet.

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Case # 29955

SHORE DRIVE (TH 231/18) West Side - NO STOPPING 10 AM TO 6 PM MAY 15<sup>th</sup> TO SEPTEMBER 15<sup>th</sup> - starting at a point 320 feet south of the south curbline of Lowell Lane south for a distance of 212 feet.

SEAFORD  
Section 202-4

SEAMANS NECK ROAD (TH 226/18) East Side - THIRTY MINUTE PARKING 9 AM TO 6 PM EXCEPT SUNDAYS AND HOLIDAYS - starting at a point 33 feet north of the north curbline of Merrick Road north for a distance of 27 feet.

(NR) VALLEY  
STREAM  
Section 202-18

FRANCES DRIVE (TH 244/18) West Side - NO PARKING 9 AM TO 4 PM EXCEPT SATURDAYS, SUNDAYS, AND HOLIDAYS - starting at a point 219 feet north of the north curbline of Wright Street following the curve west for 104 feet.

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

BELLMORE  
Section 202-15

CENTRE AVENUE (TH 443/12) East Side - TWO HOUR PARKING 7 AM TO 7 PM EXCEPT SUNDAYS AND HOLIDAYS - starting at a point 237 feet north of the north curbline of Merrick Road north for a distance of 228 feet. (Adopted 11/27/12)

GRAND AVENUE (TH 121/98) North Side - FOUR HOUR PARKING - starting at a point 268 feet east of the east curbline of Centre Avenue east for a distance of 226 feet. (Adopted 11/17/98)

FRANKLIN SQUARE  
Section 202-7

JACKSON AVENUE (TH 400/84) South Side - NO PARKING 8 AM TO 5 PM MONDAY THROUGH FRIDAY - starting at the east curbline of Franklin Avenue east for a distance of 92 feet. (Adopted 1/29/85)

LEVITTOWN  
Section 202-23

PERIWINKLE ROAD (TH 42/69) South Side - NO PARKING 8 AM TO 1 PM SUNDAYS - starting at a point 30 feet east of the east curbline of Azalea Lane east for a distance of 266 feet. (Adopted 6/24/69)

MERRICK  
Section 202-11

ORR STREET (TH 198/03) West Side - NO PARKING BETWEEN SIGNS 9 AM TO 5 PM - starting at a point 166 feet south of the south curbline of Merrick Road south for a distance of 74 feet. (Adopted 9/23/03)

SHORE DRIVE (TH 284) West Side - NO STOPPING 10 AM TO 6 PM BETWEEN JUNE 15 and SEPTEMBER 15 - starting at a point 320 feet south of the south curbline of Lowell Lane south and west for a distance of 230 feet. (Amended 8/28/62)



SHORE DRIVE (TH 284) East Side - NO STOPPING 10 AM TO 6 PM BETWEEN JUNE 15 and SEPTEMBER 15 - starting at a point 132 feet south of a point opposite the south curbline of Lowell Lane south for a distance of 344 feet. (Amended 8/28/62)

SHORE DRIVE (TH 339/65) East Side - NO STOPPING 10 AM TO 6 PM JUNE 15 to SEPTEMBER 15 - starting at a point 590 feet south of a point opposite the south curbline of Lowell Lane southwest for 190 feet. (Amended 8/24/65)

SEAFORD  
Section 202-4

SEAMANS NECK ROAD (TH 509/68) East Side - THIRTY MINUTE PARKING EXCEPT SUNDAYS AND HOLIDAYS 9 AM TO 6 PM - starting at a point 30 feet north of the north curbline of Merrick Road north for a distance of 75 feet. (Adopted 3/18/69)

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

Dated: August 7, 2018  
Hempstead, New York

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF HEMPSTEAD

LAURA A. GILLEN  
Supervisor

SYLVIA A. CABANA  
Town Clerk

**NOTICE OF PUBLIC HEARING**

PLEASE TAKE NOTICE that pursuant to Article 9 of the New York State Constitution, the provisions of the Town Law and Municipal Home Rule of the State of New York, both as amended, a public hearing will be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, on the 4<sup>th</sup> day of September, 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:

BALDWIN

FOXHURST ROAD (TH 197/18) South Side  
- NO STOPPING HERE TO CORNER -  
starting from the east curbline of  
Soper Avenue east for a distance of  
60 feet.

FOXHURST ROAD (TH 197/18) North Side  
- NO STOPPING HERE TO CORNER -  
starting from the east curbline of  
Soper Avenue east for a distance of  
65 feet.

LANCASTER AVENUE (TH 260/18) West  
Side - NO STOPPING HERE TO CORNER -  
starting from the north curbline of  
Devonshire Road north for a distance  
of 45 feet.

LANCASTER AVENUE (TH 260/18) West  
Side - NO STOPPING HERE TO CORNER -  
starting from the south curbline of  
Devonshire Road south for a distance  
of 35 feet.

(NR) BAY PARK

MARTIN STREET WEST (TH 248/18) NO  
STOPPING ANYTIME - at its westernmost  
terminus going from the north to  
south.

BELLMORE

GRAND AVENUE (TH 116/18) North Side -  
NO STOPPING ANYTIME - starting at a  
point 337 feet west of the west  
curbline of Bedford Avenue west for a  
distance of 40 feet.

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29956

EAST ATLANTIC BEACH                    PARK STREET (TH 279/18) North Side - NO PARKING ANYTIME - starting at a point 7 feet opposite the southwest curbline of Malone Avenue west for a distance of 50 feet.

EAST MEADOW                            LUDDINGTON ROAD (TH 250/18) South Side - NO PARKING ANYTIME - starting at a point 34 feet east of a point opposite the west curbline of Park Lane then east for a distance of 32 feet.

FRANKLIN SQUARE                      JACKSON AVENUE (TH 251/18) South Side - NO STOPPING HERE TO CORNER - at the east curbline of Franklin Avenue east for 20 feet.

LEVITTOWN                              LORING ROAD (TH 265/18) East Side - NO STOPPING HERE TO CORNER - starting at the north curbline of Hempstead Turnpike north side Marginal Road north for a distance of 58 feet.

OCEANSIDE                              ROCKVILLE CENTRE PARKWAY (TH 73/18) West Side - NO STOPPING HERE TO CORNER - from the north curbline of Bedell Street north for a distance of 25 feet.

    ROCKVILLE CENTRE PARKWAY (TH 73/18) West Side - NO STOPPING HERE TO CORNER - from the south curbline of Bedell Street south for a distance of 25 feet.

    ROCKVILLE CENTRE PARKWAY (TH 73/18) East Side - NO STOPPING HERE TO CORNER - from the south curbline of Bedell Street south for a distance of 25 feet.

ROOSEVELT                              ALLERS BOULEVARD (TH 229/18) South Side - NO PARKING ANYTIME - starting at a point 463 feet east of the east curbline of Babylon Turnpike then east for a distance of 22 feet.

    WOODS AVENUE (224/18) South Side - NO PARKING ANYTIME - starting at a point 288 feet west of the west curbline of Gilbert Place then west for a distance of 25 feet.

UNIONDALE                              CLINTON AVENUE (TH 209/18) West Side - NO PARKING ANYTIME - starting at a point 200 feet south of the south curbline of Jerusalem Avenue then south for a distance of 30 feet.



**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 4<sup>th</sup> day of September, 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:

BALDWIN COOLIDGE AVENUE (TH 230/18) STOP - all traffic eastbound on West Carl Avenue shall come to a full stop.

COOLIDGE AVENUE (TH 230/18) STOP - all traffic westbound on West Carl Avenue shall come to a full stop.

DEVONSHIRE ROAD (TH 260/18) STOP - all traffic traveling northbound on Coventry Road shall come to a full stop.

EASTERN BOULEVARD (TH 270/18) STOP - all traffic moving southbound on Fox Road shall come to a full stop.

BELLMORE BEDFORD AVENUE (TH 281/18) STOP - all traffic traveling eastbound on Clarendon Avenue shall come to a full stop.

LEVITTOWN BIRCH LANE (TH 285/18) STOP - all traffic traveling southbound on Crabtree Lane shall come to a full stop.

ELM DRIVE WEST (TH 264/18) STOP - all traffic traveling westbound on Eve Lane shall come to a full stop.

MERRICK STUYVESANT AVENUE (TH 200/18) STOP - all traffic traveling southbound on Jefferson Street shall come to a full stop.

STUYVESANT AVENUE (TH 200/18) STOP - all traffic traveling northbound on Jefferson Street shall come to a full stop.

(NR) VALLEY JASPER STREET (TH 225/18) STOP - all traffic approaching east bound on Oliver Stream Avenue shall come to a full stop.

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29957

JASPER STREET (TH 225/18) STOP - all  
traffic approaching west bound on Oliver  
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: August 7, 2018  
Hempstead, New York

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF HEMPSTEAD

LAURA A. GILLEN  
Supervisor

SYLVIA A. CABANA  
Town Clerk

**NOTICE OF PUBLIC HEARING**

PLEASE TAKE NOTICE that pursuant to Article 9 of the New York State Constitution, the provisions of the Town Law and Municipal Home Rule of the State of New York, both as amended, a public hearing will be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, on the 4<sup>th</sup> day of September, 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:

OCEANSIDE                      FOXHURST ROAD (TH 630/66) South Side - NO STOPPING BUS STOP - from the east curbline of Soper Avenue east for a distance of 60 feet. (Amended 10/25/66)

   FOXHURST ROAD (TH 630/66) North Side - NO STOPPING BUS STOP - from the east curbline of Soper Avenue east for a distance of 70 feet. (Amended 10/25/66)

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

Dated: August 7, 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 #

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 4<sup>th</sup> day of September, 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 "FIRE ZONES" at the following locations:

BELLMORE                      GRAND AVENUE (TH 116/18) North Side - NO STOPPING FIRE ZONE - starting at a point 423 feet west of the west curbline of Bedford Avenue west for a distance of 73 feet.

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

Dated: August 7, 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 the Municipal Home Rule Law of the State of New York, as amended, a public hearing will be held in the Town Hall Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, on the 4<sup>th</sup> day of September, 2018, at 10:30 o'clock in the forenoon of that day to consider the enactment of a local law to amend Section 192-1 of the Code of the Town of Hempstead by the insertion of a location into subdivision "H", thereof, in relation to gross weight restrictions upon commercial vehicles using certain town highways, as follows:

"H" - FRANKLIN SQUARE

COMMONWEALTH STREET - between Hempstead Turnpike and Benris Avenue.  
(TH-191/18)

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: August 7, 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 # 19829

**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 4<sup>th</sup> day of September, 2018, at 10:30 o'clock in the forenoon of that day, to consider the enactment of a local law to amend Chapter 62 of the Code of the Town of Hempstead entitled "Department of Purchasing" in order to utilize the "best value" standard in the Town's procurement process as authorized and as limited by General Municipal Law Section 103.

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

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

Dated: Hempstead, New York  
August 7, 2018

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

**SYLVIA A. CABANA**  
Town Clerk

**LAURA A. GILLEN**  
Supervisor

em # 7  
se # 17432

**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 4<sup>th</sup> day of September, 2018, at 10:30 o'clock in the forenoon of that day, to consider the enactment of a local law to amend Chapter 77 of the Code of the Town of Hempstead entitled "Public Places, Regulation of" and Chapter 78 of the Code of the Town of Hempstead entitled "Parks" in order to rescind an archaic statute restricting breast feeding to designated areas at Town swimming pools, and instead reaffirm, consistent with applicable New York State law, that breast feeding is permissible in any public or private location within the Town of Hempstead.

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

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

Dated: Hempstead, New York  
August 7, 2018

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

**SYLVIA A. CABANA**  
Town Clerk

**LAURA A. GILLEN**  
Supervisor

Item #

8

Case #

19908  
15396

**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 4<sup>th</sup> day of September, 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:

**ELMONT**

237<sup>TH</sup> STREET - east side, starting at a point 142 feet north of the north curblineline of 115<sup>th</sup> Terrace, north for a distance of 20 feet.  
(TH-108/18)

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

**HEWLETT**

NELSON COURT - north side, 116 Feet east of the east curblineline of Stevenson Road, east for 18 feet.  
(TH-587/07 - 1/22/08) (TH-201/18)

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

Dated: August 7, 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 # 9  
Case # 21527

**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 repeal of two (2) "No Stopping" signs and the adoption of seven (7) "5 Hour Parking" signs in parking field E-6, Elmont; and the adoption of six (6) "No Standing Anytime" signs in parking field L-12, Levittown; all in accordance and with Section 80-4 of the Code of the Town of Hempstead.

**PLEASE TAKE FURTHER NOTICE** that a public hearing will be held at the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Village and Town of Hempstead, New York, on the 4<sup>th</sup> day of September, 2018, at 10:30 o'clock in the forenoon of that day, to consider the adoption of the following revised public parking field maps:

ELMONT

N/E Corner of  
Village Avenue & Elmont Road  
Parking Field  
Elmont  
Town of Hempstead  
(TH-247/18)

LEVITTOWN

L-12

Gardiners Avenue & Jeffries Road  
Parking Field  
Levittown  
East End Turnpike  
Public Parking District  
(TH-204/18)

Copies of the proposed public parking field maps

Item #

10

Case #

16214

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:** August 7, 2018  
Hempstead, New York

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF HEMPSTEAD

SYLVIA A. CABANA  
Town Clerk

LAURA A. GILLEN  
Supervisor

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 September 4, 2018 at 10:30 o'clock in the forenoon of that day in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, for the purpose of considering the application of JAS USA INC. to include premises, existing and extend premises into the GSS District to maintain an existing repair bays and snack shop, installation of a 24'x 54' canopy over the existing pump islands with lighting, vacuum station, air station, dumpsters enclosure and various other site improvements including paving, curbing, landscaping and the relocation of an existing curb cut along Chester Street located in Uniondale, New York:

An irregular parcel of property located on the s/e/c/ of Front St. & Chester St. w/frontage of 122.27' and 132.11' on Chester St. situated in Uniondale, Town of Hempstead, County of Nassau, State of New York.

The above mentioned petition & maps which accompanies it are on file with the undersigned and may be viewed during office hours.

Any person interested in the subject matter will be given an opportunity to be heard with reference thereto at the time and place above designated.

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

LAURA A.GILLEN  
Supervisor

SYLVIA A.CABANA  
Town Clerk

Date: August 7, 2018  
Hempstead, N.Y.

Item # 11  
Case # 4562

CASE NO. 25843

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved  
its adoption:

**RESOLUTION RATIFYING AND CONFIRMING THE GRANTING  
OF THE APPLICATION OF YESHIVA KETANA OF LONG  
ISLAND FOR A PARADE PERMIT FOR A PROCESSION HELD IN  
INWOOD, NEW YORK, ON SEPTEMBER 03, 2018.**

**WHEREAS, Chani Berkovits of Inwood, New York, Administrator of the  
Yeshiva Ketana of Long Island, 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  
Inwood, New York, on September 03, 2018 from 4:30 PM to 5:30 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 Chani  
Berkovits, Administrator of the Yeshiva Ketana of Long Island, 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 # 12

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 MOUNT SINAI BAPTIST CHURCH FOR  
A PARADE PERMIT FOR A PROCESSION HELD IN ROOSEVELT,  
NEW YORK, ON AUGUST 11, 2018.**

WHEREAS, Arthur Mackey of Roosevelt, New York, Pastor of the Mount Sinai Baptist 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 Roosevelt, New York, on August 11, 2018 from 5:00 PM to 6:00 PM and

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the GRANTING of the aforesaid application of Arthur Mackey, Pastor of the Mount Sinai Baptist 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 #

12

Case #

25843

CASE NO. 25843

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved  
its adoption:

RESOLUTION GRANTING OF THE APPLICATION OF JOHN  
THEISSEN CHILDREN FOUNDATION FOR A PARADE PERMIT  
FOR A K-RUN HELD IN WANTAGH, NEW YORK, ON OCTOBER  
21, 2018.

WHEREAS, John Theissen of Seaford, New York, Director of the John  
Theissen Children Foundation, New York has filed an application with the Town  
Clerk of the Town of Hempstead, for a Parade Permit for a K-Run to be held in  
Wantagh, New York, on October 21, 2018 from 8:00 AM to 9:30 AM and

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the of the aforesaid application of John Theissen,  
Director of the John Theissen Children Foundation, be and the same is hereby  
GRANTED, subject to all the provisions of Chapter 117 entitled Parades, Code of  
the Town of Hempstead

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 12

Case # 25843

CASE NO. 25843

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved  
its adoption:

RESOLUTION GRANTING OF THE APPLICATION OF WANTAGH  
SPORTS BOOSTER CLUB FOR A PARADE PERMIT FOR A  
PARADE HELD IN WANTAGH, NEW YORK, ON SEPTEMBER 29,  
2018.

WHEREAS, Diane Sales of Wantagh, New York, Parade Chair Person of  
the Wantagh Sports Booster Club, New York has filed an application with the  
Town Clerk of the Town of Hempstead, for a Parade Permit for a Parade to be held  
in Wantagh, New York, on September 29, 2018 from 12:00 PM to 1:00 PM and

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the of the aforesaid application of Diane Sales, Parade  
Chair Person of the Wantagh Sports Booster Club, 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 #

12

Case #

25843

CASE NO. 25843

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved  
its adoption:

RESOLUTION GRANTING OF THE APPLICATION OF ST. THOMAS  
THE APOSTLE SCHOOL FOR A PARADE PERMIT FOR A K-  
RUN HELD IN WEST HEMPSTEAD, NEW YORK, ON SEPTEMBER  
29, 2018.

WHEREAS, Terri Hanley of W Hempstead, New York, Organizer of the  
St. Thomas the Apostle School, New York has filed an application with the Town  
Clerk of the Town of Hempstead, for a Parade Permit for a K-Run to be held in  
West Hempstead, New York, on September 29, 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 Terri Hanley,  
Organizer of the St. Thomas the Apostle School, 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 #

12

Case #

25843

CASE NO.

RESOLUTION NO.

Adopted

Offered the following resolution

And moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING PERMISSION GRANTED TO THE PLENITUD DE VIDA CHRISTIAN CENTER, ELMONT, NEW YORK TO USE TOWN OF HEMPSTEAD PARKING FIELD E-1, ELMONT, NEW YORK FOR THE PURPOSE OF HOLDING A COMMUNITY GATHERING ON AUGUST 11, 2018.

WHEREAS, the Plenitud De Vida Christian Center, c/o Julio Pichardo, Pastor, 1326 Hempstead Turnpike, Elmont, New York 11003 had requested permission to use Town of Hempstead Parking Field E-1, Elmont, New York for the purpose of holding a Community Gathering on August 11, 2018 (the "Gathering"); 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 Plenitud De Vida Christian Center, c/o Julio Pichardo, Pastor, 1326 Hempstead Turnpike, Elmont, New York 11003 to use Town of Hempstead Parking Field E-1, Elmont, New York for the purpose of holding the Gathering on August 11, 2018 is hereby ratified and confirmed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES

Item # 13

Case # 20915

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution

And moved its adoption:

RESOLUTION RATIFYING, CONFIRMING AND GRANTING PERMISSION TO THE WANTAGH CHAMBER OF COMMERCE, WANTAGH, NEW YORK TO USE TOWN OF HEMPSTEAD PARKING FIELD WA-11, WANTAGH, NEW YORK FOR THE PURPOSE OF HOLDING A FARMERS MARKET ON JULY 29, AUGUST 5, AUGUST 12, AUGUST 19, AUGUST 26, SEPTEMBER 2, SEPTEMBER 9, SEPTEMBER 16, SEPTEMBER 23, SEPTEMBER 30, OCTOBER 7, OCTOBER 14, OCTOBER 21, OCTOBER 28, NOVEMBER 4, AND NOVEMBER 11, 2018.

WHEREAS, The Wantagh Chamber of Commerce, c/o Mitchell J. Rich, Financial Secretary, P.O. Box 660, Wantagh, New York 11793 had requested to use Town of Hempstead Parking Field WA-11, Wantagh, New York for the purpose of holding a Farmers Market on July 29, August 5, August 12, August 19, August 26, September 2, September 9, September 16, September 23, September 30, October 7, October 14, October 21, October 28, November 4, and November 11, 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 ratified, confirmed and granted to The Wantagh Chamber of Commerce, c/o Mitchell J. Rich, Financial Secretary, P.O. Box 660, Wantagh, New York 11793 to use Town of Hempstead Parking Field WA-11, Wantagh, New York for the purpose of holding the Market on July 29, August 5, August 12, August 19, August 26, September 2, September 9, September 16, September 23, September 30, October 7, October 14, October 21, October 28, November 4, and November 11, 2018.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 13

Case # 20915

RESOLUTION NO.

CASE NO.

Adopted:

Offered the following resolution

And moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING PERMISSION GRANTED TO THE MINISTERIO INTERNACIONAL FE EN ACCION CHURCH, ELMONT, NEW YORK TO USE TOWN OF HEMPSTEAD PARKING FIELD E-4, ELMONT, NEW YORK FOR THE PURPOSE OF HOLDING A COMMUNITY GATHERING ON JULY 29, 2018.

WHEREAS, the Ministerio Internacional Fe En Accion Church, 1 Elmont Road, Elmont, New York 11003 Attention: Pastor J. Danilo Chaver, had requested to use Town of Hempstead Parking Field E-4, Elmont, New York for the purpose of holding a Community Gathering on July 29, 2018 (the "Gathering"); 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 Ministerio Internacional Fe En Accion Church, 1 Elmont Road, Elmont, New York 11003 Attention: Pastor J. Danilo Chaver, to use Town of Hempstead Parking Field E-4. Elmont, New York for the purpose of holding the Gathering on July 29, 2018 is hereby ratified and confirmed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 13

Case # 20915

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AWARDDING FORMAL BID NO. 14-2018 FOR THE DEMOLITION AND REMOVAL OF A TWO AND ONE HALF STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE AND COTTAGE AND REMOVAL OF ALL LITTER AND DEBRIS FROM PREMISES, SAID PREMISES IS LOCATED ON THE WEST SIDE OF MILBURN AVENUE, 200 FEET NORTH OF COTTAGE PLACE, SECTION 54, BLOCK 99 AND LOT (S) 24, A/K/A 2314 MILBURN AVENUE, BALDWIN, TOWN OF HEMPSTEAD, NEW YORK. APPROVED BY TOWN BOARD RESOLUTION NO 1-2017, ADOPTED JANUARY 10, 2017, AUTHORIZING THE DEMOLITION AND REMOVAL OF A TWO AND ONE HALF STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE AND COTTAGE AND REMOVAL OF ALL LITTER AND DEBRIS FROM THE SITE.

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

WHEREAS, the following bids were received on July 31, 2018, and referred to the Building Department for review:

<u>No.</u>	<u>Name &amp; Address of Bidder</u>	<u>Bid Proposal Amount</u>
1.	B & A Commercial Inc. Attn: Charlie Levine 70 New Street Oceanside, New York 11572	\$67,400.00
2.	Panzner Demo & Abatement Corp. Attn: Dawn LaVadera 55 Saxon Avenue Bay Shore, New York 11706	\$73,450.00
3.	L & G Ruggiero, Inc. Attn: Lou Ruggiero 702 Cord Avenue Lindenhurst, New York 11757	\$88,500.00
4.	Sky Rise Inc. Attn: Tariq Khan 49 Ashley Drive Valley Stream, New York 11580	\$96,000.00
5.	S & M Prompt Rubbish Removal 228 Miller Avenue Freeport, New York 11520	\$108,000.00
6.	Watral Brothers Attn: Harris 45 South 4 <sup>th</sup> Street Bayshore, New York 11706	\$149,900.00
7.	Russo Development Enterprises, Inc. 67 East Avenue Lawrence, New York 11559	\$193,333.00

WHEREAS, The Commissioner of the Building Department recommends said bid B & A Commercial Inc., 70 New Street, Oceanside, New York 11572, as in the best interest of the Town of Hempstead and;

WHEREAS, B & A Commercial Inc., 70 New Street, Oceanside, New York 11572, was selected on September 4, 2018.

NOW THEREFORE, BE IT

RESOLVED, that Formal Bid #14-2018 for the demolition and removal of the two and one half story wood frame one family dwelling with detached garage and cottage, and removal of all litter and debris from premises, located on the West side of Milburn Avenue, 200 feet North of Cottage Place, Sec. 54, Block 99 and Lot(s) 24, A/K/A 2314 Milburn Avenue, Baldwin, Town of Hempstead, is hereby awarded to B & A Commercial Inc., 70 New Street, Oceanside, New York 11572, with payments to be made from Building Department Account #030-002-3620-4300, Unsafe Buildings.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 14

Case # 6542



CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AWARDDING FORMAL BID NO. 13-2018 FOR THE DEMOLITION AND REMOVAL OF A ONE AND ONE HALF STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE AND REMOVAL OF ALL LITTER AND DEBRIS FROM PREMISES, SAID PREMISES IS LOCATED ON THE WEST SIDE OF CAMERON STREET, 302 FEET SOUTH OF E STREET, SECTION 32, BLOCK 546 AND LOT (S) 119, A/K/A 544 CAMERON STREET, ELMONT, TOWN OF HEMPSTEAD, NEW YORK. APPROVED BY TOWN BOARD RESOLUTION NO 1772-2016, ADOPTED NOVEMBER 29, 2016, AUTHORIZING THE DEMOLITION AND REMOVAL OF A ONE AND ONE HALF STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE AND REMOVAL OF ALL LITTER AND DEBRIS FROM THE SITE.

WHEREAS, the Director of Purchasing, on behalf of the Commissioner of the Building Department, advertised a public bid for the demolition and removal of unsafe structures located at 544 Cameron Street, Elmont, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures"; and

WHEREAS, the following bids were received on July 31, 2018, and referred to the Building Department for review:

<u>No.</u>	<u>Name &amp; Address of Bidder</u>	<u>Bid Proposal Amount</u>
1.	Panzner Demo & Abatement Corp. Attn: Dawn LaVadera 55 Saxon Avenue Bayshore, New York 11706	\$44,400.00
2.	B & A Commercial Inc. Attn: Charlie Levine 70 New Street Oceanside, New York 11572	\$56,960.00
3.	S & M Prompt Rubbish Removal 228 Miller Avenue Freeport, New York 11520	\$65,000.00
4.	Watral Brothers Attn: Harris 45 South 4 <sup>th</sup> Street Bayshore, New York 11706	\$79,900.00
5.	Sky Rise Inc. Attn: Tariq Khan 49 Ashley Drive Valley Stream, New York 11580	\$87,000.00
6.	Russo Development Enterprises, Inc. 67 East Avenue Lawrence, New York 11559	\$117,700.00

WHEREAS, The Commissioner of the Building Department recommends said bid Panzner Demo & Abatement Corp., 55 Saxon Avenue, Bayshore, New York 11706, as in the best interest of the Town of Hempstead and;

WHEREAS, Panzner Demo & Abatement Corp., 55 Saxon Avenue, Bayshore, New York 11706, was selected on September 4, 2018.

NOW THEREFORE, BE IT

RESOLVED, that Formal Bid #13-2018 for the demolition and removal of the one and one half story wood frame one family dwelling with detached garage and removal of all litter and debris from premises, located on the West side of Cameron Street, 302 feet south of E Street, Sec. 32, Block 546 and Lot(s) 119, A/K/A 544 Cameron Street, Elmont, Town of Hempstead, is hereby awarded to Panzner Demo & Abatement Corp., 55 Saxon Avenue, Bayshore, New York 11706 with payments to be made from Building Department Account #030-002-3620-4300, Unsafe Buildings.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 15  
Case # 6542

RESOLUTION RE: REMOVING MATTHEW CATAPANO & ALEX  
MOLINA FROM COMPANY ROLLS IN THE FRIENDSHIP  
ENGINE AND HOSE CO., INC., MERRICK, NEW YORK.

ADOPTED:

offered the following resolution and moved its  
adoption:

RESOLVED, that the action of FRIENDSHIP ENGINE AND  
HOSE COMPANY INC., MERRICK, NEW YORK in Removing  
MATTHEW CATAPANO, residing at [REDACTED], N. Merrick, New  
York 11566 & ALEX MOLINA, residing at [REDACTED] Avenue, N.  
Merrick, New York 11566 from the company rolls, be and the same  
hereby is ratified and approved.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES

Item # 16

Case # 693

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

**RESOLUTION APPROVING A CONTRACT WITH FIVE TOWNS COMMUNITY CENTER, INC. AND AUTHORIZING A GRANT TO ASSIST IN ITS BI-LINGUAL PROGRAM FOR THE BENEFIT OF NON-ENGLISH SPEAKING RESIDENTS IN UNINCORPORATED AREAS OF THE TOWN OF HEMPSTEAD.**

**WHEREAS**, the FIVE TOWNS COMMUNITY CENTER, INC., a non-profit membership corporation formed under the Membership Corporation Law of the State of New York, located at 270 Lawrence Avenue, Lawrence, New York, has for a number of years been conducting a Bi-Lingual Program for the benefit of non-English speaking residents of the unincorporated areas of the Town of Hempstead; and

**WHEREAS**, in the ensuing years up to and including 2018, the Five Towns Community Center, Inc., each year continued to make such application and the Town Board of the Town of Hempstead considered it to be in the public interest to accept such proposals; and

**WHEREAS**, the FIVE TOWNS COMMUNITY CENTER, INC. has petitioned the Town of Hempstead for a grant-in-aid of EIGHTY FIVE THOUSAND TWO HUNDRED EIGHTY THREE (\$85,283.00) DOLLARS, to assist in the pursuit of its program for the benefit of non-English speaking residents of the unincorporated areas of the Town of Hempstead in the Town's fiscal year commencing January 1, 2018 and terminating December 31, 2018; and

**WHEREAS**, the Town Board deems it to be in the public's interest to provide the specified Town Funded grant.

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the Supervisor is hereby authorized and directed to execute a contract between the Five Towns Community Center, Inc. and the Town of Hempstead providing a bi-lingual program for the benefit of non-English speaking residents in the unincorporated areas of the Town of Hempstead, upon such terms, conditions and stipulations as the Supervisor may deem fit and proper for the period commencing January 1, 2018 and terminating December 31, 2018 and that the Town pay to the Five Towns Community Center, Inc., the amount of EIGHTY FIVE THOUSAND TWO HUNDRED EIGHTY THREE (\$85,283.00) DOLLARS, which shall be paid out of the Department of Planning and Economic Development Budget Account No. 030-006-8020-4400, and which shall be dispersed upon approval by the Commissioner of the Department of Planning and Economic Development, as per contract terms.

The foregoing resolution was adopted upon roll call as follows:

AYES: ( )

NOES: ( )

Item # 17

Case # 12492

**CONTRACT FOR PERSONAL SERVICES**

By and Between  
TOWN OF HEMPSTEAD  
and

**THE FIVE TOWNS COMMUNITY CENTER, INC.  
(BI-LINGUAL PROGRAM)**

**AGREEMENT** made the        day of        , 2018, by and between the Town of Hempstead (hereinafter called the "Town"), a domestic municipal corporation having its principal office at One Washington Street, Hempstead, New York and the Five Towns Community Center, Inc. (hereinafter called the "Center"), a non-profit corporation having its principal office at 270 Lawrence Avenue, Lawrence, New York.

**WITNESSETH THAT:**

**WHEREAS**, the Center for a number of years conducted at the Center a bi-lingual program for the unincorporated areas of the Town; and

**WHEREAS**, the Center has petitioned the Town to provide a grant of EIGHTY FIVE THOUSAND TWO HUNDRED EIGHTY THREE (\$85,283.00) DOLLARS, to assist it in its program; and

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

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

1. The Center, through its Bi-Lingual Program will assist these non-English speaking residents by providing skilled Spanish and Italian translators and consultants to aid them in the improvement of communication to facilitate and relieve their problems as to job placement, housing, transportation, immigration, naturalization and other problems.

2. The Center agrees that it will make the services to be performed hereunder available to any qualified resident of the unincorporated areas of the Town in need of such services who shall make request therefore.

3. The Center shall not assign, transfer or hypothecate this agreement or any interest therein either in whole or in part or by agreement or novation.

4. The Center shall be an independent contractor hereunder. Nothing herein contained shall be construed to constitute its members, employees, servants or agents to be employees, agents or servants of the Town.

5. The Center agrees to indemnify the Town, 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 to maintain and keep in force during the term of this agreement or any renewal thereof, at its own cost and expense, policies of insurance insuring the Center and the Town 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 a 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 the accepted 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. The Center shall, upon expenditure of the grant, provide the Department of Planning and Economic Development with a detailed report of expenditures made.

7. The Center agrees to report to the Department of Planning and Economic Development at such times and in such manner form prescribed as to services pursuant to this agreement.

8. The Center agrees that in the performance of its service 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. The term of this agreement shall commence on the 1st day of January 2018 and terminate on the 31st day of December 2018.

10. Subject to appropriation of funds by the Town Board, the Town agrees to pay the Center for the services specified in this agreement, the amount of EIGHTY FIVE THOUSAND TWO HUNDRED EIGHTY THREE (\$85,283.00) DOLLARS.

11. It is expressly understood and agreed that this agreement may be terminated by the Town without prior notice if the operations conducted by the Center in this Bi-Lingual program do not meet with the complete satisfaction of the Town Board for any reason whatsoever.

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

**TOWN OF HEMPSTEAD**

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

**FIVE TOWNS COMMUNITY CENTER, INC.**

By: \_\_\_\_\_  
Executive Director

Print Name Lorena Sistrunk

**APPROVED**

By Kevin R. Conroy Date 8/13/18  
Kevin R. Conroy 8/13/18  
**KEVIN R. CONROY, CPA**  
**TOWN COMPTROLLER**

Doc. No. 18-018

2018 AUG 20 A 11: 19  
TOWN OF HEMPSTEAD  
TOWN CLERK

APPROVED AS TO CONTENT  
DATE 8/13/18  
Katrina R. Brooks  
COUNSEL TO COMMISSIONER  
DEPT. OF PLANNING & ECONOMIC DEVELOPMENT

**APPROVED**

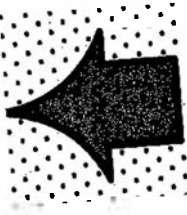
Donald A. Spof... 8/13/18  
**DIRECTOR OF PURCHASING**

**APPROVED AS TO FORM**

Charles O. Heine  
**SENIOR DEPUTY TOWN ATTORNEY**  
DATE 8/10/18

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

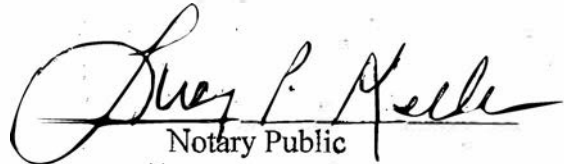
On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me personally came LAURA A. GILLEN, to me known and known to be the Supervisor of the Town of Hempstead, Nassau County, New York and being by me duly sworn, did depose and say that she resides at 1 Washington Street, Hempstead, New York 11550; that she 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 23rd day of July, 2018, before me personally came Lucrecia Siamk, to me known, who being by me duly sworn did depose and say that (s)he resides at 58 Rhodes Avenue, Hempstead NY and that (s)he is the Executive Director of Five Towns Community Center, the organization described in and which executed the foregoing instrument.

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

LUCY P. KELLER  
Notary Public, State of New York  
No. 4931463  
Qualified in Nassau County  
My Commission Expires 2/10/18

Part II - Terms and Conditions

1. Termination of Contract for Cause. If, through any cause, the consultant shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the Municipality shall, thereupon, have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Consultant under this Contract shall, at the option of the Municipality, become its property and the Consultant shall be entitled to receive just and equitable compensation for satisfactory work completed on such documents.

Notwithstanding the above, the Consultant shall not be relieved of liability to the Municipality for damages sustained by the Municipality by virtue of any breach of the Contract by the Consultant, and the Municipality may withhold any payments to the Consultant for the purpose of setoff until such time as the exact amount of damages due the Municipality from the Consultant is determined.

2. Termination for Convenience of Municipality. The Municipality may terminate this Contract any time by a notice in writing from the Municipality to the Consultant. If the Contract is terminated by the Municipality as provided herein, the Consultant will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Consultant covered by this Contract, less payments of compensation previously made. Provided, however, that if less than sixty-percent of the services covered by this Contract have been performed upon the effective date of such termination, the Consultant shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Consultant during the Contract period which are directly attributable to the uncompleted portion of the services covered by this Contract. If this Contract is terminated due to the fault of the Consultant, Section 1 hereof, relative to termination, shall apply.

3. Changes. The Municipality may, from time to time, request changes in the scope of the services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon by and between the Municipality and the Consultant, shall be incorporated in written amendments to this Contract.

#### 4. Personnel

a. The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Municipality.



b. All the services required, hereunder, will be performed by the Consultant or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

c. No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

5. Anti-Kickback Rules. Salaries of architects, draftsmen, technical engineers, and technicians performing work under this Contract shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandated by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934, (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; title U.S.C., section 874; and title 40 U.S.C., section 276C). The Consultant shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this Contract to insure compliance by subcontractors with such relations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

6. Withholding of Salaries. If, in the performance of this Contract, there is any underpayment of salaries by the Consultant or by any subcontractor thereunder, the Municipality shall withhold from the Consultant out of payments due to him an amount sufficient to pay to employees underpaid the difference between the salaries required hereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the Municipality for and on account of the Consultant or subcontractor to the respective employees to whom they are due.

7. Claims and Disputes Pertaining to Salary Rates. Claims and disputes pertaining to salary rates or to classifications of architects, draftsmen, technical engineers, and technicians performing work under this Contract shall be promptly reported in writing by the Consultant to the Municipality for the latter's decision which shall be final with respect thereto.

8. Equal Employment Opportunity. During the performance of this Contract, the Consultant agrees as follows:

a. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, 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 selection for training, including apprenticeship. The Consultant agrees to post in conspicuous place, available to employees and applicants for employment, notices to be provided by the Municipality setting forth the provisions of this nondiscrimination clause.

b. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.



c. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor.

9. Discrimination Because of Certain Labor Matters. No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because he has filed any complaint or instituted or caused to be instituted any proceedings or has testified or is about to testify in any proceedings under or relating to the labor standards applicable hereunder to his employer.

10. Compliance With Local Laws. The Consultant shall comply with all applicable laws, ordinances, and codes of the State and local governments, and shall commit no trespass on any public or private property in performing any of the work embraced by this Contract.

11. Subcontracting. None of the services covered by this Contract shall be subcontracted without the prior written consent of the Municipality. The Consultant shall be as fully responsible to the Municipality for the acts and emissions of his subcontractors, and of persons either directly or indirectly employed by him. The Consultant shall insert in each subcontract appropriate provisions requiring compliance with the labor standards provisions of this Contract.

12. Assignability. The Consultant shall not assign any interests in this Contract and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the Municipality. Provided, however, that claims for money due to be come due the Consultant from the Municipality under this Contract may be assigned to a bank, trust company, or other Financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Municipality.

13. Interest of Member of the Municipality. No member of the governing body of the Municipality, and no other public official, officer, employee, or agent of the Municipality who exercises any functions or responsibilities in connection with the carrying out the Community Development Block Grant Program activity to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.

14. Interest of Certain Federal Officials. No member or Delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Contract or to any benefit to arise herefrom.

15. Interest of Consultant. The Consultant covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of his services hereunder. The Consultant further covenants that in the performance of this Contract no person having any such interest shall be employed.

16. Access to Records. The Municipality, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Consultant which are directly pertinent to this Agreement for the purpose of making audit examination, excerpts, and transcriptions. The Consultant shall preserve all such records for the period identified in the Community Development Block Grant program regulations.

17. Section 3. Compliance in the Provision of Training, Employment and Business Opportunities.

a. The work to be performed under this Contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development, is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701n. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

b. The parties to this Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

c. The Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding. If any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice conspicuous places available to employees and applicants for employment or training.

d. The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where it has notice of knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

18. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Consultant under this Contract are confidential and the Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the City.

19. Copyright. ~~No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Consultant.~~

20. Section 503, Handicapped (if \$2,500 or over). Affirmative Action for Handicapped Workers.

a. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to a position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising,

layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

b. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

c. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

d. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

e. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

21. Section 402. Veterans of the Vietnam Era (if \$10,000 or over), Affirmative Action of Disabled Veterans and Veterans of the Vietnam era.

a. The Contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam Era in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam Era without discrimination based upon their disability or veteran status in all employment practices such as the following. Employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

b. The Contractor agrees that all suitable employment openings of the Contractor which exist at the time of the execution of this Contract and those which occur during the performance of this Contract, including those not generated by this Contract and including those occurring at an establishment of the Contractor other than the one wherein the Contract is being performed but excluding those of independently operated corporated affiliates, shall be listed at a ~~appropriate local office of the State employment service system wherein the opening occurs. The~~ Contractor further agrees to provide such reports to such local office regarding employment openings and hires as may be required. State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their suitable openings with the appropriate office of the State employment service, but are not required to provide those reports set forth in paragraphs d. and e.

c. Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involved the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and nonveterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group

of job applicants, and nothing herein is intended to relieve the contractor from any requirements in Executive Orders or regulations regarding nondiscrimination in employment.

d. The reports required by paragraph b. of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the Contractor has more than one hiring location in a State, with the central office of that State employment service. Such reports shall indicate for each hiring location (1) the number of individuals hired during the reporting period, (2) the number of nondisabled veterans of the Vietnam Era hired, (3) the number of disabled veterans of the Vietnam era hired, and (4) the total number of disabled veterans hired. The reports should include covered veterans hired for on-the-job training under 38 U.S.C. 1787. The Contractor shall submit a report within 30 days after the end of each reporting period wherein any performance is made on this Contract identifying data for each hiring location. The Contractor shall maintain at each hiring location copies of the reports submitted until the expiration of one year after final payment under the Contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the contracting officer of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment and placement.

e. Whenever the Contractor becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these provisions and has so advised the State system, there is no need to advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this contract clause.

f. This clause does not apply to the listing of employment openings which occur and are filled outside of the 50 states, the District of Columbia, Puerto Rico, Guam and the Virgin Islands.

g. The provisions of paragraphs b., c., d. and e. of this clause do not apply to openings which the Contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer-union arrangement for that opening.

h. As used in this clause: (1) "All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: Production and nonproduction; plant and office; laborers and mechanics; supervisory and nonsupervisory; technical; and executive, administrative, and professional openings which are compensated on a salary basis of less than \$25,000 per year. This term includes full time employment, temporary employment of more than three days' duration, and part time employment. It does not include openings which the Contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement nor openings in an educational institution which are restricted to students of that institution. Under the most compelling circumstances an employment opening may not be suitable for listing, including such situations where the needs of the government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirements of living would otherwise not be for the interest of the government.



"Appropriate office of the State employment service system means the local office of the Federal-State national system of public employment offices with assigned responsibility for serving the area where the employment opening to be filled, including the District of Columbia, Guam, Puerto Rico, and the Virgin Islands.

"Openings which the Contractor proposes to fill from within his own organization" means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings which the Contractor proposes to fill from regularly established "recall" list.

"Openings which the Contractor proposes to fill pursuant to a customary and traditional employer-union hiring arrangement" means employment openings which Contractor proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the Contractor and representatives of his employees.

i. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

j. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

k. The Contractor agrees to post in conspicuous places, available to employees and applicant for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notice shall state the Contractor's obligations under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam Era for employment, and the rights of applicants and employees.

l. The Contractor will notify each labor union or representative of workers with which it has collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Vietnam Era Veterans Readjustment Assistance Act, and is committed to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam Era.

m. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulation, or orders of the Secretary issued pursuant to the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect of any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provision, including action for noncompliance.

22. General. The Consultant shall comply with all the requirements binding upon the Municipality as part of the Community Development Block Grant Agreement and found in the Federal Regulations, 24 CFR Part 570. The Consultant shall maintain all records identified therein, and make them available to the Municipality and the Secretary of HUD.

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

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

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

**WHEREAS**, the Hispanic Brotherhood of Rockville Centre, Inc., is making application to the Town of Hempstead for a grant of funds to assist it in the conduct of its after school tutorial program for Latino youths for January 1, 2018 through December 31, 2018, in the communities of Rockville Centre, Baldwin, Oceanside and Freeport areas; and

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

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the Supervisor is hereby authorized to enter into a contract between the Town of Hempstead and the Hispanic Brotherhood of Rockville Centre, Inc., providing for a grant not to exceed the amount of THIRTY THOUSAND (\$30,000.00) DOLLARS to be used in its 2018 Latino youth program, and that said amount be paid to the Hispanic Brotherhood of Rockville Centre, Inc. and charged against the appropriate Community Development Block Grant account upon the submission of the appropriate claim form and required substantiation approved by the Commissioner of the Department of Planning and Economic Development.

The foregoing resolution was adopted upon roll call as follows:

AYES: ( )

NOES: ( )

Doc. No. 18-019

Item # 18

Case # 13584

**CONTRACT FOR PERSONAL SERVICES**

By and Between  
TOWN OF HEMPSTEAD  
And

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

**WITNESSETH THAT:**

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

**WHEREAS**, the Brotherhood has requested the Town to provide a grant of THIRTY THOUSAND (\$30,000.00) DOLLARS to assist in the operation of its 2018 season; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. The terms of this agreement shall commence January 1, 2018 and terminate the 31<sup>st</sup> 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

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

**APPROVED**  
By: [Signature] Date: 8/17/18  
[Signature] 8/16/18  
KEVIN R. CONROY, CPA  
TOWN COMPTROLLER

By: [Signature]  
Margarita Grasing  
Executive Director

**APPROVED AS TO CONTENT**  
DATE: 8-1-18  
[Signature]  
KATRINA R. BULLY  
COUNSEL TO COMMISSIONER  
DEPT. OF PLANNING & ECONOMIC DEVELOPMENT

Doc. No. 18-019

2018 AUG 20 A 11: 19

**APPROVED AS TO FORM**  
[Signature]  
CHIEF DEPUTY TOWN ATTORNEY  
8/16/18

**APPROVED**  
[Signature]  
DIRECTOR OF PURCHASING





## Part II - Terms and Conditions

1. Termination of Contract for Cause. If, through any cause, the consultant shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the Municipality shall, thereupon, have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Consultant under this Contract shall, at the option of the Municipality, become its property and the Consultant shall be entitled to receive just and equitable compensation for satisfactory work completed on such documents.

Notwithstanding the above, the Consultant shall not be relieved of liability to the Municipality for damages sustained by the Municipality by virtue of any breach of the Contract by the Consultant, and the Municipality may withhold any payments to the Consultant for the purpose of setoff until such time as the exact amount of damages due the Municipality from the Consultant is determined.

2. Termination for Convenience of Municipality. The Municipality may terminate this Contract any time by a notice in writing from the Municipality to the Consultant. If the Contract is terminated by the Municipality as provided herein, the Consultant will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Consultant covered by this Contract, less payments of compensation previously made. Provided, however, that if less than sixty-percent of the services covered by this Contract have been performed upon the effective date of such termination, the Consultant shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Consultant during the Contract period which are directly attributable to the uncompleted portion of the services covered by this Contract. If this Contract is terminated due to the fault of the Consultant, Section 1 hereof, relative to termination, shall apply.

3. Changes. The Municipality may, from time to time, request changes in the scope of the services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon by and between the Municipality and the Consultant, shall be incorporated in written amendments to this Contract.

#### 4. Personnel

a. The Consultant represents that he has, or will secure at this own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Municipality.

b. All the services required, hereunder, will be performed by the Consultant or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

c. No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

5. Anti-Kickback Rules. Salaries of architects, draftsmen, technical engineers, and technicians performing work under this Contract shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandated by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934, (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; title U.S.C., section 874; and title 40 U.S.C., section 276C). The Consultant shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this Contract to insure compliance by subcontractors with such relations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

6. Withholding of Salaries. If, in the performance of this Contract, there is any underpayment of salaries by the Consultant or by any subcontractor thereunder, the Municipality shall withhold from the Consultant out of payments due to him an amount sufficient to pay to employees underpaid the difference between the salaries required hereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the Municipality for and on account of the Consultant or subcontractor to the respective employees to whom they are due.

7. Claims and Disputes Pertaining to Salary Rates. Claims and disputes pertaining to salary rates or to classifications of architects, draftsmen, technical engineers, and technicians performing work under this Contract shall be promptly reported in writing by the Consultant to the Municipality for the latter's decision which shall be final with respect thereto.

8. Equal Employment Opportunity. During the performance of this Contract, the Consultant agrees as follows:

a. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, 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 selection for training, including apprenticeship. The Consultant agrees to post in conspicuous place, available to employees and applicants for employment, notices to be provided by the Municipality setting forth the provisions of this nondiscrimination clause.

b. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

c. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor.

9. Discrimination Because of Certain Labor Matters. No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because he has filed any complaint or instituted or caused to be instituted any proceedings or has testified or is about to testify in any proceedings under or relating to the labor standards applicable hereunder to his employer.

10. Compliance With Local Laws. The Consultant shall comply with all applicable laws, ordinances, and codes of the State and local governments, and shall commit no trespass on any public or private property in performing any of the work embraced by this Contract.

11. Subcontracting. None of the services covered by this Contract shall be subcontracted without the prior written consent of the Municipality. The Consultant shall be as fully responsible to the Municipality for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by him. The Consultant shall insert in each subcontract appropriate provisions requiring compliance with the labor standards provisions of this Contract.

12. Assignability. The Consultant shall not assign any interests in this Contract and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the Municipality. Provided, however, that claims for money due to be come due the Consultant from the Municipality under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Municipality.

13. Interest of Member of the Municipality. No member of the governing body of the Municipality, and no other public official, officer, employee, or agent of the Municipality who exercises any functions or responsibilities in connection with the carrying out the Community Development Block Grant Program activity to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.

14. Interest of Certain Federal Officials. No member or Delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Contract or to any benefit to arise herefrom.

15. Interest of Consultant. The Consultant covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of his services hereunder. The Consultant further covenants that in the performance of this Contract no person having any such interest shall be employed.

16. Access to Records. The Municipality, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Consultant which are directly pertinent to this Agreement for the purpose of making audit examination, excerpts, and transcriptions. The Consultant shall preserve all such records for the period identified in the Community Development Block Grant program regulations.



17. Section 3 Compliance in the Provision of Training, Employment and Business Opportunities.

a. The work to be performed under this Contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development, is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701n. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

b. The parties to this Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

c. The Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding. If any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice conspicuous places available to employees and applicants for employment or training.

d. The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where it has notice of knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

18. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Consultant under this Contract are confidential and the Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the City.

19. Copyright. No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Consultant.

20. Section 503, Handicapped (if \$2,500 or over). Affirmative Action for Handicapped Workers.

a. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to a position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising,

layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

b. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

c. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

d. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

e. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

21. Section 402. Veterans of the Vietnam Era (if \$10,000 or over), Affirmative Action of Disabled Veterans and Veterans of the Vietnam era.

a. The Contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam Era in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam Era without discrimination based upon their disability or veteran status in all employment practices such as the following. Employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

b. The Contractor agrees that all suitable employment openings of the Contractor which exist at the time of the execution of this Contract and those which occur during the performance of this Contract, including those not generated by this Contract and including those occurring at an establishment of the Contractor other than the one wherein the Contract is being performed but excluding those of independently operated corporated affiliates, shall be listed at a ~~appropriate local office of the State employment service system wherein the opening occurs.~~ The Contractor further agrees to provide such reports to such local office regarding employment openings and hires as may be required, State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their suitable openings with the appropriate office of the State employment service, but are not required to provide those reports set forth in paragraphs d. and e.

c. Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involved the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and nonveterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group

of job applicants, and nothing herein is intended to relieve the contractor from any requirements in Executive Orders or regulations regarding nondiscrimination in employment.

d. The reports required by paragraph b. of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the Contractor has more than one hiring location in a State, with the central office of that State employment service. Such reports shall indicate for each hiring location (1) the number of individuals hired during the reporting period, (2) the number of nondisabled veterans of the Vietnam Era hired, (3) the number of disabled veterans of the Vietnam era hired, and (4) the total number of disabled veterans hired. The reports should include covered veterans hired for on-the-job training under 38 U.S.C. 1787. The Contractor shall submit a report within 30 days after the end of each reporting period wherein any performance is made on this Contract identifying data for each hiring location. The Contractor shall maintain at each hiring location copies of the reports submitted until the expiration of one year after final payment under the Contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the contracting officer of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment and placement.

e. Whenever the Contractor becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these provisions and has so advised the State system, there is no need to advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this contract clause.

f. This clause does not apply to the listing of employment openings which occur and are filled outside of the 50 states, the District of Columbia, Puerto Rico, Guam and the Virgin Islands.

g. The provisions of paragraphs b., c., d. and e. of this clause do not apply to openings which the Contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer-union arrangement for that opening.

h. As used in this clause: (1) "All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: Production and nonproduction; plant and office; laborers and mechanics; supervisory and nonsupervisory; technical; and executive, administrative, and professional openings which are compensated on a salary basis of less than \$25,000 per year. This term includes full time employment, temporary employment of more than three days' duration, and part time employment. It does not include openings which the Contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement nor openings in an educational institution which are restricted to students of that institution. Under the most compelling circumstances an employment opening may not be suitable for listing, including such situations where the needs of the government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirements of living would otherwise not be for the interest of the government.

"Appropriate office of the State employment service system means the local office of the Federal-State national system of public employment offices with assigned responsibility for serving the area where the employment opening to be filled, including the District of Columbia, Guam, Puerto Rico, and the Virgin Islands.

"Openings which the Contractor proposes to fill from within his own organization" means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings which the Contractor proposes to fill from regularly established "recall" list.

"Openings which the Contractor proposes to fill pursuant to a customary and traditional employer-union hiring arrangement" means employment openings which Contractor proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the Contractor and representatives of his employees.

i. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

j. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

k. The Contractor agrees to post in conspicuous places, available to employees and applicant for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notice shall state the Contractor's obligations under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam Era for employment, and the rights of applicants and employees.

l. The Contractor will notify each labor union or representative of workers with which it has collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Vietnam Era Veterans Readjustment Assistance Act, and is committed to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam Era.

m. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulation, or orders of the Secretary issued pursuant to the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect of any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provision, including action for noncompliance.

22. General. The Consultant shall comply with all the requirements binding upon the Municipality as part of the Community Development Block Grant Agreement and found in the Federal Regulations, 24 CFR Part 570. The Consultant shall maintain all records identified therein, and make them available to the Municipality and the Secretary of HUD.



CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING TWO (2) REPRESENTATIVES OF THE DEPARTMENT OF WATER TO ATTEND A RE-CERTIFICATION COURSE FOR NEW YORK STATE BACKFLOW PREVENTION DEVICE TESTER

WHEREAS, the Town of Hempstead Department of Water is responsible for inspecting backflow prevention devices throughout its Water Districts as well as inspect and test backflow prevention devices at a number of Town owned facilities; and

WHEREAS, performing said backflow prevention device inspections and tests requires a certification obtained by attending a New York State Department of Health approved course; and

WHEREAS, in order to maintain said certification, a person is required to attend a recertification course every three years; and

WHEREAS, two (2) employees of the Department of Water, Keith Hengel and Jairo Correa, currently possess certifications which are set to expire requiring them to attend a recertification course in order to keep their certifications current, and

WHEREAS, DST-NY, LLC, P.O. Box 235, Bethpage, New York 11714 has scheduled a recertification course to be given on Tuesday, October 2, 2018 from 8am – 4pm and to be held at 1170 Sunrise Highway, Copiague, New York at a cost of \$325.00 per person for a total cost of \$650.00, and

WHEREAS, the Commissioner of the Department of Water deems it to be in the best interest of the Town that these employees attend the recertification course in order to retain their certifications.

NOW, THEREFORE, BE IT

RESOLVED, that, two (2) employees of the Department of Water, Keith Hengel and Jairo Correa, are hereby authorized to attend a recertification course for backflow prevention device tester on October 2, 2018 to be given by DST-NY, LLC, P.O. Box 235, Bethpage, New York 11714 and to be held at 1170 Sunrise Highway, Copiague, New York; and

BE IT FURTHER RESOLVED that the Supervisor be and hereby is authorized and directed to make payment of fees for said recertification course to be paid from and charged against Water Department Account 500-006-8310-4470, and not to exceed Six-hundred fifty dollars (\$650.00)

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

19

Case #

12130

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING A REPRESENTATIVE OF THE  
DEPARTMENT OF WATER TO ATTEND A FOUR DAY  
CERTIFICATION COURSE FOR NEW YORK STATE BACKFLOW  
PREVENTION DEVICE TESTER**

WHEREAS, the Town of Hempstead Department of Water is responsible for inspecting backflow prevention devices throughout its Water Districts as well as inspect and test backflow prevention devices at a number of Town owned facilities; and

WHEREAS, performing said backflow prevention device inspections and tests requires a certification obtained by attending a New York State Department of Health approved course; and

WHEREAS, the Department of Water has determined that it is prudent to have an additional employee, Stephen Supple, trained and certified to perform this work; and

WHEREAS, DST-NY, LLC, P.O. Box 235, Bethpage, New York 11714 has scheduled a certification course to be given over four days on November 26, 27, 28 and 29, 2018 from 8am – 4pm and to be held at 1170 Sunrise Highway, Copiague, New York at a cost of \$750.00, and

WHEREAS, the Commissioner of the Department of Water deems it to be in the best interest of the Town that this employee attend the certification course in order to obtain his certification.

NOW, THEREFORE, BE IT

RESOLVED, that, an employee of the Department of Water, Stephen Supple, is hereby authorized to attend a certification course for backflow prevention device tester on November 26, 27, 28, and 29, 2018 to be given by DST-NY, LLC, P.O. Box 235, Bethpage, New York 11714 and to be held at 1170 Sunrise Highway, Copiague, New York; and

BE IT FURTHER RESOLVED that the Supervisor be and hereby is authorized and directed to make payment of fees for said certification course to be paid from and charged against Water Department Account 500-006-8310-4470, and not to exceed Seven-hundred fifty dollars (\$750.00)

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 20

Case # 12130



CASE NO.

RESOLUTION NO.

Adopted

Councilperson

offered the following

resolution and moved its adoption:

**RESOLUTION AMENDING A CONTRACT AND AUTHORIZING AN INCREASE IN THE TOTAL ESTIMATED CONTRACT PRICE TO ANKER'S ELECTRIC SERVICE INC. FOR NEW INSTALLATION WORK REQUIRED IN THE CONTINUATION OF THE INSTALLATION OF ROADWAY CONDUIT STREET LIGHTING-VARIOUS LOCATIONS TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK FOR 2018 PW#3-18**

**WHEREAS**, by TBR 493-18 adopted April 10, 2018, The Town of Hempstead awarded a contract to Anker's Electric Service Inc., (the "Contractor"), for The Installation of Roadway Conduit Street Lighting-VariouS Locations, Town of Hempstead, New York For 2018 PW#3-18, in the amount of \$68,640.00, and

**WHEREAS**, said contract duration will run from the Notice To Proceed issued May 14, 2018 from the Town of Hempstead Department of General Services as per the terms of the contract; and

**WHEREAS**, it was determined by field construction requirements that due to an increase in the necessary quantity of underground roadway conduit required for the immediate Emergency Maintenance / Repair of the Street Lighting underground electrical distribution infrastructure essential to address street lighting outages and to bring the street lighting electrical systems back on-line additional contract funding is required to complete the required work; and

**WHEREAS**, it was deemed essential to the public safety and welfare to maintain the continuity of the contract and complete the essential new installation work within the contract timeframe; and

**WHEREAS**, the Commissioner of the Department of General Services (the "Commissioner") has been advised that the additional funding will result in an increase of \$30,000.00 in the total estimated contract price of the project; and

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the Comptroller be and he hereby is authorized to make payments under the contract to Anker's Electric Service, Inc., 10 South 5<sup>th</sup> Street, Locust Valley, New York 11560, the amended total estimated contract price of \$98,640.00 which reflects the aforementioned described additional contract funding necessary for the proper continuation of The Installation of Roadway Conduit Street Lighting-VariouS Locations, Town of Hempstead, New York For 2018 PW#3-18 for which monies are to be paid from the Town of Hempstead Street Lighting Account Number 171-003-0171-4635 Restoration.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 22

Case # 8143

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION PURSUANT TO SECTION 343.B. OF ARTICLE XXXIII OF THE BUILDING ZONE ORDINANCE DELETING FROM THE GASOLINE SERVICE STATION (GSS) DISTRICT PREMISES LOCATED AT THE SOUTHWEST CORNER OF JERUSALEM AVENUE AND UNIONDALE AVENUE, UNIONDALE, TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK.

WHEREAS, by Town Board Resolution No. 206-1986, dated February 25, 1986, the premises at the southwest corner of Jerusalem Avenue and Uniondale Avenue, Uniondale, Town of Hempstead, Nassau County, New York, was included in the Gasoline Service Station District ("GSS District"), for utilization as a gasoline service station; and

WHEREAS, the current owners of the premises, THE INGRAHAM BEDELL CORPORATION, RICHARD BERGER AND JANICE H. BERGER, with an address of c/o 644 Jerusalem Avenue, Uniondale, New York 11553, have presented the Town Board with a Declaration of Voluntary Surrender pursuant to Article XXXIII, Section 343.A.(1) of the Town Building Zone Ordinance ("BZO"), executed on March 19, 2018, voluntarily surrendering the inclusion of the premises within the GSS District and revoking the Declaration of Restrictive Covenants, dated June 7, 1985 and recorded in the Nassau County Clerk's Office on March 7, 1986, in Liber 9710, Page 355, and the Additional Declaration of Restrictive Covenants, dated February 28, 1986, and recorded in the Nassau County Clerk's Office on May 2, 1986 in Liber 9724, Page 43 (collectively, the "Declaration of Restrictive Covenants"); and

WHEREAS, upon being presented with a duly executed Declaration of Voluntary Surrender pursuant to Article XXXIII, Section 343.A.(1) of the BZO, the Town Board is empowered to delete the premises from the GSS District pursuant to Article XXXIII, Section 343.B. of the BZO, which has the effect of authorizing the resumption of those uses expressly permitted in the underlying use district, and to revoke the aforesaid Declaration of Restrictive Covenants; and

WHEREAS, the underlying use district for the premises is the "X" Business District; and

WHEREAS, it is in the public interest for the Town Board to adopt a Resolution pursuant to Article XXXIII, Section 343.B. of the BZO, deleting the premises from the GSS District, which has the effect of authorizing the resumption of uses permitted in the Business District, and revoking the aforesaid Declaration of Restrictive Covenants.

**NOW, THEREFORE, BE IT**

RESOLVED, that pursuant to Article XXXIII, Section 343.B. of the BZO, the inclusion of the premises at the southwest corner of Jerusalem Avenue and Uniondale Avenue, Uniondale, Town of Hempstead, Nassau County, New York, in the GSS District, as authorized by Town Board Resolution No. 206-1986, dated February 25, 1986, is hereby deleted, with the effect that the uses permitted in the underlying Business District may be resumed, and the Declaration of Restrictive Covenants is hereby revoked; and

BE IT FURTHER RESOLVED, that changes be made upon the zoning maps of the Town, so as to indicate the deletion.

The foregoing Resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 23

Case # 29570

766

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE AWARD OF  
TOH CONTRACT#: 92-2018 FOR  
YEARLY REQUIREMENTS FOR: PARTS & LABOR  
FOR TYPEWRITERS, WORD PROCESSORS, AND FAX MACHINES

WHEREAS, the Division of Purchasing solicited proposals for TOH Contract#: 92-2018, Yearly Requirements For: Parts & Labor for Typewriters, Word Processors and Fax Machines; and

WHEREAS, proposals were received and opened on August 16, 2018, whereby the following companies submitted the listed proposals:

<u>Name &amp; Address of Proposers</u>	<u>Fee Amount</u>
1) Queens Typewriter & Stationary Corp. 59-09 Grand Avenue Maspeth, NY 11378	Flat Rate Per Service Call: \$85.00 Discount: Manufacturer Parts: 10%
2) Total Office Products P.O. Box#: 1777 West Babylon, NY 11704	No Bid
3) and;	

WHEREAS, it has been determined that the proposal received by Queens Typewriter & Stationary Corp., 59-09 Grand Avenue, Maspeth, NY 11378 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 Queens Typewriter & Stationary Corp. for the services;

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board hereby awards TOH Contract#: 92-2018, Yearly Requirements For: Parts & Labor for Typewriters, Word Processors and Fax Machines to Queens Typewriter & Stationary Corp., 59-09 Grand Avenue, Maspeth, NY 11378; 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 this contract out of the appropriate designated departmental Maintenance of Equipment Account.

The foregoing was adopted upon roll call as follows:

AYES: ( )

NOES: ( )

\* \* \* \* \*

Item # 24  
Case # 11776

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT FOR THE DISPOSAL OF STREET SWEEPING & DRAINAGE SEDIMENTS WITHIN THE TOWN OF HEMPSTEAD

WHEREAS, the Director of Purchasing on behalf of the Department of Highways, solicited bids for the disposal of street sweeping & drainage sediments within the Town of Hempstead (the "Project"); and

WHEREAS, pursuant to such solicitation, the following bids were received and opened in the Office of the Director of Purchasing on August 16<sup>th</sup>, 2018:

<u>Bidder</u>	<u>Price for transportation provided by T.O.H.</u>	<u>Price for pick-up from Roosevelt Yard</u>
Liotta Bros Recycling Corp. 3966 Long Beach Road Island Park, NY 11558	\$49.50 / ton	\$58.25 / ton
Tully Environmental Inc. 127-50 Northern Boulevard Flushing, NY 11368	\$110.00 / ton	\$120.00 / ton

and;

WHEREAS, after a review of the bids, the Commissioner of the Department of Highways (the "Commissioner") recommends that a contract for the Project be awarded to Liotta Bros Recycling Corp. (the "Contractor") as the lowest responsible bidder at its bid price of \$49.50 per ton when transportation is provided by the Town of Hempstead and \$58.25 per ton when removed from Roosevelt Highway Yard;

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, the Town Board hereby awards a contract for the Project to Liotta Bros Recycling Corp. of 3966 Long Beach Road, Island Park, New York 11558, as the lowest responsible bidder at its bid price of \$49.50 per ton when transportation is provided by the Town of Hempstead and \$58.25 per ton when removed from Roosevelt Highway Yard; 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 Commissioner be and hereby is authorized to execute said contract on behalf of the Town of Hempstead; and be it further

RESOLVED, that the bidder's performance bond and insurance when approved by the Town Attorney as to form, be filed in the Office of the Town Clerk together with a copy of the executed contract and bid proposal; and it be further

RESOLVED, that the Comptroller is authorized to make payments for the Project in accordance with the contract from account number 041-003-5110-4590 and account number 200-003-5650-4590.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 25  
Case # 27152

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING AN AMENDMENT TO THE AGREEMENT WITH GARTNER, INC. FOR THE ENTERPRISE RESOURCE PLANNING (ERP) STRATEGY DEVELOPMENT AND SYSTEM INTEGRATOR SELECTION.**

**WHEREAS**, the Town of Hempstead (the "Town") heretofore entered into an agreement with Gartner, Inc., 56 Top Gallant Road, Stamford, CT 06904 (the "Agreement"), for ERP strategy development and system integrator selection (the "Services"); and

**WHEREAS**, in order to complete Phase 2 of the ERP, which is identified as Solution and Systems Integrator Selection services, the completion date for Phase 2 needed to be extended by 8 months at a cost not to exceed \$250,000.00 (the "Phase 2 Amendment"); and

**WHEREAS**, the Agreement set a term of 12 months for the completion of Phase 3, which is identified as Quality Assurance services, and was originally approved by the Town Board on February 7, 2018; and

**WHEREAS**, in order to complete Phase 3, Gartner, Inc. has agreed to modify the Agreement to extend the duration of the Phase 3 services for an additional 7 months at a cost not to exceed \$364,000.00 (the "Phase 3 Amendment"); and

**WHEREAS**, the Commissioner of Information and Technology (the "Commissioner") has recommended that the Agreement be amended to include the Phase 2 Amendment and Phase 3 Amendment; and

**WHEREAS**, this Board wishes to amend the Agreement between the Town and Gartner, Inc. to include the Phase 2 Amendment and the Phase 3 Amendment.

**NOW, THEREFORE, BE IT**

**RESOLVED**, the amended Agreement is authorized to extend the completion date for Phase 2 by 8 months at a cost not to exceed \$250,000.00 and to extend the duration of Phase 3 for an additional 7 months at a cost not to exceed \$364,000.00; and be it further

**RESOLVED**, that the Town Board authorizes the Commissioner to execute two change orders to the Agreement, and/or such other documents as may be required, with Gartner, Inc. consistent with the foregoing; and be it further

**RESOLVED**, that the Comptroller is authorized and directed to make eight payments from the capital project account 799M-501-799M-5010 in an amount not to exceed \$614,000.

Item #

26

Case #

14301



The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING THE RENEWAL OF A PERSONAL SERVICES CONTRACT WITH R AND S HOLDINGS AND MANAGEMENT LLC D/B/A T3 TECH FOR ONE YEAR OF MAINTENANCE FOR THE IBM MAINFRAME SERVER AND THE DISASTER RECOVERY BOX.**

**WHEREAS**, the Town of Hempstead (the "Town") had an agreement with , R and S Holdings and Management LLC ("T3 Tech"), 9887 4<sup>th</sup> Street North, Suite 315, St. Petersburg, FL 33702, for the maintenance of the IBM Mainframe Server in the Department of Information & Technology for a one year period (the "Maintenance Agreement"); and

**WHEREAS**, the Town requires the continued maintenance of the IBM Mainframe Server (the "Services"); and

**WHEREAS**, this Board wishes to authorize the use of the agreement between the Town and T3 Tech for the provision of the Services for the duration of the contract's term, including any future extensions (the "Agreement").

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the renewal of the Maintenance Agreement is authorized; and be it further

**RESOLVED**, that the Town Board authorizes the Commissioner to execute a renewal to the Maintenance Agreement, and/or such other documents as may be required, with , R and S Holdings and Management LLC ("T3 Tech"), 9887 4<sup>th</sup> Street North, Suite 315, St. Petersburg, FL 33702 to provide the Services; and be it further

**RESOLVED**, that the Comptroller is authorized and directed to make payment from the Department of Information and Technology account 010-001-1680-4030 in an amount not to exceed \$27,965.00.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

27

Case #

14301



Case No.

Resolution No.

Adopted

offered the following resolution and moved its adoption as follows:

RESOLUTION AUTHORIZING THE TOWN OF HEMPSTEAD TO ACCEPT A DONATION IN THE AMOUNT OF \$25,000.00 FROM THE SOUTH MERRICK COMMUNITY CIVIC ASSOCIATION FOR THE PURPOSE OF CONTRIBUTING TO THE FUNDING OF THE PURCHASE AND INSTALLATION OF A CHILDREN'S PLAYGROUND AT WYNSUM AVE. PARK

WHEREAS, the South Merrick Community Civic Association, ("SMCCA") is a 501 (c) (4) non-profit social welfare organization and an independent third party without affiliation of any kind with the Town; and

WHEREAS, as a result of certain related fund raising activities, the SMCCA wishes to donate the sum of \$25,000.00 (the "Donated Funds") to the Town for the express purpose of contributing to the funding of the purchase and installation of a children's playground at Wynsum Ave. Park; and

WHEREAS, the Town desires to accept such Donated Funds for the purpose of contributing to the funding of the purchase and installation of a children's playground at Wynsum Ave. Park and will establish a segregated "Capital Project Account" to ensure that the Donated Funds are expended solely to accomplish said purpose.

NOW, THEREFORE, BE IT

RESOLVED, that the Town of Hempstead hereby agrees to accept the Donated Funds from SMCCA when tendered for the express purpose of contributing to the funding of the purchase and installation of a children's playground at Wynsum Ave. Park; and

BE IT FURTHER

RESOLVED, that the Town Comptroller be and hereby is authorized to establish a segregated "Capital Project Account" to ensure that the Donated Funds are expended solely in conjunction with the aforementioned children's playground at Wynsum Ave. Park.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

29

Case #

21943

CASE NO.

RESOLUTION NO.

Adopted:

and moved its adoption: offered the following resolution

RESOLUTION AUTHORIZING THE TOWN OF HEMPSTEAD  
TO ACCEPT THE DONATION BY CHRIS ELABU OF A  
HISTORICAL MAP OF THE TOWN OF HEMPSTEAD DATED  
FROM THE 1870's.

WHEREAS, Chris Elabu, a collector of historical maps  
and a Town of Hempstead employee in the Department of Parks  
and Recreation, has requested by verbal communication with  
the Town of Hempstead Supervisor's Office, that the Town of  
Hempstead accept his donation of a historical map of the  
Town of Hempstead dated from the 1870's; and

WHEREAS, it is in the best interests of the Town of  
Hempstead to accept this offer of donation;

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor of the Town of Hempstead  
is authorized to accept a donation from Chris Elabu of a  
historical map of the Town of Hempstead dated from the  
1870's.

The foregoing resolution was adopted upon roll call  
as follows:

AYES:

NOES:

Item #

30

Case #

21943

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution

and moved its adoption:

RESOLUTION AUTHORIZING THE PRINTING OF PARKING STICKERS FOR MALIBU BEACH CABANA PATRONS AND THE DESIGNATION, THROUGH SIGNAGE, OF A LIMITED NUMBER OF PARKING SPACES AT THE MALIBU BEACH PARKING LOT FOR CABANA PATRONS

WHEREAS, Malibu Beach cabana patrons rent their summer cabana units at the Town's Malibu Beach facility for a significant sum of money; and

WHEREAS, the third party vendor operating the Malibu Beach facility pursuant to a long term license agreement with the Town has informed the Department of Parks & Recreation that it has received multiple complaints from cabana patrons over the increasing difficulty to park their cars in spaces in close proximity to their cabana units; and

WHEREAS, the Commissioner of the Department of Parks and Recreation, recommends to this Town Board that in order to address the reasonable concerns raised by Malibu Beach cabana patrons concerning the availability of parking spaces, the Department be granted authorization to both print parking stickers for issuance at no cost to the cabana patrons and further reserve a limited number of spaces, through appropriately worded signage, at the Malibu Beach parking lot for their use; and

WHEREAS, the third party vendor has agreed to reimburse the Town for the costs incurred to print the subject parking stickers and accompanying signage.

NOW, THEREFORE, BE IT

RESOLVED, that the Commissioner of the Department of Parks be, and he hereby is, duly authorized to have printed parking stickers for the Malibu Beach cabana patrons and additionally create and post related appropriately worded signage reserving a limited number of parking spaces at the Malibu Beach parking lot for the use of cabana patrons.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 31

Case # 13532

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following and moved for  
its adoption:

RESOLUTION GRANTING THE APPLICATION OF HOFSTRA UNIVERSITY TO DISPLAY  
FIREWORKS, CONDUCTED BY FIREWORKS BY GRUCCI, INC. TO BE HELD AT HOFSTRA  
UNIVERSITY, HEMPSTEAD (UNIONDALE), NEW YORK ON SEPTEMBER 29, 2018;  
RAIN DATE: SEPTEMBER 30, 2018.

WHEREAS, Hofstra University of Hempstead, New York, has filed an application with the  
Town Clerk of the Town of Hempstead, to display fireworks conducted by Fireworks By Grucci, Inc., 20  
Pinehurst Drive, Bellport, New York 11713, to be held in Uniondale, New York, on September 29,  
2018; Rain Date: September 30, 2018.

WHEREAS, the Public Safety Bureau of the Nassau County Police Department  
has made an inspection to determine compliance with the provisions of the Explosives  
Ordinance of the Town of Hempstead and has given its approval;

NOW, THEREFORE, BE IT

RESOLVED, that the aforesaid application of Hofstra University be and the same is  
hereby GRANTED, subject to all the provisions of the Explosives Ordinance of the Town of Hempstead.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

32

Case #

687

CASE NO.

RESOLUTION NO.

Adopted:

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

RESOLUTION AUTHORIZING PAYMENT TO  
WEST GROUP FOR COMPUTER RELATED  
LEGAL RESEARCH.

WHEREAS, West Group, P.O. Box 6292, Carol Stream, Illinois, provides the Town of Hempstead access to legal research through its Westlaw Computer research programs; and

WHEREAS, this service is a valuable resource to the various departments utilizing the program; and

WHEREAS, West has provided the Town of Hempstead with a municipal rate for up to twenty-seven users; and

WHEREAS, there are other incidental usage charges for out of program necessities; and

WHEREAS, it is in the best interest of the Town of Hempstead to continue this agreement with West Group;

NOW, THEREFORE, BE IT

RESOLVED, that the agreement with West Group to provide Westlaw legal information services is continued and the Comptroller's Office is hereby authorized to pay West Group an annual sum not to exceed \$125,000.00 to be paid on a monthly usage basis from Town Attorney's Miscellaneous Supplies and Equipment Account No. 010-001-1420-4310.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 33

Case # 3090



CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE EXECUTION OF  
A BETTERMENT AND FUNDING AGREEMENT WITH  
ENGEL BURMAN AT GARDEN CITY LLC FOR THE  
IMPROVEMENT OF AXINN AVENUE, GARDEN CITY,  
NEW YORK.

WHEREAS, Engel Burman at Garden City, LLC, with offices at 67 Clinton Road, Garden City, New York 11530 ("Engel Burman"), has requested certain road improvements on Axinn Avenue, Garden City, New York, in order to facilitate ingress and egress to its new assisted living facility (the "Project"); and

WHEREAS, Axinn Avenue, Garden City, New York is a Town of Hempstead (the "Town") roadway; and

WHEREAS, the Project has not been contemplated in the Town's plans or budget; and

WHEREAS, Engel Burman has offered to pay all costs and fees associated with the Project; and

WHEREAS, the aforementioned costs to Engel Burman will be based upon the actual unit bid prices of the existing town road construction requirements contract with The Land Tek Group, Inc. under no. PW-9-18, together with the Town costs incurred for engineering, construction, inspection and related services; and

WHEREAS, Engel Burman has executed a betterment and funding agreement (the "Agreement") which authorizes the Comptroller to establish a trust and agency fund for the aforesaid payments by Engel Burman at Garden City, LLC; and

WHEREAS, pursuant to the Agreement Engel Burman will deposit an initial sum of \$150,000.00 in escrow into the trust and agency fund to cover the costs associated with the Project; and

WHEREAS, the Town Board finds it is in the best interest of the Town to authorize the execution of the Agreement;

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board hereby authorizes the Commissioner of the Department of Engineering to execute the Agreement with Engel Burman; and be it further

RESOLVED, that pursuant to the Agreement the Town Comptroller shall establish a trust and agency fund to be funded by Engel Burman for payments of the contemplated road improvements in the initial amount of \$150,000.00.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

34

Case #

29977

**BETTERMENT AND FUNDING AGREEMENT**  
**AXINN AVENUE, GARDEN CITY**

**AGREEMENT** made between the Town of Hempstead, a municipal corporation with offices at 1 Washington Street, Hempstead, New York (herein referred to as "Town") and Engel Burman at Garden City, LLC, having its principal offices at 67 Clinton Road, Garden City, New York, 11530 (hereinafter referred to as "Engel Burman").

**WHEREAS**, Engel Burman has constructed an assisted living facility in Garden City, New York; and

**WHEREAS**, access to this location will be in part over and across a certain Town of Hempstead roadway known as Axinn Avenue in Garden City New York; and

**WHEREAS**, Engel Burman has requested certain improvements be made to Axinn Avenue; and

**WHEREAS**, as such improvements are not contemplated by the Town of Hempstead at this time and Engel Burman has agreed to pay for the costs of such improvements;

**NOW, THEREFORE**, in consideration of mutual covenants set forth herein, it is hereby agreed by and between the parties hereto as follows:

1. The Town will improve approximately six hundred (600) feet of Axinn Avenue in a westerly direction from the westerly curb line of East Gate Boulevard in the unincorporated hamlet area of Garden City. The road improvement shall consist of replacing the existing road with a new asphalt roadway.
2. Engel Burman agrees to pay all costs incurred for the above mentioned road work. The final costs to Engel Burman will be based upon the actual unit bid prices of the existing town road construction requirements contract no. PW-9-18 plus the Town costs incurred for engineering construction inspection and related services. It is presently estimated that the cost to Engel Burman, inclusive of the engineering fees will be \$150,000.00. In the event that costs exceed this amount, Engel Burman shall be responsible for such additional amounts mutually agreed upon by the Town and Engel Burman and replenish the trust and agency fund established pursuant to paragraph 4 herein. The fee of \$150,000.00 shall not include any cost associated with

premium time, such as overtime, holiday or weekend compensation unless mutually agreed upon by the Town and Engel Burman.

3. Upon completion of all above-mentioned improvement work, Engel Burman and the Town engineering personnel shall jointly determine the final cost of the work, in order to arrive at the actual Engel Burman cost. Engel Burman shall pay to the Town the actual computed amount.
4. Engel Burman shall deposit the sum of \$150,000.00 in escrow to be held by the Town in a trust and agency fund by the Town Comptroller for payment by Engel Burman of all costs and fees associated with the aforesaid road improvement.
5. Engel Burman understands and agrees that town's contractor is performing its services solely on behalf of the Town.
6. The tender of this escrow amount by Engel Burman to the Town, as herein provided, in no way establishes a relationship between Engel Burman and the Town Contractor, as agent, servant and/or employees.
7. The parties hereto agree that should there remain any unexpended funds in the escrow account upon the completion of the review process, then, in that event, such excess shall forthwith be paid over and transferred to Engel Burman and the escrow account shall be closed.
8. All work shall be performed in accordance with the Town of Hempstead specifications and contract.
9. Engel Burman shall 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 an property arising out of the performance of this agreement.
10. The Town shall require that the Contractor provide proof of liability insurance, wherein both Engel Burman and the Town are named as additional insured with respect to this agreement.
11. If the work contemplated hereunder is not commenced by the Town on or before October 15, 2018, then Engel Burman shall have the right to terminate this agreement and receive a return of the escrow amount deposited hereunder.

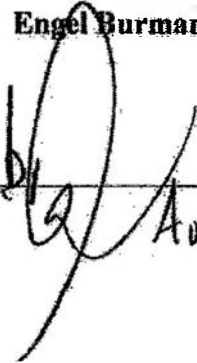
12. Whereupon the Town has adopted the appropriate resolution, a certified copy of which is hereby annexed and made a part hereof. This Agreement shall become effective upon the affixing of the signatures of each party.

IN WITNESS WHEREOF, the undersigned have set forth their hand and seals the day of \_\_\_\_\_, 2018.

**TOWN OF HEMPSTEAD**

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

**Engel Burman at Garden City, LLC**

By  \_\_\_\_\_  
STEVEN K. B...  
Author & Signatory

APPROVED AS TO FORM  
Charles O. Heine  
SENIOR DEPUTY TOWN ATTORNEY  
DATE 8/17/18

STATE OF NEW YORK )  
COUNTY OF NASSAU ) ss:

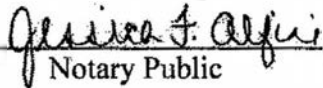
On the \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me, the undersigned, a notary public in and for said state, personally appeared Douglas Tuman, Commissioner of the Department of Engineering, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_

Notary Public

STATE OF NEW YORK )  
COUNTY OF NASSAU ) ss:

On the 2 day of AUGUST, 2018, before me, the undersigned, a notary public in and for said state, personally appeared Steven Knicker, of Engel Burman at Garden City, LLC, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
Notary Public

**JESSICA F. ALFINI**  
NOTARY PUBLIC, State of New York  
No. 01AL6137520  
Qualified in Suffolk County  
Commission Expires November 28, 2021

Adopted:

Council  
moved for its adoption:

offered the following resolution and

RESOLUTION ADOPTING A S.E.Q.R. NEGATIVE DECLARATION  
AND DETERMINATION OF NON-SIGNIFICANCE IN CONNECTION  
WITH AN APPLICATION FOR SITE PLAN APPROVAL FOR A PARCEL OF LAND  
LOCATED IN WESTBURY, NEW YORK.

WHEREAS, the applicant, The Lauro Group, has submitted to the Town of Hempstead an Application for Site Plan approval for a 1.41 acre parcel of land located at 1530 Old Country Road, Westbury, New York; and

WHEREAS, the purpose of the proposed Site Plan approval is to allow for the demolition of an existing Nathan's restaurant and the construction of a 5,473 square foot Chick-fil-A restaurant; and

Whereas, the applicant has submitted to the Town of Hempstead an Environmental Assessment Form (EAF); and

WHEREAS, said E.A.F. has been reviewed by the Town Attorney of the Town of Hempstead and his staff and the significance of all environmental considerations, including those enumerated in 6NYCRR part 617.7 have been thoroughly evaluated to ascertain whether adverse environmental impacts will result; and

WHEREAS, the proposed action is an Unlisted Action as defined in 6NYCRR Part 617; and

WHEREAS, upon completion of said review, the Town Attorney has made a recommendation to the Town Board; and

WHEREAS, the Town Board, after due consideration of the recommendation of said Town Attorney considers the project to be an Unlisted Action and will not have a significant effect on the environment for the following reasons:

The Proposed Action will not result in any significant physical alterations to the site.

The Proposed Action will not have a significant adverse environmental impact on any Critical Environmental Area.

The Proposed Action will not have a significant adverse environmental impact on any unique or unusual land forms.

The Proposed Action will not have a significant adverse environmental impact on any water body designated as protected.

The Proposed Action will not have a significant adverse environmental impact on any non-protected existing or new body of water.

The Proposed Action will not have a significant adverse environmental impact on surface or groundwater quality or quantity.

The Proposed Action will not have a significant adverse environmental impact on or alter drainage flow or patterns, or surface water runoff.

Item # 35

Case # 29978

The Proposed Action will not have a significant adverse environmental impact on air quality.

The Proposed Action will not have a significant adverse environmental impact on any threatened or endangered species.

The Proposed Action will not have a significant adverse environmental impact on agricultural land resources.

The Proposed Action will not have a significant adverse environmental impact on aesthetic resources.

The Proposed Action will not have a significant adverse environmental impact on any site or structure of historic, prehistoric or paleontological importance.

The Proposed Action will not have a significant adverse environmental impact on the quantity or quality of existing or future open spaces or recreational opportunities.

The Proposed Action will not have any significant adverse environmental impact on existing transportation systems.

The Proposed Action will not have a significant adverse environmental impact on the community's sources of fuel or energy supply.

The Proposed Action will not have a significant adverse environmental impact as a result of objectionable odors, noise or vibration.

The Proposed Action will not have a significant adverse environmental impact on the public health and safety.

The Proposed Action will not have a significant adverse environmental impact on the character of the existing community.

NOW, THEREFORE, BE IT

RESOLVED, that this Town Board is "Lead Agency" for the proposed Site Plan approval for said parcel of land located in Westbury, New York; and BE IT FURTHER

RESOLVED, that the proposed action is an Unlisted Action pursuant to Part 617.6 and will not have a significant adverse impact on the environment; and BE IT FURTHER

RESOLVED, that the Town Board hereby declares that a Declaration of Non-Significance in connection with the proposed Site Plan approval is consistent with considerations of public interest; and BE IT FURTHER

RESOLVED, that the S.E.Q.R. process has been satisfied and completed with the completion of the above-mentioned review and duly approved Negative Declaration.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Adopted:

Council  
moved for its adoption:

offered the following resolution and

**RESOLUTION ADOPTING A S.E.Q.R. NEGATIVE DECLARATION  
AND DETERMINATION OF NON-SIGNIFICANCE IN CONNECTION  
WITH AN APPLICATION FOR A SPECIAL EXCEPTION FOR A PARCEL OF LAND  
LOCATED IN LEVITTOWN, NEW YORK**

WHEREAS, the applicant, 3222 Hempstead Turnpike LLC, has submitted to the Town of Hempstead an Application for a Special Exception for a .34 acre parcel of land located on the south side of Hempstead Turnpike, 576.49 feet west of Gardners Avenue, Levittown, New York ; and

WHEREAS, the purpose of the proposed Special Exception is to allow for the demolition of an existing one story 3,400 square foot automotive service and repair facility, and the construction of a one story 5,352 square foot automotive service and repair facility in it's place ; and

WHEREAS, the applicant has submitted to the Town of Hempstead and Environmental Assessment Form (E.A.F.); and

WHEREAS, said E.A.F. has been reviewed by the Town Attorney of the Town of Hempstead and his staff and the significance of all environmental considerations, including those enumerated in 6NYCRR part 617.7 have been thoroughly evaluated to ascertain whether adverse environmental impacts will result; and

WHEREAS, the proposed action is an Unlisted Action as defined in 6NYCRR Part 617; and

WHEREAS, upon completion of said review, the Town Attorney has made a recommendation to the Town Board; and

WHEREAS, the Town Board, after due consideration of the recommendation of said Town Attorney considers the project to be an Unlisted Action and will not have a significant effect on the environment for the following reasons:

The Proposed Action will not result in any significant physical alterations to the site.

The Proposed Action will not have a significant adverse environmental impact on any Critical Environmental Area.

The Proposed Action will not have a significant adverse environmental impact on any unique or unusual land forms.

The Proposed Action will not have a significant adverse environmental impact on any water body designated as protected.

The Proposed Action will not have a significant adverse environmental impact on any non-protected existing or new body of water.

The Proposed Action will not have a significant adverse environmental impact on surface or groundwater quality or quantity.

The Proposed Action will not have a significant adverse environmental impact on or alter drainage flow or patterns, or surface water runoff.

Item # 36

Case # 29980



The Proposed Action will not have a significant adverse environmental impact on air quality.

The Proposed Action will not have a significant adverse environmental impact on any threatened or endangered species.

The Proposed Action will not have a significant adverse environmental impact on agricultural land resources.

The Proposed Action will not have a significant adverse environmental impact on aesthetic resources.

The Proposed Action will not have a significant adverse environmental impact on any site or structure of historic, prehistoric or paleontological importance.

The Proposed Action will not have a significant adverse environmental impact on the quantity or quality of existing or future open spaces or recreational opportunities.

The Proposed Action will not have any significant adverse environmental impact on existing transportation systems.

The Proposed Action will not have a significant adverse environmental impact on the community's sources of fuel or energy supply.

The Proposed Action will not have a significant adverse environmental impact as a result of objectionable odors, noise or vibration.

The Proposed Action will not have a significant adverse environmental impact on the public health and safety.

The Proposed Action will not have a significant adverse environmental impact on the character of the existing community.

NOW, THEREFORE, BE IT

RESOLVED, that this Town Board is "Lead Agency" for the proposed Special Exception for said parcel of land located in Levittown, New York; and BE IT FURTHER

RESOLVED, that the proposed action is an Unlisted Action pursuant to Part 617.6 and will not have a significant adverse impact on the environment; and BE IT FURTHER

RESOLVED, that the Town Board hereby declares that a Declaration of Non-Significance in connection with the proposed Special Exception is consistent with considerations of public interest; and BE IT FURTHER

RESOLVED, that the S.E.Q.R. process has been satisfied and completed with the completion of the above-mentioned review and duly approved Negative Declaration.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Adopted:

Council  
moved for its adoption:

offered the following resolution and

**RESOLUTION ADOPTING A S.E.Q.R. NEGATIVE DECLARATION  
AND DETERMINATION OF NON-SIGNIFICANCE IN CONNECTION  
WITH AN APPLICATION FOR SITE PLAN APPROVAL FOR A PARCEL  
OF LAND LOCATED IN INWOOD, NEW YORK**

WHEREAS, the applicant, Gabrielli Truck Sales, has submitted to the Town of Hempstead an Application for Site Plan approval for a 3.43 acre parcel of land located at 31 Alameda street, Inwood, New York; and

Whereas, the purpose of the proposed Site Plan approval is to allow for the rehabilitation and expansion of an existing commercial truck storage and maintenance facility; and

WHEREAS, the applicant has submitted to the Town of Hempstead and Environmental Assessment Form (E.A.F.); and

WHEREAS, said E.A.F. has been reviewed by the Town Attorney of the Town of Hempstead and his staff and the significance of all environmental considerations, including those enumerated in 6NYCRR part 617.7 have been thoroughly evaluated to ascertain whether adverse environmental impacts will result; and

WHEREAS, the proposed action is an Unlisted Action as defined in 6NYCRR Part 617; and

WHEREAS, upon completion of said review, the Town Attorney has made a recommendation to the Town Board; and

WHEREAS, the Town Board, after due consideration of the recommendation of said Town Attorney considers the project to be an Unlisted Action and will not have a significant effect on the environment for the following reasons:

The Proposed Action will not result in any significant physical alterations to the site.

The Proposed Action will not have a significant adverse environmental impact on any Critical Environmental Area.

The Proposed Action will not have a significant adverse environmental impact on any unique or unusual land forms.

The Proposed Action will not have a significant adverse environmental impact on any water body designated as protected.

The Proposed Action will not have a significant adverse environmental impact on any non-protected existing or new body of water.

The Proposed Action will not have a significant adverse environmental impact on surface or groundwater quality or quantity.

The Proposed Action will not have a significant adverse environmental impact on or alter drainage flow or patterns, or surface water runoff.

Item # 37

Case # 29979

The Proposed Action will not have a significant adverse environmental impact on air quality.

The Proposed Action will not have a significant adverse environmental impact on any threatened or endangered species.

The Proposed Action will not have a significant adverse environmental impact on agricultural land resources.

The Proposed Action will not have a significant adverse environmental impact on aesthetic resources.

The Proposed Action will not have a significant adverse environmental impact on any site or structure of historic, prehistoric or paleontological importance.

The Proposed Action will not have a significant adverse environmental impact on the quantity or quality of existing or future open spaces or recreational opportunities.

The Proposed Action will not have any significant adverse environmental impact on existing transportation systems.

The Proposed Action will not have a significant adverse environmental impact on the community's sources of fuel or energy supply.

The Proposed Action will not have a significant adverse environmental impact as a result of objectionable odors, noise or vibration.

The Proposed Action will not have a significant adverse environmental impact on the public health and safety.

The Proposed Action will not have a significant adverse environmental impact on the character of the existing community.

NOW, THEREFORE, BE IT

RESOLVED, that this Town Board is "Lead Agency" for the proposed Site Plan approval for said parcel of land located in Inwood, New York; and BE IT FURTHER

RESOLVED, that the proposed action is an Unlisted Action pursuant to Part 617.6 and will not have a significant adverse impact on the environment; and BE IT FURTHER

RESOLVED, that the Town Board hereby declares that a Declaration of Non-Significance in connection with the proposed Site Plan approval is consistent with considerations of public interest; and BE IT FURTHER

RESOLVED, that the S.E.Q.R. process has been satisfied and completed with the completion of the above-mentioned review and duly approved Negative Declaration.

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 APPROVING A SITE PLAN SUBMITTED BY H2M ARCHITECTS AND ENGINEERS., ON BEHALF OF ARMANDO GABRIELLI, IN CONNECTION WITH BUILDING APPLICATION #201609820, TO CONSTRUCT AN ADDITION, USE AS A PUBLIC GARAGE WITH RELATED SITE IMPROVEMENTS, LOCATED AT THE WEST SIDE OF ALAMEDA STREET 125- FEET SOUTH OF BAYVIEW AVENUE AKA 31 ALAMEDA STREET, INWOOD , TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, heretofore, H2M ARCHITECTS, on behalf of Armando Gabrielli submitted an application bearing #201609820, to construct an addition, use as a public garage with related site improvements, located at the west side of Alameda Street 125- feet south of Bayview Avenue, Inwood, Town of Hempstead, New York; and

WHEREAS, in connection with such application and pursuant to the requirements of Section 305 of Article XXXI of the Building Zone Ordinance of the Town of Hempstead, said applicant has submitted a site plan entitled, DIMENSIONAL SITE PLAN sheet 3 of 12 dated June 16, 2017, last revised Aug. 2018, and bearing the seal of Michael Wade Keffier P. E. NYS LIC. #077701, which site plans show the use, dimensions, types and locations of each of the buildings, structures, or other improvements existing or proposed to be installed, erected or altered upon the site shown and the provisions proposed to be made for the facilities and improvements required by said Section 305 to be shown; and

WHEREAS, said site plan has been approved by Nassau County Department of Public Works, the Commissioner of the Highway Department, the Town Engineer and the Commissioner of the Department of Buildings; and

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

NOW THEREFORE, BE IT

RESOLVED, that the site plan submitted by H2M ARCHITECTS AND ENGINEERS, on behalf of Armando Gabrielli, entitled, DIMENSIONAL SITE PLAN sheet 3 of 12 dated June 16, 2017, last revised Aug. 2018, and bearing the seal of Michael Wade Keffier P. E. NYS LIC. #077701, in connection with building application #201609820, to construct an addition, use as a public garage with related site improvements, located at the west side of Alameda Street 125-feet south of Bayview Avenue Inwood, Town of Hempstead, New York, be and the same is hereby approved.

The foregoing resolution was adopted upon role call as follows:

AYES:

NOES:

Item # 38

Case # 29979

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE AWARD OF  
TOH CONTRACT#: 86-2018 FOR:  
ANALYSIS AND AUDIT FOR FRANCHISE FEE COLLECTIONS

WHEREAS, the Town is seeking an Analysis and Audit of Franchise Fee Collections under the Town's cable television franchise agreements with Cablevision (Altice) and Verizon to ensure that all franchise fees due and owing to the Town have been paid (the "Services"); and

WHEREAS, the Division of Purchasing solicited proposals for TOH Contract#: 86-2018, Analysis and Audit of Franchise Fee Collections; and

WHEREAS, six (6) proposals were received and opened on August 10, 2018; and

WHEREAS, a committee was formed for the purpose of reviewing and scoring the proposals; and

WHEREAS, Municipal Audit Services, LLC (the "Consultant") having its principal place of business located at 130 Shore Road, Suite 205, Port Washington, NY 11050, received the highest score based on their proposal; and

WHEREAS, the committee has recommended that the Town enter into an agreement with the Consultant to provide the Services in consideration of an amount not to exceed twenty-nine (29%) percent of the fees recovered (the "Agreement"); and

WHEREAS, the Town Board has determined that it is in the best interest of the Town to authorize the Agreement;

NOW, THEREFORE, BE IT

RESOLVED, that the Agreement with Municipal Audit Services, LLC, 130 Shore Road, Suite 205, Port Washington, NY 11050 be and is hereby authorized; and be it further

RESOLVED, that the Town Supervisor, or her designee, is hereby authorized to execute the Agreement with Municipal Audit Services, LLC, 130 Shore Road, Suite 205, Port Washington, NY 11050 for the services described within TOH Contract#: 86-2018, Analysis and Audit of Franchise Fee Collections; and be it further

RESOLVED, that the Comptroller is hereby authorized and directed to deposit monies due and owing to the Town (department designated revenue exclusively) in conjunction with this contract, if any, into the Part Town Undistributed Fund, Account#: 030-012-9000-1170 Franchise Fees, and that the Comptroller is further authorized and directed to make payment of the monies due and owing in conjunction with this contract, if any, out of the same aforementioned account.

The foregoing was adopted upon roll call as follows:

AYES: ( )

NOES: ( )

\* \* \* \* \*

Item # 39

Case # 12583

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved  
its adoption:

**RESOLUTION RATIFYING AND CONFIRMING A CONTRACT  
FOR COMMERCIAL GENERAL LIABILITY INSURANCE FOR  
BAY HOUSE LEASES LOCATED IN THE TOWN OF HEMPSTEAD.**

WHEREAS, the Town of Hempstead (the "Town") has twenty-nine (29) leases involving property owned by the Town and leased to owners of certain structures known as bay houses (the "Property"); and

WHEREAS, the Town requires a general liability insurance policy to cover the Property for the period of July 25, 2018 to July 25, 2019; and

WHEREAS, the Town received a favorable pricing and coverage quote from Stack Insurance Agency, located at 560 Broadhollow Road, Melville, New York 11747; and

WHEREAS, the Commissioner of the Department of Conservation and Waterways (the "Commissioner") has recommended placement of the policy as quoted; and

WHEREAS, consistent with the Commissioner's recommendation, the Town Board deems it to be in the best interest of the Town to ratify and confirm the policy;

NOW, THEREFORE, BE IT

RESOLVED, that the policy obtained from Stack Insurance Agency, to cover the Property is hereby ratified and confirmed by this Town Board; and be it further

RESOLVED, that the Comptroller is hereby authorized and directed to pay the premium from the General Fund Insurance Account Code 010-001-1910-4070 in an amount that shall not exceed \$17,376.76, which amount shall be assessed equally among all bay house leases.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

40

Case #

16452

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and  
moved its adoption:

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

WHEREAS, the Department of Conservation and Waterways maintains  
the following equipment (collectively, the "Equipment"):

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

and

WHEREAS, the Town of Hempstead (the "Town") had an agreement with  
Canon Solutions America, Inc., 12379 Collections Center Drive, Chicago, IL 60693 for  
the maintenance of the Equipment (the "Maintenance Agreement"); and

WHEREAS, the Maintenance Agreement expired on 6/30/2018; and

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

WHEREAS, the Commissioner of the Department of Conservation and  
Waterways (the "Commissioner") has recommended that it is in the best interest of the  
Town to renew and continue using the Maintenance Agreement with Canon Solutions  
America, Inc. for the period of 7/1/2018 to 6/30/2019, for the annual amount of  
\$2,824.32; and

WHEREAS, this Board wishes to authorize the renewal and use of the  
Maintenance Agreement between the Town and Canon Solutions America, Inc. for the  
Services for the period of 7/1/2018 to 6/30/2019.

NOW THEREFORE, BE IT

RESOLVED, that the renewal of the Maintenance Agreement is  
authorized; and be it further

RESOLVED, that the Town Board authorizes the Commissioner to accept  
said renewal agreement on behalf of the Town, with Canon Solutions America, Inc.,  
12379 Collections Center Drive, Chicago, IL 60693 to provide the Services; and be it  
further

RESOLVED, that the Comptroller is authorized and directed to make a  
lump sum payment in the amount of \$2,824.32 from the Department of Conservation and  
Waterways Code 010-006-8730-4710.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 41

Case # 12113

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION ACCEPTING THE PROPOSAL OF THE NEW YORK STATE INDUSTRIES FOR THE DISABLED (NYSID) FOR THE YEARLY REQUIREMENTS FOR DOCUMENT SHREDDING PROGRAM

WHEREAS, §162 of the New York State Finance Law established the "Preferred Source Program" to advance the special social and economic goals of certain organizations servicing certain constituent populations, such as workers with disabilities and provide them an opportunity to provide goods and services to New York State agencies, political subdivisions, and public benefit corporations without the requirement for competitive bidding; and

WHEREAS, the Town of Hempstead is bound to utilize the process set forth in §162 of the New York State Finance Law; and

WHEREAS, the Director of Purchasing, on behalf of the Commissioner of Sanitation, contacted the New York State Industries for the Disabled (NYSID) to obtain a proposal to provide for the Yearly Requirement for Document Shredding Program; and

WHEREAS, NYSID facilitated a proposal from its membership organization American Security Shredding for \$1600.00 per program, for a total of \$3,200.00 for two (2) programs for the calendar year 2018; and

WHEREAS, the proposal falls within the parameters established by law; and

WHEREAS, it is in the public interest to accept the proposal of American Security Shredding Corp. as a membership agency of NYSID for the Yearly Requirements for Document Shredding Program;

NOW, THEREFORE, BE IT

RESOLVED, that the Commissioner, be and is hereby authorized to accept the proposal of NYSID, 352 Seventh Avenue, Suite 201, New York, NY 10001 and its' member agency, American Security Shredding Corp., 396 Brown Court, P.O Box 402, Oceanside, New York 11572 for the Yearly Requirements for Document Shredding Program; and

BE IT FURTHER

RESOLVED, that all monies due and owing in connection with this contract shall be paid out of Refuse Disposal District Other Disposal Fees Account #301-006-0301-4590.

The foregoing was adopted upon roll call as follows:

AYES: ( )

NOES: ( )

\* \* \* \* \*

Item # 42

Case # 17083



CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution

And moved its adoption:

RESOLUTION AMENDING RESOLUTION NO. 306-2018 TO INCREASE FUNDING FOR OFF-SITE VETERINARY SERVICES FOR THE TOWN OF HEMPSTEAD ANIMAL SHELTER AND TO MAKE PAYMENT TO PORTER VETERINARY SERVICES, P.C. D/B/A NEW YORK VETERINARY SPECIALTY CLINIC.

WHEREAS, the Town Board awarded Town Board Resolution No.306-2018 on February 20, 2018 increasing funding to Porter Veterinary Services, P.C. d/b/a New York Veterinary Specialty Clinic; and

WHEREAS, it is necessary to further increase funding to Porter Veterinary Services P.C. d/b/a/ New York Veterinary Specialty Clinic by \$20,000.00 (Twenty Thousand Dollars) for an amount not to exceed \$105,000.00 (One Hundred Five Thousand Dollars) to pay for additional expenses for Off Site Veterinary Services; and

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

NOW, THEREFORE, BE IT

RESOLVED, that the Comptroller is authorized to make payments to Porter Veterinary Services, P.C. d/b/a New York Veterinary Specialty Clinic, 2233 Broadhollow Road, Farmingdale, New York 11735 for off-site veterinary services in an amount not to exceed \$105,000.00 (One Hundred Five Thousand Dollars) from which services will be paid against the Animal Shelter Health Account Number 010-002-3510-4900.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

43

Case #

21646



CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved for its adoption:

**RESOLUTION AUTHORIZING PAYMENT TO CONNOISSEUR MEDIA OF LONG ISLAND, LLC FOR RADIO ADVERTISEMENT AND DISC JOCKEY APPEARANCE BY RADIO STATION WHLI TO PROMOTE THE 2018 SEASIDE SPECTACULAR COLLECTOR'S CAR SHOW**

**WHEREAS**, on Saturday, September 15, 2018 the Town of Hempstead (the "Town") will host the 13<sup>th</sup> Annual Seaside Spectacular Collector's Car Show (the "Event") to showcase the classic automobiles of town residents and other classic car owners across Long Island; and

**WHEREAS**, the Town deems it to be in the public interest to host recreational and cultural attractions of this magnitude and to promote and advertise them through various media outlets in an effort to increase awareness and heighten participation; and

**WHEREAS**, Connoisseur Media of Long Island, LLC and radio station WHLI have agreed to promote the Event through radio advertisements and the appearance of a WHLI disc jockey; and

**WHEREAS**, the radio station WHLI will perform the following services (the "Services") at the stated fees for promotion of the Event:

**WHLI BROADCAST/ADVERTISING PACKAGE**

- Ten (10), 60 second commercials at a cost of \$800 to run Wednesday, September 12<sup>th</sup> through Saturday, September 15<sup>th</sup> from 6:00 a.m. to 9:00 a.m. on WHLI.
- Live disc jockey appearance from 11 a.m. to 1 p.m. to announce the car show.

Total package value: \$1,050.00

**WHEREAS**, this Board finds it to be in the best interest of the Town to authorize payment for the Services.

**NOW, THEREFORE, BE IT**

**RESOLVED**, that payment to Connoisseur Media of Long Island, LLC for the advertisement and promotion of the 13th Annual Seaside Spectacular Collector's Car Show is hereby authorized in the amount of \$1,050.00; and be it further

**RESOLVED** that the Comptroller be and hereby is authorized and directed to make payment in the amount of \$1,050.00 out of the Department of Parks and Recreation Account# 400-007-7110-4060, Advertising and Promotion.

The foregoing was adopted upon roll call as follows:

AYES: ( )

NOES: ( )

\* \* \* \* \*

Item # 4/5

Case # 6473

CASE NO.

RESOLUTION NO.

Adopted:

resolution

Offered the following

and moved its adoption:

**RESOLUTION AUTHORIZING PAYMENT TO NEWSDAY, INC.  
FOR ADVERTISING SERVICES TO PROMOTE THE 2018  
SEASIDE SPECTACULAR COLLECTOR'S CAR SHOW.**

WHEREAS, on Saturday, September 15, 2018 the Town of Hempstead (the "Town") will host the 13th Annual Seaside Spectacular Collector's Car Show (the "Event") to showcase the classic automobiles of town residents and other classic car owners across Long Island; and

WHEREAS, the Town deems it to be in the public interest to host recreational and cultural attractions of this magnitude and to promote and advertise them through various media outlets in an effort to increase awareness and heighten participation; and

WHEREAS, Newsday, Inc. agreed to promote the Event through advertisement in its news publication to be distributed on Wednesday, September 12, 2018 (the "Services") in consideration of \$4,687.46 (the "Payment"); and

WHEREAS, this Board finds it in the best interests of the Town to authorize the Payment for the Services.

NOW, THEREFORE, BE IT

RESOLVED, that payment to Newsday, Inc. for the advertisement and promotion of the 13th Annual Seaside Spectacular Collector's Car Show is hereby authorized in the amount of \$4,687.46; and be it further

RESOLVED, that the Comptroller be and hereby is authorized and directed to pay a total not to exceed \$4,687.46 to Newsday, Inc., and the sum is to be charged against the Account Number 010-004-6410-4330.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

Case #

46

6473

CASE NO.

RESOLUTION NO.

**ADOPTED:**

Offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING THE TOWN TO ENTER INTO A TEMPORARY ACCESS AGREEMENT TO CONSTRUCT A PROTECTIVE DUNE ACROSS LIDO TOWERS BEACH AREA SO AS TO PROTECT PUBLIC PROPERTY AND PROMOTE PUBLIC SAFETY**

**WHEREAS**, pursuant to Resolution No. 312-2013, the Town of Hempstead (the "Town") entered into an agreement with the State of New York (the "State"), represented by the Department of Environmental Conservation ("DEC"), to participate with the Army Corps of Engineers ("ACOE") (also referred to as "USACE") in connection with a project for beach replenishment, dune preservation and related improvements (the "Project") for the area from Jones Inlet to East Rockaway Inlet, Long Beach Island, including the Lido Beach area (the "Contract"); and

**WHEREAS**, which Project under a thorough environmental SEQRA review, which included Dune Reconstruction and restoration, received a Negative Declaration (Notice of Determination of Non-Significance) dated May 20, 2015; and

**WHEREAS**, the Town recognizes that the beach and dunes in the Lido Beach Area are subject to erosion and damage from adverse weather conditions which could damage valuable natural and public resources, such as the Town of Hempstead beaches in Lido Beach, and detrimental to the safety of the properties located and persons living adjacent to or proximate to Lido Beach; and

**WHEREAS**, pursuant to the Contract, the Town is in the process of constructing dunes and replenishing the Town of Hempstead beaches in the Lido Beach area; and

**WHEREAS**, the Lido Beach Towers Condominium Association ("Lido Towers") is the owner (or the agent of the unit owners) of that certain tract of land, located in Lido Beach, Town of Hempstead, County of Nassau, State of New York, improved with a multiple dwelling condominium known as 2 Richmond Road, Lido Beach, New York, containing 184 condominium units and which property within the Town of Hempstead is identified as Section 59, Block 66, Lot 15A, as shown on the tax map of the County of Nassau (the "Property", or "Lido Towers Property) which has a substantial beach frontage in the Town of Hempstead

Item #

47

Case #

25252

adjacent to the Town of Hempstead beaches and which beach is also protective of properties and persons in the vicinity of the Lido Towers Beach ("Lido Towers Beach"); and

**WHEREAS**, in order to protect the public property and protect the persons in the area of the Lido Towers Beach, it would be in the public interest for the Town to extend the dune across the Lido Towers Property to the extent it is in the Town; and

**WHEREAS**, to accomplish this public purpose, the Town and Lido Towers are desirous of entering into a Temporary Access Agreement (the "Agreement" or "Access Agreement"), which Access Agreement is attached, and grants permission to enter the Lido Towers Property to construct such dune extension in the area within the Town of Hempstead described in said Access Agreement as the "Access" or "Easement Area"; and

**WHEREAS**, the Lido Towers Property in the Town of Hempstead is described on the Nassau County Land and Tax Map as Section 59, Block 66, Lot 15A and the area over which the Lido Towers grants access to and over the Lido Towers Property in the Town of Hempstead for such construction is described as a portion of Section 59, Block 66, Lot 15A and the Access or Easement Area is generally depicted as part of the "Easement Area" in the Town of Hempstead on a survey map dated as of July 23, 2018 by Gayron de Bruin Land Surveying and Engineering and the approximate metes and bounds description of the area within the Town, which is more particularly described as follows:

All that piece or parcel of land situate in the hamlet of Lido Beach, Town of Hempstead, County of Nassau, State of New York, described as follows:

**Beginning** at a point on the easterly side of subject parcel, on the dividing line between land of the subject parcel to the West and land now or formerly of Town of Hempstead to the East, said point being 325.52 feet southerly from the corner formed by the southerly side of Richmond Road and the easterly side of Fairway Road;

Running thence from said point of beginning along the easterly side of subject parcel South 00°59'21" East a distance of 229.58 feet to the southeasterly corner of subject parcel, said corner lying on the Mean High Water Line as provided by

the U.S. Army Corps of Engineers and established from survey performed by McKim & Creed on September 28, 2016, elevation 1.95 feet, NAVD88;

Running thence along said Mean High Water Line also being the southerly line of subject parcel the following four course and distances;

1. North 88°43'54" West a distance of 43.74 feet;
2. South 75°11'17" West a distance of 119.14 feet;
3. South 70°12'27" West a distance of 289.27 feet;
4. South 78°01'08" West to the dividing line between the Town of Hempstead and City of Long Beach;

Running thence along said dividing line North 00°48'41" West a distance of approximately 190± feet to a point and

Running thence the following seven courses and distances;

1. North 69°50'22" East a distance of approximately 340 feet;
2. North 16°32'49" West a distance of 34.88 feet;
3. North 73°27'11" East a distance of 40.00 feet;
4. South 16°32'49" East a distance of 34.73 feet;
5. North 73°13'44" East a distance of 220.09 feet;
6. North 73°24'01" East a distance of 71.57 feet;
7. North 83°23'49" East a distance of 38.55 feet;
8. North 78°26'50" East a distance of 14.48 feet;
9. North 01°16'49" West a distance of 8.27 feet;
10. North 73°24'01" East a distance of 81.48 feet to the point or place of beginning.

SUCH AREA DOES NOT AND IS NOT INTENDED TO INCLUDE ANY  
AREA IN THE CITY OF LONG BEACH,

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the Access Agreement serves the public interest, in that it promotes the protection of the public residing adjacent to the Lido Beach area and also to protect and preserve adjacent Town of Hempstead beaches and the adjacent property or property of Town residents proximate to the Beach from adverse weather conditions such as storms and hurricanes.

**RESOLVED**, that the Town Board approves said Access Agreement and shall enter into such Access Agreement accordingly.

**RESOLVED**, that the Town Board authorizes the Commissioner of the Department of Waterways and Conservation to execute said Access Agreement on behalf of the Town and to execute such additional amendments as may be required to implement the public objectives of the Access Agreement and to take such action as is necessary to implement the Access Agreement.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

**AGREEMENT**  
**for**  
**TEMPORARY ACCESS AND USE OF PRIVATE PROPERTY**

This agreement ("Agreement") made this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the Board of Managers of the LIDO BEACH TOWERS CONDOMINIUM, a condominium association formed under New York State Real Property Law, having an office at 2 Richmond Road, Lido Beach, New York, 11561, as agent for and on behalf of all its unit owners, (hereinafter collectively referred to as the "Owner"), and the TOWN OF HEMPSTEAD, a municipal corporation having its principal office at One Washington Street, Hempstead, New York 11550 (hereinafter the "Town")

**WITNESSETH:**

**Property location:** See Exhibit A for property description.

**WHEREAS**, the Owner is the governing body that controls and manages the common elements of the property described above and on the map attached hereto as Exhibit A (hereinafter the "Property"), and has full lawful authority to enter into this Agreement (the "Access Agreement") with the Town for the purpose of granting temporary access to the Property and, in particular, that portion of the Property which is labeled on Exhibit A as "Easement Area" within Section 59, Block 66, Lot 15A, and which is hereinafter referred to as the "Easement Area", and

**WHEREAS**, the Owner and the Town each represents that it has the authority to enter into this Agreement and has obtained all the requisite approvals relating thereto, and

**WHEREAS**, the Town is responsible for providing the lands in respect to the Easement Area affecting the Property necessary for *The Atlantic Coast of Long Island, Jones Inlet to East Rockaway Inlet, Long Beach Island, New York, Hurricane and Storm Damage Reduction Project*, hereinafter the "Project", under an agreement with the State of New York, represented by the Department of Environmental Conservation, hereinafter the "Department", dated January 19, 2016, and whereby The State of New York (as the Non-federal Sponsor of the Project) is also a party to an agreement dated February 9, 2016 with the U.S. Army Corps of Engineers, hereinafter the "Corps", a federal government agency, which allows the Corps to complete the Project (which agreements are collectively referred to hereinafter as the "Project Partnership Agreements"), and

**WHEREAS**, the Owner desires to cooperate with the Town, the Department, and the Corps to enable them to complete the Project, and, once completed, to cooperate with the Town, the Department and the Corps to enable them to fulfill their respective ongoing administrative and operational responsibilities, maintenance responsibilities and reporting responsibilities, and



**WHEREAS**, the Town, the Department, and the Corps, and their respective employees, contractors, and representatives, require access to the Property to perform certain activities for the Project purposes, including but not limited to the construction of that portion of the Project that is to be located on the Property,

**NOW, THEREFORE**, the parties hereto agree as follows:

1. The Owner grants to the Town, its employees, representatives and contractors, a non-exclusive license for temporary access and use in, on, over and across the Property, including the Easement Area. Access to and use is granted with respect to the Easement Area, beginning with the date of execution of this Agreement, for use by the Town, the Department and the Corps and their respective representatives, agents and contractors for all work associated with the Project, including the activities identified in Paragraph 2 below and which are further detailed in the Corps' Project Design documents for the Project ("Design Documents"), which Design Documents are the original Project Design documents that include the reconstruction of the ocean beach and dune and installation of the walkover and other work in the Easement Area, it being the intent of the parties hereto that the purpose of this Agreement is to enable the completion of the portion of the Project that is within the Easement Area, which work may, as is appropriate, be done by the Town.

2. Such temporary access and use includes, within the Easement Area as follows:

- a) the right to deposit lawful fill, and materials thereon;
- b) the right to move, store and remove equipment and supplies;
- c) the right to erect and remove both temporary and permanent structures;
- d) the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions, and any other vegetation, structures or obstacles within the limits of the Easement Area;
- e) the right to perform any other work necessary and incidental to the construction of the Project;
- f) the right to perform periodic inspection and maintenance of the Project, once it is completed;
- g) the right to use and access the streets owned by Owner on or adjacent to all beach access points, including the portion of Fairway Road on the Property, for purposes of inspection and for transporting sand, workers,

equipment, and any required or necessary materials to be used in connection with said Project; and

- h) the right to assign this non-exclusive license for right of access and use enumerated in this Paragraph 2, without any further consent of the Owner, to the Department and the Corps, or such other governmental entity as the Corps may designate.

3. The Town, and its successors and assigns, including specifically the Department and the Corps, shall quietly and peaceably enjoy access and use of the Property in order to perform the work in the Easement Area that is associated with the Project and in order to assess Owner's compliance with the provisions above.

4. The Owner represents that the Owner is the governing body that controls and manages the common elements of the Property and serves as agent for and on behalf of all its unit owners. The Town acknowledges that Owner has delivered to it all requested assurances of title to the Property and Easement Area.

5. The Town shall hold the Owner, the Lido Beach Towers Condominium, and all of its unit owners harmless from and indemnify them against any damages caused by reason of negligence attributable to the Town, the Department or the Corps, or any of their respective officers, employees, representatives or contractors, or any of their respective successors or assigns, in connection with the Project. The Owner shall hold the Town harmless and indemnify the Town against any damages caused by reason of negligence attributable to the Owner or any of its officers, employees, representatives or contractors, or any of their successors or assigns, in connection with the Project.

6. The Owner recognizes that implementation of the Project will inevitably cause certain interference and interruption in the operation of the Property. However, the Town, its employees, representatives, and contractors, and its successors and assigns, to the extent possible, shall use reasonable efforts to minimize disruptions and shall not unreasonably interfere with the use and occupancy of the Property by the Owner or Owner's tenants, residents or guests. The Town shall provide the Owner with a schedule of the construction and with reasonable certainty the portions of the Property requiring access by the Town, the Department or the Corps in connection with the Project.

7. Notwithstanding the letters from the Town's attorney dated June 6, 2018 and June 14, 2018, copies of which are attached hereto as Exhibit B, and both of which are hereby rescinded, without prejudice and with reservation of rights, the Town shall work in good faith to formally obtain a permanent easement in respect to the Easement Area as promptly as reasonably practicable. The Owner, without waiver of any of its rights or the rights of its unit owners to seek compensation, shall make a good faith effort

to obtain the unanimous consent of all of its unit owners to the issuance to the Town of a permanent easement with respect to the Easement Area.

8. The effective date of this Agreement shall be the date that it is fully executed by the parties ("Effective Date").

9. This Agreement shall expire on the earlier of (a) the acquisition by the Town of a permanent easement covering the Easement Area and (b) five (5) years from the Effective Date. The term of this Agreement can be extended for five (5) additional five (5) year renewal periods, each such renewal to be exercisable upon the written approval of both the Town and Owner.

**THIS AGREEMENT** shall inure to the benefit of and bind the parties and their respective distributees, legal representatives, successors and assigns.

**IN WITNESS WHEREOF**, the parties have caused the execution of this Agreement by their duly authorized representatives, as follows:

**LIDO BEACH TOWERS CONDOMINIUM, Owner**

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

**DATE:** \_\_\_\_\_

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

**DATE:** \_\_\_\_\_

STATE OF NEW YORK)

: ss:

COUNTY OF NASSAU)

On the \_\_\_ day of \_\_\_\_\_, 2018, before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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

**TOWN OF HEMPSTEAD**

**BY:**

\_\_\_\_\_  
Name:

Title:

**DATE:**

**Resolution No.:**

STATE OF NEW YORK)

: ss:

COUNTY OF NASSAU)

On the \_\_\_ day of \_\_\_\_\_, 2018, before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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

# Exhibit A

Richmond (75' R.O.W.) Road



Key Map (Not to Scale)

Maple Boulevard (60' R.O.W.)

East Broadway (115' R.O.W.)

**Description of Assessed Property** as shown by the Town of Hempstead for the purpose of the General Assessment Roll for the year 2014.

**Assessed Taxes** - 2014

**Assessed Taxes** - 2015

**Assessed Taxes** - 2016

**Assessed Taxes** - 2017

**Assessed Taxes** - 2018

**Assessed Taxes** - 2019

**Assessed Taxes** - 2020

**Assessed Taxes** - 2021

**Assessed Taxes** - 2022

**Assessed Taxes** - 2023

**Assessed Taxes** - 2024

**Assessed Taxes** - 2025

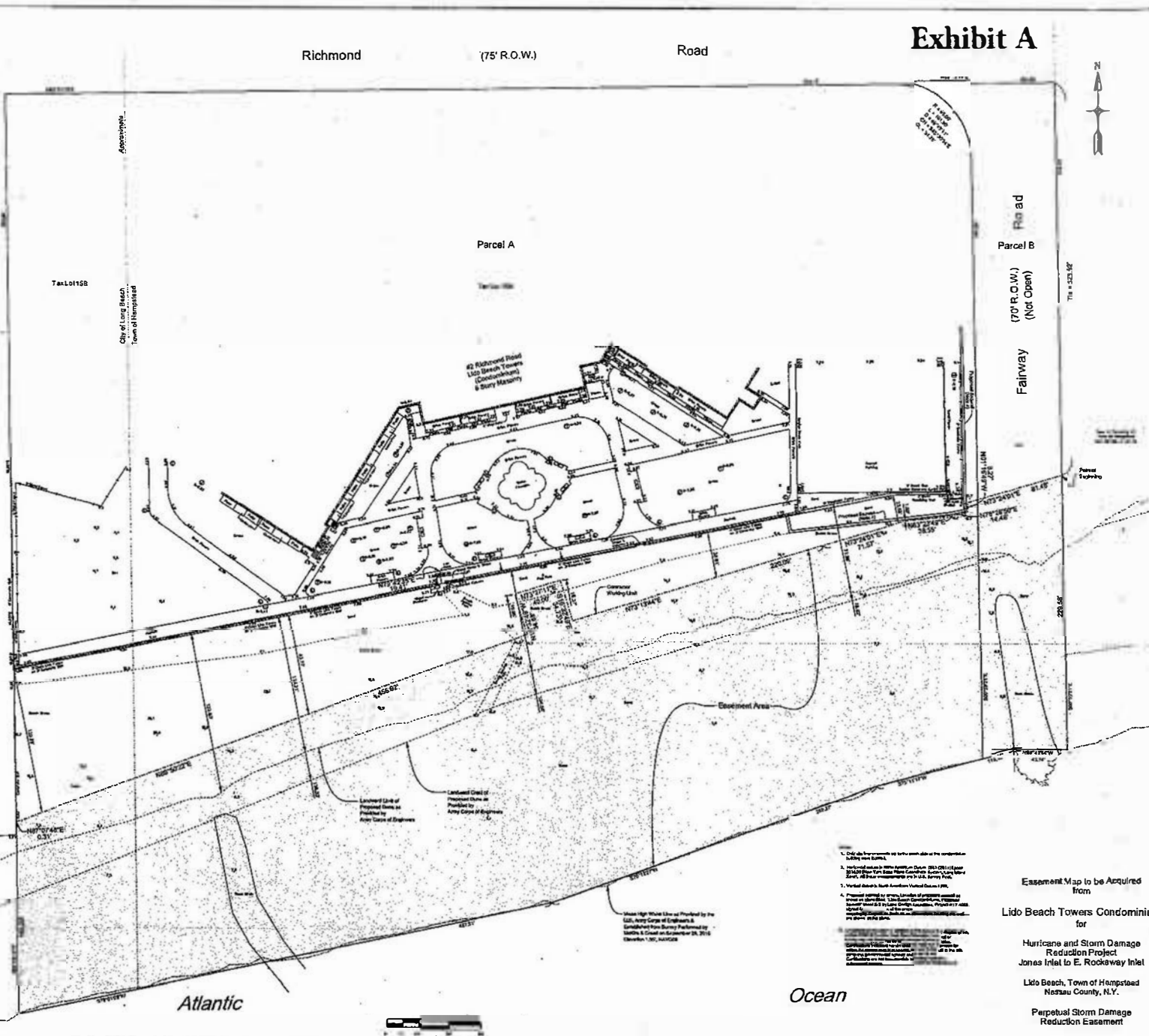
**Assessed Taxes** - 2026

**Assessed Taxes** - 2027

**Assessed Taxes** - 2028

**Assessed Taxes** - 2029

**Assessed Taxes** - 2030



SCALE: 1" = 50'

LEGEND	SYMBOL	DESCRIPTION
1	(Symbol)	Proposed Storm Damage Reduction Easement
2	(Symbol)	Proposed Storm Damage Reduction Easement
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100	(Symbol)	Proposed Storm Damage Reduction Easement



Easement Map to be Acquired from Lido Beach Towers Condominium for Hurricane and Storm Damage Reduction Project Jones Inlet to E. Rockaway Inlet Lido Beach, Town of Hempstead Nassau County, N.Y. Perpetual Storm Damage Reduction Easement Area = 183,040 S.F. or 4.202 04 Acres Section 59 Block 66 Lots 15A, 15B Liber 12014 Page 545 Date 2005-08-09



BERKMAN HENOCH

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William D. Siegel	
Terence E. Smolev, P.C.	

June 6, 2018

Joseph W. Prokop, Esq.  
267 Carleton Avenue  
Central Islip, New York 11722

**Re: Lido Beach Towers & Lido Townhouse/  
Hurricane and Storm Damage Reduction Project**

Dear Mr. Prokop:

I am Special Counsel to the Town of Hempstead (the "Town").

Lido Beach Towers and Lido Townhouse both own certain property, and specifically beach area property which would be affected in part by the Hurricane and Storm Damage Reduction Project which involves beach replenishment and dune restoration (the "Project").

The scope of the Project and its benefits to Lido Beach Towers and Lido Townhouse have been explained and displayed to you and your clients in a number of presentations by representatives of the Army Corps of Engineers (ACOE) and the New York State Department of Environmental Conservation (DEC). The Project is designed to benefit both Lido Beach Towers and Lido Townhouse by the beach replenishment and dune reconstruction or restoration so as to protect the Lido Beach Towers and Lido Townhouse and its beach property against storm damage such as that which was dramatically experienced by so many beachfront properties by Superstorm Sandy.

The details of this Project, including the proposed map and construction details, were provided by ACOE and DEC. In order for this Project to proceed so as to implement the beach replenishment and dune restoration, it requires obtaining the conveyance of certain permanent easement interests to the Town as the Project Local Sponsor.

\*Admitted in New York and Florida | \*\*Admitted in New York, California, Florida, New Jersey, Pennsylvania, and District of Columbia

BERKMAN HENoch

PETERSON PEDDY & FENCHEL, PC

Joseph W. Prokop, Esq.

June 6, 2018

Page -2-

DEC has informed us that this Project cannot proceed with respect to Lido Beach Towers and Lido Townhouse without the conveyance of these easement interests to the Town.

THE TOWN WILL NOT FORCIBLY ACQUIRE THE PROPERTY INTERESTS BY THE EXERCISE OF THE POWER OF EMINENT DOMAIN.

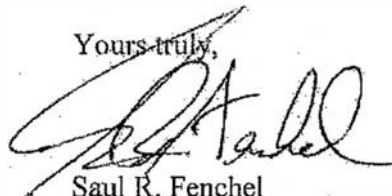
You have informed us that Lido Beach Towers and Lido Townhouse will not convey such interests taking the position that they will not do so unless they first obtain the unanimous consent of all the unit holders. You have further informed that this is not possible and, therefore, no conveyance will be made.

Under these circumstances, the Project cannot proceed.

Please confirm, in writing, that Lido Beach Towers and Lido Townhouse will not be conveying the required interests.

Thank you for your courtesy and cooperation.

Yours truly,



Saul R. Fenchel

SRF:rh

cc: Town of Hempstead

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution  
and moved its adoption:

**RESOLUTION AUTHORIZING GENSERVE, LLC. TO  
PERFORM EMERGENCY GENERATOR REPAIRS FOR  
THE TOWN OF HEMPSTEAD ANIMAL SHELTER.**

WHEREAS, the Commissioner of General Services (the "Commissioner") has determined it has become necessary for the Town of Hempstead to repair the emergency generator located at the Town of Hempstead Animal Shelter, Wantagh, New York (the "Generator"); and

WHEREAS, GenServe, LLC. has submitted a quote to the Commissioner recommending immediate repairs due to the imminent hurricane season; and

WHEREAS, GenServe, LLC. is duly qualified to repair said Generator; and

WHEREAS, the emergency repairs to be performed by GenServe, LLC. Shall not exceed \$1,971.90 (One Thousand Nine Hundred Seventy One Dollars and Ninety Cents) and is deemed fair and equitable by the Commissioner; and

WHEREAS, this Town Board finds it in the best interests of the Town to retain GenServe, LLC. to repair said Generator.

NOW, THEREFORE, BE IT

RESOLVED, that the Comptroller is authorized to pay a total not to exceed \$1,971.90 (One Thousand Nine Hundred Seventy One Dollars and Ninety Cents) to GenServe, LLC., 100 Newtown Road, Plainview, New York 11803 and the sum is to be charged against the Department of General Services Maintenance of Equipment Account Number 010-001-1490-4030.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

48

Case #

14759



Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

**RESOLUTION AMENDING RESOLUTION NO. 416-2018,  
WHICH ESTABLISHED THE LIST OF DESIGNATED  
NEWSPAPERS FOR PUBLICATION OF NOTICES,  
RESOLUTIONS, ORDINANCES AND/OR LOCAL LAWS  
BY THE TOWN CLERK DURING THE YEAR 2018.**

**WHEREAS**, pursuant to Resolution No. 416-2018, the Town Board designated certain newspapers for the publication of notices, resolutions or ordinances and local laws as may be required by law, or directed by this Board for the 2018 calendar year; and

**WHEREAS**, the Town Board wishes to amend the list of designated newspapers to include the South Shore Record and Noticia Long Island.

**NOW THEREFORE, BE IT**

**RESOLVED** that Resolution No. 416-2018 is hereby amended to include the South Shore Record and Noticia Long Island on the list of designated newspapers; and be it further

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

-Noticia Long Island, 3815 Bell Blvd Bayside, NY 11361

-South Shore Record, 2 Endo Blvd, Garden City, NY 11530

; and be it further

**RESOLVED** that except for the above-described amendment, Resolution No. 416-2018 shall remain in full force and effect; and be it further

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

49

Case #

29454

CASE NO.

RESOLUTION NO.

ADOPTED

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING TOWN FUNDING OF  
THE PAYMENT OF RETIREMENT COSTS RELATED TO  
EMPLOYEES OF THE TOWN OF HEMPSTEAD  
DEPARTMENT OF OCCUPATIONAL RESOURCES IN  
THE YEARS 2016 AND 2017.

WHEREAS Town Board Resolution Number 739-2018 has been adopted by the  
Town Board;

WHEREAS the Town Board is empowered to authorize Town funding of the  
payment of retirement costs related to employees of the Town of Hempstead Department  
of Occupational Resources in the year 2016;

WHEREAS the Town Board is empowered to authorize Town funding of the  
payment of retirement costs related to employees of the Town of Hempstead Department  
of Occupational Resources in the year 2017; and

WHEREAS it is in the public interest to provide for the Town funding of  
Department of Occupational Resources employees and other departmental activities;

NOW THEREFORE BE IT

RESOLVED that the authorization of such payment be and hereby is adopted, and,  
BE IT FURTHER

RESOLVED, by the Town Board of the Town of Hempstead that the Supervisor of  
the Town of Hempstead is hereby authorized to provide Town funding of Department of  
Occupational Resources employees' retirement costs in the amount of \$595,449.29 in  
the year 2016;

RESOLVED, by the Town Board of the Town of Hempstead that the Supervisor of the  
Town of Hempstead is hereby authorized to provide Town funding of Department of  
Occupational Resources employees' retirement costs in the amount of \$167,430.54 in  
the year 2017,

The foregoing resolution was adopted upon roll call as follows:

AYES:  
NOES

Item # 50

Case # 20342

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

**RESOLUTION AMENDING THE PROCEDURES OF THE HEMPSTEAD TOWN BOARD**

**WHEREAS**, the Town Board of the Town of Hempstead (the "Town") has heretofore adopted procedures, and from time-to-time amended same, for conducting meetings and hearings of the Town Board known as the Procedures of the Hempstead Town Board (the "Procedures"); and

**WHEREAS**, under the Procedures, the Town Attorney's office is responsible for reviewing proposed items to ensure that they are in proper form; and

**WHEREAS**, it is equally as necessary for the Town Attorney's office to review proposed items, including documents, agreements, or authorizations, if any, for legal sufficiency to ensure that the proposed item is in compliance with applicable law (the "Amendment"); and

**WHEREAS**, this Board wishes to authorize the Amendment to the Procedures.

**NOW, THEREFORE, BE IT**

**RESOLVED** that the Procedures of the Hempstead Town Board (the "Procedures") be and hereby are amended, as set forth in the amendment annexed hereto, in order to require the Town Attorney's office to review proposed items, including documents, agreements, or authorizations, if any, for legal sufficiency to ensure that the proposed item is in compliance with applicable law (the "Amendment"); and be it further

**RESOLVED** that all other provisions in the Procedures not affected by the Amendment shall remain unchanged and in full force and effect.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 51

Case # 530

# THE PROCEDURES OF THE HEMPSTEAD TOWN BOARD

## **I. Short Title**

These procedures shall be known as “The Procedures of the Hempstead Town Board”

## **II. Interaction With Law**

- A. These procedures are to be interpreted as supplementing, and not replacing, prior legislative enactments applicable to town operations and the conduct of Town Board meetings. Such legislative enactments include statutes, rules and regulations of the State of New York, and the Hempstead Town Code.
- B. Nothing in these procedures shall be construed as expanding, reducing or limiting the powers or rights specifically granted by law to any Member nor shall these procedures be construed as altering the number of votes specifically required by law for the taking of official action.

## **III. Town Attorney as Parliamentarian**

- A. Questions regarding the interpretation of these procedures which arise during a meeting of the Board shall be decided by the Town Attorney who shall act as Parliamentarian.
- B. Decisions of the Town Attorney made pursuant to section III (A) hereof may be appealed to the full Board by motion of any Member.
- C. Robert’s Rules of order shall control the procedure of all meetings of the board to the extent that Robert’s Rules of Order are not inconsistent with these procedures.

## **IV. Placing Business before the Town Board**

- A. Administrative items may come before the Board for consideration through either of two methods:
  - 1. By inclusion on the calendar using the procedure outlined in Section IV (B), *infra*,
  - 2. by hand-up but only under the circumstances described in Section IV (E), *infra*.
- B. Any Member may seek inclusion of an item on the calendar by submitting an original and three unmarked copies of same along with Appropriate Disclosure to the Office of the Town Attorney not later than six days before the meeting at which they would like the item considered. In the event that the proposed item authorizes an expenditure or transfer of funds, the Member seeking its inclusion on the calendar shall submit an original, a copy signed by the Town Comptroller or his designee under the words “Approved as to Available Funds” and two unmarked copies along with Appropriate Disclosure to the office of the Town Attorney not later than six days before the meeting at which they would like the item to be considered. For the purposes of these procedures, an item may not be approved as to available funds unless the required funding is available in the then-current town budget, as amended, or unless the item (by its own terms) includes the specific amendment necessary to make funding available.
- C. Upon receipt of a proposed item which is in proper form, the Town Attorney or his designee shall **review the proposed item for legal sufficiency to ensure that the item, or any documents, agreements, or authorizations contained therein or authorized thereunder, are in compliance with the Constitutions of the United States and the State of New York, and any applicable federal, state and local laws, rules, regulations and ordinances. In performing the review for legal sufficiency, the Town Attorney or his/her designee shall review the terms of all contracts, memorandums of agreement and/or memorandums of understanding, or any other**

**supporting documentation submitted with the proposed item. If the proposed item is in proper form and is legally sufficient, the Town Attorney or his designee shall** indicate same by signing his name to and dating the Approval Copy under the words "Approved as to Form **and Substance**" and shall promptly deliver same to the Clerk. If a proposed item is not in proper form **or substance**, or if the submission is otherwise insufficient, the Town Attorney shall notify the Member making the proposal in writing within five business days of its receipt by the Town Attorney as to the nature of the deficiency and, upon request, shall assist said Member in making the necessary corrections.

- D. The calendar, which shall be prepared by the Office of the Clerk for any regular meeting shall be published not later than the close of business five calendar days prior to the meeting. In the case of special meetings of the Board, the calendar shall be published as far in advance of the meeting as is practicable
- E. Resolutions or legislation considered urgent or of an emergency nature may be added to the Calendar after commencement of any meeting by the Presiding officer or by a majority vote of the Board. Added resolutions or legislation will be added to the end of the Calendar.
- F. No item shall come before the Board for consideration, by inclusion on the calendar or by hand-up until it shall have been approved as to form **and substance** by the Town Attorney or his designee and, if the item calls for the expenditure of funds, if it has been approved as to available funds by the Town Comptroller or his designee.

## **V. Order of Business**

- A. The order of business at each meeting of the Board shall be as follows:
  - 1. Call to Order
  - 2. Roll Call
  - 3. Pledge of Allegiance
  - 4. Public Hearings
  - 5. Decisions
  - 6. Administrative Calendar
- B. The vote upon every question shall be taken in alphabetical order with the Supervisor voting first. A member may vote "aye," "no," "abstain," pass his vote or recuse himself. A person who passes his or her vote may only do so once.
- C. The Town Board, or any of its Members, may remain in the meeting room for the purpose of receiving public comment following adjournment.

## **VI. Motions**

- A. Except as otherwise provided in these procedures, any motion shall be in order at any time.
- B. No motion shall be voted upon until it shall have been seconded *provided, however*, that a motion to adjourn, a motion for the previous question, a motion to conduct an executive session pursuant to section 105 of the Public Officers Law or a motion to lay an item on the table shall be voted upon when made without a second.

- C. All motions are subject to debate *except* the motions listed in Section VI (B), *supra*, which motions are not debatable.
- D. Unless another number of votes is required by law, any motion placed before the Board shall require for its adoption the affirmative vote of a majority of all the Members. The following motions, and only the following motions, shall be in order when a matter is pending before the Board:
1. to adjourn
  2. the previous question
  3. to conduct an executive session pursuant to section 105 of the Public Officers Law<sup>1</sup>
  4. to lay on the table
  5. to postpone to a date certain
  6. to amend
  7. to postpone indefinitely/table<sup>2</sup>

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<sup>1</sup> The section reads, "§105. Conduct of executive sessions

1. Upon majority vote of its total membership, taken in an open meeting pursuant to a motion identifying the general area or areas of the subject or subjects to be considered, a public body may conduct an executive session for the below enumerated purposes only, provided however, that no action by formal vote shall be taken to appropriate public moneys:
  - a. matters which will imperil the public safety if disclosed;
  - b. any matter which may disclose the identity of a law enforcement agent or informer;
  - c. information relating to current or future investigation or prosecution of a criminal offence which would imperil effective law enforcement if disclosed;
  - d. discussions regarding proposed, pending or current litigation;
  - e. collection negotiations pursuant to article fourteen of the civil service law;
  - f. the medical, financial, credit or employment history of a particular person or corporations, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation;
  - g. the preparation, grading or administration of examinations; and
  - h. the proposed acquisition, sale or lease of real property or the proposed acquisition of securities, or sale or exchange of securities held by such public body, but only when publicity would substantially affect the value thereof.
2. Attendance at an executive session shall be permitted to any member of the public body and any other persons authorized by the public body."

<sup>2</sup> For clarity, an item postponed indefinitely or 'tabled' may only be brought back before the Board by the procedure described in VI(G). An item 'laid upon the table' because the Board must discuss a more urgent, unexpected matter, as stated in VI(D)(4), may be taken from the table by any Member's motion, must be seconded, and must be carried by majority vote.

8. to reserve decision<sup>3</sup>

Such motions shall have precedence in the order stated.

- E. A motion to reconsider any vote must be made at the same meeting at which the vote sought to be reconsidered was taken. Such motion shall only be in order if made by a Member who voted in the majority.
- F. When a motion for reconsideration is decided, that decision shall not be reconsidered, and no question shall be twice reconsidered nor shall any vote be reconsidered upon the following motions:
  - 1. to adjourn
  - 2. to lay an item on the table
  - 3. to take an item from the table
  - 4. the previous question
- G. Any item postponed indefinitely or tabled cannot be calendared or moved before the Board unless calendared or moved by a majority of the Board. The item may only be calendared or moved before the Board without a majority if the item is substantially modified. The Town Attorney, the Counsel to the Supervisor, and the Counsel to the Town Board shall decide if the item is substantially modified. Two of the three aforementioned persons must sign the item and affirmatively state (s)he deems it substantially modified from the indefinitely postponed or tabled item. An item may not be calendared or moved before the Board as a substantially modified item without the aforementioned two signatures and statements. Compliance with this section is required for items offered as urgent or of an emergency nature as described in IV(E). This rule shall also apply to any currently indefinitely postponed or tabled item.

**VII. Provisions Applicable to Town Board Meetings Generally**

A. Members of the public desiring to address the Board, either during a formal session or after adjournment, shall indicate their desire by furnishing the Board, on a form which the Board shall make available at every meeting, with their name, address and the matter on which they would like to be heard. Where applicable, the form shall also indicated whether the person seeking to address the board is in favor of or opposed to the action proposed to be taken by the Board.

- 1. Persons shall be called upon to speak in an order to be determined by the Presiding Officer and shall limit their remarks to three minutes or less. Additional information sought to be brought before the Board may be done so in writing.
- 2. Individuals addressing the Board shall direct their comments to the Presiding Officer.
- 3. Members of the public may address the Board once per item and must keep their remarks relevant to the item under discussion. The decision whether a speaker's remarks are relevant to the item under discussion shall be within the sole discretion of the Presiding Officer.
- 4. When a speaker has concluded his remarks prior to the expiration of his allotted time, the balance of his time shall automatically be yielded to the Presiding Officer. Time may not be yielded between or among members of the public.

B. The Presiding Officer may, at any time during the course of a meeting, declare a Recess.

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<sup>3</sup> VI(D)(8) added under Resolution 478-2014, adopted 4/29/14.

C. A Recess may also be declared by a Member other than the Presiding Officer. No Member, other than the Presiding Officer, may declare a Recess more than once per meeting.

D. The use of handheld sound or video recording devices by the public shall be permitted unless such devices or their use interrupt or otherwise interfere with the orderly conduct of the meeting or with the ability of the public to see or hear the proceedings.

E. The Presiding Officer may order anyone who violates these procedures to leave the meeting room. If the person so ordered refuses to leave, the Presiding Officer may direct any law enforcement officer present to remove the offending person from the meeting room.

### **VIII. Conduct of Public Hearings**

A. Public hearings shall be called in the order in which they appear on the calendar *provided, however,* that the Presiding Officer may direct the Clerk to call a matter out of order for the purpose of entertaining a motion to adjourn or to withdraw with respect to the matter.

B. The Presiding Officer shall, at every public hearing, provide opportunities to be heard as follows:

1. First, to the Applicant, Petitioner, or Movant or to the Applicant's, Petitioner's or Movant's representative(s) for the purpose of presenting the application, petition or motion;
2. Second, to Members of the public;
3. Third, to the Applicant, Petitioner or Movant or to the Applicant's, Petitioner's or Movant's representative(s) for the purpose of responding to issues raised by members of the public.

### **IX. Administrative Calendar Procedure**

A. Upon the conclusion of the items referred to in sections V(A) (1)-(5), the Presiding Officer shall direct the Clerk to call the Administrative Calendar and shall ask for a motion thereon. The Clerk shall then state, "We have Administrative Items \_\_\_ through \_\_\_" and the Presiding Officer shall then ask for a motion.

B. Any Member of the Board may demand that one or more Administrative Items be considered separate and apart from the others by making a demand for severance. Such a demand is made by stating, "I ask that item \_\_\_ be severed from the administrative calendar" or "I ask that items \_\_\_, \_\_\_ and \_\_\_ be severed from the Administrative Calendar."

C. A demand for severance shall take precedence over any motion made with respect to the entire Administrative Calendar.

D. Any item which is subject of a demand for severance shall be considered by the Board separate and apart from every other item on the Administrative Calendar.

E. No vote shall be taken on a motion with respect to the entire Administrative Calendar until the Presiding Officer is satisfied that no Member wishes to make a demand for severance.

F. Upon conclusion of the Board's consideration of Administrative Items which appear on the calendar and which have not been severed, and only upon conclusion of such consideration, the Presiding Officer shall entertain motions concerning items which have been severed pursuant to section IX(B), *supra*.

G. Upon conclusion of the Board's consideration of all Administrative Items which appear on the calendar (including those which have been severed), and only upon conclusion of such consideration, the moving of items pursuant to section IV (E), *supra*, shall be in order.



H. Public comment on Administrative Items shall be in order after the item under discussion has been moved and seconded.

**X. Definitions**

As used herein, the following terms have the meanings indicated:

The “Administrative Calendar” is that portion of the Published town board calendar dealing with Administrative Items;

“Administrative Items” are proposed resolutions which may be adopted without a public hearing;

The “Applicant, Petitioner or Movant” refers to the individual who has brought a matter before the Board which matter is the subject of the public hearing at hand;

“Appropriate Disclosure” means, in the case of an item pending before the Board and involving a partnership or corporation, information regarding the natural persons who have an interest in the item. Such information must be sufficiently detailed and in a form which is satisfactory to the Town Attorney or his designee. Where the involved entity is a corporation the shares of which are publicly traded, disclosure should indicate such and should identify the exchange on which such trading takes place.

An “Approval Copy” is a copy of a proposed resolution bearing the dated signature of the Town Attorney (or his designee) under the words “Approved as to Form” and, where the resolution authorizes an expenditure or transfer of funds, the Town Comptroller (or his designee) under the words “Approved as to available Funds.”

The “Board” is the town board of the Town of Hempstead. As used herein, the term “Board” includes the councilmembers and the supervisor;

The “Clerk” is the clerk of the Town of Hempstead or, in his absence, his deputy;

The terms “he,” and “his,” as used herein, include the female gender.

The term “Member” refers to the councilmembers and the supervisor;

The term “Member of the public” does not include the Board Applicants, Petitioners or Movants of items then before the Board or representatives of Applicants, Petitioners or Movants of items then before the Board.

The “Presiding Officer” is the supervisor, or in his absence the deputy supervisor, or in his absence, another Member designated by the Board to act as Temporary Presiding Officer;

An item is “Published” when it is delivered to the Town Hall offices of the Members; and

A “Recess” is a period during which no action may be taken nor testimony given.

\* \* \* \* \*

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

Item # 52

Case # 7

CASE NO. 29973

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION CALLING A PUBLIC HEARING ON A PROPOSED LOCAL LAW TO AMEND CHAPTER 202 OF THE CODE OF THE TOWN OF HEMPSTEAD TO INCLUDE AND REPEAL "REGULATIONS & RESTRICTIONS" TO LIMIT PARKING AT VARIOUS LOCATIONS.

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

WHEREAS, it appears to be in the public interest to consider the enactment of a local law amending Chapter 202 of the Code of the Town of Hempstead entitled "REGULATIONS & RESTRICTIONS" to limit parking at various locations; and

WHEREAS, has introduced a proposed local law known as Intro. No. 74-2018, 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 September 20, 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. 74-2018, 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:

Case # 29973

Item # 54

## 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 20<sup>th</sup> day of September, 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:

- |                             |   |
|-----------------------------|---|
| ELMONT<br>Section 202-19    | HERALD AVENUE (TH 291/18) North Side - ONE HOUR PARKING 10AM to 7PM - starting at a point 20 feet west of the west curbline of Meacham Avenue west for a distance of 40 feet.   |
| LEVITTOWN<br>Section 202-23 | SLATE LANE (TH 289/18) South Side - NO STOPPING 8AM TO 8PM - JUNE 1 <sup>st</sup> to SEPTEMBER 15 <sup>th</sup> - starting at a point 277 feet east of the east curbline of Gardiners Avenue east for a distance of 20 feet.                                    |
| OCEANSIDE<br>Section 202-13 | BEDELL STREET (TH 299/18) South Side - NO PARKING 8AM TO 4PM TUESDAY & THURSDAY EXCEPT HOLIDAYS - starting at a point 25 feet east of the east curbline of Washington Avenue east to a point 25 feet west of the west curbline of Rockville Centre Pkwy.        |
|                             | BEDELL STREET (TH 299/18) North Side - NO PARKING 8AM TO 4PM MONDAY, WEDNESDAY, FRIDAY EXCEPT HOLIDAYS - starting at a point 25 feet east of the east curbline of Washington Avenue east to a point 25 feet west of the west curbline of Rockville Centre Pkwy. |
| ROOSEVELT<br>Section 202-6  | BABYLON TURNPIKE (TH 310/18) West Side - ONE HOUR PARKING 7AM TO 7PM EXCEPT SUNDAYS AND HOLIDAYS - starting at a point 22 feet north of the north curbline of Pleasant Avenue then north for a distance of 240 feet.  |
|                             | BABYLON TURNPIKE (TH 310/18) West Side - ONE HOUR PARKING 7AM TO 7PM EXCEPT SUNDAYS AND HOLIDAYS - starting at a point 440 feet north of the north curbline of Pleasant Avenue then north for a distance of 112 feet.   |

BABYLON TURNPIKE (TH 310/18) West Side - ONE HOUR PARKING 7AM TO 7PM EXCEPT SUNDAYS AND HOLIDAYS - starting at a point 27 feet south of the south curbline of East Fulton Avenue then south for a distance of 403 feet.

EAST FULTON AVENUE (TH 290/18) North Side - NO STOPPING ANYTIME MONDAY TO WEDNESDAY - starting at a point 30 feet east of the east curbline of Stevens Street then east for a distance of 50 feet.

WOODMERE  
Section 202-17

PROSPECT AVENUE (TH 322/18) East Side - ONE HOUR PARKING 8AM TO 6PM - starting at a point 106 feet south of the south curbline of Cedar Lane south for a distance of 112 feet.

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

BELLMORE  
Section 202-15

CLARENDONE AVENUE (TH 274/72) North Side - TWO HOUR PARKING 7AM TO 7PM EXCEPT SUNDAYS AND HOLIDAYS - starting at a point 210 feet west of the west curbline of Washington Avenue west to a point 30 feet east of the east curbline of Centre Avenue (Adopted 6/27/72)

LEVITTOWN  
Section 202-23

SLATE LANE (TH 429/76) South Side - NO PARKING 8 AM TO 8 PM JUNE 1<sup>st</sup> to SEPTEMBER 15<sup>th</sup> - starting at a point 240 feet east of the east curbline of Gardiners Avenue east for a distance of 50 feet. (Adopted 10/19/76)

OCEANSIDE  
Section 202-13

BEDELL STREET (TH 239/69) North Side - NO PARKING 8AM to 4PM TUESDAY AND THURSDAY EXCEPT HOLIDAYS - from the east curbline of Washington Avenue east to the west curbline of Rockville Centre Parkway. (Adopted 12/16/69)

BEDELL STREET (TH 239/69) South Side - NO PARKING 8AM TO 4PM MONDAY, WEDNESDAY AND FRIDAY EXCEPT HOLIDAYS - from the east curbline of Washington Avenue east to the west curbline of Rockville Centre Parkway (Adopted 12/16/69)

ROOSEVELT  
Section 202-6

BABYLON TURNPIKE (TH 660/76) West Side - ONE HOUR PARKING 7AM TO 7PM EXCEPT SUNDAYS AND HOLIDAYS - from the south curbline of East Fulton Avenue south to a point 88 feet south of a point opposite the south curbline of Frederick Avenue (Adopted 5/24/77)

BABYLON TURNPIKE (TH 660/76) West Side -  
ONE HOUR PARKING 7AM TO 7PM EXCEPT  
SUNDAYS AND HOLIDAYS - starting at a  
point 196 feet south of a point opposite  
the south curblineline of Frederick Avenue  
south to the north curblineline of Pleasant  
Avenue. (Adopted 5/24/77)

WOODMERE  
Section 202-17

PROSPECT AVENUE (TH 70/18) East Side -  
ONE HOUR PARKING 8AM TO 6PM - starting at  
a point 60 feet south of the south  
curblineline of Cedar Lane south for a  
distance of 152 feet. (Adopted 6/5/18)

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

Dated: September 4, 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 fifty seven of two thousand eighteen is hereby amended by including therein "REGULATIONS AND RESTRICTIONS" to limit parking at the following locations:

ELMONT  
Section 202-19

HERALD AVENUE (TH 291/18) North Side – ONE HOUR PARKING 10AM to 7PM – starting at a point 20 feet west of the west curbline of Meacham Avenue west for a distance of 40 feet.

LEVITOWN  
Section 202-23

SLATE LANE (TH 289/18) South Side – NO STOPPING 8AM TO 8PM – JUNE 1<sup>st</sup> to SEPTEMBER 15<sup>th</sup> – starting at a point 277 feet east of the east curbline of Gardiners Avenue east for a distance of 20 feet.

OCEANSIDE  
Section 202-13

BEDELL STREET (TH 299/18) South Side – NO PARKING 8AM TO 4PM TUESDAY & THURSDAY EXCEPT HOLIDAYS – starting at a point 25 feet east of the east curbline of Washington Avenue east to a point 25 feet west of the west curbline of Rockville Centre Pkwy.

BEDELL STREET (TH 299/18) North Side – NO PARKING 8AM TO 4PM MONDAY, WEDNESDAY, FRIDAY EXCEPT HOLIDAYS – starting at a point 25 feet east of the east curbline of Washington Avenue east to a point 25 feet west of the west curbline of Rockville Centre Pkwy.

ROOSEVELT  
Section 202-6

BABYLON TURNPIKE (TH 310/18) West Side – ONE HOUR PARKING 7AM TO 7PM EXCEPT SUNDAYS AND HOLIDAYS – starting at a point 22 feet north of the north curbline of Pleasant Avenue then north for a distance of 240 feet.

BABYLON TURNPIKE (TH 310/18) West Side – ONE HOUR PARKING 7AM TO 7PM EXCEPT SUNDAYS AND HOLIDAYS – starting at a point 440 feet north of the north curbline of Pleasant Avenue then north for a distance of 112 feet.

BABYLON TURNPIKE (TH 310/18) West Side – ONE HOUR PARKING 7AM TO 7PM EXCEPT SUNDAYS AND HOLIDAYS – starting at a point 27 feet south of the south curbline of East Fulton Avenue then south for a distance of 403 feet.

EAST FULTON AVENUE (TH 290/18) North Side – NO STOPPING ANYTIME MONDAY TO WEDNESDAY – starting at a point 30 feet east of the east curbline of Stevens Street then east for a distance of 50 feet.

WOODMERE  
Section 202-17

PROSPECT AVENUE (TH 322/18) East Side – ONE HOUR PARKING 8AM TO 6PM – starting at a point 106 feet south of the south curbline of Cedar Lane south for a distance of 112 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 fifty seven of two thousand eighteen is hereby amended by repealing therein "REGULATIONS AND RESTRICTIONS" to limit parking at the following locations:

**BELLMORE**  
Section 202-15

**CLARENDONE AVENUE (TH 274/72) North Side – TWO HOUR PARKING 7AM TO 7PM EXCEPT SUNDAYS AND HOLIDAYS – starting at a point 210 feet west of the west curblineline of Washington Avenue west to a point 30 feet east of the east curblineline of Centre Avenue (Adopted 6/27/72)**

**LEVITTOWN**  
Section 202-23

**SLATE LANE (TH 429/76) South Side – NO PARKING 8 AM TO 8 PM JUNE 1<sup>st</sup> to SEPTEMBER 15<sup>th</sup> – starting at a point 240 feet east of the east curblineline of Gardiners Avenue east for a distance of 50 feet. (Adopted 10/19/76)**

**OCEANSIDE**  
Section 202-13

**BEDELL STREET (TH 239/69) North Side – NO PARKING 8AM to 4PM TUESDAY AND THURSDAY EXCEPT HOLIDAYS – from the east curblineline of Washington Avenue east to the west curblineline of Rockville Centre Parkway. (Adopted 12/16/69)**

**BEDELL STREET (TH 239/69) South Side – NO PARKING 8AM TO 4PM MONDAY, WEDNESDAY AND FRIDAY EXCEPT HOLIDAYS – from the east curblineline of Washington Avenue east to the west curblineline of Rockville Centre Parkway (Adopted 12/16/69)**

**ROOSEVELT**  
Section 202-6

**BABYLON TURNPIKE (TH 660/76) West Side – ONE HOUR PARKING 7AM TO 7PM EXCEPT SUNDAYS AND HOLIDAYS – from the south curblineline of East Fulton Avenue south to a point 88 feet south of a point opposite the south curblineline of Frederick Avenue (Adopted 5/24/77)**

**BABYLON TURNPIKE (TH 660/76) West Side – ONE HOUR PARKING 7AM TO 7PM EXCEPT SUNDAYS AND HOLIDAYS – starting at a point 196 feet south of a point opposite the south curblineline of Frederick Avenue south to the north curblineline of Pleasant Avenue. (Adopted 5/24/77)**

**WOODMERE**  
Section 202-17

**PROSPECT AVENUE (TH 70/18) East Side – ONE HOUR PARKING 8AM TO 6PM – starting at a point 60 feet south of the south curblineline of Cedar Lane south for a distance of 152 feet. (Adopted 6/5/18)**

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



CASE NO. 29974

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION CALLING A PUBLIC HEARING ON A PROPOSED LOCAL LAW TO AMEND SECTION 202-1 OF THE CODE OF THE TOWN OF HEMPSTEAD TO INCLUDE AND REPEAL "PARKING OR STANDING 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 Section 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. 75-2018, Print No. 1 to amend the said Section 202-1 of the Code of the Town of Hempstead to include and repeal "PARKING OR STANDING PROHIBITIONS" at various locations; NOW, THEREFORE, BE IT

RESOLVED, that a public hearing be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York on September 20, 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. 75-2018, Print No. 1, to amend Chapter 202-1 of the Code of the Town of Hempstead to include and repeal "PARKING OR STANDING PROHIBITIONS" at various locations; and, BE IT FURTHER

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

*Case # 29974*  

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*Item # 54*

**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 20<sup>th</sup> day of September, 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 NEWBRIDGE ROAD (TH 254/18) West Side  
- NO STOPPING HERE TO CORNER -  
starting at the north curbline of  
Howell Street north for a distance of  
60 feet.

NEWBRIDGE ROAD (TH 319/18) West Side  
- NO PARKING ANYTIME - starting at  
the north curbline of Nassau Street  
north for a distance of 60 feet.

EAST ATLANTIC BEACH PARK STREET (TH 272/18) North Side -  
NO STOPPING ANYTIME - starting at a  
point 126 feet east of the east  
curbline of Mohawk Avenue east for a  
distance of 36 feet.

PARK STREET (TH 272/18) North Side -  
NO STOPPING ANYTIME - starting at a  
point 140 feet east of the east  
curbline of Buffalo Avenue east for a  
distance of 20 feet.

PARK STREET (TH 272/18) North Side -  
NO STOPPING ANYTIME - starting at a  
point 127 feet east of the east  
curbline of Trenton Avenue east for a  
distance of 24 feet.

PARK STREET (TH 272/18) North Side -  
NO STOPPING ANYTIME - starting at a  
point 122 feet west of the west  
curbline of Mohawk Avenue west for a  
distance of 18 feet.

ELMONT

MEACHAM AVENUE (TH 291/18) West Side  
- NO STOPPING HERE TO CORNER -  
starting at the north curblineline of  
Herald Avenue north for 48 feet.

MEACHAM AVENUE (TH 291/18) West Side  
- NO STOPPING HERE TO CORNER -  
starting at the south curblineline of  
Herald Avenue south for 25 feet.

HERALD AVENUE (TH 291/18) North Side  
- NO STOPPING HERE TO CORNER -  
starting at the west curblineline of  
Meacham Avenue west for 20 feet.

HERALD AVENUE (TH 291/18) South Side  
- NO STOPPING HERE TO CORNER -  
starting at the west curblineline of  
Meacham Avenue west for 25 feet.

FRANKLIN SQUARE

DOGWOOD AVENUE (TH 297/18) West Side  
- NO STOPPING HERE TO CORNER -  
starting at the north curblineline of  
Cornell Road North for 60 feet.

DOGWOOD AVENUE (TH 297/18) West Side  
- NO STOPPING HERE TO CORNER -  
starting at the south curblineline of  
Cornell Road South for 50 feet.

LEVITTOWN

SLATE LANE (TH 189/18) South Side -  
NO STOPPING ANYTIME - starting at a  
point 240 feet east of the east  
curblineline of Gardiners Avenue east for  
a distance of 37 feet.

MALVERNE

MORRIS AVENUE (TH 288/18) South Side  
- NO STOPPING HERE TO CORNER -  
starting at the east curblineline of  
Dogwood Avenue east for a distance of  
35 feet.

MORRIS AVENUE (TH 288/18) North Side  
- NO STOPPING HERE TO CORNER -  
starting at the east curblineline of  
Dogwood Avenue east for a distance of  
30 feet.

MERRICK

CAMP AVENUE (TH 259/18) South Side -  
NO STOPPING ANYTIME - starting at a  
point 36 feet west of the west  
curblineline of Arms Avenue west for a  
distance of 120 feet.

JERUSALEM AVENUE (TH 333/18) South  
Side - NO PARKING ANYTIME - starting  
at a point 282 feet east of the east  
curblineline of Little Whaleneck Road  
east for a distance of 77 feet.

LANSDOWNE PLACE (TH 340/18) West Side  
- NO PARKING ANYTIME - starting at a  
point 115 feet south of the south  
curbline of Lansdowne Avenue south  
for a distance of 136 feet.

OCEANSIDE

BEDELL STREET (TH 299/18) South Side  
- NO STOPPING HERE TO CORNER -  
starting from the east curbline of  
Washington Avenue east for a distance  
of 25 feet.

BEDELL STREET (TH 299/18) North Side  
- NO STOPPING HERE TO CORNER -  
starting from the east curbline of  
Washington Avenue east for a distance  
of 25 feet.

BEDELL STREET (TH 299/18) North Side  
- NO STOPPING HERE TO CORNER -  
starting from the west curbline of  
Rockville Centre Pkwy. west for a  
distance of 25 feet.

BEDELL STREET (TH 299/18) South Side  
- NO STOPPING HERE TO CORNER -  
starting from the west curbline of  
Rockville Centre Pkwy. west for a  
distance of 25 feet.

OCEANSIDE ROAD (TH 315/18) West Side  
- NO STOPPING HERE TO CORNER -  
starting from the north curbline of  
Henrietta Avenue north for a distance  
of 30 feet.

ROOSEVELT

EAST FULTON AVENUE (TH 290/18) North  
Side - NO STOPPING HERE TO CORNER -  
starting at the east curbline of  
Stevens Street east for a distance of  
30 feet.

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

BELLMORE

NEWBRIDGE ROAD (TH 85/97) West Side -  
NO STOPPING HERE TO CORNER - starting  
at the north curbline of Howell  
Street north for a distance of  
30 feet. (Adopted 11/18/97)

MERRICK

LANSDOWNE PLACE (TH 430/76) West Side  
- NO PARKING ANYTIME - starting at a  
point 114 feet south of the south  
curbline of Lansdowne Avenue south to  
its termination. (Adopted 10/19/76)

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

Dated: September 4, 2018  
Hempstead, New York

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF HEMPSTEAD

LAURA A. GILLEN  
Supervisor

SYLVIA A. CABANA  
Town Clerk

## Town of Hempstead

A local law to amend Section two hundred two dash one of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine, to include and repeal "PARKING OR STANDING PROHIBITIONS" at various locations.

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

Section 1. Section two hundred two dash one of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine, said Section last amended by local law number fifty eight of two thousand eighteen is hereby amended by including therein "PARKING OR STANDING PROHIBITIONS" at the following locations:

**BELLMORE**

**NEWBRIDGEROAD (TH 254/18) West Side – NO STOPPING HERE TO CORNER – starting at the north curbline of Howell Street north for a distance of 60 feet.**

**NEWBRIDGE ROAD (TH 319/18) West Side – NO PARKING ANYTIME – starting at the north curbline of Nassau Street north for a distance of 60 feet.**

**EAST ATLANTIC BEACH**

**PARK STREET (TH 272/18) North Side – NO STOPPING ANYTIME – starting at a point 126 feet east of the east curbline of Mohawk Avenue east for a distance of 36 feet.**

**PARK STREET (TH 272/18) North Side – NO STOPPING ANYTIME – starting at a point 140 feet east of the east curbline of Buffalo Avenue east for a distance of 20 feet.**

**PARK STREET (TH 272/18) North Side – NO STOPPING ANYTIME – starting at a point 127 feet east of the east curbline of Trenton Avenue east for a distance of 24 feet.**

**PARK STREET (TH 272/18) North Side – NO STOPPING ANYTIME – starting at a point 122 feet west of the west curbline of Mohawk Avenue west for a distance of 18 feet.**

**ELMONT**

**MEACHAM AVENUE (TH 291/18) West Side – NO STOPPING HERE TO CORNER – starting at the north curbline of Herald Avenue north for 48 feet.**

**MEACHAM AVENUE (TH 291/18) West Side – NO STOPPING HERE TO CORNER – starting at the south curbline of Herald Avenue south for 25 feet.**

**HERALD AVENUE (TH 291/18) North Side – NO STOPPING HERE TO CORNER – starting at the west curbline of Meacham Avenue west for 20 feet.**

**HERALD AVENUE (TH 291/18) South Side – NO STOPPING HERE TO CORNER – starting at the west curbline of Meacham Avenue west for 25 feet.**

**FRANKLIN SQUARE**

**DOGWOOD AVENUE (TH 297/18) West Side – NO STOPPING HERE TO CORNER – starting at the north curbline of Cornell Road North for 60 feet.**

**DOGWOOD AVENUE (TH 297/18) West Side – NO STOPPING HERE TO CORNER – starting at the south curbline of Cornell Road South for 50 feet.**

**LEVITTOWN**

**SLATE LANE (TH 189/18) South Side – NO STOPPING ANYTIME – starting at a point 240 feet east of the east curbline of Gardiners Avenue east for a distance of 37 feet.**

**MALVERNE**

**MORRIS AVENUE (TH 288/18) South Side – NO STOPPING HERE TO CORNER – starting at the east curbline of Dogwood Avenue east for a distance of 35 feet.**

**MORRIS AVENUE (TH 288/18) North Side – NO STOPPING HERE TO CORNER – starting at the east curbline of Dogwood Avenue east for a distance of 30 feet.**

**MERRICK**

**CAMP AVENUE (TH 259/18) South Side – NO STOPPING ANYTIME – starting at a point 36 feet west of the west curbline of Arms Avenue west for a distance of 120 feet.**

**JERUSALEM AVENUE (TH 333/18) South Side – NO PARKING ANYTIME – starting at a point 282 feet east of the east curbline of Little Whaleneck Road east for a distance of 77 feet.**

**LANSDOWNE PLACE (TH 340/18) West Side – NO PARKING ANYTIME – starting at a point 115 feet south of the south curbline of Lansdowne Avenue south for a distance of 136 feet.**

**OCEANSIDE**

**BEDELL STREET (TH 299/18) South Side – NO STOPPING HERE TO CORNER – starting from the east curbline of Washington Avenue east for a distance of 25 feet.**

**BEDELL STREET (TH 299/18) North Side – NO STOPPING HERE TO CORNER – starting from the east curbline of Washington Avenue east for a distance of 25 feet.**

**BEDELL STREET (TH 299/18) North Side – NO STOPPING HERE TO CORNER – starting from the west curbline of Rockville Centre Pkwy. west for a distance of 25 feet.**

**BEDELL STREET (TH 299/18) South Side – NO STOPPING HERE TO CORNER – starting from the west curbline of Rockville Centre Pkwy. west for a distance of 25 feet.**

**OCEANSIDE ROAD (TH 315/18) West Side – NO STOPPING HERE TO CORNER – starting from the north curbline of Henrietta Avenue north for a distance of 30 feet.**

**ROOSEVELT**

**EAST FULTON AVENUE (TH 290/18) North Side – NO STOPPING HERE TO CORNER – starting at the east curbline of Stevens Street east for a distance of 30 feet.**

Section 2. Section two hundred two dash one of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine, said Section last amended by local law number fifty eight of two thousand eighteen is hereby amended by repealing therein “PARKING OR STANDING PROHIBITIONS” at the following locations:

**BELLMORE**

**NEWBRIDGE ROAD (TH 85/97) West Side – NO STOPPING HERE TO CORNER – starting at the north curbline of Howell Street north for a distance of 30 feet. (Adopted 11/18/97)**

**MERRICK**

**LANSDOWNE PLACE (TH 430/76) West Side – NO PARKING ANYTIME – starting at a point 114 feet south of the south curbline of Lansdowne Avenue south to its termination. (Adopted 10/19/76)**

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

CASE NO. 29975

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. 76-2018, 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 September 20, 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. 76-2018, 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:

*Case # 29975*

*Item # 55*



**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 20<sup>th</sup> day of September, 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:

- BALDWIN                      LAKESIDE DRIVE (TH 330/18) STOP - all traffic traveling eastbound on Glover Place shall come to a full stop.
- LAKESIDE DRIVE (TH 330/18) STOP - all traffic traveling eastbound on Silver Lake Place shall come to a full stop.
- LAKESIDE DRIVE (TH 330/18) STOP - all traffic traveling westbound on Silver Lake Place shall come to a full stop.
- NASSAU PARKWAY (TH 301/18) STOP - all traffic approaching southbound on Soper Avenue shall come to a full stop.
- WATEREDGE AVENUE (TH 301/18) STOP - all traffic approaching northbound on Soper Avenue shall come to a full stop.
- BELLMORE                      LOCUST AVENUE (TH 294/18) STOP - all traffic traveling northbound on Melissa Lane (west leg) shall come to a full stop.
- FRANKLIN SQUARE              COMMONWEALTH STREET (TH 307/18) STOP - all traffic traveling eastbound on Naple Avenue shall come to a full stop.
- COMMONWEALTH STREET (TH 307/18) STOP - all traffic traveling westbound on Naple Avenue shall come to a full stop.
- INWOOD                         DOUGHTY BLVD (TH 298/18) STOP - all motorists traveling eastbound on Inip Drive shall come to a full stop.
- LEVITTOWN                      ROBIN LANE (TH 320/18) STOP - all traffic traveling southbound on Bayberry Lane shall come to a full stop.

BAYBERRY LANE (TH 320/18) STOP - all traffic traveling eastbound on Robin Lane shall come to a full stop.

LIDO BEACH RICHMOND ROAD (TH 316/18) STOP - all motorists traveling southbound on Carousel Lane shall come to a full stop.

LYNBROOK BROADWAY (TH 276/18) STOP - all traffic approaching northbound on Linden Avenue shall come to a full stop.

CENTRAL PLACE (TH 276/18) STOP - all traffic approaching southbound on Linden Avenue shall come to a full stop.

CENTRAL PLACE (TH 276/18) STOP - all traffic approaching northbound on Linden Avenue shall come to a full stop.

OCEANSIDE Entrance to Oceanside High School (TH 25/18) STOP - all motorists traveling northbound on Skillman Avenue shall come to a full stop.

Entrance to Oceanside High School (TH 25/18) STOP - all motorists traveling southbound on Skillman Avenue shall come to a full stop.

WANTAGH TWIN LANE EAST (TH 255/18) STOP - all traffic traveling westbound on Judith Court shall come to a full stop.

WEST HEMPSTEAD WADLEIGH AVENUE (TH 349/17) STOP - all traffic approaching northbound on Park Avenue shall come to a full stop.

WADLEIGH AVENUE (TH 349/17) STOP - all traffic approaching southbound on Park Avenue shall come to a full stop.

(NR) WESTBURY PAGE LANE (TH 329/18) STOP - all traffic traveling northbound on Port Lane shall come to a full stop.

STEWART AVENUE (TH 300/18) STOP - all traffic traveling northbound on Pleasant Avenue shall come to a full stop.

STEWART AVENUE (TH 300/18) STOP - all traffic traveling northbound on Cabot Lane shall come to a full stop.

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

Dated: September 4, 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 fifty nine of two thousand eighteen is hereby amended by including therein "ARTERIAL STOPS" at the following locations:

**BALDWIN**

LAKESIDE DRIVE (TH 330/18) STOP – all traffic traveling eastbound on Glover Place shall come to a full stop.

LAKESIDE DRIVE (TH 330/18) STOP – all traffic traveling eastbound on Silver Lake Place shall come to a full stop.

LAKESIDE DRIVE (TH 330/18) STOP – all traffic traveling westbound on Silver Lake Place shall come to a full stop.

NASSAU PARKWAY (TH 301/18) STOP – all traffic approaching southbound on Soper Avenue shall come to a full stop.

WATEREDGE AVENUE (TH 301/18) STOP – all traffic approaching northbound on Soper Avenue shall come to a full stop.

**BELLMORE**

LOCUST AVENUE (TH 294/18) STOP – all traffic traveling northbound on Melissa Lane (west leg) shall come to a full stop.

**FRANKLIN SQUARE**

COMMONWEALTH STREET (TH 307/18) STOP – all traffic traveling eastbound on Naples Avenue shall come to a full stop.

COMMONWEALTH STREET (TH 307/18) STOP – all traffic traveling westbound on Naples Avenue shall come to a full stop.

**INWOOD**

DOUGHTY BLVD (TH 298/18) STOP – all motorists traveling eastbound on Inip Drive shall come to a full stop.

**LEVITTOWN**

ROBIN LANE (TH 320/18) STOP – all traffic traveling southbound on Bayberry Lane shall come to a full stop.

BAYBERRY LANE (TH 320/18) STOP – all traffic traveling eastbound on Robin Lane shall come to a full stop.

**LIDO BEACH**

RICHMOND ROAD (TH 316/18) STOP – all motorists traveling southbound on Carousel Lane shall come to a full stop.

**LYNBROOK**

BROADWAY (TH 276/18) STOP – all traffic approaching northbound on Linden Avenue shall come to a full stop.

CENTRAL PLACE (TH 276/18) STOP – all traffic approaching southbound on Linden Avenue shall come to a full stop.

CENTRAL PLACE (TH 276/18) STOP – all traffic approaching northbound on Linden Avenue shall come to a full stop.

**OCEANSIDE**

Entrance to Oceanside High School (TH 25/18) STOP – all motorists traveling northbound on Skillman Avenue shall come to a full stop.

Entrance to Oceanside High School (TH 25/18) STOP – all motorists traveling southbound on Skillman Avenue shall come to a full stop.

**WANTAGH**

TWIN LANE EAST (TH 255/18) STOP – all traffic traveling westbound on Judith Court shall come to a full stop.

**WEST HEMPSTEAD**

WADLEIGH AVENUE (TH 349/17) STOP – all traffic approaching northbound on Park Avenue shall come to a full stop.

WADLEIGH AVENUE (TH 349/17) STOP – all traffic approaching southbound on Park Avenue shall come to a full stop.

**(NR) WESTBURY**

PAGE LANE (TH 329/18) STOP – all traffic traveling northbound on Port Lane shall come to a full stop.

STEWART AVENUE (TH 300/18) STOP – all traffic traveling northbound on Pleasant Avenue shall come to a full stop.

STEWART AVENUE (TH 300/18) STOP – all traffic traveling northbound on Cabot Lane shall come to a full stop.

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

CASE NO. 29976

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION CALLING A PUBLIC HEARING ON A PROPOSED LOCAL LAW TO AMEND SECTION 202-53 OF THE CODE OF THE TOWN OF HEMPSTEAD TO INCLUDE "LOADING ZONES" AT VARIOUS LOCATIONS.

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

WHEREAS, it appears to be in the public interest to consider the enactment of a local law amending Section 202-53 of the Code of the Town of Hempstead entitled "LOADING ZONES" at various locations; and

WHEREAS, has introduced a proposed local law known as Intro. No. 77-2018, Print No. 1 to amend the said Section 202-53 of the Code of the Town of Hempstead to include "LOADING ZONES" at various locations; NOW, THEREFORE, BE IT

RESOLVED, that a public hearing be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York on September 20, 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. 77-2018, Print No. 1, to amend Sections 202-53 of the Code of the Town of Hempstead to include "LOADING ZONES" 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:

*Case # 29976*

*Item # 56*



Town of Hempstead

A local law to amend Section two hundred and two dash fifty three of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine, to include "LOADING ZONES" at various locations.

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

Section 1. Section two hundred and two dash fifty three 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 forty three of two thousand eighteen is hereby amended by including therein "LOADING ZONES" at the following locations:

ROOSEVELT

BABYLON TURNPIKE (TH 310/18) West Side – NO PARKING LOADING ZONE – starting at a point 266 feet north of the north curblineline of Pleasant Avenue then north for a distance of 180 feet.

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





HOLLAND AVENUE - east side, starting at a point 213 feet south of the south curbline of Hempstead Turnpike, south for a distance of 20 feet.  
(TH-267/18)

FRANKLIN SQUARE

BARRYMORE BLVD. - east side, starting at a point 138 feet south of the south curbline of Tulip Avenue, south for a distance of 20 feet.  
(TH-256/18)

CATHEDRAL AVENUE - north side, starting at a point 78 feet west of the west curbline of New Hyde Park Road, west for a distance of 17 feet.  
(TH-274/18)

INWOOD

WALCOTT AVENUE - west side, starting at a point 157 feet south of the south curbline of Merrill Place, following the curve, then east for a distance of 20 feet.  
(TH-258/18)

ROOSEVELT

LINDEN PLACE - north side, starting at a point 40 feet west of the west curbline of Conlon Road, then west for a distance of 20 feet.  
(TH-215/18)

WOODS AVENUE - south side, starting at a point 268 feet west of the west curbline of Gilbert Place, then west for a distance of 20 feet.  
(TH-224/18)

EAST ROOSEVELT AVENUE - south side, starting at a point 118 feet west of the west curbline of Park Avenue, then west for a distance of 20 feet.  
(TH-234/18)

WOODMERE

EDWARD AVENUE - west side, starting at a point 270 feet south of the south curbline of Emerson Street, south for a distance of 20 feet.  
(TH-271/18)

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

ELMONT

NORFOLK DRIVE WEST - south side, starting at a point 25 feet west of the west curblineline of Ely Court, west for a distance of 40 feet.

(TH-270/08 - 8/05/08) (TH-277/18)

WEST HEMPSTEAD

OAK STREET - north side, starting at a point 482 feet west of the west curblineline of Morton Avenue, west for a distance of 24 feet.

(TH-251/90 - 10/16/90) (TH-199/18)

; 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 20<sup>th</sup> day of September, 2018, at 10:30 o'clock in the forenoon of that day, to consider the adoption of a resolution setting aside certain parking spaces for motor vehicles for the sole use of holders of special parking permits issued by the County of Nassau to physically handicapped persons at the following locations:

**BELLMORE**

CENTRE AVENUE - east side, starting at a point opposite the south curblineline of Hughes Street, south for a distance of 23 feet.  
(TH-237/18)

**ELMONT**

WELLINGTON ROAD - east side, 298 feet north of the north curblineline of 106<sup>th</sup> Avenue, north for a distance of 20 feet.  
(TH-221/18)

FRANCIS COURT - west side, starting at a point 245 feet south of the south curblineline of Hancock Street, south for a distance of 18 feet.  
(TH-252/18)

HOLLAND AVENUE - east side, starting at a point 213 feet south of the south curblineline of Hempstead Turnpike, south for a distance of 20 feet.  
(TH-267/18)

**FRANKLIN SQUARE**

BARRYMORE BLVD. - east side, starting at a point 138 feet south of the south curblineline of Tulip Avenue, south for a distance of 20 feet.  
(TH-256/18)

CATHEDRAL AVENUE - north side, starting at a point 78 feet west of the west curblineline of New Hyde Park Road, west for a distance of 17 feet.  
(TH-274/18)

INWOOD

WALCOTT AVENUE - west side, starting at a point 157 feet south of the south curblineline of Merril Place, following the curve, then east for a distance of 20 feet.  
(TH-258/18)

ROOSEVELT

LINDEN PLACE - north side, starting at a point 40 feet west of the west curblineline of Conlon Road, then west for a distance of 20 feet.  
(TH-215/18)

WOODS AVENUE - south side, starting at a point 268 feet west of the west curblineline of Gilbert Place, then west for a distance of 20 feet.  
(TH-224/18)

EAST ROOSEVELT AVENUE - south side, starting at a point 118 feet west of the west curblineline of Park Avenue, then west for a distance of 20 feet.  
(TH-234/18)

WOODMERE

EDWARD AVENUE - west side, starting at a point 270 feet south of the south curblineline of Emerson Street, south for a distance of 20 feet.  
(TH-271/18)

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

ELMONT

NORFOLK DRIVE WEST - south side, starting at a point 25 feet west of the west curblineline of Ely Court, west for a distance of 40 feet.  
(TH-270/08 - 8/05/08) (TH-277/18)

WEST HEMPSTEAD

OAK STREET - north side, starting at a point 482 feet west of the west curblineline of Morton Avenue, west for a distance of 24 feet.  
(TH-251/90 - 10/16/90) (TH-199/18)

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

Dated: September 4, 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 THE ADOPTION OF TOWN OF HEMPSTEAD PUBLIC PARKING FIELD MAP 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 map, indicating traffic and parking regulations thereon; and

WHEREAS, the Commissioner of General Services has submitted parking field map 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 day of , 2018, at o'clock in the noon of that day, at which time all interested persons shall be heard on the adoption of the following public parking field map showing the adoption of two (2) of two (2) "Parking Permitted After 11 PM" signs in parking field L-11, Levittown; all in accordance with Section 80-4 of the Code of the Town of Hempstead:

LEVITTOWN  
L-11

Center Lane Parking Field  
Levittown Park District  
(TH-325/18)

and, BE IT FURTHER

RESOLVED, that the Town Clerk shall give notice of said hearing by the publication thereof in Newsday, a newspaper having a general circulation in the Town of Hempstead, once pursuant to Section 4-1 of Chapter Four of the Code of the Town of Hempstead entitled, "Local Laws: Adoption" prior to the above specified date of said hearing.

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

AYES

NOES:

Case # 16214  
Item # 58

**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) "Parking Permitted After 11 PM" signs in parking field L-11, Levittown; 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 20<sup>th</sup> day of September, 2018, at 10:30 o'clock in the forenoon of that day, to consider the adoption of the following revised public parking field maps:

**LEVITTOWN**  
**L-11**

Center Lane Parking Field  
Levittown Park District  
(TH-325/18)

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:** September 4, 2018  
Hempstead, New York

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF HEMPSTEAD

SYLVIA A. CABANA  
Town Clerk

LAURA A. GILLEN  
Supervisor

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution  
and moved its adoption:

RESOLUTION CALLING A PUBLIC HEARING ON A LOCAL LAW TO CREATE A NEW SUBSECTION "D" OF SECTION 121-4 OF CHAPTER 121 OF THE TOWN CODE, IN RELATION TO ENACTING ENHANCED SIGNAGE REQUIREMENTS FOR RETAIL SALE OF ELECTRONIC AEROSOL DELIVERY SYSTEMS (VAPES).

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 create a new Subsection "D" of Section 121-4 of Chapter 121 of the Town Code, in relation to enacting enhanced signage requirements for retail sale of electronic aerosol delivery systems (vapes); and

WHEREAS, \_\_\_\_\_ 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 20th day of September, 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 create a new Subsection "D" of Section 121-4 of Chapter 121 of the Town Code, in relation to enacting enhanced signage requirements for retail sale of electronic aerosol delivery systems (vapes); 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 #

29671

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 Thursday, the 20th day of September, 2018, at 10:30 o'clock in the forenoon of that day, to consider the enactment of a local law to create a new Subsection "D" of Section 121-4 of Chapter 121 of the Town Code, in relation to enacting enhanced signage requirements for retail sale of electronic aerosol delivery systems (vapes).

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  
September 4, 2018

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

SYLVIA A. CABANA  
Town Clerk

LAURA A. GILLEN  
Supervisor

CASE NO.

RESOLUTION NO.

RESOLUTION CALLING PUBLIC HEARING  
ON APPLICATION OF SHADYPOINT, LLC. FOR A SPECIAL  
EXCEPTION (PUBLIC GARAGE) WEST HEMPSTEAD, NEW  
YORK.

ADOPTED:

offered the following resolution and moved its  
adoption:

RESOLVED, that a public hearing be held September 20, 2018  
at 10:30 o'clock in the forenoon of that day, in the town  
Meeting Pavilion, Hempstead Town Hall, 1 Washington Street,  
Hempstead, New York, to consider the application of SHADY  
POINT, LLC. for Special Exception (Public Garage) to permit  
an operation of an automobile repair shop and automobile  
body repair in addition the installation of a spray booth  
for painting of automobiles located n/e/c Hamilton & Cherry  
Valley Aves. WEST HEMPSTEAD, 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 #

60

Case #

20541

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN, that a Public Hearing will be held by the Town Board of the Town of Hempstead, Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, on September 20, 2018 at 10:30 o'clock in the forenoon of that day for the purpose of considering the application of SHADY POINT, LLC for Special Exception (Public Garage) to permit an operation of an automobile repair shop and automobile body repair in addition the installation of a spray booth for painting of automobiles located in WEST HEMPSTEAD, New York:

A parcel property located at the intersection of the northerly side of Hamilton Ave. with the easterly side of Cherry Valley Ave. w/frontage of 140.73' on Hamilton Ave. and frontage of 88.53' on Cherry Valley Ave. with a depth of 97.93' situated West Hempstead, Town of Hempstead, County of Nassau, New York.

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

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

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

LAURA A. GILLEN  
Supervisor

SYLIVA A. CABANA  
Town Clerk

Dated:  
Hempstead, N.Y.



**NOTICE OF PUBLIC HEARING**

NOTICE HEREBY IS GIVEN, that a public hearing will be held by the Town Board of the Town of Hempstead, in the Nathan L.H. Bennett Pavilion, Hempstead Town Hall, 1 Washington Street, Village and Town of Hempstead, New York, on Thursday, the 20th day of September, 2018, at 10:30 o'clock in the forenoon of that day for the purpose of considering the petition of Shady Point, LLC for a Revocation of a Declaration of Restrictive Covenants dated December 20, 1995 affecting the following described real property located at West Hempstead, Nassau County, Town of Hempstead, New York:

"A parcel of property location at the intersection of the northerly side of Hamilton Avenue with the easterly side of Cherry Valley Avenue with a frontage of 140.73 feet on Hamilton Avenue and a frontage of 88.53 feet on Cherry Valley Avenue with a depth of 97.93 feet located at West Hempstead, County of Nassau, State of New York, also known by the street number 160 Cherry Valley Avenue, West Hempstead, New York"

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

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

Hempstead: Hempstead, New York  
September 4, 2018

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

SYLVIA A. CABANA  
Town Clerk

LAURA A. GILLEN  
Supervisor

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF CATHY ANDRADE AS  
CLERK LABORER, IN THE OFFICE OF THE  
TOWN COMPTROLLER.

On motion made by  
the following resolution was adopted upon roll call:

RESOLVED, that Cathy Andrade be and hereby is appointed  
Clerk Laborer, Non Competitive, Grade 9, Start Step (A), \$40,974, in the Office of the Town  
Comptroller, by the Town Comptroller and ratified by the Town Board of the Town of Hempstead  
effective August 27, 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 JARED AUE AS BUILDING INSPECTOR I, IN THE DEPARTMENT OF BUILDINGS 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 Jared Aue has passed the examination for the position of Building Inspector I, Civil Service List No. 60-297, and is eligible for appointment thereto, NOW, THEREFORE, BE IT.

RESOLVED, that Jared Aue be and hereby is appointed Building Inspector I, Competitive, Permanent, Grade 16, Start Step (A), \$50,858, in the Department of Buildings, from the civil service list, by the Commissioner of the Department of Buildings and ratified by the Town Board of the Town of Hempstead effective August 31, 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 RONALD BEECHLER AS  
MINI-BUS DRIVER IN THE DEPARTMENT OF  
SENIOR ENRICHMENT.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that Ronald Beechler be and hereby is appointed  
Mini-Bus Driver, Non Competitive, Grade 10, Start Step (A), \$42,149, in the Department of Senior  
Enrichment, by the Commissioner of the Department of Senior Enrichment and ratified by the Town  
Board of the Town of Hempstead effective September 5, 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 MATTHEW BISCARDI AS  
LANDSCAPE ARCHITECT II, IN THE  
DEPARTMENT OF PARKS AND RECREATION,  
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 Matthew Biscardi has passed the examination for the position Landscape Architect II, Civil Service List No. 77-471, and is eligible for appointment thereto, NOW, THEREFORE BE IT

RESOLVED, that Matthew Biscardi, now serving as Landscape Architect II, Competitive, Provisional, in the Department of Parks and Recreation, be and hereby is appointed Landscape Architect II, Competitive, Permanent, with no change in salary, by the Commissioner of the Department of Parks and Recreation and ratified by the Town Board of the Town of Hempstead effective September 5, 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 SHEILA DAUSCHER AS  
CLERK IV, IN THE DEPARTMENT OF  
HIGHWAY BUDGET CODE 5010, 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 Sheila Dauscher has passed the examination for the position of Clerk IV, Civil  
Service List No. 77265, and is eligible for appointment thereto, NOW, THEREFORE, BE IT

RESOLVED, that Sheila Dauscher, now serving as Clerk III, Competitive,  
Permanent, in the Department of Highway Budget Code 5010, be and hereby is appointed Clerk IV,  
Competitive, Permanent, Grade 17, Step 11 (L), \$89,233, from the civil service list, by the  
Commissioner of the Department of Highway and ratified by the Town Board of the Town of  
Hempstead effective September 5, 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 MICHAEL  
FRICCHIONE AS DIRECTOR OF  
COMMUNICATIONS, IN THE OFFICE OF  
THE SUPERVISOR.

On motion made by  
the following resolution was adopted upon roll call:

WHEREAS, Michael Fricchione has resigned his position as  
Press Secretary, in the Office of the Supervisor, NOW, BE IT

RESOLVED, that Michael Fricchione be and hereby is appointed as  
Director of Communications, in the Office of the Supervisor, Exempt, Ungraded, at an annual  
salary of \$125,000, by the Supervisor, and ratified by the Town Board of the Town of Hempstead  
effective September 5, 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 DAVID GARDNER, AS  
MINI-BUS DRIVER, IN THE DEPARTMENT OF  
SENIOR ENRICHMENT.

On motion made by  
the following resolution was adopted upon roll call:

RESOLVED, that David Gardner be and hereby is appointed  
Mini-Bus Driver, Non Competitive, Grade 10, Start Step (A), \$42,149, in the Department of Senior  
Enrichment, by the Commissioner of the Department of Senior Enrichment and ratified by the Town  
Board of the Town of Hempstead, subject to satisfactory completion of pre-employment criteria,  
effective September 5, 2018, and BE II

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 OLIVIA HAWLEY  
AS MESSENGER, IN THE DEPARTMENT OF  
HUMAN RESOURCES.

On motion made by  
the following resolution was adopted upon roll call:

RESOLVED, that Olivia Hawley be and hereby is appointed  
Messenger, Non Competitive, Ungraded, at an annual salary of \$48,000, in the Department of Human  
Resources, by the Director of the Department of Human Resources and ratified by the Town Board of  
the Town of Hempstead, subject to satisfactory completion of pre-employment criteria, effective  
September 5, 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 PETER HEGMANN AS  
BUILDING INSPECTOR I, IN THE  
DEPARTMENT OF BUILDINGS FROM THE  
CIVIL SERVICE LIST.

On motion made by  
the following resolution was adopted upon roll call:

WHEREAS, the Town of Hempstead Civil Service Commission has certified that Peter Hegmann has passed the examination for the position of Building Inspector I, Civil Service List No. 60-297, and is eligible for appointment thereto, NOW, THEREFORE, BE IT.

RESOLVED, that Peter Hegmann be and hereby is appointed Building Inspector I, Competitive, Permanent, Grade I6, Start Step (A), \$50,858, in the Department of Buildings, from the civil service list, by the Commissioner of the Department of Buildings and ratified by the Town Board of the Town of Hempstead effective August 31, 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 JOSEPH NEHREBECKI AS  
BUILDING PLAN EXAMINER I, IN THE  
DEPARTMENT OF BUILDINGS 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 Joseph Nehrebecki has passed the examination for the position of Building Plan Examiner I, Civil Service List No. 60-295, and is eligible for appointment thereto, NOW, THEREFORE, BE IT.

RESOLVED, that Joseph Nehrebecki be and hereby is appointed Building Plan Examiner I, Competitive, Permanent, Grade 22, Start Step (A), \$65,002, in the Department of Buildings, from the civil service list, by the Commissioner of the Department of Buildings and ratified by the Town Board of the Town of Hempstead effective September 4, 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 CHERYL PETRI AS  
DEPUTY TOWN ATTORNEY, IN THE  
OFFICE OF THE TOWN ATTORNEY.

On motion made by  
the following resolution was adopted upon roll call:

WHEREAS, Cheryl Petri has resigned her position as Deputy  
Receiver of Taxes(Collect & Disbursements), in the Office of the Receiver of Taxes, NOW, BE IT

RESOLVED, that Cheryl Petri be and hereby is appointed  
Deputy Town Attorney, Exempt, Ungraded, at an annual salary of \$136,508, in the Office of the  
Town Attorney, by the Town Attorney and ratified by the Town Board of the Town of Hempstead  
effective September 5, 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: TRANSFER OF CARL PREIS, COMMUNITY  
RESEARCH ASSISTANT, FROM THE OFFICE  
OF THE RECEIVER OF TAXES TO THE  
DEPARTMENT OF BUILDINGS.

On motion made by  
the following resolution was adopted upon roll call:

RESOLVED, that Carl Preis, Community Research Assistant, be and hereby is transferred from the Office of the Receiver of Taxes to the Department of Buildings, with no change in salary, by the Commissioner of the Department of Buildings and ratified by the Town Board of the Town of Hempstead effective September 5, 2018 and BE IT

FURTHER RESOLVED, that subject appointment is probationary for twelve weeks and should candidate prove unsatisfactory during this period, said appointment may be terminated.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF ANTHONY RODRIGUEZ  
AS PERSONAL COMPUTER SUPPORT  
SPECIALIST, IN THE DEPARTMENT OF  
INFORMATION AND TECHNOLOGY.

On motion made by  
the following resolution was adopted upon roll call:

WHEREAS, Anthony Rodriguez was appointed Personal Computer Support Specialist Trainee from the Civil Service List in the Department of Information and Technology on September 6, 2017, and

WHEREAS, per Town of Hempstead Civil Service Rule XIV, after satisfactory training and performance a Personal Computer Support Specialist Trainee is automatically appointed permanent Personal Computer Support Specialist, NOW, THEREFORE, BE IT

RESOLVED, that Anthony Rodriguez be and hereby is appointed as Personal Computer Support Specialist, Competitive, Permanent, Grade 18, Step 8 (I), \$81,676, in the Department of Information and Technology, by the Commissioner of the Department of Information and Technology and ratified by the Town Board of the Town of Hempstead effective September 6, 2018.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF STEPHEN SMIRTI AS  
PRESS SECRETARY, IN THE OFFICE OF  
THE SUPERVISOR.

On motion made by  
the following resolution was adopted upon roll call:

RESOLVED, that Stephen Smirti be and hereby is appointed as Press  
Secretary, in the Office of the Supervisor, Exempt, Ungraded, at an annual salary of \$65,000, by the  
Supervisor of the Town of Hempstead and ratified by the Town Board of the Town of Hempstead,  
subject to satisfactory completion of pre-employment criteria, effective September 5, 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 MICHAEL TROTTA AS  
BUILDING INSPECTOR I, IN THE  
DEPARTMENT OF BUILDINGS 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 Michael Trotta has passed the examination for the position of Building Inspector I, Civil Service List No. 60-297, and is eligible for appointment thereto, NOW, THEREFORE, BE IT.

RESOLVED, that Michael Trotta be and hereby is appointed Building Inspector I, Competitive, Permanent, Grade 16, Start Step (A), \$50,858, in the Department of Buildings, from the civil service list, by the Commissioner of the Department of Buildings and ratified by the Town Board of the Town of Hempstead effective August 31, 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: AMENDMENT OF RESOLUTION  
NO. 1138/19-2018, DAVID HAWKES, IN THE  
DEPARTMENT OF CONSERVATION AND  
WATERWAYS.

On motion made by

the following resolution was adopted upon roll call:

WHEREAS, Resolution No. 1138/19-2018 states an incorrect effective  
date

NOW, THEREFORE, BE IT

RESOLVED, that the resolution should read "effective September 4, 2018"

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: AMENDMENT OF RESOLUTION  
NO. 1138/3-2018, CHRISTOPHER BELLO, IN  
THE OFFICE OF THE RECEIVER OF TAXES

On motion made by  
the following resolution was adopted upon roll call:

WHEREAS, Resolution No. 1138/3-2018 states an incorrect leave of  
absence

NOW, THEREFORE, BE IT

RESOLVED, that the resolution should read "EXTENSION OF MEDICAL  
LEAVE OF ABSENCE AND REDUCED SCHEDULE"

AYES:

NOES: