

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 27th day of November, 2018, at 7:00 o'clock in the evening of that day to consider the enactment of a local law to amend Chapter 202 of the code of the Town of Hempstead to INCLUDE AND REPEAL "REGULATIONS AND RESTRICTIONS" to limit parking at the following locations:

(NR) BELLEROSE TERRACE
Section 202-30

COLONIAL ROAD (TH 448/18) East Side - NO PARKING 10 AM TO 3 PM EXCEPT SATURDAYS, SUNDAYS, AND HOLIDAYS - starting at a point 41 feet south of the south curbline of Ontario Road south for a distance of 125 feet.

COLONIAL ROAD (TH 448/18) East Side - NO PARKING 10 AM TO 3 PM EXCEPT SATURDAYS, SUNDAYS, AND HOLIDAYS - starting at a point 211 feet south of the south curbline of Ontario Road south for a distance of 128 feet.

BELLMORE
Section 202-15

SAINT MARKS AVENUE (TH 385/18) East Side - TWO HOUR PARKING 7 AM TO 7 PM EXCEPT SUNDAYS AND HOLIDAYS - starting at the south curbline of Royle Street south for a distance of 110 feet.

SAINT MARKS AVENUE (TH 385/18) East Side - NO PARKING 8 AM TO 4 PM EXCEPT SATURDAYS, SUNDAYS, AND HOLIDAYS - starting at a point 110 feet south of the south curbline of Royle Street south for a distance of 39 feet.

SAINT MARKS AVENUE (TH 385/18) East Side - TWO HOUR PARKING 7 AM TO 7 PM EXCEPT SUNDAYS AND HOLIDAYS - starting at a point 149 feet south of the south curbline of Royle Street south to the north curbline of Clarendon Avenue.

SAINT MARKS AVENUE (TH 385/18) East Side - TWO HOUR PARKING 7 AM TO 7 PM EXCEPT SATURDAYS, SUNDAYS, AND HOLIDAYS - starting at the south curbline of Sunrise Highway south to the north curbline of Royle Street.

Item # 1

Case # 30008

ELMONT
Section 202-19

WELLINGTON ROAD (TH 422/18) West Side -
NO PARKING 10 AM TO 4 PM EXCEPT WITH
PERMIT - from the south curblines of
Hempstead Turnpike south for a distance
of 576 feet.

WELLINGTON ROAD (TH 422/18) West Side -
NO PARKING 10 AM TO 4 PM EXCEPT WITH
PERMIT - starting from a point 596 feet
south of the south curblines of Hempstead
Turnpike south to the north curblines of
106th Avenue.

MERRICK
Section 202-11

WYNSUM AVENUE (TH 401/18) West Side - TWO
HOUR PARKING 7 AM TO 7 PM EXCEPT
SATURDAYS, SUNDAYS, AND HOLIDAYS -
starting at a point 25 feet south of the
south curblines of Manfield Avenue south
for a distance of 113 feet.

SEAFORD
Section 202-4

FULTON AVENUE (TH 441/18) South Side -
TWO HOUR PARKING 7 AM TO 7 PM EXCEPT
SATURDAYS, SUNDAYS, AND HOLIDAYS -
starting at the west curblines of Monroe
Avenue west for a distance of 112 feet.

FULTON AVENUE (TH 441/18) South Side -
TWO HOUR PARKING 7 AM TO 7 PM EXCEPT
SATURDAYS, SUNDAYS, AND HOLIDAYS -
starting at a point 174 feet west of the
west curblines of Monroe Avenue west to
the east curblines of Jackson Avenue.

PARK AVENUE (TH 384/18) South Side - TWO
HOUR PARKING 7 AM TO 7 PM EXCEPT
SATURDAYS, SUNDAYS, AND HOLIDAYS -
starting at the west curblines of
Washington Avenue west for a distance of
111 feet.

PARK AVENUE (TH 384/18) South Side - TWO
HOUR PARKING 7 AM TO 7 PM EXCEPT
SATURDAYS, SUNDAYS, AND HOLIDAYS -
starting at a point 189 feet west of the
west curblines of Washington Avenue.

UNIONDALE
Section 202-12

HAWTHORNE AVENUE (TH 407/18) East Side -
TWO HOUR PARKING BETWEEN SIGNS - starting
at a point 25 feet north of the north
curblines of Jerusalem Avenue then north
for a distance of 49 feet.

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

BELLMORE
Section 202-15

BEDFORD AVENUE (TH 6/65) East Side - NO
PARKING BETWEEN 8 AM TO 4 PM EXCEPT
SATURDAYS, SUNDAYS, AND HOLIDAYS - from
Marle Place to Third Place. (Adopted
2/2/65)

SAINT MARKS AVENUE - East Side - TWO HOUR PARKING 7 AM TO 7 PM EXCEPT SUNDAYS AND HOLIDAYS - starting at the south curbline of Royle Street south for a distance of 98 feet. (Adopted 6/9/59)

SAINT MARKS AVENUE - East Side - TWO HOUR PARKING 7 AM TO 7 PM EXCEPT SUNDAYS AND HOLIDAYS - starting at the south curbline of Sunrise Highway south to Clarendon Avenue. (Adopted 12/7/54)

ELMONT
Section 202-19

"C" STREET (TH 260/84) South Side - NO PARKING 7 AM TO 7 PM EXCEPT SUNDAYS - starting at a point 30 feet west of Meacham Avenue west for a distance of 50 feet. (Adopted 7/24/84)

SEAFORD
Section 202-4

FULTON AVENUE (TH 128/77) South Side - TWO HOUR PARKING 7 AM TO 7 PM EXCEPT SATURDAYS, SUNDAYS AND HOLIDAYS - starting at the east curbline of Jackson Avenue east to the west curbline of Monroe Avenue. (Adopted 10/18/77)

PARK AVENUE (TH 611/82) South Side - TWO HOUR PARKING 7 AM TO 7 PM EXCEPT SATURDAYS, SUNDAYS, AND HOLIDAYS - starting at the east curbline of Monroe Avenue east to the west curbline of Washington Avenue. (Adopted 1/25/83)

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

Dated: November 13, 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 27th day of November, 2018, at 7:00 o'clock in the evening of that day to consider the enactment of a local law to amend Section 202-1 of the code of the Town of Hempstead to INCLUDE and REPEAL "PARKING OR STANDING PROHIBITIONS" at the following locations:

BALDWIN BARNES AVENUE (TH 390/18) North Side -
NO STOPPING HERE TO CORNER - starting
at the west curbline of Grand Avenue
west for a distance of 30 feet.

BARNES AVENUE (TH 390/18) South Side -
NO STOPPING HERE TO CORNER - starting
at the west curbline of Grand Avenue
west for a distance of 30 feet.

(NR) BELLEROSE COLONIAL ROAD (TH 448/18) East Side -
TERRACE NO STOPPING HERE TO CORNER - starting
at the south curbline of Ontario Road
south for a distance of 41 feet.

COLONIAL ROAD (TH 448/18) East Side -
NO STOPPING ANYTIME - starting at a
point 166 feet south of the south
curbline of Ontario Road south for a
distance of 45 feet.

BELLMORE BEDFORD AVENUE (TH 378/18) East Side -
NO STOPPING HERE TO CORNER - starting
at the south curbline of Marle Place
south for a distance of 44 feet.

BEDFORD AVENUE (TH 378/18) East Side -
NO STOPPING HERE TO CORNER - starting
at the north curbline of Third Place
north for a distance of 32 feet.

BEDFORD AVENUE (TH 378/18) East Side -
NO STOPPING HERE TO CORNER - starting
at the south curbline of Third Place
south for a distance of 30 feet.

Item # 2

Case # 30009

BEDFORD AVENUE (TH 378/18) East Side -
NO STOPPING HERE TO CORNER - starting
at the South curbline of Second Place
south for a distance of 45 feet.

BEDFORD AVENUE (TH 378/18) West Side -
NO STOPPING HERE TO CORNER - starting
at the north curbline of Square Place
north for a distance of 38 feet.

BEDFORD AVENUE (TH 378/18) West Side -
NO PARKING ANYTIME - starting at a
point 132 feet north of the north
curbline of Square Place north for a
distance of
215 feet.

ELMONT

WELLINGTON ROAD (TH 422/18) RESERVERD
PARKING - West Side - starting at a
point 576 feet south of the curbline of
Hempstead Turnpike south for a distance
of
20 feet.

LEVITTOWN

SLATE LANE (TH 289/18) 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.

MERRICK

BAYBERRY AVENUE (TH 273/18) South Side
- NO STOPPING HERE TO CORNER - starting
at the west curbline of Hewlett Avenue
west for a distance of 30 feet.

BAYBERRY AVENUE (TH 273/18) North Side
- NO STOPPING HERE TO CORNER - starting
at the west curbline of Whaleneck Drive
west for a distance of 25 feet.

HORATIO AVENUE (TH 380/18) North Side -
NO STOPPING HERE TO CORNER - starting
at the west curbline of Schermerhorn
west for a distance of 30 feet.

KENNY AVENUE (TH 436/18) West Side - NO
STOPPING HERE TO CORNER - starting at
the north curbline of Merrick Road
north for a distance of 51 feet.

LINCOLN BOULEVARD (TH 437/18) West Side
- NO STOPPING HERE TO CORNER - starting
at the north curbline of Merrick Road
north for a distance of 35 feet.

MERRICK ROAD (TH 436/18) North Side -
NO STOPPING HERE TO CORNER - starting
at the west curbline of Kenny Avenue
west for a distance of 50 feet.

MERRICK ROAD (TH 437/18) North Side -
NO STOPPING HERE TO CORNER - starting
at the west curbline of Lincoln
Boulevard west for a distance of
30 feet.

MERRICK ROAD (TH 437/18) North Side -
NO STOPPING HERE TO CORNER - starting
at the east curbline of Lincoln
Boulevard east for a distance of
50 feet.

SCHERMERHORN STREET (TH 380/18) East
Side - NO STOPPING HERE TO CORNER -
starting at the north curbline of
Horatio Avenue north for a distance of
30 feet.

SCHERMERHORN STREET (TH 380/18) West
Side - NO STOPPING HERE TO CORNER -
starting at the north curbline of
Horatio Avenue north for a distance of
30 feet.

SCHERMERHORN STREET (TH 380/18) West
Side - NO STOPPING HERE TO CORNER -
starting at the south curbline of
Gianelli Avenue south for a distance of
30 feet.

NORTH BELLMORE

BELLMORE ROAD (TH 335B/18) West Side -
NO STOPPING HERE TO CORNER - starting
at the north curbline of Little Neck
Avenue north for a distance of 45 feet.

BELLMORE ROAD (TH 335B/18) East Side -
NO STOPPING HERE TO CORNER - starting
at the north curbline of Maple Avenue
north for a distance of 50 feet.

JEFFERSON AVENUE (TH 433/18) West Side
- NO PARKING ANYTIME - starting at a
point 277 feet north of the north
curbline of Beltagh Avenue north for a
distance of 56 feet.

LITTLE NECK AVENUE (TH 335B/18) North
Side - NO STOPPING HERE TO CORNER -
starting at the west curbline of
Bellmore Road west for a distance of
40 feet.

LITTLE NECK AVENUE (TH 335B/18) South
Side - NO STOPPING HERE TO CORNER -
starting at the west curbline of
Bellmore Road west for a distance of
85 feet.

ROOSEVELT BERKLEY PLACE (TH 413/18) East Side -
NO STOPPING HERE TO CORNER - starting
at the north curblineline of East Clinton
Avenue north for a distance of 30 feet.

BERKLEY PLACE (TH 413/18) East Side -
NO STOPPING ANYTIME - starting at a
point 30 feet north of the north
curblineline of East Clinton Avenue north
for a distance of
82 feet.

UNIONDALE HAWTHORNE AVENUE (TH 407/18) East Side
- NO STOPPING HERE TO CORNER - starting
at the north curblineline of Jerusalem
Avenue north for a distance of 25 feet.

(NR) WESTBURY MELLOW LANE (TH 440/18) West Side - NO
STOPPING HERE TO CORNER - starting at
the north curblineline of Salisbury Park
Drive north for a distance of 42 feet.

MELLOW LANE (TH 440/18) East Side - NO
STOPPING HERE TO CORNER - starting at
the north curblineline of Salisbury Park
Drive north for a distance of 40 feet.

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

BELLMORE BEDFORD AVENUE (TH 59/90) East Side -
NO STOPPING HERE TO CORNER - starting
at the south curblineline of Second Place
south for a distance of 30 feet.
(Adopted 6/19/90)

BEDFORD AVENUE (TH 502/76) West Side -
NO PARKING ANYTIME - starting at a
point 370 feet south of the south
curblineline of Clarendon Avenue south for
a distance of 94 feet.
(Adopted 1/11/77)

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 curblineline of Park Lane then
east for a distance of 32 feet.
(Adopted 9/4/18)

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.(Adopted 9/20/18)

MERRICK MERRICK ROAD (TH 143/68) North Side -
NO STOPPING HERE TO CORNER - starting
at the east curblineline of Lincoln
Boulevard east for a distance of
30 feet. (Amended 4/30/68)

NORTH BELLMORE

LITTLE NECK AVENUE (TH 43/89) South
Side - NO PARKING ANYTIME - starting at
a point 44 feet west of the west
curbline of Bellmore Road west for a
distance of 32 feet. (Adopted 8/22/89)

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

Dated: November 13, 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 27th day of November, 2018, at 7:00 o'clock in the evening of that day to consider the enactment of a local law to amend Section 197-5 of the code of the Town of Hempstead to INCLUDE "ARTERIAL STOPS" at the following locations:

- BELLMORE SECOND PLACE (TH 378/18) STOP - all traffic traveling northbound on Bedford Avenue shall come to a full stop.
- SQUARE PLACE (TH 378/18) STOP - all traffic traveling southbound on Bedford Avenue shall come to a full stop.
- LEVITTOWN BOWLING LANE (TH 397/18) STOP - all traffic traveling eastbound on Bellows Lane shall come to a full stop.
- KINGFISHER ROAD (TH 386/18) STOP - all traffic traveling eastbound on Sandpiper Lane shall come to a full stop.
- SYCAMORE LANE (TH 410/18) STOP - all traffic traveling southbound on Locustwood Lane shall come to a full stop.
- SYCAMORE LANE (TH 410/18) STOP - all traffic traveling northbound on Locustwood Lane shall come to a full stop.
- POINT LOOKOUT OCEAN BLVD (TH 367/18) STOP - all motorists traveling southbound on Cedarhurst Avenue shall come to a full stop.
- SOUTH HEMPSTEAD WESTMINISTER ROAD (TH 393/18) STOP - all traffic traveling northbound on Surrey Lane shall come to a full stop.
- WESTMINISTER ROAD (TH 393/18) STOP - all traffic traveling southbound on Surrey Place shall come to a full stop.
- WOODMERE CEDAR LANE (TH 419/18) STOP - all motorists traveling northbound on Park Street shall come to a full stop.

Item # 3
Case # 30010

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

Dated: November 13, 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 27th day of November, 2018, at 7:00 o'clock in the evening 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:

NORTH BELLMORE BELLMORE ROAD (TH 93/82) East Side - NO STOPPING BUS STOP - starting at the north curbline of Maple Avenue north for a distance of 60 feet. (Adopted 6/15/82)

BELLMORE ROAD (TH 93/82) West Side - NO STOPPING BUS STOP - starting at the north curbline of Little Neck Avenue north for a distance of 60 feet. (Adopted 6/15/82)

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

Dated: November 13, 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 27th day of November, 2018, at 7:00 o'clock in the evening of that day to consider the enactment of a local law to amend Section 197-13 of the code of the Town of Hempstead to REPEAL "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS" at the following locations:

- BELLMORE BEDFORD AVENUE (TH 378/18) East Side - NO PARKING 8 AM TO 4 PM SCHOOL DAYS - starting at a point 32 feet north of the north curbline of Third Place north to a point 44 feet south of the south curbline of Marle Place.
- BEDFORD AVENUE (TH 378/18) West Side - NO PARKING 8 AM TO 4 PM SCHOOL DAYS - starting at a point 38 feet north of the north curbline of Square Place north for a distance of 99 feet.
- (NR) MALVERNE HEMPSTEAD AVENUE (TH 405/18) North Side - NO STOPPING 8 AM TO 6 PM SCHOOL DAYS - starting at a point 120 feet east of the east curbline of Dogwood Avenue then east for a distance of 92 feet.
- MERRICK HORATIO AVENUE (TH 380/18) North Side - NO PARKING 7 AM TO 4 PM SCHOOL DAYS - starting at a point 30 feet west of the west curbline of Schermerhorn Street west for a distance of 45 feet.
- SCHERMERHORN STREET (TH 380/18) East Side - NO PARKING 7 AM TO 4 PM SCHOOL DAYS - starting at a point 30 feet north of the north curbline of Horatio Avenue north for a distance of 80 feet.
- SCHERMERHORN STREET (TH 380/18) East Side - NO PARKING 7 AM TO 4 PM SCHOOL DAYS - starting at a point 246 feet north of the north curbline of Horatio Avenue north for a distance of 77 feet.

Item # 5
Case # 30012

SCHERMERHORN STREET (TH 380/18) West Side
- NO PARKING 7 AM TO 4 PM SCHOOL DAYS -
starting at the north curblineline of Horatio
Avenue north to a point 30 feet south of
the south curblineline of Gianelli Avenue.

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

BELLMORE BEDFORD AVENUE - East Side - NO PARKING OR
STANDING 8 AM TO 4 PM SCHOOL DAYS - from
the south curblineline of Third Place south
for a distance of 30 feet. (Adopted
10/18/55)

BEDFORD AVENUE - West Side - NO PARKING OR
STANDING 8 AM TO 4 PM SCHOOL DAYS - from a
point opposite a point 30 feet south of
the south curblineline of Third Place north
for a distance of 77 feet.
(Adopted 10/18/55)

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

Dated: November 13, 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 27th day of November, 2018, at 7:00 o'clock in the evening of that day to consider the enactment of a local law to amend Section 202-58 of the code of the Town of Hempstead to REPEAL "RESTRICTED PARKING IN RESIDENTIAL AREAS BELMONT PARK VICINITY, ELMONT" at the following locations:

ELMONT WELLINGTON ROAD (TH 652/82) West Side -
from the south curblin of Hempstead
Turnpike south to the north curblin of
106th Avenue. (Adopted 7/8/03)

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

Dated: November 13, 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 # 21397

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that pursuant to Article 9 of the New York State Constitution, the provisions of the Town Law and the Municipal Home Rule Law of the State of New York, as amended, a public hearing will be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, on the 27th day of November, 2018 at 7:00 o'clock in the evening of that day to consider the enactment of a local law to repeal the part of Section 202-57 of the Code of the Town of Hempstead that pertains only to parking for police vehicles at a certain location of Bertha Drive, Baldwin, as stated as follows:

BALDWIN

BERTHA DRIVE - south side, starting at a point 280 feet west of a point opposite the west curbline of Milburn Avenue, west for a distance of 40 feet.
(TH-688/68 - 3/04/69) (TH-235/18)

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: November 13, 2018
Hempstead, New York.

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

LAURA A. GILLEN
Supervisor

SYLVIA A. CABANA
Town Clerk

Item# 7
Case# 22430

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 27th day of November, 2018, at 7:00 o'clock in the evening 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 two locations into subdivision "H" and "R", thereof, in relation to gross weight restrictions upon commercial vehicles using certain town highways, as follows:

"H" - FRANKLIN SQUARE

RINTIN STREET - between Hempstead Turnpike and Benris Avenue.
(TH-404/18)

"R" - NORTH BELLMORE

BELLMORE ROAD - between Bellmore Avenue and Range Drive and between Jerusalem Avenue and Saw Mill Road.
(TH-335B/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: November 13, 2018
Hempstead, New York

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

LAURA A. GILLEN
Supervisor

SYLVIA A. CABANA
Town Clerk

Item # 8
Case # 19829

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 27th day of November, 2018, at 7:00 o'clock in the evening of that day, to consider the adoption of a resolution setting aside certain parking spaces for motor vehicles for the sole use of holders of special parking permits issued by the County of Nassau to physically handicapped persons at the following locations:

ELMONT

116th AVENUE - north side, starting at a point 411 feet east of the east curbline of 238th Street, east for a distance of 17 feet.
(TH-366/18)

WELLINGTON ROAD - west side, starting at a point 576 feet south of the south curbline of Hempstead Tpke., south for a distance of 20 feet.
(TH-422/18)

BELMONT BOULEVARD - east side, starting at a point 190 feet, north of the north curbline of Rosalind Avenue, north for a distance of 20 feet.
(TH-374/18)

EVANS AVENUE - east side, starting at a point 344 feet north of the north curbline of Langdon Street, north for a distance of 18 feet.
(TH-426/18)

ROCKMART AVENUE - west side, starting at a point 170 feet south of the south curbline of Atherton Avenue, south for a distance of 18 feet.
(TH-431/18)

Item# 9
Case # 21527

UNIONDALE

RUXTON STREET - west side, starting
at a point 215 feet south of the south
curbline of Gerald Street, south for a
distance of 20 feet.
(TH-406/18)

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

ELMONT

HUNNEWELL AVENUE - east side, starting
at a point 70 feet north of the north
curbline of Bruce Street, north for a
distance of 40 feet.
(TH-330/12 - 1/27/12) (TH-423/18)

WEST HEMPSTEAD

BEDELL TERRACE - south side, starting at
a point 82 feet east of the east
curbline of Hempstead Gardens Drive,
east for a distance of 46 feet.
(TH-26/85 - 6/04/85) (TH-398/18)

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

Dated: November 13, 2018
Hempstead, New York

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

LAURA A. GILLEN
Supervisor

SYLVIA A. CABANA
Town Clerk

CASE NO. 25843

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved
its adoption:

**RESOLUTION GRANTING OF THE APPLICATION OF ARTHRITIS
FOUNDATION FOR A PARADE PERMIT FOR A K-RUN HELD IN
GARDEN CITY, NEW YORK, ON DECEMBER 01, 2018.**

WHEREAS, Diana Rosario of New York, New York, Development
Manager of the Arthritis 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 Garden City, New York, on December 01, 2018 from 10:00 AM to 11:00 AM
and

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the of the aforesaid application of Diana Rosario,
Development Manager of the Arthritis 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 #

10

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 NORTH MERRICK FIRE DEPT. FOR A
PARADE PERMIT FOR A PARADE HELD IN MERRICK, NEW
YORK, ON NOVEMBER 22, 2018.

WHEREAS, Christopher Fasano of North Merrick, New York, 2Nd Asst.
Chief of the North Merrick Fire Dept., 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 Merrick, New York, on November 22, 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 GRANTING of the aforesaid application of
Christopher Fasano, 2Nd Asst. Chief of the North Merrick Fire Dept., 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 #

10

Case #

25843

CASE NO. 25843

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved
its adoption:

**RESOLUTION GRANTING OF THE APPLICATION OF SEAFORD
WELLNESS COUNCIL FOR A PARADE PERMIT FOR A K-
RUN HELD IN SEAFORD, NEW YORK, ON DECEMBER 01, 2018.**

WHEREAS, Coleen Graziose of Seaford, New York, Recording Secretary of the Seaford Wellness Council, 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 Seaford, New York, on December 01, 2018 from 9:00 AM to 10:30 AM and

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the of the aforesaid application of Coleen Graziose, Recording Secretary of the Seaford Wellness Council, 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 #

10

Case #

25843

ADOPTED:

offered the following resolution and moved
its adoption:

**RESOLUTION GRANTING OF THE APPLICATION OF WANTAGH
CHAMBER OF COMMERCE FOR A PARADE PERMIT FOR A K-
RUN HELD IN WANTAGH, NEW YORK, ON DECEMBER 08, 2018.**

WHEREAS, Mitchell Rich of Wantagh, New York, Race Director of the
Wantagh Chamber of Commerce, 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 December 08, 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 Mitchell Rich, Race
Director of the Wantagh Chamber of Commerce, 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 # 10

Case # 25843

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

**RESOLUTION ESTABLISHING CRITERIA FOR
REQUESTS FOR QUALIFICATIONS (RFQ) PURSUANT TO THE TOWN OF
HEMPSTEAD'S PROCUREMENT POLICY AND PROCEDURES.**

WHEREAS, the Town of Hempstead (the "Town") has heretofore adopted a procurement policy, and amended same, pursuant to Section 104-b of the New York State General Municipal Law (the "GML") concerning internal policies and procedures governing the procurement of goods and services not subject to the bidding requirements of Section 103 of the GML (the "Procurement Policy and Procedures"); and

WHEREAS, pursuant to the Procurement Policy and Procedures, the Town Board must adopt a resolution establishing criteria relative to Request for Qualifications ("RFQ"), which will be used to solicit service providers to provide those services projected to be required by the Town that are not subject to competitive bidding and not exempt from the Procurement Policy and Procedures; and

WHEREAS, the Board wishes to establish the RFQ criteria.

NOW, THEREFORE, BE IT

RESOLVED that the Town Board does hereby establish the RFQ criteria, as set forth in Exhibit A; and be it further

RESOLVED that the Department of General Services, and all other departments that require procurement under the Procurement Policy and Procedures for 2019, utilize, in sum and substance, the RFQ criteria contained in Exhibit A, and that any changes to such criteria must be approved as to form and substance, in writing, prior to implementation, by the Town Attorney, the Counsel to the Supervisor, the Counsel to the Town Board Majority and the Counsel to the Town Board Minority, or their designees; and be it further

RESOLVED that the aforesaid departments be and hereby are directed to take such action as may be necessary to effectuate the foregoing.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 11

Case #

28103

EXHIBIT A

**TOWN OF HEMPSTEAD REQUEST FOR QUALIFICATIONS
FOR LEGAL SERVICES (2019)**

SECTION I INTRODUCTION

A. BACKGROUND

(INTENTIONALLY LEFT BLANK---TO BE COMPLETED BY DEPARTMENT)

B. PURPOSE

The Town is seeking to create a pool of qualified law firms who may be called upon by the Town of Hempstead (the "Town") to perform legal services.

The purpose of this Request for Qualifications ("RFQ") is to obtain statements of qualifications ("Responses") from law firms with expertise in the areas of law set forth in Section II of this RFQ. The Responses will be used to identify and establish a panel of legal service providers who are deemed qualified to provide services projected to be required by the Town. Placement on the panel does not constitute any representation that the Town will assign work to any law firm placed thereon. This RFQ is merely the means for prospective law firms to submit their qualifications to be considered for inclusion in the Town's pool of qualified service providers.

C. PROCUREMENT PROCESS OVERVIEW

The selection process involves two phases: (i) Phase I, consisting of this RFQ, all law firms qualified to provide the legal services being sought are invited to submit their qualifications by responding to this RFQ. A selection committee will review submittals and qualified firms will be identified and placed on a list of Eligible Providers. The number of firms selected for inclusion on the list of Eligible Providers is dependent on the responses received and what the selection committee determines is in the best interest of the Town; and (ii) Phase II, wherein the Town Attorney may assign, on an as needed basis, matters expected to cost more than \$10,000.00, to those law firms on the Eligible Provider list. Firms will be required to execute individual Retainer Agreements with the Town for each matter assigned.

D. CONDITIONS

Your submission of a Response is deemed to be your consent to the following:

1. This document is an RFQ and does not constitute an RFP.
2. This RFQ does not commit the Town to issue an RFP.
3. All costs incurred in connection with responding to this RFQ shall be borne

solely by the respondent.

4. The Town reserves the right (in its sole judgment) to reject for any reason any and all responses and components thereof.
5. The Town reserves the right to select one or more firms based upon qualifications for placement on the Eligible Provider list.
6. Placement on the Eligible Provider list does not guarantee that any services will be requested of that firm.
7. The Town does not have a set schedule of matters to be assigned to any firms placed on the Eligible Provider list, and intends to use selected firms on an as-needed basis.
8. The Town reserves the following rights with respect to any, or all, respondents: to conduct interviews; make visits to respondent's offices and or review prior work product.
9. The Town reserves the right to enter into contracts on a yearly or other basis with options to extend at the sole discretion of the Town.
10. All documentation provided in response to this RFQ shall become the property of the Town and will not be returned.
11. All Responses will be made available to the public in accordance with law.
12. The Town shall not be liable for any claims or damages arising out of, or in connection with the solicitation or preparation of Responses.
13. Respondents are advised to specify any and all information, documentation, descriptions, or other material provided to the Town that Respondent considers confidential and/or proprietary which, if disclosed would be detrimental to Respondent's commercial position, business operations, or otherwise. Identification of such matter does not, however, guarantee that said matter would be protected from disclosure under the law.
14. The Town reserves the right to issue Request for Proposals for legal services in excess of \$10,000.00 which the Town determines are unable to be performed by a law firm on the Eligible Provider list.

SECTION II SCOPE OF SERVICES

The Town is soliciting responses from interested law firms to represent the Town by providing representation, advice and rendering opinions on various lawsuits, transactions, contracts and other legal matters. Specifically, the Town requires law firms to represent it in relation to the following practice areas:

1. Federal and State Court litigation, including but not limited to those alleging civil rights violations, discrimination and takings;
2. Commercial litigation, including but not limited to breach of contract claims and construction litigation;
3. Appellate Counsel;
4. Special Prosecutor (District Court Violations)
5. Personal injury matters;
6. Municipal law matters, including but not limited to Article 78 proceedings, declaratory judgment actions, challenges to ad valorem levies, Special Districts/Special Improvement, planning, zoning, SEQRA and lobbying;
7. Labor and employment matters, including employee discipline, arbitration pursuant to the applicable collective bargaining agreement, matters before the Public Employment Relations Board and handling allegations of discrimination before the Department of Human Rights or the EEOC.
8. Real estate matters, including negotiations of complex transactions, eminent domain and litigation to enforce property rights on behalf of the Town;
9. Representing the Town before regulatory agencies such as the Environmental Protection Agency, the Department of Environmental Conservation and the Nassau County Health Department;
10. Contract matters, including but not limited to the negotiation and preparation of agreements such as project labor agreements;
11. Telecommunications matters, including cable or fiber optic franchise agreements and lease agreements for cellular facilities located on Town properties;
12. Collections matters;
13. First Amendment matters;
14. State and Local Taxation issues; Payment in Lieu of Taxes
15. Ethics matters
16. Bond Counsel

17. Other matters as may be required by the Town.

The Town anticipates qualifying several firms to perform services in each of the above practice areas. Each firm should identify in its Response those practice areas in which such firm is seeking to be qualified. A firm may elect to submit qualifications for one, all or any combination of the above legal service areas. The qualifications submitted in response to this RFP will be evaluated separately for each area. Note, however, that the Town is not obligated to qualify firms or retain their services for any or all of the above practice areas.

SECTION III RESPONSE REQUIREMENTS

A. MINIMUM REQUIREMENTS

Firms wishing to respond to this RFQ should provide, at minimum, the following information:

1. Firm name and contact information
2. Lead contact person for the respondent assigned to this RFQ.
3. A brief history and description of the responding firm, including staff size, the number of years respondent has been in business under the present name and under the present management.
4. A summary of the respondent's experience, including examples of performing similar work for municipalities, and any notable accomplishments.
5. Biographical information of those personnel that would provide services to the Town under an agreement. All attorneys working in conjunction with the Town's matters shall be duly admitted to practice before the Courts of the State of New York and be members in good standing of the New York bar.
6. At least three references, including name, address and telephone numbers, preferably from municipalities.
7. Identification of specific financial and organizational resources, skills and staff to be provided.
8. Licensing or certification, and professional organization affiliations held by the responding entity and/or pertinent staff under this RFQ.
9. Identification of proposed services to be offered in response to the RFQ Scope of Services.
10. Submit a summary of all litigation, if any, against the respondent within the last three (3) years and disposition or outcome of same.

11. Please indicate any bankruptcy filings or reorganization proceedings in the last seven (7) years.
12. Please indicate any potential conflicts of interest that may arise from a contract with the Town. The Town's vendor disclosure form (annexed hereto) must be included with each vendor's Response.
13. Provision of proposed calendar for contracting and implementation service delivery.
14. A copy of the firm's standard contract.
15. The proposer's legal fees should be billed on an hourly basis not to exceed \$250.00 per hour for non-trial work, and \$1,000.00 per diem for trials. The Town reserves the right to establish cost control measures such as fee ceilings per assignment. Disbursements for appraisals, surveys, filing fees, stenographers, etc., will be reimbursed separately from the legal fees. The legal firms selected will have contracts for one (1) year up to \$100,000.00, with the option of extending said contract for an additional year, subsequent to review of the firm's performance. Legal firms selected for a specific assignment may be asked to provide a written estimate of expected legal fees and associated costs.
16. Of Counsel. The respondent will be responsible for the performance of the entire contract. The respondent must indicate in the RFQ response if it intends to use a separate counsel for any part of the work. If so, the respondent shall identify each separate counsel by name, business address and expertise, and must include the name(s) of the principal(s) of the firm (Note: Each firm must fill out a separate vendor disclosure form). A full description of the tasks to be performed by the outside counsel must be included. The respondent will not be permitted to subcontract any part of the contract or any of the rights and obligations thereunder without the prior written approval of the Town.

B. ADDITIONAL REQUIREMENTS

1. Respondent shall, to the fullest extent provided by law, defend and indemnify and hold harmless the Town from claims, suits, action, damages and costs of every nature, kind, name and description resulting from the negligent performance of the services. Such defense and indemnity shall not be limited by reason of enumeration of any insurance coverage provided by the Respondent. Nothing herein shall create or give third parties any claim or right of action against the Respondent or the Town beyond those provided by law.
2. The Firm shall procure and maintain during the term of any agreement resulting from this RFQ, with a carrier holding an "A" or higher rating from AM Best Company, or its equivalent, and furnish certificates of insurance evidencing its procuring, the following insurance policies:

(a) Commercial general liability insurance covering the liability of the firm, and indemnifying and holding harmless the Town, its agents, employees and representatives from any and all loss and/or damage arising out of the performance of the services with a combined single limit (bodily injury/property damage) of One Million Dollars (\$1,000,000). The Town shall be named as additional insured on said policy;

(b) Workers' compensation insurance or proof of its not being required to secure same, as evidenced by certificates or affidavits approved by the State Workers' Compensation Board pursuant to State Workers' Compensation Law § 57(2); and

(c) Disability benefits insurance or proof of its not being required to secure same, as evidenced by certificates or affidavits approved by the State Workers' Compensation Board pursuant to State Workers' Compensation Law § 220(8). (Note: presentation of an 'Accord' form, or its equivalent, shall not be sufficient proof of insurance. Consultant shall provide Town with a copy of Consultant's insurance declarations page which shows Town as additional insured and certificate holder);

(d) A policy of attorney professional liability insurance having a general aggregate limit of liability of at least \$2,000,000.00.

3. The Town reserves the absolute right to remove a selected Firm from the list of service providers at any time.
4. All statements of qualifications submitted, must be valid for a minimum period of six (6) months after the date of the submission deadline.

SECTION IV DEADLINES

1. Proposed calendar

The following is a list of key dates up to and including the date responses must be submitted.

RFQ issued	_____ , 201_
Deadline for questions	_____ , 201_
Due Date for RFQ submissions	_____ , 201_

2. To be considered, one (1) original and four (4) copies of the response must be delivered in a sealed envelope and received by the Town of Hempstead Department of General Services, 350 Front Street, Room 211, Hempstead, NY 11550, no later than 11:00 AM on _____.

3. Upon notice the Town reserves the right, as best serves its interest, to change any of the projected dates set forth in this RFQ, including, but not limited to, the due date for receipt of submissions.

SECTION V EVALUATION

The Town's objective is to select firms or entities that will provide high quality and cost effective services. Pursuant to its procurement policy, the selection of firms or entities to the panel of service providers will be based upon the following RFQ criteria: cost of service, experience, skills, performance history/references, reputation, time frame for contracting and implementation of service delivery, bonding and insurance requirements, financial viability, licenses and/or certifications, staffing and relevant personnel resumes. The selection process will begin with the review and evaluation of each of the written Responses by an evaluation committee. The purpose of this evaluation is two-fold:

- i) to examine the responses for compliance with this RFQ;
- ii) to identify the compliant firms or entities that have the highest probability of fully performing the scope of services for the Town at the best value.

SECTION VI CONTACT INFORMATION

Any inquiries concerning this RFQ must be in writing or by email and should be addressed to _____, One Washington Street, Hempstead, NY 11550 or _____@tohmail.org. All inquiries must bear the RFQ number assigned to this RFQ.

**TOWN OF HEMPSTEAD REQUEST FOR QUALIFICATIONS FOR
_____ (2019)**

SECTION I INTRODUCTION

A. BACKGROUND

(INTENTIONALLY LEFT BLANK---TO BE COMPLETED BY DEPARTMENT)

B. PURPOSE

The Town is seeking to create a pool of qualified _____ who may be called upon by the Town of Hempstead (the "Town") to perform _____

The purpose of this Request for Qualifications ("RFQ") is to obtain statements of qualifications ("Responses") from entities with expertise in _____. The Responses will be used to identify and establish a panel of service providers who are deemed qualified to provide services projected to be required by the Town. Placement on the panel does not constitute any representation that the Town will assign work to any individual, firm or entity placed thereon. This RFQ is merely the means for prospective _____ to submit their qualifications to be considered for inclusion in the Town's pool of qualified service providers.

C. PROCUREMENT PROCESS OVERVIEW

The selection process involves two phases: (i) Phase I, consisting of this RFQ, all individuals, firms or entities qualified to provide the services being sought are invited to submit their qualifications by responding to this RFQ. A selection committee will review submittals and a panel of qualified service providers will be identified. The number selected for inclusion on the panel is dependent on the responses received and what the selection committee determines is in the best interest of the Town; and (ii) Phase II, consisting of a Request for Proposals (RFP) inviting formal proposals relating to specific projects within the scope of services that are expected to cost more than \$10,000.00. Only qualified providers from the panel will be permitted to submit proposals to the RFP solicitation.

D. CONDITIONS

Your submission of a Response is deemed to be your consent to the following:

1. This document is an RFQ and does not constitute an RFP.
2. This RFQ does not commit the Town to issue an RFP.
3. All costs incurred in connection with responding to this RFQ shall be borne

- solely by the respondent.
4. The Town reserves the right (in its sole judgment) to reject for any reason any and all responses and components thereof.
 5. The Town reserves the right to select one or more firms based upon qualifications for placement on the panel of qualified service providers.
 6. Placement on the panel of qualified service providers does not guarantee that any services will be requested of that firm or entity.
 7. The Town reserves the following rights with respect to any and/or all respondents: to conduct interviews; make visits to respondent's offices; contact provided references; and or review prior work product.
 8. The Town reserves the right to enter into contracts on a yearly or other basis with options to extend at the sole discretion of the Town.
 9. All documentation provided in response to this RFO shall become the property of the Town and will not be returned.
 10. All Responses will be made available to the public in accordance with law.
 11. The Town shall not be liable for any claims or damages arising out of, or in connection with the solicitation or preparation of Responses.
 12. Respondents are advised to specify any and all information, documentation, descriptions, or other material provided to the Town that Respondent considers confidential and/or proprietary which, if disclosed would be detrimental to Respondent's commercial position, business operations, or otherwise. Identification of such matter does not, however, guarantee that said matter would be protected from disclosure under the law.

SECTION II SCOPE OF SERVICES

The Town of Hempstead is soliciting responses from interested entities that possess qualifications and expertise in _____.

Specifically, the services to be provided may include any of the following:

1. *(INTENTIONALLY LEFT BLANK---TO BE COMPLETED BY DEPARTMENT)*

SECTION III RESPONSE REQUIREMENTS

A. MINIMUM REQUIREMENTS

Entities wishing to respond to this RFQ should provide, at minimum, the following information:

1. Agency name and contact information.
2. Lead contact person for the respondent assigned to this RFQ.
3. A brief history and description of the responding entity, including staff size, the number of years respondent has been in business under the present name and under the present management.
4. A summary of the respondent's experience, including examples of performing similar work for municipalities, and any notable accomplishments.
5. Biographical information of those personnel that would provide services to the Town under an agreement.
6. At least three references, including name, address and telephone numbers, preferably from municipalities.
7. Identification of specific financial and organizational resources, skills and staff to be provided.
8. Licensing or certification, and professional organization affiliations held by the responding entity and/or pertinent staff under this RFQ.
9. Identification of proposed services to be offered in response to the RFQ Scope of Services.
10. Submit a summary of all litigation, if any, against the respondent within the last three (3) years and disposition or outcome of same, and submit the New York State Vendor Responsibility Questionnaire.
11. Please indicate any bankruptcy filings or reorganization proceedings in the last seven (7) years.
12. Please indicate any potential conflicts of interest that may arise from a contract with the Town. The Town's vendor disclosure form (annexed hereto) must be included with each vendor's Response.
13. Proposed cost of the services or activities, including the hourly rate of individuals who will perform the services or activities. The proposed cost should include:
 - a. Site visits and expenses, if relevant
 - b. Flat and/or hourly rate for any services or activities
 - c. Any expenses for travel, postage and telephone excluded from the

hourly or flat rate.

Although proposed fees will be taken into account, the Town reserves the right to negotiate a lower or different fee structure with any respondent selected to perform services. Please note that pursuant to the Town's procurement policy, cost of services shall be one factor to be given weight along with any other factors the Town deems appropriate to consider in selecting a firm or entity to provide services.

14. Subcontracting. The respondent will be responsible for the performance of the entire contract. The respondent must indicate in the RFQ response if it intends to use a subcontractor for any part of the work. If so, the respondent shall identify each subcontractor by name, business address and expertise, and must include the name(s) of the principal(s) of the subcontracting entity (Note: Each subcontractor must fill out a separate vendor disclosure form). A full description of the tasks to be performed by the subcontractor must be included. The respondent will not be permitted to subcontract any part of the contract or any of the rights and obligations thereunder without the prior written approval of the Town.

B. ADDITIONAL REQUIREMENTS

1. Firms engaged to provide services to the Town shall, to the fullest extent provided by law, defend and indemnify and hold harmless the Town from claims, suits, action, damages and costs of every nature, kind, name and description resulting from the negligent performance of the services. Such defense and indemnity shall not be limited by reason of enumeration of any insurance coverage provided by the Respondent. Nothing herein shall create or give third parties any claim or right of action against the Respondent or the Town beyond those provided by law.
2. The Firm shall procure and maintain during the term of any agreement resulting from this RFQ, with a carrier holding an "A" or higher rating from AM Best Company, or its equivalent, and furnish certificates of insurance evidencing its procuring, the following insurance policies:
 - (a) Commercial general liability insurance covering the liability of the firm, and indemnifying and holding harmless the Town, its agents, employees and representatives from any and all loss and/or damage arising out of the performance of the services with a combined single limit (bodily injury/property damage) of One Million Dollars (\$1,000,000). The Town shall be named as additional insured on said policy;
 - (b) Workers' compensation insurance or proof of its not being required to secure same, as evidenced by certificates or affidavits approved by the State Workers' Compensation Board pursuant to State Workers' Compensation Law § 57(2); and
 - (c) Disability benefits insurance or proof of its not being required to secure

same, as evidenced by certificates or affidavits approved by the State Workers' Compensation Board pursuant to State Workers' Compensation Law § 220(8). (Note: presentation of an 'Accord' form, or its equivalent, shall not be sufficient proof of insurance. Consultant shall provide Town with a copy of Consultant's insurance declarations page which shows Town as additional insured and certificate holder);

- 3. The Town reserves the absolute right to remove a selected Firm from the list of service providers at any time, and to reinstate a removed Firm.
- 4. All statements of qualifications submitted, must be valid for a minimum period of six (6) months after the date of the submission deadline.
- 5. A copy of the Town's standard terms and conditions for Town contracts will be available on the Town's website.

SECTION IV DEADLINES

- 1. Proposed calendar

The following is a list of key dates up to and including the date responses must be submitted:

RFQ issued	_____	201
Deadline for questions	_____	201
Due Date for RFQ submissions	_____	201

- 2. To be considered, one (1) original and four (4) copies of the response must be delivered in a sealed envelope and received by the Town of Hempstead Department of General Services, 350 Front Street, Room 211, Hempstead, NY 11550, no later than 11:00 AM on _____.
- 3. Upon notice the Town reserves the right, as best serves its interest, to change any of the project dates set forth in this RFQ, including, but not limited to, the due date for receipt of submissions.

SECTION V EVALUATION

The Town's objective is to select firms or entities that will provide high quality and cost effective services. Pursuant to its procurement policy, the selection of firms or entities to the panel of service providers will be based upon the following RFQ criteria: cost of service, experience, skills, performance history/references, reputation, time frame for contracting and implementation of service delivery, bonding and insurance requirements, financial viability, licenses and/or certifications, staffing and relevant personnel resumes. The selection process will begin with the review and evaluation of each of the written

Responses by an evaluation committee. The purpose of this evaluation is two-fold:

- i) to examine the responses for compliance with this RFQ;
- ii) to identify the compliant firms or entities that have the highest probability of fully performing the scope of services for the Town at the best value.

SECTION VI CONTACT INFORMATION

Any inquiries concerning this RFQ must be in writing or by email and should be addressed to _____, One Washington Street, Hempstead, NY 11550 or _____@tohmail.org. All inquiries must bear the RFQ number assigned to this RFQ.

TEMPLATE

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING AN AMENDMENT TO THE
TOWN'S PROCUREMENT POLICY TO REQUIRE PUBLICATION OF
ADVERTISEMENTS FOR BIDS AND REQUEST FOR QUALIFICATIONS (RFQ)
IN THE NEW YORK STATE CONTRACT REPORTER.**

WHEREAS, the Town of Hempstead (the "Town") has heretofore adopted a procurement policy, and amended same, pursuant to Section 104-b of the New York State General Municipal Law (the "GML") concerning internal policies and procedures governing the procurement of goods and services not subject to the bidding requirements of Section 103 of the GML (the "Procurement Policy and Procedures"); and

WHEREAS, consistent with the Town's objective in identifying and notifying businesses of new opportunities to participate in Town procurement activities, the Town Board desires to have all procurement contracts, including: (a) contracts for public works involving an expenditure of more than \$35,000; (b) purchase contracts involving an expenditure of more than \$20,000; and (c) RFPs and RFQs with a value greater than \$10,000, published in the New York State Contract Reporter and on the Town's website (the "Amendment"); and

WHEREAS, the Board wishes to authorize the Amendment to the Procurement Policy and Procedures;

NOW, THEREFORE, BE IT

RESOLVED that the Town Board does hereby authorize the Amendment to the Procurement Policy and Procedures, as set forth in the amended Procurement Policy and Procedures, a copy of which is annexed hereto and will be on file in the offices of the Town Clerk and Comptroller; and be it further

RESOLVED that the Amendment to the Procurement Policy and Procedures shall take effect on December 1, 2018; and be it further

RESOLVED that the Town Comptroller, the Department of General Services and all other departments that oversee procurement be and hereby are directed to implement the amended Procurement Policy and Procedures in compliance with this resolution.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 12

Case # 28103

TOWN OF HEMPSTEAD
PROCUREMENT POLICY AND PROCEDURES

In order to assure the prudent and economical use of public moneys in the best interests of the taxpayers of the Town, to facilitate the acquisition of goods and services of maximum quality at the lowest possible cost under the circumstances, and to guard against favoritism, improvidence, extravagance and fraud while recognizing the need for governmental work and services to be performed timely, the following Procurement Policy and Procedures shall govern procurement in the Town:

Guideline 1: Evaluation under General Municipal Law (GML) Section 103.

Every prospective purchase of goods or services shall be evaluated to determine the applicability of GML Section 103. Every town officer, board, department head or other personnel with the requisite purchasing authority (hereinafter "Purchaser") shall consider the reasonably expected aggregate amount of all purchases of the same commodities, services or technology to be made within the twelve-month period commencing on the date of purchase. That estimate shall include the canvass of other Town departments and past history to determine the likely yearly value of the commodity to be acquired. The information gathered and conclusions reached shall be documented and kept with the file or other documentation supporting the purchase activity.

Guideline 2: Goods and/or Public Works Contracts below Bid Threshold.

- (a) All estimated purchases of the bid threshold amount or less but greater than \$5,000.00 require a written request for a proposal (RFP) and/or written/fax quotes from **three** (3) vendors; \$5,000.00 or less but greater than \$2,000.00 require an oral request for the goods and/or oral/fax quotes from two (2) vendors; \$2,000.00 or less are left to the discretion of the Purchaser.
- (b) All estimated public works contracts of the bid threshold amount or less but greater than \$15,000.00 require a written RFP and/or fax/proposals from three (3) contractors; \$15,000.00 or less but greater than \$4,000.00 require a written RFP and/or fax/proposals from two (2) contractors; \$4,000.00 or less are left to the discretion of the Purchaser. Any written RFP shall describe the desired goods, quantity and the particulars of delivery. The Purchaser shall compile a list of all vendors from whom written/fax/oral quotes have been requested and the written/fax/oral quotes offered; all information gathered in complying with the procedures of this Guideline shall be preserved and filed with the documentation supporting the subsequent purchase or public works contract.
- (c) The lowest responsible proposal or quote shall be awarded the purchase or public works contract unless the Purchaser prepares a written justification providing reasons why it is in the best interest of the town and its taxpayers to make an award to other than the low bidder. If a bidder is not deemed responsible, facts supporting that judgment shall also be documented and filed with the record supporting the procurement.
- (d) A good faith effort shall be made to obtain the required number of proposals or quotations. If the Purchaser is unable to obtain the required number of proposals or

quotations, the Purchaser shall document the attempt made at obtaining the proposals. In no event shall the inability to obtain the proposals or quotes be a bar to the procurement.

Guideline 3: Exceptions.

Except when directed by the Town Board or otherwise provided in these guidelines, no solicitation of written proposals or quotations shall be required under the following circumstances:

- a. acquisition of professional services in the amount of \$10,000.00 or less;
- b. emergencies with written justification;
- c. sole source situations;
- d. goods purchased from agencies for the blind or severely handicapped;
- e. goods purchased from another governmental agency;
- f. goods purchased at auction;
- g. emergency need for legal counsel or professional services;
- h. procurements that are subject to competitive bidding or other statutory procurement policies including, but not limited to § 103 of the GML, § 103(3) of the GML, § 104 of the GML, § 175(b) of the State Finance Law and § 186 of the NYS Correction Law.

Guideline 4: Establishment of a Qualified Service Provider List for Certain Professional Services.

- (a) Simultaneously with the Resolution adopting the annual Budget of the Town, the Town Board shall adopt a resolution establishing Request for Qualifications (“RFQ”) criteria to solicit service providers to provide those services projected to be required by the Town that are not subject to competitive bidding and not exempt from this Policy. Examples of the type of services where the Town shall solicit RFQs include but shall not be limited to: auditing, legal, engineering, financial, insurance, architecture and surveying services.
- (b) The RFQ criteria shall include, but not be limited to municipal rates, experience factors, performance history, and bonding and insurance requirements. For legal services, the Town’s municipal rate shall be \$250 per hour for non-trial work, and \$1000 per diem for trials, but the Town Board may adjust this fee schedule in the legal services RFQ to properly reflect changes in the marketplace. Responses to the RFQ shall be received no later than January 15 of the year following the adoption of the resolution establishing the RFQ.
- (c) The Town shall advertise the RFQs in a newspaper of general circulation, consistent with the procedures for advertising a public bid under General Municipal Law Section 103, **and shall contemporaneously publish such procurement opportunity on the Town’s website and in the New York State Contract Reporter, as set forth in Guideline 7 herein.**
- (d) There shall be a committee to evaluate RFQs for such services.

- i. **For non-legal services:** For the procurement of non-legal professional services subject to the Policy, the committee shall comprise four (4) members: two designees of the Commissioner for the department from which the RFQ is generated or overseen; the Supervisor's Chief of Staff or his/her designee; and the Town Board Chief of Staff or his/her designee. The committee members shall review and evaluate the qualifications. At its discretion, the committee may elect to interview each firm, make visits to each firm or review prior work done by each firm.
 - ii. **Legal Services:** The committee to evaluate legal services RFQ shall comprise the Town Attorney or his/her designee; the Counsel to the Supervisor or his/her designee; and the Counsel to the Town Board or his/her designee. Notwithstanding anything to the contrary, at any time prior to the establishment of the panel, the Town Attorney is authorized to immediately engage the legal services of outside counsel on an emergency basis. Contemporaneous with such engagement, the Town Attorney shall provide written notification of such emergency engagement, including the basis of the emergency, to the Counsel to the Supervisor or his/her designee and the Counsel to the Town Board or his/her designee.
- (e) The Purchaser shall, on or before January 30 of each year, recommend to the Town Board the vendors and service providers who satisfy the RFQ. The Town Board shall thereafter adopt a resolution establishing the list of service providers who are deemed qualified to provide services projected to be required by the Town that are not subject to competitive bidding and not exempt from this Policy (the "Eligible Providers"). Placement on the panel does not constitute any representation that the Town will assign work to any firm or entity placed thereon.
- (f) For the procurement of non-legal professional services subject to the Policy, the Town shall issue RFPs when the procurement amount is expected to cost more than \$10,000. Except as otherwise provided in paragraph (g), the only proposals that the Town will consider are those from the Eligible Provider list for the particular service.
- (g) Except as otherwise provided in paragraph (h), for the procurement of legal services subject to the Policy that are expected to cost more than \$10,000, the Town Attorney shall be authorized to assign matters, on an as-needed basis, to those law firms on the legal services Eligible Provider list. The Town Board must approve any new referral of any legal matter to any law firm when that law firm's legal bills for the calendar year exceed \$500,000.
- (h) To the extent practicable and feasible, the Eligible Providers shall perform the services required by the Town that are not subject to competitive bidding and not exempt from this Policy. If a Purchaser determines that a service required by the Town that is not subject to competitive bidding and not exempt from this Policy is not able to be performed by an Eligible Vendor, the Purchaser shall document their determination and issue an RFP, consistent with the provisions of Guideline 5.

Guideline 5: Requests for Proposals.

For legal and non-legal professional services expected to be in excess of \$10,000 which are not annually recurring services and which are unable to be performed by an Eligible Vendor, the Purchaser shall issue an RFP.

- (a) The Town shall advertise the RFPs in a newspaper of general circulation, consistent with the procedures for advertising a public bid under GML Section 103, **and shall contemporaneously publish such procurement opportunity on the Town's website and in the New York State Contract Reporter, as set forth in Guideline 7 herein.**
- (b) In selecting a service provider, the Town shall utilize the committees established in Guideline 4 to evaluate the RFP response, and shall consider the prospective service provider's qualifications, including but not limited to experience, skill, training, staffing and reputation of the prospective service provider, in addition to the cost of the services to be rendered. "Cost of services" shall be one factor and given equal weight to any other factors considered in selecting a firm or entity to provide the services.

Guideline 6: Town Board Approval Required.

No agreement for professional services shall be renewed, and no option to extend a professional services agreement shall be exercised, without Town Board approval.

Guideline 7: Publication in the New York State Contract Reporter and Town website.

All procurement contract requests, including: (a) contracts for public works involving an expenditure of more than \$35,000; (b) purchase contracts involving an expenditure of more than \$20,000; and (c) RFPs and RFQs with a value greater than \$10,000, shall be published on the Town's website and on the New York State Contract Reporter website, (www.nyscr.ny.gov). All Town departments shall, prior to soliciting proposals, submit the following information to the Director of Purchasing;

- (1) The solicitation number;**
- (2) A brief description of the goods and/or services sought, the location where goods are to be delivered and/or services provided and the contract term;**
- (3) The address where bids or proposals are to be submitted;**
- (4) The due date for bids or proposals;**
- (5) The deadline for questions from bidders or proposers;**
- (6) A description of any eligibility or qualification requirements or preferences;**
- (7) A statement as to whether the contract requirements may be fulfilled by a subcontracting, joint venture or coproduction arrangement;**
- (8) Any other information deemed useful to potential contractors;**
- (9) The name, address, and phone number of the person to be contacted for additional information.**

Such information will be submitted to the Director of Purchasing in accordance with the schedule established by the Department of Purchasing. The due date for bids or proposals will be a minimum of 10 business days after the date of publication of such notice on the Contract Reporter website, except where a different period is specifically authorized by the Department of Purchasing or the Town Board.

This section does not apply to contracts awarded pursuant to the exceptions contained in Guideline 3.

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE AWARD OF A BID TO RICHARD W. GRIM, INC. FOR RECONSTRUCTION OF PROSPECT AVENUE (PHASE 2) BENNITO STREET AREA, EAST MEADOW, TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK PW# 25-18

WHEREAS, the Commissioner of General Services (the "Commissioner") solicited bids for Reconstruction of Prospect Avenue (Phase 2) Bennito Street Area, East Meadow, Town of Hempstead, Nassau County, New York; PW# 25-18 (the "Project"); and

WHEREAS, the bids submitted pursuant to such solicitation were opened and read in the office of the Commissioner on November 1, 2018; and

WHEREAS, the bids were referred to the Engineering Department for examination and report as follows:

Richard W. Grim, Inc.	\$1,628,670.00
Valente Contracting	\$1,736,210.00
Pratt Brothers	\$1,830,160.00

WHEREAS, the Commissioner of the Engineering Department reported that lowest bid was received from Richard W. Grim, Inc., 35 Bridle Path, Remsenburg, New York 11960 in the sum of \$1,628,670.00, and it appears that said bidder is duly qualified and recommends acceptance to the Town Board; and

WHEREAS, consistent with the recommendation of the Commissioner of the Engineering Department, the Town Board desires to authorize the award of a contract for the Project to Richard W. Grim, Inc., as the lowest responsible bidder at its bid price of \$1,628,670.00

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board hereby awards a contract for the Project to Richard W. Grim, Inc., 35 Bridle Path, Remsenburg, New York 11960, as the lowest responsible bidder at its bid price of \$1,628,670.00; and be it further

RESOLVED, that upon execution of the contract by Richard W. Grim, Inc., the required Performance Bond and Insurance, when approved by the Town Attorney as to form, be filed in the Town Clerk's Office together with the contract; and be it further

RESOLVED, that the Town Board authorizes the Commissioner of the Department of Engineering to execute, on behalf of the Town of Hempstead the agreement with Richard W. Grim, Inc., and authorizes and directs the Comptroller to pay the cost of the Project in accordance with the contract in the amount of \$1,628,670.00 with payments to be made from the Town Highway Capital Improvement Funds, Account No.: and 9559-503-9559-5010.

The foregoing resolution was adopted upon roll call as follows:

AYES:
NOES:

Item # 13
Case # 29534

BIDDER ACKNOWLEDGEMENT

Bidder acknowledges receipt of the following addendum (list all)

ADDENDUM: _____ DATE: _____ SIGNATURE OF PERSON SIGNING PROPOSAL: _____

Bidder agrees to perform all of the ITEMIZED

work described in the Bid Documents for the sum of:

ONE MILLION, SIX HUNDRED TWENTY EIGHT THOUSAND, SIX HUNDRED SEVENTY DOLLARS -
(\$ 1,628,670)

Amount Shall Be Shown in Both Words and Figures. (In case of discrepancy, the amount shown in words will govern.)

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

NOTE: The Bidder also acknowledges General Notes 1, 2, 3, 4, etc. in Section 10, entitled: "Scope of Work - Legal Notices - General Notes."

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 45 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of the bid, Bidder will execute a formal Contract with the Owner and deliver the required insurance coverage and surety bonds within ten (10) days thereafter.

The bid security attached in the sum of 5%
is to become the property of the Owner in the event the required bonds and insurance are not provided and the Contract is not executed within the time above set forth, as liquidated damages for delay and additional expense to the Owner caused thereby.

Respectfully Submitted:

By [Signature]
(Signature)

President
(Title)

PO Box 875
(Business Address)

Kennewick WA 98501 TF-1

(Seal - if bid is by a Corporation)

COUNCIL MEMBERS

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

SYLVIA A. CABANA
TOWN CLERK

DONALD X. CLAVIN, JR.
RECEIVER OF TAXES

DOUGLAS L. TUMAN, P.E., ESQ.
COMMISSIONER

JEFFREY M. TIERNEY
DEPUTY COMMISSIONER

TOWN OF HEMPSTEAD

DEPARTMENT OF ENGINEERING

350 FRONT STREET, HEMPSTEAD, NY 11550-4037
(516) 812-3479 FAX (516) 393-0074



LAURA A. GILLEN
SUPERVISOR

CONTRACTOR'S / VENDOR'S PUBLIC DISCLOSURE STATEMENT (TO BE SUBMITTED WITH CONTRACTOR'S BID)

- Contractor's / Vendor's Name Richard W Green Inc
Address PO Box 875
City and State Rensselaerburg NY Zip Code 11960
Phone Number 516-810-4469 Fax Number 516-325-7166 E-Mail Address RWG11@PTONLINE.NET
- Contracting Department's Name Engineering Dept
Address 350 Front St, 4E St NY 11550
- Payee Identification or Social Security No. [REDACTED]
- Type of Business: Corporation Partnership
- Table of Organization. List Names and Addresses of all principals (that is, all individuals serving on the Board of Directors or comparable body, names and addresses of all partners, names and addresses of all corporate officers.
Richard Green - Pres. Rensselaerburg NY
James Green - Sec.
- List names and addresses of those individual shareholders holding more than five percent (5%) interest in the firm (if applicable).
Richard Green - Rensselaerburg NY
James Green
- Signature: [Signature]
Title: President Date: 10/31/10

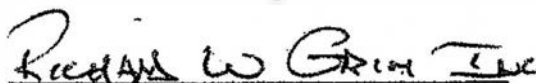
S.P.D.E.S.

CONTRACTOR'S CERTIFICATION STATEMENT

"I certify under penalty of law that I understand and agree to comply with the terms and conditions of the Town of Hempstead's storm water management program and agree to implement any corrective actions identified by the Town of Hempstead or a representative. I also understand that the Town of Hempstead must comply with the terms and conditions of the New York State Pollutant Discharge Elimination System ("SPDES") general permit for storm water discharges from the Municipal Separate Storm Sewer Systems ("MS4s") and that it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards. Further, I understand that any noncompliance by the Town of Hempstead will not diminish, eliminate or lessen my own liability."

Contractor (Principal of Company)





CONTRACTOR'S QUALIFICATION STATEMENT

The signatory of this questionnaire certifies under oath the truth and correctness of all statements and all answers to interrogatories made.

SUBMITTED TO: Commissioner of General Services
Town of Hempstead, Nassau County, New York

SUBMITTED BY: RICHARD W. GRIFFIN III

PRINCIPAL OFFICE: PO Box 875 Hempstead NY 11560

Names and Addresses of Owners, Corporate Officers, Partners, etc.

PRINCIPAL OFFICERS

PRESIDENT:

RICHARD GRIFFIN Hempstead NY CIVIL ENGR. - P.E.
(Name) (Address) (Background Profession or Trade)

VICE PRESIDENT:

(Name) (Address) (Background Profession or Trade)

SECRETARY:

JAMES GRIFFIN Hempstead NY Accountant
(Name) (Address) (Background Profession or Trade)

TREASURER:

(Name) (Address) (Background Profession or Trade)

The Contractor is (Check one of the following):

- Sub-chapter "S" Corporation
- Public Corporation
- Closely Held Corporation
- Partnership
- Individually Owner Business

The Contractor's Federal Employer Identification Number is: 11-2805577

List Stockholders

(Not required if publicly held, however, disclosure is required if more than 10% of the Stock is held by one person).

	<u>NAME</u>	<u>ADDRESS</u>
1.	Richard Christ	Reynoldsburg OH
2.	James Greer	" "
3.		
4.		

Individual Ownership or Partnership (List all Names and Addresses)

	<u>NAME</u>	<u>ADDRESS</u>
1.		
2.		
3.		
4.		

NOTE:

Failure to supply above information prior to, or at bid opening will cause an informal bid that will be disqualified.

Persons or firms submitting bids must be engaged in the lines of work required in these specifications, or shall be able to refer to work of similar character performed by them. Bidders must present satisfactory evidence of experience, ability and financial standing, and also a statement as to their plant and machinery.

1. Your organization has been in business as a General Contractor under its present business name for _____ years.

2. You normally perform _____% of the work with your forces.

List the Trades Below:

3. Have you ever failed to complete any work awarded to you? _____

If so, note where and why. _____

4. List the major construction projects your organization has under construction at on this date.

<u>Project</u>	<u>Owner</u>	<u>Engineer</u>	<u>Contract Amount</u>	<u>Percent Complete</u>	<u>Scheduled Completion</u>
----------------	--------------	-----------------	----------------------------	-----------------------------	---------------------------------

A. _____

B. _____

C. _____

D. _____

E. _____

5. List five major projects your organization has completed in the past five years.

<u>Project</u>	<u>Owner</u>	<u>Engineer</u>	<u>Contract Amount</u>	<u>Date Of Completion</u>	<u>Work Done With Own Forces % of Work Trades</u>
(1)					
(2)					
(3)					
(4)					
(5)					

6. List the contraction experience of the principal individual of your organization (particularly the anticipated project supervisors).

<u>Individual's Name</u>	<u>Present Position or Office</u>	<u>Years of Experience</u>	<u>Type of work for which Responsible</u>	<u>In What Capacity</u>
A.				
B.				
C.				
D.				
E.				
F.				

7. Itemized list of bidder's major plant and equipment.

A. _____

B. _____

C. _____

D. _____

E. _____

F. _____

G. _____

8. Bank References.

A. _____

B. _____

9. Tradeassociation membership(s).

A. _____

B. _____

C. _____

10. Attach state of financial conditions, including Contractor's latest regular dated financial statement or balance sheet.

Date of current statement or balance sheet: _____

Name and address of firm preparing statement: _____

Dated at _____ this _____ Day of _____ 20____

Name of organization: Richard W Grim Inc
By: Richard Grim [Signature]
Title: President

State of N.Y.
County of Nassau

Mr. Richard Grim being duly sworn deposes and says that he/she is
the president of Richard Grim Inc Contractor
and that answers to the foregoing questions and all statements therein contained are true and correct.

Sworn to before me this 30 day of October 2018.

Notary Public:

K. McMahon

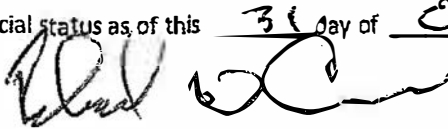
My Commission Expires:

KATHLEEN MCMAHON
Notary Public, State of New York
Reg. No. 01MC6344506
Qualified in Nassau County
Commission Expires July 5, 2020

**CERTIFICATION OF CONTRACTOR'S
QUALIFICATION STATEMENT**

CURRENT

I certify that (our) (my) qualifications statement dated Jan 2nd 2018, as on file with the Department of General Services, Town of Hempstead, is current and that it reflects (our) (my) organization, operations, and financial status as of this 31 day of Oct 2018 with the following exceptions:



STATE OF: NY

COUNTY OF: Nassau

Mr. Richard Grim being duly sworn deposes and says that he/she is the president of Richard Grim Inc. Contractor

and that answers to the foregoing and all statements therein contained are true and correct.

Sworn to before me this 30 day of October 2018

NOTARY PUBLIC:



MY COMMISSION EXPIRES:

KATHLEEN MCMAHON
Notary Public, State of New York
Reg. No. 01MCG344506
Qualified in Nassau County
Commission Expires July 6, 2020

NON-COLLUSIVE BIDDING CERTIFICATION

(Required by Section 103-D of the General Municipal Law)

By submission of this Bid, each Bidder and each person signing on behalf of any Bidder, certifies and in the case of a joint Bid, each party thereto certifies as to its own organization under penalty of perjury, that to the best of knowledge and belief:

- 1. The prices in this Bid have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;
- 2. Unless otherwise required by law, the prices which have been quoted in this Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any Bidder or to any competitor; And
- 3. No attempt has been made or will be made by the Bidder to induce any other person, partnership, or corporation to submit or not submit a Bid for the purpose of restricting competition.

Dated 10/31, 20 18

Richard W. Grum, Inc.
(Legal Name of Person Firm or Corporation)
By [Signature]

THE FOLLOWING RESOLUTION FORM MUST BE COMPLETED IF THE BIDDER IS A CORPORATION:

Resolved that Richard W. Grum, Inc. President Richard W. Grum, Inc.
(Name and Title of Signatory and Name of Corporation)

be authorized to sign and submit the Bid or Proposal of this corporation for the following project:

Town of Hempstead Road Improvement
Prospect Ave (II) - Benito St. Area
East Meadow NY Ref # 25-18

And to include in such Bid the certificate as to non-collusion required by Section 103-D of the General Municipal Law as the act and deed of such corporation and for any inaccuracies or misstatement in such certificate this corporate Bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by

Richard W. Grum, Inc. Corporation
(Name of Corporation)

at a meeting of its board of directors held on the 3rd day of Jan, 20 18

(SEAL OF CORPORATION)

[Signature]
(Secretary)

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we RICHARD W. GRIM, INC. (Here insert full name and address of Contractor)

Richard W. Grim, Inc. P.O. Box 875, Remsenburg, NY 11960 as Principal, hereinafter called the Principal, and ARCH INSURANCE COMPANY (Here insert full name and address of Surety) Three Parkway, Suite 1500 Philadelphia, PA 19102

a corporation duly organized under the laws of the State of MO as Surety, hereinafter called the Surety, are held and firmly bound unto. (Here insert full name and address of Owner) Town of Hempstead 350 Front Street Hempstead, NY 11550

as Obligee, hereinafter called the Obligee, in the sum of

Five percent of amount bid, Dollars (\$ 5% of Amount Bid), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for ROAD IMPROVEMENT PROSPECT AVENUE PHASE 2 / BENITO STREET AREA EAST MEADOW, NY

PW# 25-18

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 30th day of Oct 2018 200

(Witness) RICHARD W. GRIM, INC. (Principal) (Seal) Richard W. Grim (Title)

(Witness) ARCH INSURANCE COMPANY (Surety) (Seal) (Title) Attorney-in-Fact

POWER OF ATTORNEY

Know All Men By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal office in Kansas City, Missouri (hereinafter referred to as the "Company") does hereby appoint

Richard G. Avery and Karen C. Bowling

Thomas Bean, Gerard S. Machofz, Rita Sagistano, Susan Lupski, Robert T. Pearson

Joseph Dobkowski, Jr., Adrienne Scalera and Kathleen M. Cristiano

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds and undertakings

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

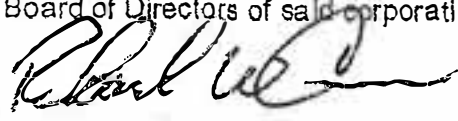
This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Vice President, the seal of the Company, and certifications by the Vice President, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

ACKNOWLEDGMENT OF PRINCIPAL - IF A CORPORATION

STATE OF NY }
COUNTY OF Nassau } SS

On this 30 day of October, before me personally appeared Richard Grim to be known, who, being by me duly sworn, did depose and say; that he/she resides at 35 Bridle Path, Kemsenburg, NY 11960, that he/she is the Richard W. Grim Inc President of Richard W. Grim Inc the corporation described in and which executed the within insurance instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the Board of Directors of said corporation; and that he/she signed his Richard W. Grim name thereon by like order,



K. McMahon
Notary Public, State of New York
Reg. No. 01MC6344506
Qualified in Nassau County
Commission Expires July 5, 2020

ACKNOWLEDGMENT OF PRINCIPAL - IF INDIVIDUAL OR FIRM

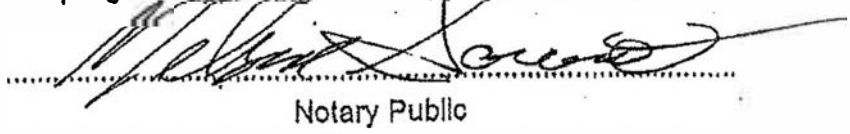
STATE OF }
COUNTY OF } SS

On this day of, before me personally appeared to me know to be (the individual) (one of the firm) of, described in and who executed the within instrument and he/she thereupon acknowledged to me that he/she executed the same (as the act and deed of said firm).

ACKNOWLEDGMENT OF SURETY COMPANY

STATE OF NEW YORK }
COUNTY OF NASSAU } SS

On this 10-29-18, before me personally came Richard W. Grim to me known, who, being by me duly sworn, did depose and say; that he/she resides in SUFFOLK COUNTY State of NEW YORK, that he/she is the Attorney-in-Fact of the ARCH INSURANCE COMPANY the corporation described in which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order; and the affiant did further depose and say that the Superintendent of Insurance of the State of New York, pursuant to Section 1111 of the Insurance Law of the State of New York, issued to ARCH INSURANCE COMPANY (Surety) his/her certificate of qualification evidencing the qualification of said Company and its sufficiency under any law of the State of New York as surety and guarantor, and the propriety of accepting and approving it as such, and that such certificate has not been revoked.



Notary Public
MELISSA SARACINO
Notary Public, State of New York
No. 01SA6155895
Qualified in Nassau County
Commission Expires November 20, 2018

NY acknowledgement

12-12 B

CASE NO.

RESOLUTION NO.

Adopted:

Council
resolution and moved its adoption:

offered the following

**RESOLUTION AUTHORIZING THE AWARD OF FORMAL BID
#17-2018 TO PERFORM MOLD AND ASBESTOS REMEDIATION
FOR THE TOWN OF HEMPSTEAD LABORATORY.**

WHEREAS, the Director of Purchasing, on behalf of the Department of Conservation and Waterways, solicited bids for mold and asbestos remediation for the Town of Hempstead laboratory located at 1 Parkside Drive, Point Lookout, NY 11572, Formal Bid #17-2018 (the "Project"); and

WHEREAS, the following bids in response to the solicitation (the "Bids") were received and opened in the Department of Purchasing on October 17, 2018:

Unitech Services Group 241-4 Fehr Way Bay Shore, NY 11706	\$138,800.00
PMG General Solutions 77 Weber Avenue Malverne, NY 11568	\$298,000.00
KNS Services Corp. 48-30 40 th Street Sunnyside, New York 11104	\$187,700.00

WHEREAS, the Commissioner of the Department of Conservation and Waterways (the "Commissioner"), after reviewing the Bids, recommends that the contract for the Project be awarded to Unitech Services Group, 241-4 Fehr Way, Bay Shore, NY 11706 (the "Contractor") as the lowest responsible bidder at its bid price of One Hundred Thirty Eight Thousand Eight Hundred and 00/100 Dollars (\$138,800.00); and

WHEREAS, the Town Board after due deliberation desires to authorize the award of a contract to the Contractor as recommended by the Commissioner.

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board hereby awards a contract for the Project to Unitech Services Group, 241-4 Fehr Way, Bay Shore, NY 11706, as the lowest responsible bidder at its bid price of One Hundred Thirty Eight Thousand Eight Hundred and 00/100 Dollars (\$138,800.00); and be it further

RESOLVED, that the Commissioner be and is hereby authorized to execute the contract documents, if any, prepared in connection with formal bid #17-2018 and the Comptroller is authorized and directed to make payments in an amount not to exceed \$138,800.00 from the Department of Conservation and Waterways account code 7A14-506-7A14-5010.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

14

Case #

11172

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution

And moved its adoption :

RESOLUTION AUTHORIZING THE REIMBURSEMENT OF TRAVEL RELATED EXPENSES INCURRED BY AN EMPLOYEE FOR ATTENDANCE AT THE VETERANS IN ECONOMIC TRANSITION CONFERENCE IN ALBANY, NEW YORK.

WHEREAS, the Town of Hempstead (the "Town") encourages opportunities for local veteran owned businesses; and

WHEREAS, the Veterans in Economic Transition Conference (the "Conference") is an annual event designed to aid veterans in understanding business opportunities which may be available to them based on their status as a veteran; and

WHEREAS, the Commissioner of General Services (the "Commissioner") authorized Gordon Fox, Director of Purchasing (the "Employee") to attend the Conference held at The Desmond Hotel, 660 Albany Shaker Road, Albany, NY 12211 on November 27, 2018 through November 28, 2018; and

WHEREAS, there is no cost to attend the Conference; and

WHEREAS, the Employee expects the cost of travel related expenses to be no more than \$400.00; and

WHEREAS, the Commissioner has recommended that it is in the best interest of the Town to reimburse the Employee in an amount not to exceed \$400.00 for the reasonable travel costs associated with attendance at the Conference; and

WHEREAS, consistent with the Commissioner's recommendation, the Town Board desires to authorize the reimbursement of travel related expenses as described herein.

NOW, THEREFORE, BE IT

RESOLVED, that the Employee is hereby authorized to attend the Conference on behalf of the Town; and be it further

RESOLVED, that the Town Board hereby approves the reimbursement of an amount not to exceed \$400.00 to the Employee for the reasonable travel costs associated with attendance at the Conference; and be it further

RESOLVED, that the Comptroller be and hereby is authorized to reimburse the Employee for the actual and necessary expenses in an amount not to exceed \$400.00, upon satisfactory proof that such payment was made, and that such reimbursement be charged against Account Number 010-001-1490-4151 (Fees and Services Expense).

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 15
Case # 21189
18077

CASE NO.

RESOLUTION NO.

ADOPTED:

its adoption: offered the following resolution and moved

RESOLUTION AUTHORIZING PAYMENT FOR RENTAL OF A PORTION OF VARIOUS FACILITIES FOR TOWN OF HEMPSTEAD CIVIL SERVICE EXAMINATIONS IN THE CALENDAR YEAR 2019.

WHEREAS, the Civil Service Commission of the Town of Hempstead will conduct certain Civil Service examinations, as required by the New York State Civil Service Commission and the Civil Service Law of the State of New York on dates to be determined as deemed necessary by the Civil Service Commission in the calendar year 2019;

WHEREAS, the Executive Director of the Civil Service Commission of the Town of Hempstead be and is hereby authorized and directed to lease necessary rental space at an agreed upon hourly rate with various public and private school facilities including Nassau Community College, Hofstra University and Adelphi University, for each date of use, and a total annual rental not to exceed \$5,000.00 in the calendar year 2019;

WHEREAS, the Civil Service Commission of the Town of Hempstead will use a portion of the various above-reference facilities for the purpose of conducting said Civil Service examinations on each date of use as provided hereinabove, at a reasonable and agreed upon cost;

WHEREAS, this Town Board deems it in the public interest to have the use of said facilities;

NOW, THEREFORE, BE IT

RESOLVED, that the rental cost as above set forth be charged against the Town of Hempstead Civil Service Commission Account #010-001-1431-4120 - Rents -- Space and not to exceed an annual aggregate rental of \$5,000.00 in the calendar year 2019.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 16

Case # 17150

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution

and moved its adoption:

**RESOLUTION AUTHORIZING REIMBURSEMENT OF
FEES FOR APPOINTMENT AS NOTARY PUBLIC TO
LINDA A. ROBERTS, AN EMPLOYEE OF THE CIVIL
SERVICE COMMISSION**

WHEREAS, it is necessary that the Civil Service Commission has available at all times the services of a person who is a certified notary public; and

WHEREAS, the Civil Service Commission has requested Linda A. Roberts, an employee of the Civil Service Commission, to make application for appointment by the State of New York to be commissioned as a notary public until November 13, 2022; and

WHEREAS, the Civil Service Commission deems it necessary and in the public interest to have said employee of the Civil Service Commission become commissioned and certified as a notary public; and

NOW, THEREFORE, BE IT

RESOLVED, that Linda A. Roberts, who resides at 637 Seaford Avenue, Massapequa, New York 11758, an employee of the Civil Service Commission, is authorized to apply for reappointment and certification as a notary public and that she be reimbursed for the actual and necessary fees in connection therewith, not to exceed an amount of \$60.00, such reimbursement to be made from and charged to the Civil Service Commission, Account No. 010-001-1431-4040.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

17

Case #

28049

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE TRANSFER OF FUNDS FROM
PARKS & RECREATION FUND APPROPRIATED FUND BALANCE ACCOUNT
TO VARIOUS PARKS & RECREATION OPERATING FUND ACCOUNTS.

RESOLVED, that the Supervisor be and she hereby is authorized to effect the following:

400-007-7110 – PARKS & RECREATION OPERATING FUND

FROM: 400-5990	Appropriated Fund Balance	\$305,500.00
TO: 400-007-7110-4640	Ground R & M	\$137,500.00
TO: 400-007-7110-4110	Utilities	\$ 60,000.00
TO: 400-007-7110-4130	Rent of Equipment	\$ 52,000.00
TO: 400-007-7110-4800	Materials & Supplies	\$ 27,000.00
TO: 400-007-7110-4090	Building Maintenance	\$ 14,500.00
TO: 400-007-7110-4030	Maintenance of Equip.	\$ 2,000.00
TO: 400-007-7110-4830	Janitorial Supplies	\$ 9,000.00
TO: 400-007-7110-4860	Paint & Paint Supplies	\$ 3,500.00

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

18

Case #

6305

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION AWARDED PURCHASE CONTRACT #108-2018 FOR YEARLY REQUIREMENTS FOR: REMOVAL & DISPOSAL OF CONCRETE, BRICK, BLOCK, ROCK, DIRT & ASPHALT

WHEREAS, the Director of Purchasing, on behalf of the Commissioner of Sanitation, advertised for the Yearly Requirements for: Removal & Disposal of Concrete, Brick, Block, Rock, Dirt & Asphalt; and

WHEREAS, said bids were received and opened on October 17, 2018 with the following results:

1. Stasi General Contracting, LLC
11 Richard Street
Hicksville, NY 11801

ITEM NO.	UNITS	BID QUANTITY	UNIT PRICE	TOTAL COST
1A	TON	1,000	\$ 5.00	\$ 5,000.00
1B	TON	1,000	\$ 5.00	\$ 5,000.00
1C	TON	10,000	\$ 20.00	\$ 200,000.00
			TOTAL	\$ 210,000.00
2A	TON	1,000	\$ 20.00	\$ 20,000.00
2B	TON	1,000	\$ 20.00	\$ 20,000.00
2C	TON	10,000	\$ 25.00	\$ 250,000.00
			TOTAL	\$ 290,000.00

Item # 19

Case # 17083

2.. Liotta Brothers Recycling, Corp.
 3966 Long Beach Road
 Island Park, NY 11558

ITEM	UNITS	BID	UNIT	TOTAL
NO.		QUANTITY	PRICE	COST
1A	TON	1,000	\$ 50.00	\$ 50,000.00
1B	TON	1,000	\$ 55.00	\$ 55,000.00
1C	TON	10,000	\$ 65.00	\$ 650,000.00
			TOTAL	\$ 755,000.00
2A	TON	1000	\$ 45.00	\$ 45,000.00
2B	TON	1000	\$ 50.00	\$ 50,000.00
2C	TON	10,000	\$ 60.00	\$ 600,000.00
			TOTAL	\$ 695,000.00

3. Jamaica Ash
 172 School Street
 Westbury, NY 11590

ITEM	UNITS	BID	UNIT	TOTAL
NO.		QUANTITY	PRICE	COST
1A	TON	1,000	\$ 85.00	\$ 85,000.00
1B	TON	1,000	\$ 90.00	\$ 90,000.00
1C	TON	10,000	\$ 90.00	\$ 900,000.00
			SUB	\$ 1,075,000.00
			LESS 1%	\$ 10,750.00
			TOTAL	\$ 1,064,250.00
2A	TON	1,000	\$ 85.00	\$ 85,000.00
2B	TON	1,000	\$ 90.00	\$ 90,000.00
2C	TON	10,000	\$ 90.00	\$ 900,000.00
			SUB	\$ 1,075,000.00
			LESS 1%	\$ 10,750.00
			TOTAL	\$ 1,064,250.00

4. Watral Brothers, Inc.
 45 South 4th Street
 Bay Shore, NY 11706

ITEM NO.	UNITS	BID QUANTITY	UNIT PRICE	TOTAL COST
1A	TON	1,000	\$ 75.00	\$ 75,000.00
1B	TON	1,000	\$ 92.00	\$ 92,000.00
1C	TON	10,000	\$ 92.00	\$ 920,000.00
			TOTAL	\$ 1,087,000.00
2A	TON	1000		No bid
2B	TON	1000		No bid
2C	TON	10,000		No bid
			TOTAL	

and;

WHEREAS, for purposes of this bid the following are the categories:

Item 1A - removal and disposal of concrete from the Merrick and Oceanside transfer facilities to Contractor's facility

Item 1B - removal and disposal of asphalt from the Merrick and Oceanside facilities to Contractor's facility

Item 1C - removal and disposal of mixed materials (concrete, asphalt, rock, dirt, brick) from the Merrick and Oceanside facilities to Contractor's facility

Item 2A - Disposal of concrete delivered directly to Contractor's facility located in the Town of Hempstead

Item 2B - Disposal of asphalt delivered directly to Contractor's facility located in the Town of Hempstead

Item 2C - Disposal of mixed materials (concrete, asphalt, rock, dirt, brick) delivered directly to Contractor's facility located in the Town of Hempstead

WHEREAS, the Commissioner recommends that only items Items No. 1A, 1B and 1C of the contract be awarded and therefore there should be no award of Items 2A, 2B and 2C; and

WHEREAS, the Commissioner recommends that the bid submitted by Stasi General Contracting, LLC, 11 Richard Street, Hicksville, New York 11801 represents the lowest qualified bid which meets the qualifications proposed and is acceptable as stated:
 and

WHEREAS, the initial term of the award shall be for a period of one year, beginning upon award of the contract and ending on October 31, 2019, with the option for two (2) one (1) year extensions upon mutual consent; and

WHEREAS, the Commissioner of Sanitation recommends said bid is in the public interest; and

WHEREAS, consistent with the Commissioner's recommendations, the Town Board finds it to be in the best interest of the Town to award that portion of the Contract covering Items 1A, 1B, and 1C to Stasi General Contracting, LLC; and

WHEREAS, consistent with the Commissioner's recommendations, the Town Board finds it to be in the best interest of the Town to not award that portion of the Contract covering Items 2A, 2B, and 2C; and

NOW, THEREFORE, BE IT

RESOLVED, that the Commissioner be and is hereby authorized by the Town Board to award that portion of Purchase Contract #108-2018 for Yearly Requirements for: Removal & Disposal of Concrete, Brick, Block, Rock, Dirt & Asphalt to Stasi General Contracting, LLC, 11 Richard Street, Hicksville, New York 11801; 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: ()

* * * * *

Copy



CONTRACT #108-2018
OPENING DATE AT 11:00 A.M.
WEDNESDAY- OCTOBER 17, 2018

PROPOSALS MUST BE RECEIVED IN THE
DIVISION OF PURCHASING NO LATER THAN
11:00 A.M. ON THE OPENING DATE
LATE PROPOSALS WILL NOT BE CONSIDERED

COPY

CONTRACT PROPOSAL
TOWN OF HEMPSTEAD - STATE OF NEW YORK
FOR BIDS TO BE RECEIVED AND OPENED IN THE OFFICE OF THE
PURCHASING DIVISION
350 FRONT STREET - ROOM 122
HEMPSTEAD, NEW YORK 11550-4037

TITLE: YEARLY REQUIREMENTS FOR: REMOVAL & DISPOSAL OF CONCRETE, BRICK, BLOCK, DIRT & ASPHALT

The undersigned bidder affirms and declares that he/she carefully examined the advertised invitation for bids, the general specifications and detailed specifications, and certifies that this proposal is signed with full knowledge and acceptance of all the provisions thereof and offers and agrees, if this bid is accepted within _____ days from the date of opening of bids to furnish any or all items upon which prices are hereinafter quoted in the quantities and at the prices bid. All prices must include delivery charges. Delivery to be made within _____ days after receipt of order or orders during the contract period.

FROM: UPON AWARD
TO: OCTOBER 31, 2019

Cash Discount of _____ per cent will be allowed for prompt payment within 20 business days.

BID OF Stasi General Contracting, 11 Richard Street, Hicksville, NY 11801
(Name of Bidder) (Address)

(Corporate) By [Signature] Title President Name Saverio Stasi
Seal (Signature of proprietor, partner or officer authorized to sign for corporation title) (Print or type name of signer)

Federal I. D. Number _____ Telephone No. 516-280-9777

E-Mail Barbara@com Fax No. 516-280-9776

BIDDER'S SIGNATURE SHOULD BE ACKNOWLEDGED BELOW.

STATE OF New York
COUNTY OF D Nassau SS.:
On this 10 day of Oct, 2018,
Before me personally appeared Saverio Stasi
To me known and known to be (the individual described in)*
(a member of the firm of Stasi General Contracting LLC
the firm described in) and who executed the within instrument, and Westbury, NY
(he/she) (each and everyone of them severally) duly acknowledge that General Contr
he/she executed the same (as and for the act of deed of
said firm).
Notary Public, New York State
No. 01LE6009340
Commission Expires June 22, 2022

STATE OF New York
COUNTY OF D Nassau SS.:
On this 10 day of Oct 2018,
before me, the subscriber, personally came Saverio Stasi
to me know, who being by a duly sworn
did depose and say that he/she resides in 18 Woodcock Rd.
Westbury, NY; that he/she is the Pres. of Stasi
General Contr the corporation described in and
which executed the above instrument; that he/she knew
the seal of said corporation; that the seal affixed to said
instrument was said corporate seal; that it was affixed by order of
the Board of Directors of said corporation, and that he/she signed
his/her name thereto by like order.

*Notary; X out parts of acknowledgement which do not apply.

Barbara Ann Lewis
Notary Public, New York State
No. 01LE6009340

Barbara Ann Lewis
Notary Public County of _____ State of _____
(FOR INDIVIDUAL(S), FIRM OR PARTNERSHIP)

Barbara Ann Lewis
Notary Public, County of _____ State of _____
(FOR CORPORATIONS) Commission Expires June 22, 2018

**SUPPLY AND DELIVER THE ATTACHED DESCRIBED PROPOSAL
ACCORDING TO SPECIFICATIONS AND CONDITIONS.**

MAIL PROPOSALS EARLY. ALLOW TIME FOR UNAVOIDABLE DELAYS THAT MAY OCCUR.

CONDITIONS:

(1) A SUBSTITUTE FOR THE PRODUCT SPECIFIED WILL BE CONSIDERED IN ALL CASES EXCEPT WHEN OTHERWISE STATED THE BIDDER MUST SUBMIT WITH THE BID SATISFACTORY PROOF THAT ANY SUBSTITUTE OFFERED IS EQUAL TO THE STANDARD SPECIFIED. (2) All bid prices must include deliver within doors unless Town specifies otherwise. (3) No charge shall be made boxing or packing. (4) Use this form. (5) Division of Purchasing reserves the right to reject any or all bids and to award by items, by groups, or as a whole. (6) Issuance of Town Purchase Order constitutes acceptance of bid.

BIDDERS ARE REQUESTED TO ALSO READ THE TERMS AND CONDITIONS ATTACHED HERETO.

IN EXECUTING THIS BID, THE BIDDER WARRANTS THAT THE PRICE SUBMITTED HEREIN ARE NOT HIGHT THAN THOSE OFFERED TO ANY GOVERNMENTL OR COMMERCIAL CONSUMER FOR LIKE DELIVERIES. PRICES: The provisions of the New York State Fair Trade Law (Fed-Crawford Act) and the federal price discrimination law (Robinson-Patman Act) do not apply to purchase by the Town. DO NOT INCLUDE FEDERAL, STATE OR OTHER TAXES IN BID PRICES.

Item No.	DETAILED SPECIFICATIONS	Approximate	Unit	Unit Price	Amount
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The make, grade or brand on which your bid is based must be stated opposite each item.

* See pages 16 & 17 for pricing

CONTRACT SPECIFICATIONS ATTACHED TWENTY SIX (26) PAGES.

NEW YORK STATE PREVAILING WAGE SCHEDULE ENCLOSED.
Pages 10 through 16 – FOR ITEMS 1A, 1B AND 1C ONLY.

SUCCESSFUL BIDDER MUST SUPPLY CERTIFIED PAYROLL RECORDS WITH INVOICE IN ORDER FOR PAYMENT TO BE PROCESSED.

BIDDER MUST SUBMIT TWO (2) COMPLETE BID PACKAGES WITH RESPONSE (ONE ORIGINAL AND ONE COPY) INCLUDING BROCHURES.

THE TOWN BOARD RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS AND TO WAIVE ANY INFORMALITIES IN THE BID RECEIVED, AND TO ACCEPT THE BID MOST FAVORABLE TO THE INTEREST OF THE TOWN, AFTER ALL BIDS HAVE BEEN EXAMINED AND CHECKED.

ALL BIDS MAY BE REVIEWED AT BID OPENING. THEREAFTER, NO REVIEWS, INQUIRIES OR RESULTS OF BID WILL BE PERMITTED UNTIL AWARD HAS BEEN MADE.

NOTE: All bidders MUST sign and have notarized the Certification Affidavit enclosed.

W-9 Request for Taxpayer Identification Number & Certification form (attached) must be filled out and returned with the bid.

ONLY ONE BID PER BIDDER WILL BE CONSIDERED. IF MULTIPLE BIDS ARE RECEIVED FROM ONE BIDDER, THEN ALL BIDS FROM THAT BIDDER WILL BE CONSIDERED INVALID AND UNACCEPTABLE.

ATTENTION VETERANS:

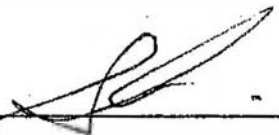
You may have certain rights under Section 162 of the New York State Finance Law in connection with public contracts for the purchase of commodities or provision of services. Specifically, this law may authorize acceptance of a bid submitted by a "qualified veteran's workshop" provided that the bid shall not exceed the lowest responsible bid by greater than 15%. It is incumbent on you to submit all required documentation to the Town, demonstrating your qualification for treatment under that Section. You should consult your attorney to determine your qualification for treatment under the provision.

CERTIFICATION AFFIDAVIT

Note- The Town of Hempstead is prohibited by Town Code section 62-6 from entering into any contract with any vendor relating to services, supplies, information technology, or construction without a sworn certification that the vendor is not engaging, and will not engage during the course of the contract with the Town of Hempstead, in any economic boycott of an American Allied Nation or any American Allied Nation controlled territories, as described in Town Code section 62-6. If the vendor is found by a preponderance of the evidence by the Town Board to have engaged in such a boycott at the time of the submission of the bid, the signing of the contract, or during the course of the contract, the contract may be rescinded and the Town shall be entitled reimbursement of all its out of pocket costs in connection with its dealings with the vendor, as well as any further relief authorized by Town Code section 62-6. By signing this affidavit, the signor is representing that he or she has fully reviewed Town Code section 62-6, fully understands it provisions, and will at all relevant times act in compliance therewith.

I, certify that I am either a vendor to this contract, a representative authorized by lawful resolution to sign for the vendor, or an officer or member of the vendor of this contract and I attest under penalty of perjury that upon personal knowledge the subject vendor is not currently engaging in a "Boycott of American Allied Nation" as that term is used in Town Code section 62-6, nor will the subject vendor engage in such behavior at the submission of the subject bid, at the signing of the contract, and during the entire duration of the subject contract with the Town of Hempstead. It is understood by the vendor that the term American Allied Nation includes any American Allied controlled territory and consists of any nation that is a member of the North Atlantic Treaty Organization, any country that is a signatory to the Southeast Asian Treaty Organization, any country, other than Venezuela, that is a signatory to the RIO Treaty of 1947, as well as any of the nations of Ireland, Israel, Japan and the Republic of Korea. I further certify that the vendor shall comply in all respects with Town Code section 62-6, and I or anyone involved with the vendor shall immediately notify the Town Attorney upon gaining knowledge of any such violation by the vendor or any of its agents, employees, or representatives.

I understand that any false statements made herein are punishable as a Class "A" Misdemeanor pursuant to Section 210.45 of the Penal Law of the State of New York.

 Saverio Stasi - President

Signature of Vendor /Officer of Vendor

Sworn to before me this 10th
day of Oct, 2018

Barbara Ann Lewis
Notary Public, New York State
No. 01LE6009340
Commission Expires June 22, 2022


Notary Public

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned Stasi General Contracting LLC
11 Richard Street, Hicksville, NY 11801 as Principal
and United States Fire Insurance Company as Surety, are hereby held and firmly bound unto
Town of Hempstead

350 Front Street, Hempstead, NY 11550

in the penal sum of Five Thousand Dollars and 00/100 (\$5,000)
for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors,
administrators, successors and assigns.

Signed this 12th day of October, 2018

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, WHEREAS the Principal has submitted
to Town of Hempstead
a certain Bid, attached hereto and hereby made a part hereof, to enter into a Contract in writing, for the
Removal & Disposal of Concrete, Brick, Block, Dirt & Asphalt, Contract # 108-2018- Trucking, Hempstead, NY

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a Contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

Then, this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Obligea may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Stasi General Contracting LLC
Principal

By Saverio Stasi
President

United States Fire Insurance Company

By Deborah L. Severin
Deborah L. Severin Attorney-in-Fact

TF-4

ACKNOWLEDGEMENT FOR CONTRACTOR

ACKNOWLEDGEMENT FOR CONTRACTOR, IF A LIMITED LIABILITY COMPANY

STATE OF New York
COUNTY OF, Nassau)

ON THE 16th DAY OF Oct. 2018, BEFORE ME PERSONALLY APPEARED Saverio Stasi TO ME KNOWN AND KNOWN TO ME TO BE THE Pres. OF Stasi General Contracting LLC A LIMITED LIABILITY COMPANY, DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT (S)HE EXECUTED THE SAME AS AND FOR THE ACT AND DEED OF SAID LIMITED LIABILITY COMPANY.

Barbara Ann Lewis
Notary Public, New York State
No. 01LE6009340
Commission Expires June 22, 2022 Notary Public
Barbara Ann Lewis

ACKNOWLEDGEMENT OF SURETY

STATE OF NEW YORK,
COUNTY OF Nassau.)

ON October 12, 2018 BEFORE ME PERSONALLY CAME Deborah L. Severin TO ME KNOWN, WHO, BEING BY ME DULY SWORN, DID DEPOSE AND SAY THAT (S)HE RESIDES AT 255 Executive Drive, Plainview, NY 11803 THAT (S)HE IS THE ATTORNEY-IN-FACT OF United States Fire Insurance Company THE CORPORATION DESCRIBED IN AND WHICH EXECUTED THE ABOVE INSTRUMENT; THAT (S)HE KNOWS THE SEAL OF SAID CORPORATION; THAT ONE OF THE SEALS AFFIXED TO THE FOREGOING INSTRUMENT IS SUCH SEAL; THAT IT WAS SO AFFIXED BY ORDER OF THE BOARD OF DIRECTORS OF SAID CORPORATION; AND THAT (S)HE SIGNED HIS/HER NAME THERETO BY LIKE ORDER.

ROSANNE CALLAHAN
Notary Public, State of New York
No. 01CA6024444
Qualified in SUFFOLK County
Commission Expires May 10, 2019

R. Callahan
Notary Public

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

00635402718

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

*Rosanne Callahan, Janice R. Fiscina, Robert Finnell, Peter Henry,
Jennifer Laura Johnston-Ogeka, Fern Perry, Deborah L. Severin*

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Seven Million, Five Hundred Thousand Dollars (\$7,500,000)**.

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2019.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

- (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
- (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 10th day of March, 2016.

UNITED STATES FIRE INSURANCE COMPANY

Anthony R. Slimowicz, Senior Vice President



State of New Jersey }
County of Morris }

On this 10th day of March 2016, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

SONIA SCALA
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES 3/25/2019

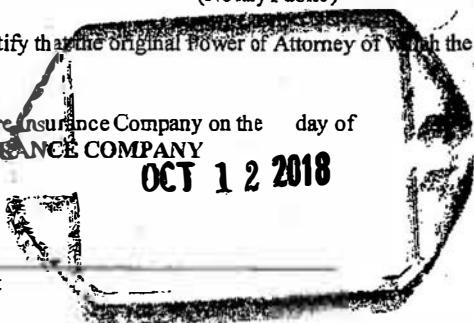
Sonia Scala

(Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the _____ day of _____
UNITED STATES FIRE INSURANCE COMPANY

Al Wright, Senior Vice President



UNITED STATES FIRE INSURANCE COMPANY
1209 ORANGE STREET, WILMINGTON, DELAWARE 19801

STATEMENT OF ASSETS, LIABILITIES, SURPLUS AND OTHER FUNDS

AT DECEMBER 31, 2017

<u>ASSETS</u>	
Bonds (Amortized Value).....	852,724,517
Preferred Stocks (Market Value).....	2,500,000
Common Stocks (Market Value).....	1,278,534,869
Cash, Cash Equivalents, and Short Term Investments.....	1,110,717,497
Derivatives.....	11,462,474
Other Invested Assets.....	335,759,125
Investment Income Due and Accrued.....	8,013,891
Premiums and Considerations.....	237,021,943
Amounts Recoverable from Reinsurers.....	23,944,019
Funds Held by or Deposited with Reinsured Companies.....	4,521,882
Current Income Taxes Recoverable.....	324,900
Net Deferred Tax Asset.....	135,312,662
Electronic Data Processing Equipment.....	3,772,271
Receivables from Parent, Subsidiaries and Affiliates.....	26,323,495
Other Assets.....	63,413,033
TOTAL ASSETS.....	<u>4,094,346,578</u>

LIABILITIES, SURPLUS & OTHER FUNDS

Losses (Reported Losses Net of Reinsurance Ceded and Incurred But Not Reported Losses).....	1,570,075,192
Reinsurance Payable on Paid Losses and Loss Adjustment Expenses.....	76,325,088
Loss Adjustment Expenses.....	394,866,509
Commissions Payable, Contingent Commissions and Other Similar Charges.....	6,115,178
Other Expenses (Excluding Taxes, Licenses and Fees).....	53,552,681
Taxes, Licenses and Fees (Excluding Federal Income Taxes).....	20,497,732
Unearned Premiums.....	504,835,046
Advance Premium.....	3,459,204
Ceded Reinsurance Premiums Payable.....	23,031,797
Funds Held by Company under Reinsurance Treaties.....	16,414,772
Amounts Withheld by Company for Account of Others.....	68,163,429
Provision for Reinsurance.....	900,479
Payable to Parent, Subsidiaries and Affiliates.....	21,048,714
Other Liabilities.....	32,798,898
TOTAL LIABILITIES.....	<u>52,792,084,719</u>
Common Capital Stock.....	12,210,000
Gross Paid In and Contributed Surplus.....	1,115,644,940
Unassigned Funds (Surplus).....	174,406,919
Surplus as Regards Policyholders.....	1,302,261,859
TOTAL LIABILITIES, SURPLUS & OTHER FUNDS.....	<u>\$4,094,346,578</u>

I, Carmine Scaglione, Vice President and Controller of UNITED STATES FIRE INSURANCE COMPANY, certify that the foregoing is a fair statement of Assets, Liabilities, Surplus and Other Funds of this Company, at the close of business, December 31, 2017, as reflected by its books and records and as reported in its statement on file with the Insurance Department of the State of Delaware.



IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 6th day of March, 2018.

UNITED STATES FIRE INSURANCE COMPANY



TOWN OF HEMPSTEAD - PURCHASING DIVISION

VENDOR'S PUBLIC DISCLOSURE STATEMENT

CONTRACT #: 108-2018

or

FORMAL BID#: _____

1) COMPANY NAME: Stasi General Co directing LLC

ADDRESS: 11 Richard St
Hicksville NY 11801

PHONE NUMBER: 516-280-9777 NUMBER: 516-280-9776

2) FEDERAL I.D. IDENTIFICATION: [REDACTED]

or SOCIAL SECURITY NUMBER: _____

3) TYPE OF BUSINESS:

INDIVIDUAL: CORPORATION: _____ PARTNERSHIP: _____
LLC

4) TABLE OF ORGANIZATION:

LIST NAMES AND ADDRESSES OF ALL PRINCIPALS, SUCH AS:

- 1) All individuals serving on the Board of Directors or comparable body.
 - 2) All partners.
 - 3) All corporate officers.
- (Attach additional paper if required)


<u>NAME</u>	<u>ADDRESS</u>
-------------	----------------

<u>Saverio Stasi</u>	<u>- 78 Woodcock Rd. Hicksville, NY 11801</u>

- b) LIST ALL NAMES AND ADDRESSES OF THOSE INDIVIDUAL SHAREHOLDERS HOLDING MORE THAN FIVE PERCENT (5%) INTEREST IN THE FIRM AND STATE PERCENTAGE (%) FOR EACH INDIVIDUAL. (Attach additional paper if required)

<u>NAME</u>	<u>ADDRESS</u>	<u>PERCENTAGE</u>
-------------	----------------	-------------------

	N/A	

5) SIGNATURE:  - Saverio Stasi

TITLE: President DATE: 10-10-18

TOWN OF HEMPSTEAD
DEPARTMENT OF SANITATION
NASSAU COUNTY, NEW YORK



CONTRACT SPECIFICATIONS
FOR THE PROJECT

REMOVAL AND/OR DISPOSAL OF
CONCRETE, BRICK, BLOCK, ROCK,
DIRT AND ASPHALT

LAURA A. GILLEN
SUPERVISOR

COUNCIL MEMBERS

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

SYLVIA A. CABANA
TOWN CLERK

DONALD X. CLAVIN JR.
RECEIVER OF TAXES

KENNETH J. PRITCHARD, P.E., COMMISSIONER OF SANITATION

CONTRACT NUMBER 108-2018

INDEX

REMOVAL AND/OR DISPOSAL OF CONCRETE, BRICK, BLOCK, ROCK, DIRT AND ASPHALT

NOTICE TO BIDDERS	3
INSTRUCTIONS FOR BIDDERS	4 - 7
GENERAL CONDITIONS	8 - 13
LABOR RATES	14
PROPOSAL	15 - 17
ADDENDA	18
NON-COLLUSIVE BIDDING CERTIFICATION	19 - 21
EXPERIENCE QUESTIONNAIRE	22 - 26

NOTICE TO BIDDERS

SEALED PROPOSALS WILL BE RECEIVED by the Division of Purchasing, Town of Hempstead, Town Hall, 1st Floor, 350 Front Street, Hempstead, New York, until 11:00 A.M., prevailing time on Oct. 17 2018, at which time they will be publicly opened and read aloud and the Contract awarded as soon thereafter as may be practicable for:

**REMOVAL AND/OR DISPOSAL OF CONCRETE, BRICK,
BLOCK, ROCK, DIRT AND ASPHALT**

Contract # 108-2018

Specifications and forms of the proposal may be seen and obtained at the Division of Purchasing, Town of Hempstead, Town Hall, 1st Floor, 350 Front Street, Hempstead, New York, from 9:00A.M. on _____, 2018 until 4:00 P.M. on _____, 2018.

Documents may be obtained by prospective bidders upon depositing \$50.00 (check only).

Each bid must be accompanied by a bidder's bond or certified check made payable to the Town of Hempstead in the amount \$5,000 insuring to the benefit of the Town of Hempstead, assure the entering of the successful bidder into an acceptable contract.

Bid documents may be reviewed and obtained only at the Office of the Division of Purchasing, Town Hall, 350 Front Street, Hempstead, NY 11550.

The Town reserves the right to reject any or all bid proposals received and subject to these reservations, shall award the contract to the lowest qualified and responsible bidder. Bids, which, in the opinion of the Town, are unbalanced, shall be rejected.

In submitting a bid, bidders agree not to withdraw their bid within forty-five (45) days after the date for the opening thereof.

INSTRUCTIONS TO BIDDERS

1. PROJECT IDENTIFICATION

These instructions are relative to the Town of Hempstead Department of Sanitation Project:

REMOVAL AND/OR DISPOSAL OF CONCRETE, BRICK, BLOCK, ROCK, DIRT AND ASPHALT

2. FORM

Each proposal shall be made on the Proposal Form attached hereto.

3. DELIVERY OF PROPOSALS

This entire specification and proposal form must be returned in a **SEALED** envelope. Proposals shall be delivered by the time and place stipulated in the Advertisement and Notice to Bidders. Bid proposals shall be addressed to:

Town of Hempstead
Gordon Fox, Division of Purchasing
350 Front Street
Hempstead, New York 11550

4. TAXES

Do not include Federal, State and other taxes in bid price. The Town of Hempstead is exempt from payment of sales tax pursuant to Sec. 1116 of the Tax Laws of the State of New York.

The successful bidder shall take necessary steps to eliminate the sales tax on purchases to be used under this contract and any projected sales tax expense shall not be included in the bid submitted. If for any reason the successful bidder is legally unable to secure a sales tax exemption, upon proof of payment, the disbursement of the successful bidder will be added to the contract price and will be reimbursed with the final payment.

5. BID SECURITY

Each proposal from a Contractor shall be accompanied by a bid bond or certified check on a solvent bank of the State of New York, in the amount of \$5,000. Such check shall be made payable to the Town of Hempstead and the amount thereof shall be the measure of liquidated damages which the Town may sustain by the failure, neglect or refusal of the bidder to execute and deliver the contract, within ten (10) days after written notification of award, should the contract be awarded to him. All such bid deposits, except those of the three lowest bidders, shall be returned as soon as practicable, by certified mail. Bid deposits of the three lowest bidders will be returned upon the rejection of bids or the signing of the contract; but in no case shall the Town retain them more than sixty (60) days.

6. **QUALIFICATIONS OF BIDDERS**

- (A) The Town reserves the right to reject any and all bids which do not conform to the proposals, or upon which the bidders do not comply with requirements of the Town as to their qualifications.
- (B) All bidders must prove to the satisfaction of the Town that they are reputable, reliable and responsible, and that they possess the necessary qualifications (financial, labor, equipment and otherwise) to complete successfully the proposed work, and that they have performed and completed successfully similar work to an extent which, in the opinion of the Town, will qualify them by experience to complete successfully the work proposed.
- (C) In determining the qualifications of a bidder, the Town will consider his record in the performance of any contracts entered into by him for the work contemplated or of similar nature, may make such investigation as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Town all such information and data for this purpose as the Town may request.
(See "Experience Questionnaire").
- (D) The Town shall be the sole judge on the qualifications of the bidders and of the merits thereof and reserves the right to reject any bid if the record of the bidder in the performance of contracts, payment of bills and meeting of obligations to subcontractors, material men or employees is not satisfactory to the Town, or if the evidence submitted by or the investigation of such bidders fails to satisfy the Town that he is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

7. **EXAMINATION OF BID DOCUMENTS AND FAMILIARITY OF SITE**

Before submitting a proposal, all bidders must satisfy themselves by personal examination of the specifications and other bid documents, shall visit the location of the proposed work and of the actual conditions and requirements of the work and shall not, at any time after the submission of a proposal dispute such estimate or assert that there was any misunderstanding in regard to the depth or character of excavation to be made or the nature of the work to be done.

8. **INTERPRETATION OF DOCUMENTS**

If any person contemplating submitting a bid for the proposed project is in doubt as to the true meaning of any part of the specifications, he may promptly submit to the Commissioner of Sanitation a written request for an interpretation thereof. The Commissioner of Sanitation shall furnish the prospective bidder with a written response directly, prior to the deadline for submitting the bid. The making of any necessary inquiry will be the bidder's responsibility. Oral answers will not be binding on the Purchaser. Contact John Conroy, Superintendent of Sanitation at (516) 378-4210 ext. 6307 with any questions.

9. **ADDENDUM**

Any addendum issued during the time of bidding, or forming a part of the bid documents for preparation of proposals, shall be covered in the proposal, and shall be made a part of the proposal. Receipt of each addendum shall be acknowledged in the proposal by entering the title, date and signature of person signing the proposal.

10. **MODIFICATIONS**

Proposals shall not contain any recapitulation of the work to be done. Modifications, exceptions or oral proposals will not be considered.

11. **CORRECTIONS**

Erasures or other corrections in the bid proposal must be initialed by the person signing the bid proposal.

12. **WITHDRAWAL**

Pursuant to Section 105 of the General Municipal Law of the State of New York, a bidder may withdraw his bid at any time prior to the scheduled time for the opening of the bids. However, once the bids have been opened, no bidder may withdraw his bid for a period of forty-five (45) days from the date of opening of the bids.

13. **SUBLETTING OR ASSIGNING THE CONTRACT**

No contractor to whom any contract shall be let, granted or awarded, shall assign, transfer, convey, sublet or otherwise dispose of the same, or his right, title or interest therein, or his power to execute such contract, to any other person or corporation unless authorized by the Town.

The Contractor shall perform with his own organization all work required under this contract. His own organization shall be construed to include only workmen employed and paid directly by the Contractor and equipment owned or rented by him, with or without operators.

14. **MULTIPLE PROPOSALS**

No person, firm or corporation shall be allowed to make more than one proposal for the same work, unless alternate proposals are called for. A person, firm or corporation who has submitted a proposal to a bidder, or who has quoted prices on materials to a bidder, is not hereby disqualified from submitting a proposal or quoting prices to other bidders.

15. **RIGHT TO REJECT BIDS**

The Town reserves the right to reject any and all bids and to waive any informality in the bids received, and to accept the bid most favorable to the interest of the owner, after all bids have been examined and checked.

16. **EXECUTION**

If the Town does not execute the Contract within forty-five (45) days after the receipt of bids, the obligation of the Bidder under this proposal may terminate at his option and he shall thereupon be entitled to a refund of his certified check or release of his bid bond furnished by him as security with his proposal.

17. **PERFORMANCE BOND**

The successful bidder shall be required to provide a Performance Bond in the amount of Fifty Thousand Dollars (\$50,000) which, bond is to remain in force throughout the term of the Contract. Such bond is to be executed by a surety company acceptable to the Town, or bond secured by collateral security or securities approved by the Town.

18. **INSURANCE REQUIREMENTS**

The Contractor shall be required to furnish the Town of Hempstead with policies of Comprehensive Public Liability Insurance, indemnifying the Town of Hempstead in the amount not less than One Million Dollars (\$1,000,000.00) Bodily Injury for any one person and Three Million Dollars (\$3,000,000.00) for any one accident and not less than One Million Dollars (\$1,000,000.00) Property Damage for each occurrence, a Five Million Dollar (\$5,000,000.00) excess or umbrella public liability policy and shall also provide a Certificate of Automobile Liability Insurance, indemnifying the Town of Hempstead in an amount not less than One Million Dollars (\$1,000,000.00) Bodily Injury each person and not less than Five Hundred Thousand Dollars (\$500,000.00) Property Damages for each accident, which policy shall have been endorsed to include as additional insured, the Town of Hempstead and shall also include an endorsement thereon, holding harmless the Town for any and all earned premium. The Contractor shall also provide the Town of Hempstead with a Certificate of Workmen's Compensation Insurance and proof of Disability Insurance. See complete insurance specification within.

19. **TERM OF CONTRACT**

The Town proposes the following contract period:

Contract Term (Initial Term) shall begin on Award of the Contract by the Town and end on October 31, 2019

20. **EXTENSION OF CONTRACT**

The Town of Hempstead at their sole option may offer a two (2) - one (1) year extensions to the contract. Said extension must be agreed upon by both parties.

GENERAL CONDITIONS

1. PURPOSE

The Town of Hempstead is seeking to engage the services of a Contractor to remove and/or dispose of various materials concrete, bricks, concrete block, rock, dirt and asphalt from the Merrick Waste Management Facility, 1600 Merrick Road, Merrick, New York and the Oceanside Waste Management Facility, 3737 Long Beach Road, Oceanside, New York to the Contractors disposal facilities. The contract also provides items where the Town will haul materials directly to the Contractors facility if such facility is located in the Town of Hempstead.

2. DEFINITIONS

The Definitions utilized in this specification shall be as set forth in Section 128 of the Code of the Town of Hempstead and the Sanitation Rules and Regulations as set by the Commissioner. Additional Definitions are:

1. **Commissioner:** shall mean the Commissioner of Sanitation for the Town of Hempstead.
2. **Contractor:** shall mean the Person, firm, corporation, awarded this Contract by the Town and as such is authorized to perform these specified services.
3. **Department of Sanitation:** shall mean the Town of Hempstead Department of Sanitation.
4. **Force Majeure:** shall mean Acts of God, including earthquakes, floods, cyclones, or other cataclysmic phenomena; riot, insurrection or other cases beyond reasonable control of the Contractor.
5. **Hazardous Waste:** any chemical, compound, mixture, substance or article that is defined as a hazardous substance pursuant to 6 NYCRR Part 371 et seq., and subject to special generation and handling regulations at the point of collection by the New York State Department of Environmental Conservation. **Hazardous Waste is not subject to collection under this Contract.**

3. GENERAL OPERATIONS

The Town receives concrete materials at its Merrick facility from residents, contractors and other town departments on a daily basis. The Town weighs all incoming materials and separates the materials as best possible. The Town operates the transfer station with its own personnel and equipment. The Town supervises dumping.

Under this contract the Town will advise the Contractor when there is enough stockpiled material on site to be picked up and disposed. The Town will load Contractor's trailers, trucks, roll-off containers etc. as necessary. The Contractor may elect to leave trailers and/or roll-off boxes on site to be preloaded.

Contractor will provide any necessary supervision of his employees or sub-contractors. The movement of vehicles on the property of the designated loading sites or, the directing to a particular weigh-scale, and the issuance of weigh-scale tickets will be under the management and control of the Town.

The Town reserves the right to award to more than one Contractor for the transport/disposal of materials to meet the requirements of the contract.

4. **WEIGHING AND PAYMENT**

The Town operates certified truck scales at the both facilities. The Town will issue a computer generated transfer ticket with each final load. Contractor will be paid based on the net weight indicated on the ticket at the unit price per ton. The Town, at its option, may use a "gross tare-net" weigh system or an "in-out" weighing system to determine net weight. Contractor will be responsible for the amount of material to be loaded, transported and disposed of. The Town will not be responsible for overweight vehicles.

Contractor will submit a claim monthly, in arrears, and will be paid within forty-five days of claim approval.

5. **DISPOSAL FEES**

All disposal fees shall be included in each item.

6. **PAYMENTS TO CONTRACTOR**

The Contractor shall submit to the Commissioner no later than the first week of the month, an invoice, and certified payrolls for payment for the work performed the preceding calendar month.

The payment submittal shall include the required disposal receipts and summary report for the preceding month.

No payment to the Contractor shall be authorized by the Commissioner without the certified payrolls.

7. **CONTRACTOR EMPLOYEES**

In the performance of this Contract, the contractor shall remain in compliance with the New York State Labor Laws and applicable New York State Department of Labor prevailing wage schedules. Wage Rates are attached.

8. LABOR, WAGES AND EQUAL EMPLOYMENT

The Contractor agrees that no laborer, operator, chauffeur, driver or mechanic in the employ of the Contractor for this work contemplated by this Contract, shall be permitted or required to work normally more than eight (8) hours in any one calendar day or more than five (5) days in any one week, except in cases where the Town determines that there is an extraordinary emergency caused by an Act of God or danger to life or property. The Contractor further agrees that the wages to be paid for a Legal day's work, as defined in Section 220 of the Labor Law, shall not be less than the prevailing rate of wage for a day's work in the same trade or occupation in the locality where the public work under this Contract is to be performed. In accordance with Section 220-D of the Labor Law, the Contractor agrees that the laborers, operators, drivers, chauffeurs and/or mechanics to be employed on the work to be performed hereunder, shall be paid not less than the hourly minimum rate of wage as determined by the Commissioner of the Department of Labor of the State of New York. Attention is called to the fact that there is minimum wage rates as provided by the law, and should the Contractor be compelled or desire to pay higher rates, no claim against the Town will be entertained therefore.

In accordance with the provisions of Section 220-E of the Labor Law, the Contractor agrees as follows:

- a) That in the hiring of employees for the performance of work under this contract or any subcontract thereunder, no Contractor, subcontractor, nor any person acting on behalf of such Contractor or subcontractor, shall by reason of race, creed, color, sex or national origin, discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates;
- b) That no Contractor, subcontractor, nor any person on his behalf shall in any manner discriminate against or intimidate any employee hired for the performance of work under this Contract on account of race, creed, color, sex, or national origin;
- c) That there may be deducted from the amount payable to the Contractor by the Town under this Contract, a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Contract; and;
- d) That this Contract may be canceled or terminated by the Town, and all monies due, or to become due, hereunder may be forfeited; for a second or any subsequent violation of the terms or conditions of this Contract.

This Contract shall be void unless Section 222 of the Labor Law, Sections 291 through 299 of the Executive Law and the Civil Rights Law is complied with. The Contractor will also comply with all findings and requests of the New York State Commission for Human Rights.

9. **HOURS OF OPERATION OF TRANSFER STATION**

The facilities are open from 7:00 A.M. to 2:00 P.M., Monday through Friday. These hours are subject to change at the discretion of the Commissioner of Sanitation.

10. **WORK OUTSIDE OF NORMAL BUSINESS HOURS**

If the actions of the Contractor to supply a sufficient number of trailers results in extended hours and additional costs to the Town, as determined by the Commissioner, the Town will back-charge the Contractor the hourly wage of the employee due to the failure of the Contractor to provide a sufficient number of trailers.

All charges will be deducted as a credit from the monthly invoice submitted by the Contractor.

11. **SITE VISITATION AND DESCRIPTION OF FACILITY**

It is recommended that before submitting a proposal the Contractor visit the Merrick Transfer Station in order to properly understand the Town's operations. Please contact Superintendent John Conroy at (516) 378-4210 Extension 6307 to arrange the visit.

12. **DISCLAIMER**

The Town, at the direction of the Commissioner of Sanitation, shall reserve the right to make operational changes at its discretion without recourse.

13. **INDEMNIFICATIONS**

The Contractor agrees to defend, indemnify and hold harmless, the Town, the Town of Hempstead Refuse Disposal District, and its agents and employees against any and all claims, suits or liability which might arise in connection with this agreement. The Contractor shall further defend, indemnify and hold harmless, the Town, the Town of Hempstead Refuse Disposal District and its agents, employees from any and all claims, suits, or liabilities that might arise as a result of transporting, depositing, disposing, processing, storing, or use of the waste as defined herein.

14. **LICENSES AND PERMITS**

The Contractor shall conduct his operations in accordance with the requirements of the New York State Department of Environmental Conservation (NYSDEC) and the New York State Department of Transportation (NYSDOT) and all other regulatory agencies having jurisdiction.

The Contractor will submit copies of all permits prior to starting work on this contract.

15. **SAFETY**

The Contractor agrees to perform all operations associated with this agreement in a safe manner in accordance with Federal, State and Local laws, rules and regulations.

16. **HOLIDAYS**

The Town of Hempstead observes the following holidays:

New Year's Day
Martin Luther King Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

17. **RESTROOM FACILITIES**

The Town will make available restroom facilities for use of the Contractor.

18. **BACKHAULING**

The United States Department of Transportation has issued advanced notice regarding the adoption of regulations for the Sanitary Food Transportation Act of 1990. Vehicles used in transporting municipal solid waste under this contract shall not be used for transporting food or clothing. The Contractor must notify the Town of the nature of any backhaul that is contemplated.

19. **BID AWARD**

The Town reserves the right to award this bid to one or more responsible bidders.

20. **BID REJECTION**

The Town reserves the right to reject any and all bids and to waive any informality in the bids received and to accept the bid most favorable to the interest of the Town after all bids have been received.

21. **BIDDER REJECTION DUE TO ARREARAGE IN PAYMENTS DUE AND OWING TO THE TOWN**

The bidder whose proposal has been accepted must, upon execution of this contract, warrant and affirm that he is not in arrears or in default on any debt, obligation, contract or taxes due and owing to the Town of Hempstead and its various taxing jurisdictions. A bid submitted by a bidder who is in arrears or default will be rejected. Additionally, a bid submitted by a bidder who has caused another party to be in default or arrears on any debt, obligation, contract or taxes due and owing to the Town of Hempstead because of said bidder shall be rejected.

22. **SALES TAX**

The New York Sales Tax Law has been amended to exempt from sales and use taxes, imposed under Article Twenty-Eight and pursuant to Article Twenty-Nine thereof, the sale or use of tangible personal property incorporated in structures, buildings, or real property owned by exempt organizations.

The Town of Hempstead is an exempt organization and tangible personal property to become an integral component part of this project is not subject to Sales Tax in accordance with Paragraph Fifteen of Subdivision (a) of Section Eleven Hundred Fifteen of the Tax Law, amended February 20, 1974.

LABOR RATES



Andrew M. Cuomo, Governor

Roberta Reardon, Commissioner

Town of Hempstead Sanitation
Francesca Capitano, Counsel
Town of Hempstead Sanitation
1600 Merrick Road
Merrick NY 11566

Schedule Year 2018 through 2019
Date Requested 09/14/2018
PRC# 2018901078

Location 1600 Merrick Road
Project ID#
Occupation Type(s) Trash and Refuse Removal

PREVAILING WAGE SCHEDULE FOR ARTICLE 9 PUBLIC WORK PROJECT

Attached is the current schedule(s) of the prevailing wage rates and prevailing hourly supplements for the project referenced above. A unique Prevailing Wage Case Number (PRC#) has been assigned to the schedule(s) for your project.

The Schedule is effective from July 2018 through June 2019. All updates or corrections, are posted on the 1st business day of each month. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website, www.labor.ny.gov. Future copies of the annual determination are also available on the Department's website.

It is the responsibility of the contracting agency or its agent to annex and make part, the attached schedule, to the specifications for this project, when it is advertised for bids and /or to forward said schedules to the successful bidder(s), immediately upon receipt, in order to insure the proper payment of wages.

Please refer to the "General Provisions of Laws Covering Workers on Article 9 Public Work Building Service Contracts" provided with this schedule, for the specific details relating to other responsibilities of the Department of Jurisdiction.

Upon completion or cancellation of this project, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____
Name & Title of Representative: _____

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12240

PROPOSAL

**REMOVAL AND/OR DISPOSAL OF CONCRETE, BRICK,
BLOCK, ROCK, DIRT AND ASPHALT**

FROM: _____ DATE: 10-10-18
Stasi General Contracting LLC.
11 Richard St
Hicksville, NY 11801

**TO: Town of Hempstead
Hempstead, New York 11550**

The undersigned declares that (he, ~~they~~) (is, ~~are~~) the only (person, ~~persons~~) interested in the proposal and that (his, ~~their~~) bid is made in good faith and without collusion or connection with any other person bidding for the same work. The undersigned further represents that (he, ~~they~~) (is, ~~are~~) complying with all requirements of New York State Law, including but not limited to those sections of the law regulating non-collusive bidding.

The undersigned declares that he/~~she~~ has carefully examined and fully understands the Form of Contract, Specifications and the Form of Proposal, and he/she hereby proposes to furnish the equipment, implements, and incidentals and to furnish labor and to do such work as per Proposal adopted by the Town for the Collection and Disposal of Solid Waste within the Bellerose Terrace Collection Area for the Town of Hempstead Department of Sanitation in accordance with the procedures, details and representations and exceptions in his/her accompanying proposal.

The Form of Proposal contained herein shall be used in making out bids. Any proposal not in accordance with these instructions or containing bids not asked for may be rejected. No proposal will be received from any Bidder unless he is known to be skilled in work of a similar nature to that covered by this proposal.

PROPOSAL- CONT'D

Item#	Est. Quantity	DESCRIPTION OF ITEM	TOTAL AMOUNT (Est. Qty x Unit)
1A	1,000 tons	<p>Removal and disposal of CONCRETE from the Merrick and Oceanside facilities to Contractor's facility</p> <p>\$ 10⁵ 5 ⁵ per ton (unit price in figures)</p> <p>\$ ten ^{five} dollars ^{Dollars} per ton (unit price in words)</p>	<p>5,000^{SS.}</p> <p>10,000^{SS.}</p>
1B	1,000 tons	<p>Removal and disposal of ASPHALT from the Merrick and Oceanside facilities to Contractor's facility</p> <p>\$ 10⁵ 5 ⁵ per ton (unit price in figures)</p> <p>\$ ten ^{five} dollars ^{Dollars} per ton (unit price in words)</p>	<p>5,000^{SS.}</p> <p>10,000^{SS.}</p>
1C	10,000 tons	<p>Removal and disposal of MIXED MATERIALS (concrete, asphalt, rock, dirt, brick) from the Merrick and Oceanside facilities to Contractor's facility</p> <p>\$ 22²⁰ 20 ²⁰ per ton (unit price in figures)</p> <p>\$ Twenty two ^{Twenty} dollars ^{Dollars} per ton (unit price in words)</p>	<p>200,000^{SS.}</p> <p>220,000^{SS.}</p>
<p>TOTAL AMOUNT OF BID FOR ITEMS 1A, 1B, 1C =</p> <p>\$ 240,000^{210,000} ^{SS.} (in words) Two hundred forty thousand ^{Two hundred ten thousand} ^{SS.}</p>			<p># 210,000^{SS.}</p> <p>240,000^{SS.}</p> <p>(total price in figure's)</p>

PROPOSAL- CONT'D

Item#	Est. Quantity	DESCRIPTION OF ITEM	TOTAL AMOUNT (Est. Qty x Unit)
2A	1,000 tons	Disposal of CONCRETE delivered directly to Contractor's facility located in the Town of Hempstead \$ <u>20-</u> per ton (unit price in figures) \$ <u>Twenty dollars -</u> per ton (unit price in words)	20,000-
2B	1,000 tons	Disposal of ASPHALT delivered directly to Contractor's facility located in the Town of Hempstead \$ <u>20 -</u> per ton (unit price in figures) \$ <u>Twenty dollars -</u> per ton (unit price in words)	20,000-
2C	10,000 tons	Disposal of MIXED MATERIALS (concrete, asphalt, rock, dirt, brick) delivered directly to Contractor's facility located in the Town of Hempstead \$ <u>25 -</u> per ton (unit price in figures) \$ <u>Twenty Five dollars</u> per ton (unit price in words)	250,000
		TOTAL AMOUNT OF BID FOR ITEMS 2A, 2B, 2C = <u>Two hundred sixty thousand</u> (in words)	290,000 (total price in figure's)

DO NOT REMOVE THESE PROPOSAL PAGES FROM THE BOOK

ADDENDUM

IN MAKING THIS PROPOSAL THE BIDDER HEREBY DECLARES THE ADDENDA ISSUED BY THE TOWN OF HEMPSTEAD HAVE BEEN RECEIVED BY THEM, AND THAT ALL PROVISIONS THEREOF HAVE BEEN COMPLIED WITH IN PREPARING HIS BID:

<u>ADDENDA RECEIVED</u>	<u>DATE OF ADDENDA</u>	<u>DATE RECEIVED</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

BY: *St. Savino Stasi*
TITLE: President
DATE: 10-10-18

NON-COLLUSIVE BIDDING CERTIFICATION

1. (A) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and;
- (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(B) A bid shall not be considered for award nor shall any award be made where (a) (1) and (2) and (3) above have not been complied with; provided, however, that if any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish therefore. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one.(a).

2. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the Town of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

BIDDER: Stasi General Contracting LLC
11 Richard St
BIDDER'S ADDRESS: Hicksville, NY 11801

BIDDER'S F.E.I.N.: 275292548

BIDDER'S TELEPHONE (DAY): 516-280-9777
(NIGHT): 718-663-1333

(EMAIL): Barbara@Stasili.com

FAX NUMBER: 516-280-9776

SIGNED BY: [Signature] - Saverio Stasi

TITLE: President

DATE: 10-10-18

The full name and residences of all persons and parties interested in the foregoing bid as principals are as follows:

NAME & TITLE	ADDRESS
Saverio Stasi - President - 78 Woodcock Rd Hicksville, N.Y. 11801	

NAME OF BIDDER: _____

BUSINESS ADDRESS OF
BIDDER:

Stasi General Contracting LLC
11 Richard St
Hicksville, NY 11801

Stasi General Contracting LLC
11 Richard St
Hicksville, NY 11801

DATED AT: _____ THE 10th DAY OF
October, 2018.

EXPERIENCE QUESTIONNAIRE

All bidders must complete and fully answer all questions contained in this form and submit same with their Bid Proposal. Supplements, which may be submitted, should be referenced to page number of this proposal.

Submitted to: Town of Hempstead Department of Sanitation

Stasi General Contracting LLC
11 Richard St
Hicksville, NY 11801

Bidders Name _____

(Corporation, Partnership, Individual)

The signatory of this questionnaire certifies under oath the truth and correctness of all statements and of all answers to interrogatories hereinafter made.

Stasi General Contracting LLC
11 Richard St
Hicksville, NY 11801

Submitted By: _____

(Corporation, Partnership, Individual)

PRINCIPAL BUSINESS ADDRESS: _____

Stasi General Contracting LLC
11 Richard St
Hicksville, NY 11801

TELEPHONE NUMBER: 516-280-9777

IF A CORPORATION, WHEN INCORPORATED? _____

N/A

PRINCIPAL OFFICERS:

TITLE	NAME	ADDRESS
-------	------	---------

President

Vice President

Secretary

Treasurer

1. How many years has your organization been in business under its present business name?

6+ years

2. You normally perform what percent of the work with your own forces? 100 %
3. Have you ever failed to complete any work awarded to you? No

If so, note where and why.

4. List similar projects your organization has underway at this date:

<u>PROJECT</u>	<u>OWNER</u>	<u>CONTRACT AMOUNT</u>
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OH - Removal + Disposal of mixed concrete, Brick, Block, Rock, Dirt + Asphalt # 68-2015	Town of Hemp.	Approx. \$ 470,000 -
-----------------------------------------------------------------------------------------	---------------	----------------------

* This project was done under our former name of Sawco Industries, LLC + Tri City Trucking

5. List experience of the principal individuals of your organization (particularly the anticipated project supervisors):

<u>Individual's Name</u>	<u>Present Position</u>	<u>Years of Experience</u>	<u>In What Capacity</u>
--------------------------	-------------------------	----------------------------	-------------------------

Saverio Stasi	President	15+ years	Various
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6. Give name and address of surety company from whom your Performance Bond will be obtained:

Surre, Goldberg & Henry Assoc.
255 Executive Dr., Plainview, NY 11803

7. Describe equipment make, model, year that you intend to purchase, lease, and currently own that you intend to utilize for the purposes of this contract:

2004 V⁵ o Rolloss - Owned

8. Identify location at which equipment will be maintained, serviced and stored at night in the performance of this contract. Additionally advise if this equipment will be used for other contracts and where those contracts are located;

11 Richard St., Hickville, NY 11801

Date: 10-10-18

Stasi General Contracting LLC
11 Richard St
Hicksville, NY 11801

(Name of Organization)

By: Saverio Stasi


(Signature)

President
(Title of Person Signing)

STATE OF NEW YORK:)

ss:
COUNTY OF Nassau

Saverio Stasi, being duly sworn, deposes and says that he is the
President of the corporation and that the answers to the
foregoing questions and all statements therein contained are true and correct.

Sworn to before me this

10th day
of October 2018

(Notary Public)

Barbara Ann Lewis

Barbara Ann Lewis
Notary Public, New York State
No. 01LE6009340
Commission Expires June 22, 2022

BIDDER: SECTIONS 1 THROUGH 4 ARE PART OF THIS PROPOSAL
SECTION 1. ANTI-DISCRIMINATION CLAUSE:

During the performance of this contract, or bid, the contractor agrees as follows:

(a) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, or national origin, and will take affirmative action to insure that they are afforded equal employment opportunities without discrimination because of race, creed, color, sex, or national origin. Such action shall be taken with reference, but not be limited, to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.

(b) The contractor will send to each labor union or representative of workers with which he has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the State Commission for Human Rights, advising such labor union or representative of the contractor's agreement under clauses (a) through (g) (hereinafter called "non-discrimination clauses"). If the contractor was directed to do so by the Town as part of the bid or negotiation of this contract, the contractor shall request such labor union or representative to furnish him with a written statement that such labor union or representative will not discriminate because of race, creed, color, sex, or national origin and that such labor union or representative either will affirmatively cooperate, within the limits of its legal and contractual authority, in the implementation of the policy and provisions of these non-discrimination clauses or that it consents and agrees that recruitment, employment and the terms and conditions of employment under this contract shall be in accordance with the purposes and provisions of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnish such a statement, the contractor shall promptly notify the State Commission for Human Rights of such failure or refusal.

(c) The contractor will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Commission for Human Rights setting forth the substance of the provisions of clauses (a) and (b) and such provisions of the State's laws against discrimination as the State Commission for Human Rights shall determine.

(d) The contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, sex, or national origin.

(e) The contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Commission for Human Rights under these non-discrimination clauses and such sections of the Executive Law, and will permit access to his books, records and accounts by the State Commission for Human Rights, the Attorney General and the Industrial Commissioner for purposes of investigation to ascertain compliance with these nondiscrimination clauses and such sections of the Executive Law and Civil Rights Law.

(f) This contract may be forthwith canceled, terminated or suspended, in whole or in part, by the Town upon the basis of a finding made by the State Commission for Human Rights that the contractor has not complied with these non-discrimination clauses, and the contractor may be declared ineligible for future contracts made by or on behalf of the Town, until he satisfies the State Commission for Human Rights that he has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such finding shall be made by the State Commission for Human Rights after conciliation efforts by the Commission have failed to achieve compliance with these non-discrimination clauses and after a verified complaint has been filed with the Commission, notice thereof has been given to the contractor and an opportunity has been afforded him to be heard publicly before three members of the Commission. Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by law.

(g) The contractor will include the provisions of clauses (a) through (f) in every subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to operations to be performed within the State of New York. The contractor will take such action in enforcing such provisions of such subcontract or purchase order as the Town may direct, including sanctions or remedies for non-compliance. If the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the Town.

SECTION 2. NON-COLLUSIVE BIDDING CERTIFICATION:

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

(1) The prices of this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;

and (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

NOTE: Chapter 675 of the Laws of New York for 1966 provides that every bid made to the Town or any Town department, agency or official thereof, where competitive bidding is required by statute, rule or regulation, for work or services performed or to be performed or goods sold or to be sold shall contain the foregoing statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury.

A bid shall not be considered for award nor shall any award be made where (1), (2) and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where (1), (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the Town, or Town Department, to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder has published price lists, rates, or tariffs covering items being procured, has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of the paragraphs (1), (2) and (3) above.

Any bid hereafter made to the Town or Town Department, or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule or regulation, and where such bid contains the certification set forth above shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

SECTION 3. TAX PROVISIONS:

Purchases made by the Town of Hempstead are not subject to state or local sales taxes or federal excise taxes. There is no exemption from paying the New York State truck mileage, unemployment insurance, or Federal social security taxes.

The official Town purchase order or voucher for materials, equipment and supplies is sufficient evidence to qualify the transaction exempt from sales tax under Section 1116 (a) (1), Tax Law.

For tax free transactions under the Internal Revenue Code, the Town registration number is 11-6001929 W.

SECTION 4.

The entire bid is understood to be in accordance with the specifications and this proposal unless the bidder explains in detail.

(b)

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution

and moved its adoption:

RESOLUTION AUTHORIZING THE TOWN OF HEMPSTEAD TO WAIVE THE ADOPTION FEES ON DOGS AND CATS DURING "HOME FOR THE HOLIDAYS" NOVEMBER 17, 2018 THROUGH JANUARY 6, 2019.

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

WHEREAS, the Town of Hempstead has designated free adoptions of shelter dogs and cats for the time period November 17, 2018 through January 6, 2019; and

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

NOW, THEREFORE, BE IT

RESOLVED, that the fees for adoption be waived for all animals adopted from the Town of Hempstead Animal Shelter for the time period November 17, 2018 through January 6, 2019.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

20

Case #

21646

CASE NO.

RESOLUTION NO.

Adopted:

offered

the following resolution and moved its adoption:

RESOLUTION APPROVING SITE PLANS SUBMITTED BY HARRIS BEACH, PLLC, ON BEHALF OF SOUTH NASSAU COMMUNITIES HOSPITAL IN CONNECTION WITH BUILDING APPLICATION #201709364, FOR THE CONSTRUCTION OF AN ADDITION AND ALTERATIONS TO SOUTH NASSAU COMMUNITIES HOSPITAL, A THREE STORY PARKING GARAGE AND CENTRAL UTILITY PLANT WITH ASSOCIATED SITE IMPROVEMENTS LOCATED ON THE SOUTH EAST CORNER OF HEALTHY WAY AND OCEANSIDE ROAD, OCEANSIDE, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, heretofore, Harris Beach PLLC on behalf of South Nassau Communities Hospital, has submitted an application bearing #201709364, for the construction of an addition and alterations to South Nassau Communities Hospital, a three story parking garage and central utility plant with associated site improvements located on the south east corner of Healthy Way Oceanside Road, Oceanside, 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 an Overall Site Plan, dated August 4, 2017, last revised October 17, 2018, and bearing the seal of Angelo V. Laino, P.E., License # 086118, University of the State of New York, which site plans show the use, dimensions, types and locations of each of the buildings, structures, or other improvements existing or proposed to be installed, erected or altered upon the site shown and the provisions proposed to be made for the facilities and improvements required by said Section 305 to be shown; and

WHEREAS, said site plan has been approved as submitted by the Commissioner of the Highway Department, the Town Engineer 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 Harris Beach PLLC, on behalf of South Nassau Communities Hospital entitled Overall Site Plan, dated August 4, 2017 and last revised October 17, 2018 and bearing the seal of Angelo V. Laino, P.E., License #086118, University of the State of New York, in connection with building application #201709364, for the construction of an addition and alterations to South Nassau Communities Hospital, a three story parking garage and central utility plant with associated site improvements located on the south east corner of Healthy Way and Oceanside Road, Oceanside, 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 # 21

Case # 30021

CASE NO.

RESOLUTION NO.

Adopted:

offered

the following resolution and moved its adoption:

RESOLUTION APPROVING OVERALL LAYOUT SITE PLAN SUBMITTED BY ENGEL BURMAN OF UNIONDALE, LLC ON BEHALF OF NASSAU HEALTH CARE CORPORATION IN CONNECTION WITH BUILDING APPLICATION #201704573, FOR CONSTRUCTION OF 180, 2 & 3 STORY MULTI-FAMILY CA APARTMENTS AND ASSOCIATED SITE IMPROVEMENTS, LOCATED ON THE N/W/C OF JERUSALEM AVENUE AND FIRST STREET, UNIONDALE, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, heretofore, VHB Engineering PC, on behalf of Engel Burman at Uniondale, LLC has submitted an application bearing #201704573; for construction of 180, 2 & 3 story multi-family CA apartments and associated site improvements located on the N/W/C of Jerusalem Avenue and First Street, Uniondale, 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, dated November 1, 2017, last revised August 9, 2018, and bearing the seal of Angelo V. Laino, P.E., License # 86118, University of the State of New York, which site plans show the use, dimensions, types and locations of each of the buildings, structures, or other improvements existing or proposed to be installed, erected or altered upon the site shown and the provisions proposed to be made for the facilities and improvements required by said Section 305 to be shown; and

WHEREAS, said site plan has been approved as submitted by the Commissioner of the Highway Department, the Town Engineer 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 overall site development plan submitted by VHB Engineering PC. on behalf of Engel Burman of Uniondale, LLC entitled Site Plan, dated November 1, 2017 and last revised August 9, 2018 and bearing the seal of Angelo V. Laino P.E., License #86118, University of the State of New York, in connection with building application #201704573, for construction of 180, 2 & 3 story multi-family CA apartments and associated site improvements located on the N/W/C of Jerusalem Avenue and First Street, Uniondale, 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 # 22

Case # 30011

CASE NO.

RESOLUTION NO.

ADOPTED:

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

RESOLUTION DECLARING CERTAIN VEHICLES AND EQUIPMENT OBSOLETE IN THE DEPARTMENT OF PARKS AND RECREATION AND AUTHORIZING DISPOSAL THEREOF.

WHEREAS, the Commissioner of the Department of Parks and Recreation advises this Town Board that certain vehicles and equipment in the Parks Department should be declared obsolete and be disposed of, as such vehicles and equipment are no longer economically serviceable for their original purpose; and

WHEREAS, the Commissioner of the Department of Parks and Recreation further advises this Town Board that said vehicles and equipment may have value, either as equipment to be used for other purposes, or as salvage, and he has indicated that the vehicles and equipment described below has been so judged:

<u>VEH#</u>	<u>YEAR AND MAKE</u>	<u>PLATE #</u>	<u>VIN#</u>
19	1996 CHEVY CORSICA (2.2)	AD1521	1G1LD5542TY284109
32	2002 CHEVY MALIBU (3.1)	AC9824	1G1ND52JX2M725431
50	1997 GMC VAN (SAVANA 5.7)	AD5076	1GTHG35RXV1022788
64	2008 FORD ESCAPE 4X2 (2.3)	AB3521	1FMCU02Z18KE59241
127	2002 GMC SONOMA 4X4	AD5077	1GTD19W528167979
141	2004 CHEVY SILVERADO 2500 CREW CAB 4X4	AD7733	1GCHK23U24F115340
143	2003 CHEVY SILVERADO 2500 4X4	AD1732	1GCHK24U23Z175906
156	2016 FORD F150 2X2 REG CAB (3.5)	AX6284	1FTNF1CG0GKD82807
163	2004 CHEVY SILVERADO 2500 4X2	AD7742	1GCHC24U74E118056
214	2002 GMC DUMP 3500	AC1712	3GDKC34F72M105985
215	2002 GMC DUMP 3500	AC3556	3GDKC34F32M106020
220	1997 GMC DUMP 3500	AC1733	1GDKC34F1VJ503369
224	1997 FORD F-800 Dump	AE1000	1FDXF80E1VVA29312
229	1997 INTER DUMP 2654	AC3554	1HTGHADTVH452169
450	1985 WENGER SHOWMOBILE 28	AC3545	172377114Y
451	1985 WENGER SHOWMOBILE 28	AC7089	172277050Y
492	1990 WENGE SHOWMOBILE 20	AV3550	1795
529	1997 GMC STEP VAN	AB3538	1GDKP32Y9V3501916
624	1988 GMC 3500 SERVICE TRUCK	AC9841	1GDJV34JXJJ512060
630	1979 CLARK C300Y40 FORK LIFT	NO PLATE	Y466614175
#3	MOTT MOWER		
#10	SANDER SPREADER		
#13	SANDER SPREADER		
#14	CUSHMAN		
#24	SANDER SPREADER		
#100	PUPPET MOBILE		
#213	SANDER SPREADER		
ZKE-008	SMITHCO		
ZKE-026	LINCOLN SWEEPER		
ZKE-027	SMITHCO		
ZKE-074	GRAVELY		

and

WHEREAS, this Town Board deems it to be in the public interest that these vehicles and equipment should be disposed of;

NOW, THEREFORE, BE IT

RESOLVED, that the above listed vehicles and equipment be declared obsolete in their primary function; and

Item # 23

Case # 18081

BE IT FURTHER

RESOLVED, that the Commissioner of the Department of Purchasing be and he hereby is authorized to advertise for bids for the sale and disposal of said vehicles and equipment; and

BE IT FURTHER

RESOLVED, that the Town Comptroller be and he hereby is authorized to deposit any proceeds derived from such sale and disposal in the proper Town fund.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Case No:

RESOLUTION NO.

Adopted:

Council(wo)man

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING AND DIRECTING THE COMPTROLLER TO ACCEPT THE PROPOSAL OF JOHN A. MASTROMARINO, CPA, TO PROVIDE CONSULTING SERVICES IN CONNECTION WITH MUNICIPAL ACCOUNTING AND GOVERNMENT FINANCE ISSUES

WHEREAS, it is necessary to retain the services of a consultant with expertise in municipal accounting and government finance to advise the Town Board Councilmembers; and

WHEREAS, John A. Mastromarino, CPA, with an office at 107 S. Central Avenue, Valley Stream, NY 11580, has the expertise to provide the required services, and is uniquely qualified having served over 15-years as Town of Hempstead Comptroller; and

WHEREAS, the Town Board finds the said proposed agreement to be fair and reasonable; and

WHEREAS, the Town Board further finds that it is in the best interests of the Town to enter into the proposed consulting agreement with John A. Mastromarino;

NOW THEREFORE, BE IT

RESOLVED, that the Comptroller is hereby authorized and directed to execute the agreement with John A. Mastromarino, CPA, 107 S. Central Avenue, Valley Stream, NY 11580 to provide consulting services from January 1, 2019 to December 31, 2019 to the Town Board Councilmembers, subject to the \$50,000 annual payment cap recited therein, to be paid from the General Fund Undistributed Fees and Services Account (010-012-9000-4151).

AYES:

NOES:

Item #

24

Case #

21744

THIS AGREEMENT , made the ___ day of _____, 2018 by and between the Town of Hempstead, a municipal corporation, having its principal offices at Hempstead Town Hall, One Washington Street, Hempstead, New York (hereinafter referred to as "Town"), and John A. Mastromarino, CPA, having his office at 107 S. Central Avenue, Valley Stream, NY 11580 (hereinafter referred to as the "Consultant").

WITNESSETH:

WHEREAS, the Town has determined that it is necessary and desirable to retain the services of a consultant for the Town of Hempstead Councilmembers; and

WHEREAS, John Mastromarino (the "Consultant"), a CPA with municipal accounting and government finance experience, including 15 years as Town of Hempstead Comptroller, is uniquely qualified to render such services;

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

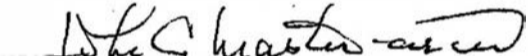
1. Consultant shall provide advice on governmental accounting matters and municipal financial management to the Town Board (Councilmembers only).
2. Consultant shall provide such advice in areas including, but not limited to, government accounting procedures, fiscal analysis, periodic long and short term borrowing, banking relationships, year-end closing of books and records, cash flow analysis, conversion of accounting systems, budgeting and budget process, and such other services as may be assigned by the Town Board (Councilmembers only).
3. Consultant shall be available to attend meetings, in or out of town hall, when needed and when his schedule allows. The Consultant will establish, at his own discretion, his work schedule and determine the number of hours required to provide the services contemplated by this agreement. The Consultant shall maintain a record of hours worked to be submitted to the Town Comptroller together with the required claim form or voucher for payment for services rendered.
4. In consideration of the services to be rendered by the Consultant under this agreement, the Town agrees to pay the Consultant the sum of \$75.00 per hour. The fee specified shall be paid, in an amount not to exceed \$50,000 for the 2019 calendar year, upon submission to the Town Comptroller of a properly executed and certified claim form, indicating the dates and number of hours worked by consultant.
5. The Agreement shall terminate on December 31, 2019. Either party shall have the right to terminate this agreement beforehand at any time and for any reason or for no reason, upon written notice by the Consultant or resolution by the Town Board. In

such event the Consultant shall be paid for such part of the fee as shall have been determined to fairly compensate the Consultant for work done by him to the time of such termination.

6. The Consultant, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself consistent with such status, that he will neither hold himself out as nor claim to be an officer or employee of the Town, and shall not be entitled to any benefits of an active town employee, including but not limited to Workers' Compensation coverage, active employee health insurance, unemployment insurance benefits, or retirement membership or credit. Consultant shall be responsible for payment of his own federal, state and social security taxes arising out of payment received pursuant to this agreement as the same will not be deducted from payment made to Consultant.

7. The Town Comptroller's Office shall make available, provide and communicate whatever information the Consultant requests to perform the Consultant's work pursuant to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement, the Consultant on the _____ day of _____, 2018, and the Town on the _____ day of _____ 2018.


John A. Mastromarino, CPA

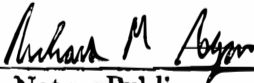
TOWN OF HEMPSTEAD

By: _____
Kevin Conroy
Comptroller

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

On this 15th day of November, 2018, before me personally appeared JOHN A. MASTROMARINO, known to me to be the person described herein and who executed the foregoing instrument and acknowledged that he executed the same.

RICHARD M. REGINA
Notary Public, State of New York
Qualified in Nassau County
No. 01RE6144502
Commission Expires April 24, 2022


Notary Public

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

On this day of , 2018, before me personally appeared KEVIN CONROY, known to me to be the person described herein and who executed the foregoing instrument and acknowledged that he executed the same.

Notary Public

Case No:

Resolution No:

Adopted:

Council(wo)man

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE
EXECUTION OF AN AGREEMENT WITH
NASSAU COUNTY FOR THE PURCHASE OF
EQUIPMENT FOR THE MERRICK FIRE
DEPARTMENT

WHEREAS, the Town of Hempstead (the "Town") and the County of Nassau (the "County") are authorized to enter into an inter-municipal agreement pursuant to Article 9 Section 1 of the New York State Constitution and Article 5-G of the General Municipal Law; and

WHEREAS, the Town Board contracted with the fire companies of the Merrick Fire Department under Resolution #1304-2018 to provide fire protection within the Merrick Fire Protection District; and

WHEREAS, Nassau County has offered a grant of \$30,000 to purchase firematic equipment for the Merrick Fire Department; and

WHEREAS, the Town of Hempstead finds it reasonable and in the best interests of the Merrick Fire Protection District and the Merrick Fire Department to execute this Agreement with Nassau County;

NOW, THEREFORE, BE IT

RESOLVED, that the Agreement with Nassau County is authorized, and the Supervisor shall execute, on behalf of the Town, the proposed agreement between the Town and the County, and be it further

RESOLVED, that the Comptroller is hereby further authorized and directed to deposit monies due and owing to the Town pursuant to this agreement into the appropriate Town account.

The foregoing resolutions were adopted upon roll as follows:

AYES:

NOES:

Item #

25

4939 +

Case #

27511

AGREEMENT BETWEEN THE COUNTY OF NASSAU, NEW YORK AND THE TOWN
OF HEMPSTEAD IN RELATION TO INTERMUNICIPAL COOPERATION

THIS AGREEMENT ("Agreement") made and dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, by and between the County of Nassau, a municipal corporation, having its principal offices at 1550 Franklin Avenue, Mineola, New York 11501 (the "County") and the Town of Hempstead on behalf of the Merrick Fire Protection District, having its principal offices at One Washington Street, Hempstead, New York 11550 ("TOWN").

WITNESSETH:

WHEREAS, it is in the best interests of the County and the TOWN to share resources in the undertaking of municipal improvement projects and other purposes, as authorized by Article 5-G of the General Municipal Law ("GML") of the State of New York;

WHEREAS, each party hereto has certain resources, including equipment, personnel and financing which is available to carry out such projects and purposes;

WHEREAS, it is possible to make such resources available for mutual use when it is in the public interest;

WHEREAS, it is desirable for the County and the TOWN to undertake a certain project as authorized by the GML through this Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties hereto do agree as follows:

Section 1. The County and the TOWN each represent that they are authorized, pursuant to Article 9, § 1 of the New York State Constitution and Article 5-G of the GML to enter into intergovernmental agreements to undertake the project, as described herein.

Section 2. The County and the TOWN, believing it to be in their respective best interests, do hereby authorize inter-municipal cooperation for the project as hereinafter defined.

Section 3. Under all applicable rules of public bidding and procurement, the TOWN will undertake a project purchase equipment, all with a useful life of no less than 5 years, for the Merrick Fire Department such as SCBA Air Packs, portable radios, thermal imaging cameras, gas meters, and related accessories for the purposes of public safety in coordination with the mutual aid program of the Nassau County Fire Commission ("Project"). The TOWN represents and warrants that it has completed its review of the project pursuant to the applicable provisions of the New York State Environmental Quality Review Act ("SEQRA") and has provided the County with documentations evidencing its SEQRA compliance.

Section 4. The County shall provide THIRTY THOUSAND DOLLARS (\$30,000.00) ("Funds") to the TOWN for the purchase of goods and services in connection with the Project. Payment shall be made to the TOWN in arrears and on a reimbursement basis and shall be contingent upon (i) the TOWN submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the County and/or the County Comptroller or his/her duly designated representative (the "Comptroller").

Section 5. The TOWN shall use these Funds solely for the Project no later than five (5) years from the execution of this Agreement. The County's role in the Project shall be limited to providing the Funds. Accordingly, the County shall have no responsibility or liability to any person or entity for any element of the Project.

Section 6. The TOWN shall (i) as between the County and the TOWN, accept full ownership, liability, and maintenance responsibilities for the Project; and (ii) grant to the County and its residents access to the Project equal to access enjoyed by residents of the TOWN for a period of at least five (5) years. The County shall not be obligated to contribute any funds or incur any costs or burdens associated with its use.

Section 7. Regardless of whether required by Law (as defined herein), the TOWN shall, and shall cause its agents to, conduct their activities in connection with this Agreement so as not to endanger or harm any person or property. The TOWN shall deliver services under this Agreement in a professional manner consistent with applicable best practices. The TOWN shall ensure that all approvals, licenses, and certifications ("Approvals") which are necessary or appropriate are obtained.

Section 8. The County and the TOWN shall comply with any and all federal, state and local Laws, including those relating to conflicts of interest, discrimination, and confidentiality, in connection with their performance under this Agreement. In furtherance of the foregoing, the TOWN is bound by and shall comply with the terms of Appendices EE attached hereto. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

Section 9. The TOWN shall maintain and retain, for a period of six (6) years following the termination of this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to its individual performance under this Agreement. Such Records shall at all times be available for audit and inspection by the County Comptroller, or any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefor, and any of their duly designated representatives. The provisions of this Section shall survive termination of this Agreement.

Section 10.

- a) The TOWN shall be solely responsible for and shall indemnify and hold harmless the County, its officers, employees and agents ("Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorney's fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the TOWN or any agent of the TOWN in the maintenance and control of the Project undertaken pursuant to this Agreement, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same.
- b) The TOWN shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the TOWN's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties and the TOWN shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.
- c) The TOWN shall, and shall cause its agents to, cooperate with the County in connection with the investigation, defense or prosecution of any action, suit or proceeding.

- d) The provisions of this Section shall survive termination of this Agreement.

Section 11. Nothing contained herein shall be construed to create an employment or principal-agent relationship, or a partnership or joint venture, between the County and any officer, employee, servant, agent or independent contractor of the TOWN, or between the TOWN and any officer, employee, servant, agent or independent contractor of the County, and neither party shall have the right, power or authority to obligate or bind the other in any manner whatsoever.

Section 12. Notwithstanding any other provision of this Agreement:

- a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other amendments of this Agreement) to any person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive or his/her designee.
- b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

Section 13. This Agreement represents the full and entire understanding and agreement between the County and the TOWN with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

Section 14.

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

IN WITNESS WHEREOF,

TOWN OF HEMPSTEAD

By _____ Date _____

Supervisor

COUNTY OF NASSAU

By _____ Date _____
Deputy County Executive

Print Name _____

EXECUTE in BLUE INK.

STATE OF NEW YORK)

) ss:

COUNTY OF NASSAU)

On the ____ day of _____ in the year 2016 before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; and that he or she signed his or her name hereto and has executed the above instrument.

NOTARY PUBLIC

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the ____ day of _____ in the year 2016 before me personally came _____ to me personally known, who, being duly sworn, did depose and said that (s)he resides in _____ County; that (s)he is the County Executive or _____ Chief Deputy County Executive or _____ Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that (s)he signed his/her name thereto.

NOTARY PUBLIC

Appendix EE

Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined by such title and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

- a. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.
- b. At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- c. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- d. The Contractor shall make Best Efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, including the granting of Subcontracts.
- e. The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.
- f. Contractors must notify and receive approval from the respective TOWN Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.
- g. Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs

simultaneously with the submission to the Department of Public Works.

- h. At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.
- i. In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.
- j. Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.
- k. A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.
- l. The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:
 - a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
 - b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
 - c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrator's award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

- m. The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the TOWN Head relating to subcontractor utilization and efforts to obtain M/WBE participation..

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A

- chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
 - d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
 - e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
 - f. Proof or affidavit that negotiations were held in Best Efforts with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
 - g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
 - h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
 - i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring TOWN head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal

government is not required.

THIS AGREEMENT , made the ____ day of _____, 2018 by and between the Town of Hempstead, a municipal corporation, having its principal offices at Hempstead Town Hall, One Washington Street, Hempstead, New York (hereinafter referred to as "Town"), and John A. Mastromarino, CPA, having his office at 107 S. Central Avenue, Valley Stream, NY 11580 (hereinafter referred to as the "Consultant").

WITNESSETH:

WHEREAS, the Town has determined that it is necessary and desirable to retain the services of a consultant for the Town of Hempstead Councilmembers; and

WHEREAS, John Mastromarino (the "Consultant"), a CPA with municipal accounting and government finance experience, including 15 years as Town of Hempstead Comptroller, is uniquely qualified to render such services;

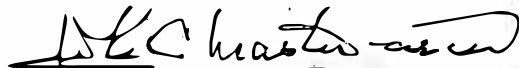
NOW, THEREFORE, the parties hereto mutually agree as follows:

1. Consultant shall provide advice on governmental accounting matters and municipal financial management to the Town Board (Councilmembers only).
2. Consultant shall provide such advice in areas including, but not limited to, government accounting procedures, fiscal analysis, periodic long and short term borrowing, banking relationships, year-end closing of books and records, cash flow analysis, conversion of accounting systems, budgeting and budget process, and such other services as may be assigned by the Town Board (Councilmembers only).
3. Consultant shall be available to attend meetings, in or out of town hall, when needed and when his schedule allows. The Consultant will establish, at his own discretion, his work schedule and determine the number of hours required to provide the services contemplated by this agreement. The Consultant shall maintain a record of hours worked to be submitted to the Town Comptroller together with the required claim form or voucher for payment for services rendered.
4. In consideration of the services to be rendered by the Consultant under this agreement, the Town agrees to pay the Consultant the sum of \$75.00 per hour. The fee specified shall be paid, in an amount not to exceed \$50,000 for the 2019 calendar year, upon submission to the Town Comptroller of a properly executed and certified claim form, indicating the dates and number of hours worked by consultant.
5. The Agreement shall terminate on December 31, 2019. Either party shall have the right to terminate this agreement beforehand at any time and for any reason or for no reason, upon written notice by the Consultant or resolution by the Town Board. In

such event the Consultant shall be paid for such part of the fee as shall have been determined to fairly compensate the Consultant for work done by him to the time of such termination.

6. The Consultant, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself consistent with such status, that he will neither hold himself out as nor claim to be an officer or employee of the Town, and shall not be entitled to any benefits of an active town employee, including but not limited to Workers' Compensation coverage, active employee health insurance, unemployment insurance benefits, or retirement membership or credit. Consultant shall be responsible for payment of his own federal, state and social security taxes arising out of payment received pursuant to this agreement as the same will not be deducted from payment made to Consultant.
7. The Town Comptroller's Office shall make available, provide and communicate whatever information the Consultant requests to perform the Consultant's work pursuant to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement, the Consultant on the day of , 2018, and the Town on the day of 2018.

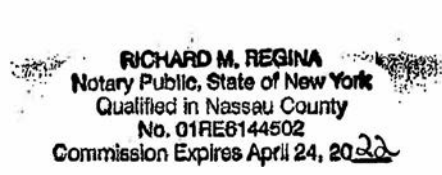

John A. Mastromarino, CPA

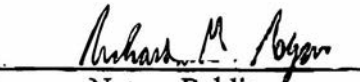
TOWN OF HEMPSTEAD

By: _____
Kevin Conroy
Comptroller

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

On this 15th day of November, 2018, before me personally appeared JOHN A. MASTROMARINO, known to me to be the person described herein and who executed the foregoing instrument and acknowledged that he executed the same.


RICHARD M. REGINA
Notary Public, State of New York
Qualified in Nassau County
No. 01RE6144502
Commission Expires April 24, 2022



Notary Public

STATE OF NEW YORK)

) ss. :

COUNTY OF NASSAU)

On this day of , 2018, before me personally appeared KEVIN CONROY, known to me to be the person described herein and who executed the foregoing instrument and acknowledged that he executed the same.

Notary Public

CASE NO.

RESOLUTION NO.

Adopted:

 offered the following resolution
and moved its adoption as follows:

RESOLUTION AUTHORIZING THE COMMISSIONER
OF GENERAL SERVICES TO WAIVE ALL TOWN
OF HEMPSTEAD FEES IN CONNECTION WITH THE
BURIAL OF JEAN LOUIS MACDONALD

WHEREAS, Jean Louis MacDonald passed away while
performing his duties as a Town of Hempstead Sanitation
Worker; and

WHEREAS, this Board finds that it is in the public
interest to waive all Town of Hempstead fees due in
connection with his burial at Greenfield Cemetery;

NOW, THEREFORE, BE IT

RESOLVED, that the Commissioner of General Services is
authorized to waive all fees due to the Town of Hempstead
in connection with the burial of Jean Louis MacDonald.

The foregoing resolution was adopted upon roll call as
follows:

AYES:

NOES:

Item #

26

Case #

10349

CASE NO.

RESOLUTION NO.

Adopted:

adoption:

offered the following resolution and moved its

RESOLUTION AMENDING AND APPROVING A CONTRACT WITH NEW HORIZON COUNSELING CENTER INC., AUTHORIZING A GRANT FOR YOUTH SERVICES.

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

WHEREAS, **New Horizon Counseling Center Inc.**, having its principal office at 50 West Hawthorne Avenue, Valley Stream, New York, is one such organization qualified under the provisions of the Division for Youth, Youth Development/Delinquency Prevention Program, and said organization made application to the Town of Hempstead for a grant for youth services to be provided for a term commencing January 1, 2017 and terminating December 31, 2017; and

WHEREAS, this Town Board deemed it to be in the public interest to approve said application made to the Town of Hempstead; on July 3, 2018 under Resolution No. 935-2018; and

WHEREAS, the Town Board seeks to amend previously adopted Resolution No 935-2018 to authorize the Commissioner of The Department of Planning and Economic Development to execute the contract.

NOW, THEREFORE, BE IT

RESOLVED, that the Commissioner of the Department Planning and Economic Development is hereby authorized and directed to execute a contract between the Town of Hempstead and New Horizon Counseling Center, Inc., for the provision of youth services, upon such terms, conditions and stipulations as the Town Broad may deem fit and proper, for the term commencing January 1, 2017 and terminating December 31, 2017; and

BE IT FURTHER RESOLVED, that the Town Board hereby directs payment in the sum of SEVENTEEN THOUSAND FOUR HUNDRED NINETY EIGHT AND 00/100 (\$17,498.00) DOLLARS, to be made on the presentation of a claim for actual expenditures incurred, accompanied by substantive data that will support such expenditures. Such payment to be charged against the Department of Planning and Economic Development Account No. 030-006-8020-4740/Youth Guidance; and

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

The foregoing resolution was adopted upon roll call as follows:

AYES: ()

NOES: ()

Item # 27

Case # 13584

Doc. No. 18-008

copy

CONTRACT FOR PERSONAL SERVICES
By and Between
TOWN OF HEMPSTEAD
and
NEW HORIZON COUNSELING CENTER, INC.

AGREEMENT made the _____ day of _____, 2018, by and between the Town of Hempstead (hereinafter called the "Town"), a domestic municipal corporation having its principal offices at One Washington Street, Hempstead, New York, and New Horizon Counseling Center, Inc., (hereinafter called the "Center") a non-profit corporation having its principal office at 50 Hawthorne Avenue, Valley Stream, New York.

WITNESSETH THAT:

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

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

WHEREAS, the Center is one such organization qualified by OCFS, and again makes application for a grant in the sum of SEVENTEEN THOUSAND FOUR HUNDRED NINETY EIGHT AND 00/100 (\$17,498.00) DOLLARS, to assist in its program for the calendar year 2017; and

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

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

1. The Center agrees to continue its recreational and other programs for youth, during the term of this agreement.
2. The Center agrees that such youth program will be supervised and directed by competent adult personnel.
3. The Center agrees not to assign, transfer, or hypothecate this agreement or any interest therein in whole or in part by agreement or novation.
4. The Center agrees that it is, and at all times shall be deemed to be an independent contractor and shall not in any manner by its actions or deeds commit the Town to any obligation irrespective of the nature thereof, and that Center shall not, at any time, or for any purpose, be deemed an agent, servant or employee of the Town.
5. The Center agrees to indemnify the Town of Hempstead, its agents, its servants and employees from any and all claims of liability for bodily injury and damage to property caused by the negligence of the agents, servants and employees of the Center resulting from its operation, use and maintenance of the facilities of the Center. In addition, the Center agrees, prior to the commencement of this agreement or any renewal thereof, at its own cost and expense, policies of insurance, insuring the Center and the Town of Hempstead against any claims from any and all persons for bodily injury and property damage. Such policies shall have limits with respect to personal injuries of \$1,000,000.00 per occurrence and shall also insure against property damage in the limit of \$100,000.00 in respect to any one accident. Certificates insurance duly reflecting this provision of this agreement shall be delivered by the Center simultaneously with the execution of this agreement.
6. The Center agrees that it shall at all times keep and maintain full and complete books and records of accounts in accordance with accepted accounting practices and such other records

as may be prescribed by the Comptroller of the Town to reflect complete and true accountability for the funds which the Town shall grant under the contract. The Center shall, upon expenditure of the grant, provide the Department of Planning and Economic Development with a detailed report of the expenditures made.

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

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

9. The Town agrees to pay the Center for the services provided by this agreement, up to the amount of SEVENTEEN THOUSAND FOUR HUNDRED NINETY EIGHT AND 00/100 (\$17,498.00) DOLLARS, payable as follows:

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

10. Recognizing that the Town will utilize the aforesaid proof of expenditures as the basis for its claims to the NYS Office of Children and Family Services (OCFS) for reimbursement, the Center agrees that should the OCFS disallow any items of claims in whole or in part as improper or lacking in sufficient supportive evidence, the Center shall be responsible for reimbursing the Town for the disallowed amount.

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

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

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

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

TOWN OF HEMPSTEAD

By: _____
George L. Bakich
Commissioner

NEW HORIZON COUNSELING CENTER, INC

By: _____
Herrick Lipton
Executive Director

APPROVED AS TO CONTENT
DATE 10/26/18
Katrina R. Brink
COUNSEL TO COMMISSIONER
DEPT. OF PLANNING & ECONOMIC DEVELOPMENT

APPROVED AS TO AVAILABLE FUNDS
By: cal Date: 11/14/18
Kevin R. Conroy
KEVIN R. CONROY
TOWN COMPTROLLER

Doc. No. 18-008

APPROVED
[Signature]
DIRECTOR OF PURCHASING

APPROVED AS TO FORM
Charles O. Heine
SENIOR DEPUTY TOWN ATTORNEY
DATE 10/29/18

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

On this _____ day of _____, 2018 before me personally came GEORGE L. BAKICH, to me known and known to me to be the Commissioner of DPED, of the Town of Hempstead, Nassau County, New York, who being by me duly sworn did depose and say that he resides at 200 N Franklin St, Hempstead, New York 11550; the corporation described in and which executed the above agreement, and that he 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 he thereunto signed his name and official designation

Notary Public

STATE OF NEW YORK)
 ss:
COUNTY OF NASSAU)

On this 22nd day of October, 2018, before me personally came Herrick Lipton, to me known, who being by me duly sworn did depose and say that (s)he resides at 185 Causway Rd Lawrence, NY 11559 and that (s)he is the CEO of New Horizon Counseling Ctr., the association described in and which executed the foregoing instrument.


Notary Public

DONNA DePIOLA
Notary Public, State Of New York
No. 01 DE6092690
Qualified In Nassau County, 9
Commission Expires May 27, 2019

Adopted:

offered the following resolution and moved its adoption:

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

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

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

WHEREAS, this Town Board deemed it to be in the public interest to approve said application made to the Town of Hempstead, on May 22, 2018 under Resolution No.682-2018; and

WHEREAS, the Town Board seeks to amend previously adopted Resolution No. 682-2018 to authorize the Commissioner of The Department of Planning and Economic Development to execute the contract.

NOW, THEREFORE, BE IT

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

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

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

The foregoing resolution was adopted upon roll call as follows:

AYES: ()

NOES: ()

Item # 28

Case # 13584

copy

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

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

WITNESSETH THAT:

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

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

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

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

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

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

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

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

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

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

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

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

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

TOWN OF HEMPSTEAD

By: _____
George L. Bakich
Commissioner

Education And Assistance Corporation, INC.

By: Tania Peterson Chandler
TANIA PETERSON CHANDLER
VP OF OPERATIONS

APPROVED AS TO AVAILABLE FUNDS
By cap Date 11/19/18
Kevin R. Conroy
KEVIN R. CONROY
TOWN COMPTROLLER

APPROVED AS TO CONTENT
DATE 10/26/18
Katrina R. Brooks
KATRINA R. BROOKS
COUNSEL TO COMMISSIONER
DEPT. OF PLANNING & ECONOMIC DEVELOPMENT

Doc. No. 18-007

APPROVED
David J. Fay 10/24/18
DIRECTOR OF PURCHASING

APPROVED AS TO FORM
Charles O. Heine
SENIOR DEPUTY TOWN ATTORNEY
DATE 10/29/18

CASE NO.

RESOLUTION NO.

ADOPTED:

Offered the following resolution and moved
its adoption:

RESOLUTION AUTHORIZING THE COMMISSIONER OF THE
DEPARTMENT OF SENIOR ENRICHMENT TO CONTRACT WITH
CERTAIN PARTIES FOR THE CONTINUATION OF SENIOR
CITIZENS' PROGRAMS AT TOWN OF HEMPSTEAD SENIOR
CENTERS, CLUBS, AND TOWN PARKS.

WHEREAS, this Town Board has provided funds in the 2019 Budget
for the necessary expenses to continue and conduct senior citizens'
programs at various senior centers, clubs, and town parks; and

WHEREAS, the Commissioner of the Department of Senior
Enrichment has requested permission to contract with persons,
groups, and vendors-relative to food and miscellaneous supplies,
professional or contractual as may be necessary during the year for
the proper conduct of said senior citizens' programs; and

WHEREAS, the fees proposed to be paid for services to be
contracted are pursuant to Budget Code #010-004-6772-4797; and

WHEREAS, the continuation and conduct of said senior citizens'
programs are in the public interest;

NOW, THEREFORE BE IT

RESOLVED, that the Commissioner of the Department of Senior
Enrichment be and she is hereby authorized and directed to continue
the senior citizens' programs, at various senior centers, clubs,
and town parks by contracting such persons, groups, and vendors,
professional or contractual as may be necessary to conduct the
aforementioned programs, said fees to be paid pursuant to
code #010-004-6772-4797.

The foregoing resolution was adopted upon roll call as
follows:

AYES:

NOES:

Item #

29

Case #

13441

CASE NO.

RESOLUTION NO.

ADOPTED:

Offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE COMMISSIONER OF THE DEPARTMENT OF SENIOR ENRICHMENT TO CONTINUE THE RECREATION PROGRAM FOR THE ELDERLY IN THE TOWN OF HEMPSTEAD.

WHEREAS, Chapter 675 of the laws of 1972 of the State of New York, amending Article 19-J of the Executive Law, Office for the Aging, permits municipalities to establish a recreation program for the elderly; and;

WHEREAS, the Town Board did establish a recreation program for the elderly in the Town of Hempstead by Resolution 2750-1967, and did by Town Board Resolution continue said recreational program for the elderly during the year 2018,

NOW, THEREFORE, BE IT

RESOLVED, that the Town of Hempstead does hereby continue the recreation program for the elderly; and

BE IT FURTHER RESOLVED, that the Commissioner of the Department of Senior Enrichment, is authorized to retain vendors for Dance, Drama, Sports, Arts and Crafts, Social Service, Art, English, Sewing, Bridge, Computer, Language, Ceramics, Photography, Sociology and Physical Education. The persons so engaged are to receive the sum of \$30.00 to \$80.00 per session, the total cost of which shall not exceed the sum of \$145,000.00 for the period from January 1, 2019 to December 31, 2019; and

BE IT FURTHER RESOLVED, that the Commissioner of the Department of Senior Enrichment, is hereby authorized and directed to retain Consultants, Health Care Professionals, Musicians, Center Aides, Nutrition Aides, Custodial Services, Program Development Staff, Directors and Assistant Directors of Senior citizens' clubs and centers, the persons so engaged are to receive the sum of \$30.00 to \$150.00 per session, the total cost of which shall not exceed the sum of \$90,000.00, for the period from January 1, 2019 to December 31, 2019;

BE IT FURTHER RESOLVED, that the Commissioner of the Department of Senior Enrichment be and she is hereby authorized and directed to make payment of the amounts stated above upon receipt of proper claim vouchers after the completion of said sessions, and, payment is to be charged against the Department of Senior Enrichment Code 010-004-6772-4151 Fees and Services.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

30

Case #

13441

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution

And moved its adoption:

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT #105-2018 TO REGENCY FOREST PET MEMORIAL CEMETERY FOR CREMATION SERVICES FOR ANIMALS AS PER SPECIFICATIONS FOR THE TOWN OF HEMPSTEAD ANIMAL SHELTER, TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK.

WHEREAS, the Director of Purchasing, on behalf of the Town of Hempstead, publicly solicited bids for Contract #105-2018, Cremation Services for Animals as per specifications for the Town of Hempstead Animal Shelter, Town of Hempstead, Nassau County, New York for a period of three years commencing November 24, 2018 through November 23, 2021 (the "Services"); and

WHEREAS, pursuant to such solicitation a sole bid was received and opened in the Department of Purchasing, on September 26, 2018; and

WHEREAS, the bid was referred to the Commissioner of the Department of General Services (the "Commissioner") for examination and report as follows:

Regency Forest Pet Memorial Cemetery	
760 Middle Country Road	
Middle Island, New York 11953	\$54,000.00/annually

WHEREAS, after a review of the bid, the Commissioner recommends that a contract for the Services be awarded to Regency Forest Pet Memorial Cemetery, 760 Middle Country Road, Middle Island, New York 11953, as the sole responsible bidder at its bid price set forth above; and

WHEREAS, consistent with the recommendation of the Commissioner, this Town Board finds it to be in the best interest of the Town to award a contract for the Services to Regency Forest Pet Memorial Cemetery, and it appears that said bidder is duly qualified; and

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board hereby awards a contract for the Services to Regency Forest Pet Memorial Cemetery, 760 Middle Country Road, Middle Island, New York 11953, as the sole responsible bidder at its bid price of \$54,000.00 (Fifty Four Thousand Dollars) annually for a period of three years commencing November 24, 2018 through November 23, 2021; and be it further

Item # 31

Case # 4760

RESOLVED, that the Comptroller is authorized and directed to make payments under the contract in an amount not to exceed \$54,000.00 (Fifty Four Thousand Dollars) annually for a period of three years commencing November 24, 2018 through November 23, 2021 with all charges there under to be paid from the Animal Shelter Fees and Services Account Number 010-002-3510-4151.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

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

Item # 32

Case # 57

CASE NO. 30018

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. 96-2018, 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 December 11, 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. 96-2018, Print No. 1, to amend Chapter 202 of the Code of the Town of Hempstead to include and repeal "REGULATIONS & RESTRICTIONS" to limit parking at various locations; and, BE IT FURTHER

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 33
Case # 30018

CASE NO. 30019

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 "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. 97-2018, Print No. 1 to amend the said Section 202-1 of the Code of the Town of Hempstead to include "PARKING OR STANDING PROHIBITIONS" at various locations; NOW, THEREFORE, BE IT

RESOLVED, that a public hearing be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York on December 11, 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. 97-2018, Print No. 1, to amend Section 202-1 of the Code of the Town of Hempstead to include "PARKING OR STANDING PROHIBITIONS" at various locations; and, BE IT FURTHER

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 34
Case # 30019

CASE NO. 30020

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, [redacted] has introduced a proposed local law known as Intro. No. 98-2018, 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 December 11, 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. 98-2018, Print No. 1, to amend Section 197-5 of the Code of the Town of Hempstead to include "ARTERIAL STOPS" at various locations; and, BE IT FURTHER

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 35
Case # 30020

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 11th day of December, 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:

- | | |
|-------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| GARDEN CITY SOUTH
Section 202-14 | GARDEN BOULEVARD (TH 460/18) North Side
- NO PARKING 8 AM TO 12 NOON EXCEPT
SATURDAYS, SUNDAYS, AND HOLIDAYS -
starting at a point 692 feet east of the
east curbline of Whitehall Boulevard
then east for a distance of 371 feet. |
| INWOOD
Section 202-21 | CARVEL PLACE (TH 447/18) North Side - NO
PARKING 7:30 AM TO 9:30 PM MONDAY
THROUGH SATURDAY - starting from the
east curbline of Sheridan Blvd east for
a distance of 70 feet.

SHERIDAN BLVD (TH 447/18) East Side - NO
PARKING 7:30 AM TO 9:30 PM MONDAY
THROUGH SATURDAY - starting at a point
300 feet north of the north curbline of
Carvel Place north for a distance of
109 feet. |
| OCEANSIDE
Section 202-13 | BEDELL STREET (TH 299B/18) North Side -
NO PARKING 8 AM TO 4 PM TUESDAY AND
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 Parkway.

BEDELL STREET (TH 299B/18) South Side -
NO PARKING 8 AM TO 4 PM 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 Parkway. |
| WEST HEMPSTEAD
Section 202-20 | PEACHGROVE DRIVE (TH 435/18) East Side -
FIVE HOUR PARKING BETWEEN SIGNS EXCEPT
SUNDAYS AND HOLIDAYS - starting at the
south curbline of Hempstead Turnpike
south for a distance of 95 feet. |

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

GARDEN CITY SOUTH EUSTON ROAD SOUTH (TH 195/18) West Side
Section 202-14 - NO PARKING 10 AM TO 8 PM - starting at
 the north curblines of Seventh Street
 north for a distance of 108 feet.
 (Adopted 9/4/18)

GARDEN BOULEVARD (TH 395/17) North Side
- NO PARKING 8 AM TO 12 NOON EXCEPT
SATURDAYS, SUNDAYS, AND HOLIDAYS -
starting from a point 698 feet east of
the east curblines of Whitehall Blvd.
then east for a distance of 359 feet.
(Adopted 11/28/17)

OCEANSIDE BEDELL STREET (TH 299/18) South Side -
Section 202-13 NO PARKING 8 AM TO 4 PM TUESDAY AND
 THURSDAY EXCEPT HOLIDAYS - starting at a
 point 25 feet east of the east curblines
 of Washington Avenue east to a point
 25 feet west of the west curblines of
 Rockville Centre Pkwy.
 (Adopted 9/20/18)

BEDELL STREET (TH 299/18) North Side -
NO PARKING 8 AM TO 4 PM MONDAY,
WEDNESDAY, FRIDAY EXCEPT HOLIDAYS -
starting at a point 25 feet east of the
east curblines of Washington Avenue east
to a point
25 feet west of the west curblines of
Rockville Centre Pkwy. (Adopted 9/20/18)

WEST HEMPSTEAD PEACHGROVE DRIVE (TH 442/63) East Side -
Section 202-20 ONE HOUR PARKING EXCEPT SUNDAYS AND
 HOLIDAYS - starting at the south
 curblines of Hempstead Turnpike south for
 a distance of 95 feet. (Amended 9/24/63)

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

Dated: November 27, 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 11th day of December, 2018, at 10:30 o'clock in the forenoon of that day to consider the enactment of a local law to amend Section 202-1 of the code of the Town of Hempstead to INCLUDE "PARKING OR STANDING PROHIBITIONS" at the following locations:

MERRICK MERRICK ROAD (TH 457/18) South Side -
NO STOPPING ANYTIME - starting at a
point 295 feet west of the west
curbline of Merrick Avenue west for a
distance of 77 feet.

WOODMERE WOODMERE BOULEVARD (TH 434/18) West
Side - NO PARKING ANYTIME - starting at
a point 60 feet south of the south
curbline of Station Plaza south for a
distance of 20 feet.

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

Dated: November 27, 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 11th day of December, 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 HARBOR EASTERN PARKWAY (TH 459/18) STOP - all traffic approaching northbound on Bayfront Parkway shall come to a full stop.

NORTH END DRIVE (TH 459/18) STOP - all traffic approaching southbound on Eastern Parkway shall come to a full stop.

SEAFORD BROOKLYN AVENUE (TH 444/18) STOP - all traffic traveling southbound on Monroe Avenue shall come to a full stop.

WEST HEMPSTEAD MORTON AVENUE (TH 383/18) STOP - all traffic approaching eastbound on Willets Avenue shall come to a full stop.

MORTON AVENUE (TH 383/18) STOP - all traffic approaching westbound on Willets Avenue shall come to a full stop.

WILLETS AVENUE (TH 383/18) STOP - all traffic approaching eastbound on Fairlawn 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: November 27, 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 seventy nine of two thousand eighteen is hereby amended by including therein "REGULATIONS AND RESTRICTIONS" to limit parking at the following locations:

GARDEN CITY SOUTH
Section 202-14

GARDEN BOULEVARD (TH 460/18) North Side – NO PARKING 8 AM TO 12 NOON EXCEPT SATURDAYS, SUNDAYS, AND HOLIDAYS – starting at a point 692 feet east of the east curbline of Whitehall Boulevard then east for a distance of 371 feet.

INWOOD
Section 202-21

CARVEL PLACE (TH 447/18) North Side – NO PARKING 7:30 AM TO 9:30 PM MONDAY THROUGH SATURDAY – starting from the east curbline of Sheridan Blvd east for a distance of 70 feet.

SHERIDAN BLVD (TH 447/18) East Side – NO PARKING 7:30 AM TO 9:30 PM MONDAY THROUGH SATURDAY – starting at a point 300 feet north of the north curbline of Carvel Place north for a distance of 109 feet.

OCEANSIDE
Section 202-13

BEDELL STREET (TH 299B/18) North Side – NO PARKING 8 AM TO 4 PM TUESDAY AND 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 Parkway.

BEDELL STREET (TH 299B/18) South Side – NO PARKING 8 AM TO 4 PM 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 Parkway.

WEST HEMPSTEAD
Section 202-20

PEACHGROVE DRIVE (TH 435/18) East Side – FIVE HOUR PARKING BETWEEN SIGNS EXCEPT SUNDAYS AND HOLIDAYS – starting at the south curbline of Hempstead Turnpike south for a distance of 95 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 seventy nine of two thousand eighteen is hereby amended by repealing therein "REGULATIONS AND RESTRICTIONS" to limit parking at the following locations:

GARDEN CITY SOUTH
Section 202-14

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. (Adopted 9/4/18)

GARDEN BOULEVARD (TH 395/17) North Side – NO PARKING 8 AM TO 12 NOON EXCEPT SATURDAYS, SUNDAYS, AND HOLIDAYS – starting from a point 698 feet east of the east curbline of Whitehall Blvd. then east for a distance of 359 feet. (Adopted 11/28/17)

OCEANSIDE
Section 202-13

BEDELL STREET (TH 299/18) South Side – NO PARKING
8 AM TO 4 PM TUESDAY AND 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.
(Adopted 9/20/18)

BEDELL STREET (TH 299/18) North Side – NO PARKING
8 AM TO 4 PM 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.
(Adopted 9/20/18)

WEST HEMPSTEAD
Section 202-20

PEACHGROVE DRIVE (TH 442/63) East Side – ONE
HOUR PARKING EXCEPT SUNDAYS AND HOLIDAYS
– starting at the south curbline of Hempstead Turnpike south
for a distance of 95 feet. (Amended 9/24/63)

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

Town of Hempstead

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

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

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

MERRICK

MERRICK ROAD (TH 457/18) South Side – NO STOPPING ANYTIME – starting at a point 295 feet west of the west curblineline of Merrick Avenue west for a distance of 77 feet.

WOODMERE

WOODMERE BOULEVARD (TH 434/18) West Side – NO PARKING ANYTIME – starting at a point 60 feet south of the south curblineline of Station Plaza south for a distance of 20 feet.

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

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 eighty one of two thousand eighteen is hereby amended by including therein "ARTERIAL STOPS" at the following locations:

BALDWIN HARBOR

EASTERN PARKWAY (TH 459/18) STOP – all traffic approaching northbound on Bayfront Parkway shall come to a full stop.

NORTH END DRIVE (TH 459/18) STOP – all traffic approaching southbound on Eastern Parkway shall come to a full stop.

SEAFORD

BROOKLYN AVENUE (TH 444/18) STOP – all traffic traveling southbound on Monroe Avenue shall come to a full stop.

WEST HEMPSTEAD

MORTON AVENUE (TH 383/18) STOP – all traffic approaching eastbound on Willets Avenue shall come to a full stop.

MORTON AVENUE (TH 383/18) STOP – all traffic approaching westbound on Willets Avenue shall come to a full stop.

WILLETS AVENUE (TH 383/18) STOP – all traffic approaching eastbound on Fairlawn Avenue shall come to a full stop.

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

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution
and moved its adoption:

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

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

NOW, THEREFORE BE IT

RESOLVED, that a public hearing be held in the Town
Meeting Pavilion, Hempstead Town Hall, Washington Street,
Hempstead, New York, on the 11th day of December, 2018, at
10:30 o'clock in the forenoon of that day, at which time
all persons interested shall be heard on the establishment
and setting aside of certain parking spaces for motor
vehicles for the sole use of holders of special parking
permits issued by the County of Nassau to physically
handicapped persons at the following locations:

ELMONT

CROWN AVENUE - east side, starting at
a point 30 feet south of the south
curbline of Hancock Street, south for a
distance of 18 feet.
(TH-445/18)

238th STREET - west side, starting
at a point 107 feet south of the south
curbline of 115th Terrance, south for a
distance of 20 feet.
(TH-449/18)

G STREET - south side, starting
at a point 98 feet west of the west
curbline of Meacham Avenue, west for
a distance of 20 feet.
(TH-453/18)

Item #

36

Case #

21527

ISLAND PARK

CAROLINA AVENUE - south side, starting at a point 164 feet west of the west curblineline of Austin Blvd., west for a distance of 20 feet south for 20 feet. (TH-469/18)

WOODMERE

WOODMERE BOULEVARD - west side, starting at a point 80 feet south of the south curblineline of Station Plaza, south for a distance of 20 feet. (TH-434/18)

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

ELMONT

LEHRER AVENUE - east side, starting at a point 230 feet north of the north curblineline of Rosser Avenue, north for a distance of 20 feet. (TH-163/14 - 6/24/14) (TH-464/18)

WOODMERE

WOODMERE BOULEVARD - west side, starting at a point 60 feet south of the south curblineline of Railroad Plaza, south for a distance of 20 feet. (TH-425/14 - 3/10/15) (TH-434/18)

; 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 11th day of December , 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

CROWN AVENUE - east side, starting at a point 30 feet south of the south curblineline of Hancock Street, south for a distance of 18 feet.
(TH-445/18)

238th STREET - west side, starting at a point 107 feet south of the south curblineline of 115th Terrance, south for a distance of 20 feet.
(TH-449/18)

G STREET - south side, starting at a point 98 feet west of the west curblineline of Meacham Avenue, west for a distance of 20 feet.
(TH-453/18)

ISLAND PARK

CAROLINA AVENUE - south side, starting at a point 164 feet west of the west curblineline line of Austin Blvd., west for a distance of 20 feet south for 20 feet.
(TH-469/18)

WOODMERE

WOODMERE BOULEVARD - west side, starting at a point 80 feet south of the south curblineline of Station Plaza, south for a distance of 20 feet.
(TH-434/18)

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

ELMONT

LEHRER AVENUE - east side, starting at a point 230 feet north of the north curblineline of Rosser Avenue, north for a distance of 20 feet.

(TH-163/14 - 6/24/14) (TH-464/18)

WOODMERE

WOODMERE BOULEVARD - west side, starting at a point 60 feet south of the south curblineline of Railroad Plaza, south for a distance of 20 feet.

(TH-425/14 - 3/10/15) (TH-434/18)

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

Dated: Hempstead, New York
November 27 , 2018

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

LAURA A. GILLEN
Supervisor

SYLVIA A. CABANA
Town Clerk

CASE NO. 30022

RESOLUTION NO.

RESOLUTION CALLING PUBLIC HEARING ON APPLICATION OF 671 NEWBRIDGE, LLC FOR PERMIT TO INCLUDE EXISTING GASOLINE SERVICE STATION WITHIN "GSS" DISTRICT AT EAST MEADOW, NEW YORK.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLVED, that a public hearing will be held a December 11, 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 671 NEWBRIDGE LLC for a permit to include existing gasoline service station with "GSS" District and install (2) two additional storage tanks, each with a capacity of 15,000 gallons and install (2) two new pumps islands and a 14x53' canopy and install (three) pumps islands with a 24x82' canopy and convert service bays into a retail store and operate a self-service fuel station at EAST MEADOW, New York, and BE IT

FURTHER RESOLVED, that the Town Clerk be and hereby is directed to publish notice thereof once a week for two successive weeks in Long Island Business News.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

37

Case #

30022

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 December 11, 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 671 NEWBRIDGE LLC for a permit to include existing gasoline service station with "GSS" District and install (2) two additional storage tanks, each with a capacity of 15,000 gallons and install (2) two new pumps islands and a 14x53' canopy and install (three) pumps islands with a 24x82' canopy and convert service bays into a retail store and operate a self-service fuel station at EAST MEADOW New York:

An irregular parcel of property on the e/si of Newbridge Rd. between North Jerusalem Rd. & Hysler St. w/frontage on Newbridge Rd. of 183.84' a frontage on Newbridge Rd. of 167.09' and frontage on Hylser St. of 78.07' situated in East Meadow, Town of Hempstead, County of Nassau, State of New York.

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

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

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

LAURA A. GILLEN
SUPERVISOR

SYLVIA A. CABANA
TOWN CLERK

Dated: Hempstead, N.Y.

11/27/2018

In addition there are (4) Four Resolutions for various types of Leaves of Absence.