

---

In the Matter of Application

Of

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

Against

**Maria Vivona**  
**1035 Hayes Street**  
**Baldwin, New York 11510**

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

1. That pursuant to Local Law 92-1981, adopted October 27, 1981, effective date November 2, 1981, which repealed and reenacted Chapter 90 of the code of the Town of Hempstead entitled, "Dangerous Buildings and structures," petitioner submits the following:
2. The structure or structures located on premises designated as Section 54, Block 377 and lot number (s) **1512-1514**, on the Land and Tax Map of the county of Nassau, are in a condition unsafe and dangerous to public safety.
3. All parties of interest have been apprised of the condition of the said structure and have been requested to correct the same. More than 60 days have elapsed since the aforementioned notice was given.
4. The parties in interest were advised that a hearing before this Town Board would take place on **December 11, 2018**.
5. As no effort to correct the existing unsafe and dangerous condition has been made, it is requested that this Town Board render a decision that the premises are unsafe and dangerous, a fire hazard and a public nuisance, and that the Commissioner of Buildings forthwith **DEMOLISH AND REMOVE THE ONE STORY WOOD FRAME ONE FAMILY DWELLING WITH ATTACHED GARAGE, AND REMOVE ALL LITTER AND DEBRIS FROM PROPERTY: LOCATED ON THE NORTH SIDE OF HAYES STREET, 202 FEET EAST OF MILBURN AVENUE, BALDWIN, N.Y. 11510, A/K/A 1035 HAYES STREET, BALDWIN, TOWN OF HEMPSTEAD IN ACCORDANCE WITH SURVEY RECOMMENDATIONS ATTACHED HERETO AND THAT THE TOWN BE REIMBURSED PURSUANT TO SECTION 90-13 OF THE CODE OF THE TOWN OF HEMPSTEAD.**

Item #     1    

Case #     6542

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE DEMOLITION AND REMOVAL OF THE ONE STORY WOOD FRAME ONE FAMILY DWELLING WITH ATTACHED GARAGE AND DEBRIS FROM PREMISE: SAID PREMISE LOCATED ON THE NORTH SIDE OF HAYES STREET, 202 FEET EAST OF MILBURN AVENUE. SECTION 54, BLOCK 377 AND LOT(S) 1512-1514, AKA 1035 HAYES STREET, BALDWIN, TOWN OF HEMPSTEAD, NEW YORK.

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

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the one story wood frame one family dwelling with attached garage, located on the North side of Hayes Street, 202 feet East of Milburn Avenue, Section 54, Block 377 and Lot (s) 1512-1514, A/K/A 1035 Hayes Street, Baldwin, Town of Hempstead, New York is hereby deemed to be unsafe; and

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

In the Matter of Application

Of

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

Against

**Karen Parker & Sarafina Deluca**  
**71-67 161<sup>st</sup> Street**  
**Fresh Meadows, New York 11365**

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

1. That pursuant to Local Law 92-1981, adopted October 27, 1981, effective date November 2, 1981, which repealed and reenacted Chapter 90 of the code of the Town of Hempstead entitled, "Dangerous Buildings and structures," petitioner submits the following:
2. The structure or structures located on premises designated as Section 43, Block 249 and lot number (s) 1-4, on the Land and Tax Map of the county of Nassau, are in a condition unsafe and dangerous to public safety.
3. All parties of interest have been apprised of the condition of the said structure and have been requested to correct the same. More than 60 days have elapsed since the aforementioned notice was given.
4. The parties in interest were advised that a hearing before this Town Board would take place on **December 11, 2018**.
5. As no effort to correct the existing unsafe and dangerous condition has been made, it is requested that this Town Board render a decision that the premises are unsafe and dangerous, a fire hazard and a public nuisance, and that the Commissioner of Buildings forthwith **DEMOLISH AND REMOVE THE TWO STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, AND REMOVE ALL LITTER AND DEBRIS FROM PROPERTY: LOCATED ON THE SOUTHEAST CORNER OF BAKER COURT AND PETIT PLACE, ISLAND PARK, N.Y. 11558, A/K/A 2 BAKER COURT, ISLAND PARK, TOWN OF HEMPSTEAD IN ACCORDANCE WITH SURVEY RECOMMENDATIONS ATTACHED HERETO AND THAT THE TOWN BE REIMBURSED PURSUANT TO SECTION 90-13 OF THE CODE OF THE TOWN OF HEMPSTEAD.**

Item #

2

6542

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE DEMOLITION AND REMOVAL OF THE TWO STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE AND DEBRIS FROM PREMISE: SAID PREMISE LOCATED ON THE SOUTHEAST CORNER OF BAKER COURT AND PETIT PLACE. SECTION 43, BLOCK 249 AND LOT(S) 1-4, AKA 2 BAKER COURT, ISLAND PARK, TOWN OF HEMPSTEAD, NEW YORK.

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

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the two story wood frame one family dwelling with detached garage, located on the Southeast Corner of Baker Court and Petit Place, Section 43, Block 249 and Lot (s) 1-4, A/K/A 2 Baker Court, Island Park, Town of Hempstead, New York is hereby deemed to be unsafe; and

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

In the Matter of Application

Of

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

Against

**The Administrator of Veterans Affairs of Washington DC  
441 4<sup>th</sup> Street NW #870  
Washington DC 20001**

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

1. That pursuant to Local Law 92-1981, adopted October 27, 1981, effective date November 2, 1981, which repealed and reenacted Chapter 90 of the code of the Town of Hempstead entitled, "Dangerous Buildings and structures," petitioner submits the following:
2. The structure or structures located on premises designated as Section 36, Block 468 and lot number (s) 57-59, on the Land and Tax Map of the county of Nassau, are in a condition unsafe and dangerous to public safety.
3. All parties of interest have been apprised of the condition of the said structure and have been requested to correct the same. More than 60 days have elapsed since the aforementioned notice was given.
4. The parties in interest were advised that a hearing before this Town Board would take place on **December 11, 2018**.
5. As no effort to correct the existing unsafe and dangerous condition has been made, it is requested that this Town Board render a decision that the premises are unsafe and dangerous, a fire hazard and a public nuisance, and that the Commissioner of Buildings forthwith **DEMOLISH AND REMOVE THE TWO STORY WOOD FRAME ONE FAMILY DWELLING, AND REMOVE ALL LITTER AND DEBRIS FROM PROPERTY: LOCATED ON THE NORTH SIDE OF PLEASANT AVENUE, 189 FEET WEST OF ELLISON AVENUE, N.Y. 11575, A/K/A 69 PLEASANT AVENUE, ROOSEVELT, TOWN OF HEMPSTEAD IN ACCORDANCE WITH SURVEY RECOMMENDATIONS ATTACHED HERETO AND THAT THE TOWN BE REIMBURSED PURSUANT TO SECTION 90-13 OF THE CODE OF THE TOWN OF HEMPSTEAD.**

Item # 3

Case # 6542

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE DEMOLITION AND REMOVAL OF THE TWO STORY WOOD FRAME ONE FAMILY DWELLING AND DEBRIS FROM PREMISE: SAID PREMISE LOCATED ON THE NORTH SIDE OF PLEASANT AVENUE, 189 FEET WEST OF ELLISON AVENUE. SECTION 36, BLOCK 468 AND LOT(S) 57-59, AKA 69 PLEASANT AVENUE, ROOSEVELT, TOWN OF HEMPSTEAD, NEW YORK.

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

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the two story wood frame one family dwelling, located on the North Side of Pleasant Avenue, 189 feet West of Ellison Avenue, Section 36, Block 468 and Lot (s) 57-59, A/K/A 69 Pleasant Avenue, Roosevelt, Town of Hempstead, New York is hereby deemed to be unsafe; and

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

**NOTICE OF PUBLIC HEARING**

PLEASE TAKE NOTICE that pursuant to Article 9 of the New York State Constitution, the provisions of the Town Law and Municipal Home Rule of the State of New York, both as amended, a public hearing will be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, on the 11<sup>th</sup> 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.

Case # 30018 <sup>4</sup>

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 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 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 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 PEACHGROVE DRIVE (TH 442/63) East Side -  
Section 202-20 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)

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 11<sup>th</sup> 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

Item #

5

Case #

30019

**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 11<sup>th</sup> 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

Item #

6

30020

**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 11<sup>th</sup> 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)

238<sup>th</sup> STREET - west side, starting at a point 107 feet south of the south curblineline of 115<sup>th</sup> 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)

Item #

7

Case #

21257

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: 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

NOTICE IS HEREBY GIVEN that a public hearing will be held by the Town Board of the Town of Hempstead, Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, on December 11, 2018 at 10:30 o'clock in the forenoon of that day for the purpose of considering the application of BOLLA EM, REALTY, LLC. for a variance from the provisions of "GSS" Ordinance and to include an existing gasoline service station with in the "GSS" District , and install two(2) additional storage tanks, each with a capacity of 12,000 gallons located at 85-101 Hempstead Turnpike. in WEST HEMPSTEAD, New York:

A square parcel of land located on the s/e intersection of Hempstead Turnpike & Broad Street. w/frontage on Hempstead Turnpike of 201.86' and Broad Street of 203.93' situated in West Hempstead, New York, County of Nassau, State of New York

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

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

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

LAURA A. GILLEN  
SUPERVISOR

SYLVIA A. CABANA  
TOWN CLERK

Dated: November 13, 2018  
Hempstead, N.Y.

Item #

8

Case #

30016

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: November 27, 2018  
Hempstead, N.Y.

Item # 9

Case # 30022

# DECISION OF 416 BCB CORP

Item # 10

Case # 236

# DECISION OF DEKA ASSOCIATES

Item # 11

Case # 26909



CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY WOOD FRAME ONE FAMILY DWELLING WITH ATTACHED GARAGE, LOCATED ON THE WEST SIDE OF FARM RANCH ROAD, 335 FEET SOUTH OF FARMEDGE COURT. SEC 46, BLOCK 444, AND LOT (S) 47, A/K/A 454 FARM RANCH ROAD EAST, BETHPAGE, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 454 Farm Ranch Road East, Bethpage, New York; and

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

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

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

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

WHEREAS, on July 26, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to have one (1) thirty seven inch by eighty two inch (37" x 82") door secured with one half inch (1/2") four (4) ply plywood, located at 454 Farm Ranch Road East, Bethpage;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$180.00, the cost associated with the emergency services provided at 454 Farm Ranch Road East, Bethpage, New York

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

NOW, THEREFORE, BE IT

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

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 12

Case # 6542

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE AND ONE HALF STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, LOCATED ON THE SOUTHEAST CORNER OF PARK TERRACE SOUTH AND LEXINGTON AVENUE. SEC 51, BLOCK 315, AND LOT (S) 9, A/K/A 288 PARK TERRACE SOUTH, EAST MEADOW, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 288 Park Terrace South, East Meadow, New York; and

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

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

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

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

WHEREAS, on July 22, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to have one (1) sixty three inch by seventy two (63" x 72") window boarded with one half inch (1/2") four (4) ply plywood, one (1) twenty four inch by thirty three inch (24" x 33") window boarded with one half inch (1/2") four (4) ply plywood, two (2) thirty three inch by forty two inch (33" x 42") windows boarded with one half inch (1/2") four (4) ply plywood, one (1) thirty six inch by forty eight inch (36" x 48") window boarded with one half inch (1/2") four (4) ply plywood and one (1) thirty inch by forty two inch (30" x 42") window boarded with one half inch (1/2") four (4) ply plywood, located at 288 Park Terrace South, East Meadow;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$246.40, the cost associated with the emergency services provided at 288 Park Terrace South, East Meadow, New York

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$496.40 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES: Item # 12

Case # 6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY MASONRY FRAME COMMERCIAL BUILDING, LOCATED ON THE SOUTH SIDE OF AUSTIN BOULEVARD, 121 FEET WEST OF TRAYMORE BOULEVARD. SEC 43, BLOCK 59, AND LOT (S) 21-30, A/K/A 4393 AUSTIN BOULEVARD, ISLAND PARK, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 4393 Austin Boulevard, Island Park, New York; and

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

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

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

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

WHEREAS, on July 29, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to have one (1) ten foot by sixteen foot (10' x 16') store front window framed and boarded up, located at 4393 Austin Boulevard, Island Park;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$768.00, the cost associated with the emergency services provided at 4393 Austin Boulevard, Island Park, New York

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$1,268.00 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

12

Case #

6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING SPECIAL ASSESSMENT FOR PROFESSIONAL SERVICES RENDERED IN REGARD TO AN UNSAFE TWO STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED TWO CAR GARAGE, LOCATED ON THE EAST SIDE OF EASTERN PARKWAY, 43 FEET NORTH OF WASHINGTON PLACE. SEC 54, BLOCK 360, AND LOT(S) 1195, A/K/A 3103 EASTERN PARKWAY, BALDWIN, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the unsafe structure located at 3103 Eastern Parkway, Baldwin, Town of Hempstead, New York; and

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

WHEREAS, the services of Cashin Associates, P.C., 1200 Veterans Memorial Highway, #200, Hauppauge, New York, providing architectural and engineering work in connection with Chapter 90, as authorized by the Commissioner of the Department of Buildings, were approved by the Town Board under Resolution Number 456-2017; and

WHEREAS, the Commissioner of the Department of Buildings directed the firm to provide professional architectural and engineering services for a site survey and report, regarding 3103 Eastern Parkway, Baldwin; and

WHEREAS, on June 5, 2018, Cashin Associates, P.C., performed verbal testimony at the Town Board Hearing with regard to the Chapter 90 report and has submitted a bill for services rendered, in the amount of \$300.00; and

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$300.00, the cost associated with such services provided regarding 3103 Eastern Parkway, Baldwin, New York.

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this Resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$550.00 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

13

Case #

6542

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING SPECIAL ASSESSMENT FOR PROFESSIONAL SERVICES RENDERED IN REGARD TO AN UNSAFE ONE STORY WOOD FRAME ONE FAMILY DWELLING WITH ATTACHED GARAGE, LOCATED ON THE NORTH SIDE OF HAYES STREET, 202 FEET EAST OF MILBURN AVENUE. SEC 54, BLOCK 377, AND LOT(S) 1512-1514, A/K/A 1035 HAYES STREET, BALDWIN, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the unsafe structure located at 1035 Hayes Street, Baldwin, Town of Hempstead, New York; and

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

WHEREAS, the services of Cashin Associates, P.C., 1200 Veterans Memorial Highway, #200, Hauppauge, New York, providing architectural and engineering work in connection with Chapter 90, as authorized by the Commissioner of the Department of Buildings, were approved by the Town Board under Resolution Number 456-2017; and

WHEREAS, the Commissioner of the Department of Buildings directed the firm to provide professional architectural and engineering services for a site survey and report, regarding 1035 Hayes Street, Baldwin; and

WHEREAS, on September 6, 2018, Cashin Associates, P.C., performed the surveying, architectural and engineering services directed by the Commissioner of the Department of Buildings and has submitted a bill for services rendered, in the amount of \$1,050.00; and

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$1,050.00, the cost associated with such services provided regarding 1035 Hayes Street, Baldwin, New York.

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this Resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$1,300.00 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 13

Case # 6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING SPECIAL ASSESSMENT FOR PROFESSIONAL SERVICES RENDERED IN REGARD TO THE DEMOLITION AND REMOVAL OF AN UNSAFE TWO STORY WOOD FRAME ONE FAMILY DWELLING, LOCATED ON THE SOUTH SIDE OF JAYNE PLACE, 102 FEET EAST OF MILBURN AVENUE. SEC 54, BLOCK B, AND LOT (S) 531, A/K/A 862 JAYNE PLACE, BALDWIN, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the unsafe structures located at 862 Jayne Place, Baldwin, Town of Hempstead, New York; and

WHEREAS, pursuant to Chapter 90 of the code, the Town Board authorized the demolition and removal of said structures under Town Board Resolution No. 1723-2017 adopted December 12, 2017; and

WHEREAS, the services of Unitech Services Group, Inc at 241-4 North Fehr Way in Bay Shore, New York, 11706, and the costs incurred by the emergency services authorized by the Commissioner of the Department of Buildings were approved by the Town Board under Resolution Number 897-2015; and

WHEREAS, the Commissioner of the Department of Buildings directed Unitech Services Group, Inc. to perform an asbestos abatement on the unsafe structure, located at 862 Jayne Place, Baldwin; and

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$8,700.00, the cost associated with the emergency services provided at 862 Jayne Place, Baldwin, New York

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$8,950.00 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

13

Case #

6542

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING SPECIAL ASSESSMENT FOR PROFESSIONAL SERVICES RENDERED IN REGARD TO AN INGROUND SWIMMING POOL, LOCATED ON THE EAST SIDE OF LEE PLACE, 367 FEET SOUTH OF BOUNDARY LANE. SEC 63, BLOCK 225, AND LOT(S) 21-22, A/K/A 2739 LEE PLACE, BELLMORE, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the unsafe structure located at 2739 Lee Place, Bellmore, Town of Hempstead, New York; and

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

WHEREAS, the services of Cashin Associates, P.C., 1200 Veterans Memorial Highway, #200, Hauppauge, New York, providing architectural and engineering work in connection with Chapter 90, as authorized by the Commissioner of the Department of Buildings, were approved by the Town Board under Resolution Number 456-2017; and

WHEREAS, the Commissioner of the Department of Buildings directed the firm to provide professional architectural and engineering services for a site survey and report, regarding 2739 Lee Place, Bellmore; and

WHEREAS, on August 21, 2018, Cashin Associates, P.C., performed the surveying, architectural and engineering services directed by the Commissioner of the Department of Buildings and has submitted a bill for services rendered, in the amount of \$1,050.00; and

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$1,050.00, the cost associated with such services provided regarding 2739 Lee Place, Bellmore, New York.

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this Resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$1,300.00 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 13

Case # 6542

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING SPECIAL ASSESSMENT FOR PROFESSIONAL SERVICES RENDERED IN REGARD TO AN UNSAFE ONE STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, LOCATED ON THE SOUTHEAST CORNER OF EVANS AVENUE AND UNION AVENUE. SEC 32, BLOCK 567, AND LOT(S) 44-45, A/K/A 94 EVANS AVENUE, ELMONT, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the unsafe structure located at 94 Evans Avenue, Elmont, Town of Hempstead, New York; and

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

WHEREAS, the services of Cashin Associates, P.C., 1200 Veterans Memorial Highway, #200, Hauppauge, New York, providing architectural and engineering work in connection with Chapter 90, as authorized by the Commissioner of the Department of Buildings, were approved by the Town Board under Resolution Number 456-2017; and

WHEREAS, the Commissioner of the Department of Buildings directed the firm to provide professional architectural and engineering services for a site survey and report, regarding 94 Evans Avenue, Elmont; and

WHEREAS, on October 18, 2018, Cashin Associates, P.C., performed the surveying, architectural and engineering services directed by the Commissioner of the Department of Buildings and has submitted a bill for services rendered, in the amount of \$1,050.00; and

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$1,050.00, the cost associated with such services provided regarding 94 Evans Avenue, Elmont, New York.

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this Resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$1,300.00 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 13

Case # 6542



Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING SPECIAL ASSESSMENT FOR PROFESSIONAL SERVICES RENDERED IN REGARD TO AN UNSAFE TWO STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, LOCATED ON THE SOUTHEAST CORNER OF BAKER COURT AND PETIT PLACE. SEC 43, BLOCK 249, AND LOT(S) 1-4, A/K/A 2 BAKER COURT, ISLAND PARK, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the unsafe structure located at 2 Baker Court, Island Park, Town of Hempstead, New York; and

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

WHEREAS, the services of Cashin Associates, P.C., 1200 Veterans Memorial Highway, #200, Hauppauge, New York, providing architectural and engineering work in connection with Chapter 90, as authorized by the Commissioner of the Department of Buildings, were approved by the Town Board under Resolution Number 456-2017; and

WHEREAS, the Commissioner of the Department of Buildings directed the firm to provide professional architectural and engineering services for a site survey and report, regarding 2 Baker Court, Island Park; and

WHEREAS, on September 6, 2018, Cashin Associates, P.C., performed the surveying, architectural and engineering services directed by the Commissioner of the Department of Buildings and has submitted a bill for services rendered, in the amount of \$1,137.50; and

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$1,137.50, the cost associated with such services provided regarding 2 Baker Court, Island Park, New York.

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this Resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$1,387.50 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 13

Case # 6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING SPECIAL ASSESSMENT FOR PROFESSIONAL SERVICES RENDERED IN REGARD TO AN UNSAFE TWO STORY WOOD FRAME ONE FAMILY DWELLING WITH SEMI-ATTACHED GARAGE, LOCATED ON THE SOUTH SIDE OF SUGAR MAPLE ROAD, 440 FEET EAST OF HILLTOP ROAD. SEC 45, BLOCK 163, AND LOT(S) 8, A/K/A 72 SUGAR MAPLE ROAD, LEVITTOWN, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the unsafe structure located at 72 Sugar Maple Road, Levittown, Town of Hempstead, New York; and

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

WHEREAS, the services of Cashin Associates, P.C., 1200 Veterans Memorial Highway, #200, Hauppauge, New York, providing architectural and engineering work in connection with Chapter 90, as authorized by the Commissioner of the Department of Buildings, were approved by the Town Board under Resolution Number 456-2017; and

WHEREAS, the Commissioner of the Department of Buildings directed the firm to provide professional architectural and engineering services for a site survey and report, regarding 72 Sugar Maple Road, Levittown; and

WHEREAS, on October 18, 2018, Cashin Associates, P.C., performed the surveying, architectural and engineering services directed by the Commissioner of the Department of Buildings and has submitted a bill for services rendered, in the amount of \$962.50; and

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$962.50, the cost associated with such services provided regarding 72 Sugar Maple Road, Levittown, New York.

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this Resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$1,212.50 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

13

Case #

6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING SPECIAL ASSESSMENT FOR PROFESSIONAL SERVICES RENDERED IN REGARD TO AN UNSAFE ONE STORY WOOD FRAME ONE FAMILY DWELLING WITH ATTACHED GARAGE, LOCATED ON THE SOUTHEAST CORNER OF NOEL COURT AND OTT LANE. SEC 55, BLOCK 526, AND LOT(S) 24, A/K/A 1370 NOEL COURT, MERRICK, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the unsafe structure located at 1370 Noel Court, Merrick, Town of Hempstead, New York; and

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

WHEREAS, the services of Cashin Associates, P.C., 1200 Veterans Memorial Highway, #200, Hauppauge, New York, providing architectural and engineering work in connection with Chapter 90, as authorized by the Commissioner of the Department of Buildings, were approved by the Town Board under Resolution Number 456-2017; and

WHEREAS, the Commissioner of the Department of Buildings directed the firm to provide professional architectural and engineering services for a site survey and report, regarding 1370 Noel Court, Merrick; and

WHEREAS, on September 20, 2018, Cashin Associates, P.C., performed verbal testimony at the Town Board Hearing with regard to the Chapter 90 report and has submitted a bill for services rendered, in the amount of \$300.00; and

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$300.00, the cost associated with such services provided regarding 1370 Noel Court, Merrick, New York.

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this Resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$550.00 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 13

Case # 6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING SPECIAL ASSESSMENT FOR PROFESSIONAL SERVICES RENDERED IN REGARD TO AN UNSAFE INGROUND SWIMMING POOL, LOCATED ON THE EAST SIDE OF WHALENECK DRIVE, 63 FEET NORTH OF BAYBERRY AVENUE. SEC 63, BLOCK 157, AND LOT(S) 125, A/K/A 3099 WHALENECK DRIVE, MERRICK, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the unsafe structure located at 3099 Whaleneck Drive, Merrick, Town of Hempstead, New York; and

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

WHEREAS, the services of Cashin Associates, P.C., 1200 Veterans Memorial Highway, #200, Hauppauge, New York, providing architectural and engineering work in connection with Chapter 90, as authorized by the Commissioner of the Department of Buildings, were approved by the Town Board under Resolution Number 456-2017; and

WHEREAS, the Commissioner of the Department of Buildings directed the firm to provide professional architectural and engineering services for a site survey and report, regarding 3099 Whaleneck Drive, Merrick; and

WHEREAS, on September 20, 2018, Cashin Associates, P.C., performed verbal testimony at the Town Board Hearing with regard to the Chapter 90 report and has submitted a bill for services rendered, in the amount of \$300.00; and

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$300.00, the cost associated with such services provided regarding 3099 Whaleneck Drive, Merrick, New York.

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this Resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$550.00 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

13

Case #

6542

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING SPECIAL ASSESSMENT FOR PROFESSIONAL SERVICES RENDERED IN REGARD TO AN UNSAFE TWO STORY WOOD FRAME ONE FAMILY DWELLING AND DEBRIS FROM PREMISE: SAID PREMISE LOCATED ON THE NORTH SIDE OF PLEASANT AVENUE, 189 FEET WEST OF ELLISON AVENUE. SECTION 36, BLOCK 468 AND LOT(S) 57-59, AKA 69 PLEASANT AVENUE, ROOSEVELT, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the unsafe structure located at 69 Pleasant Avenue, Roosevelt, Town of Hempstead, New York; and

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

WHEREAS, the services of Cashin Associates, P.C., 1200 Veterans Memorial Highway, #200, Hauppauge, New York, providing architectural and engineering work in connection with Chapter 90, as authorized by the Commissioner of the Department of Buildings, were approved by the Town Board under Resolution Number 456-2017; and

WHEREAS, the Commissioner of the Department of Buildings directed the firm to provide professional architectural and engineering services for a site survey and report, regarding 69 Pleasant Avenue, Roosevelt; and

WHEREAS, on August 8, 2018, Cashin Associates, P.C., performed the surveying, architectural and engineering services directed by the Commissioner of the Department of Buildings and has submitted a bill for services rendered, in the amount of \$962.50; and

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$962.50, the cost associated with such services provided regarding 69 Pleasant Avenue, Roosevelt, New York.

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this Resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$1,212.50 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 13  
Case # 6542

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING SPECIAL ASSESSMENT IN RELATION TO THE DEMOLITION AND REMOVAL OF A ONE AND ONE HALF STORY WOOD FRAME ONE FAMILY DWELLING WITH TWO CAR DETACHED GARAGE, AND REMOVAL OF ALL LITTER AND DEBRIS FROM SAID PREMISE LOCATED ON THE NORTH SIDE OF TAYLOR AVENUE, 663 FEET EAST OF LONG BEACH AVENUE. SEC 55, BLOCK 410, AND LOT (S) 39, A/K/A 110 TAYLOR AVENUE, ROOSEVELT, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to demolish and remove the unsafe structure located at 110 Taylor Avenue, Roosevelt, Town of Hempstead, New York; and

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

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

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

WHEREAS, the services of L and G Ruggiero Inc. at 702 Cord Avenue, Lindenhurst, New York, 11757, and the costs incurred by the emergency services authorized by the Commissioner of the Department of Buildings, were approved by the Town Board under Resolution Number 182-2015; and

WHEREAS, the Commissioner of the Department of Buildings directed L and G Ruggiero, Inc. to demolish and remove an unsafe one and one half story wood frame one family dwelling with two car detached garage, located at 110 Taylor Avenue, Roosevelt; and

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$45,074.00, the cost associated with the emergency services provided at 110 Taylor Avenue, Roosevelt, New York.

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this Resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$45,324.00 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 13  
Case # 6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING SPECIAL ASSESSMENT FOR PROFESSIONAL SERVICES RENDERED IN REGARD TO AN UNSAFE ONE STORY WOOD FRAME ONE FAMILY DWELLING WITH ATTACHED GARAGE, LOCATED ON THE EAST SIDE OF MERMAID AVENUE, 480 FEET NORTH OF ST. REGIS STREET. SEC 63, BLOCK 4, AND LOT(S) 77-80, A/K/A 2337 MERMAID AVENUE, WANTAGH, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the unsafe structure located at 2337 Mermaid Avenue, Wantagh, Town of Hempstead, New York; and

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

WHEREAS, the services of Cashin Associates, P.C., 1200 Veterans Memorial Highway, #200, Hauppauge, New York, providing architectural and engineering work in connection with Chapter 90, as authorized by the Commissioner of the Department of Buildings, were approved by the Town Board under Resolution Number 456-2017; and

WHEREAS, the Commissioner of the Department of Buildings directed the firm to provide professional architectural and engineering services for a site survey and report, regarding 2337 Mermaid Avenue, Wantagh; and

WHEREAS, on September 20, 2018, Cashin Associates, P.C., performed verbal testimony at the Town Board Hearing with regard to the Chapter 90 report and has submitted a bill for services rendered, in the amount of \$300.00; and

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$300.00, the cost associated with such services provided regarding 2337 Mermaid Avenue, Wantagh, New York.

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this Resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$550.00 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

13

Case #

6542

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING SPECIAL ASSESSMENT FOR PROFESSIONAL SERVICES RENDERED IN REGARD TO AN UNSAFE ONE STORY WOOD FRAME ONE FAMILY DWELLING WITH ATTACHED GARAGE, LOCATED ON THE WEST SIDE OF SEAMANS NECK ROAD, 251 FEET NORTH OF TWISTING LANE. SEC 51, BLOCK 407, AND LOT(S) 80, A/K/A 1080 SEAMANS NECK ROAD, WANTAGH, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the unsafe structure located at 1080 Seamans Neck Road, Wantagh, Town of Hempstead, New York; and

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

WHEREAS, the services of Cashin Associates, P.C., 1200 Veterans Memorial Highway, #200, Hauppauge, New York, providing architectural and engineering work in connection with Chapter 90, as authorized by the Commissioner of the Department of Buildings, were approved by the Town Board under Resolution Number 456-2017; and

WHEREAS, the Commissioner of the Department of Buildings directed the firm to provide professional architectural and engineering services for a site survey and report, regarding 1080 Seamans Neck Road, Wantagh; and

WHEREAS, on September 6, 2018, Cashin Associates, P.C., performed the surveying, architectural and engineering services directed by the Commissioner of the Department of Buildings and has submitted a bill for services rendered, in the amount of \$1,050.00; and

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$1,050.00, the cost associated with such services provided regarding 1080 Seamans Neck Road, Wantagh, New York.

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this Resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$1,300.00 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 13

Case # 6542



Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING SPECIAL ASSESSMENT FOR PROFESSIONAL SERVICES RENDERED IN REGARD TO AN UNSAFE TWO STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, LOCATED ON THE SOUTH SIDE OF SCANEATELES AVENUE, 100 FEET EAST OF MAHOPAC ROAD. SEC 35, BLOCK 415, AND LOT(S) 881-884, A/K/A 11 SCANEATELES AVENUE, WEST HEMPSTEAD, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the unsafe structure located at 11 Scaneateles Avenue, West Hempstead, Town of Hempstead, New York; and

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

WHEREAS, the services of Cashin Associates, P.C., 1200 Veterans Memorial Highway, #200, Hauppauge, New York, providing architectural and engineering work in connection with Chapter 90, as authorized by the Commissioner of the Department of Buildings, were approved by the Town Board under Resolution Number 456-2017; and

WHEREAS, the Commissioner of the Department of Buildings directed the firm to provide professional architectural and engineering services for a site survey and report, regarding 11 Scaneateles Avenue, West Hempstead; and

WHEREAS, on October 18, 2018, Cashin Associates, P.C., performed the surveying, architectural and engineering services directed by the Commissioner of the Department of Buildings and has submitted a bill for services rendered, in the amount of \$1,050.00; and

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$1,050.00, the cost associated with such services provided regarding 11 Scaneateles Avenue, West Hempstead, New York.

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this Resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$1,300.00 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 13  
Case # 654

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AWARDED FORMAL BID NO. 22-2018 FOR THE DEMOLITION AND REMOVAL OF A TWO STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED TWO CAR GARAGE AND REMOVAL OF ALL LITTER AND DEBRIS FROM PREMISES, SAID PREMISES IS LOCATED ON THE EAST SIDE OF EASTERN PARKWAY, 43 FEET NORTH OF WASHINGTON PLACE, SECTION 54, BLOCK 360 AND LOT (S) 1195, A/K/A 3103 EASTERN PARKWAY, BALDWIN, TOWN OF HEMPSTEAD, NEW YORK. APPROVED BY TOWN BOARD RESOLUTION NO 732-2018, ADOPTED JUNE 5, 2018, AUTHORIZING THE DEMOLITION AND REMOVAL OF A TWO STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED TWO CAR GARAGE AND REMOVAL OF ALL LITTER AND DEBRIS FROM THE SITE.

WHEREAS, the Director of Purchasing, on behalf of the Commissioner of the Building Department, advertised a public bid for the demolition and removal of unsafe structure located at 3103 Eastern Parkway, Baldwin, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures"; and

WHEREAS, the following bids were received on November 7, 2018, and referred to the Building Department for review:

<u>No.</u>	<u>Name &amp; Address of Bidder</u>	<u>Bid Proposal Amount</u>
1.	Scaffolds Etc. 180 East Prospect Avenue Mamaroneck, New York 10543	\$27,000.00
2.	S & M Prompt Rubbish Removal 425 W. Sunrise Highway Freeport, New York 11520	\$34,995.00
3.	Premium Contracting Services 239 Madison Avenue Island Park, New York 11558	\$36,400.00
4.	B & A Commerical Inc. 70 New Street Oceanside, New York 11572	\$62,300.00
5.	TDI Construction Inc. 60-70 74 <sup>th</sup> Street Middle Village, New York 11379	\$95,544.00

WHEREAS, The Commissioner of the Building Department recommends said bid Scaffolds Etc., 180 East Prospect Avenue, Mamaroneck, New York 10543, as in the best interest of the Town of Hempstead and;

WHEREAS, Scaffolds Etc., 180 East Prospect Avenue, Mamaroneck, New York 10543, was selected on December 11, 2018.

NOW THEREFORE, BE IT

RESOLVED, that Formal Bid #22-2018 for the demolition and removal of the two story wood frame one family dwelling with detached two car garage and removal of all litter and debris from premises, located on the East Side of Eastern Parkway, 43 feet North of Washington Place, Sec. 54, Block 360 and Lot(s) 1195, A/K/A 3103 Eastern Parkway, Baldwin, Town of Hempstead, is hereby awarded to Scaffolds Etc., 180 East Prospect Avenue, Mamaroneck, New York 10543 with payments to be made from Building Department Account #030-002-3620-4300, Unsafe Buildings.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 14  
6542

CASE NO. 25843

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved  
its adoption:

**RESOLUTION RATIFYING AND CONFIRMING THE GRANTING  
OF THE APPLICATION OF CONGREGATION BETH OHR FOR A  
PARADE PERMIT FOR A PROCESSION HELD IN BELLMORE,  
NEW YORK, ON DECEMBER 02, 2018.**

WHEREAS, Michael Bigman of Bellmore, New York, Chairperson of the  
Congregation Beth Ohr, New York has filed an application with the Town Clerk of  
the Town of Hempstead, for a Parade Permit for a Procession to be held in  
Bellmore, New York, on December 02, 2018 from 10:00 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 GRANTING of the aforesaid application of Michael  
Bigman, Chairperson of the Congregation Beth Ohr, be and the same is hereby  
RATIFIED AND CONFIRMED, subject to all the provisions of Chapter 117  
entitled Parades, Code of the Town of Hempstead

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

15

Case #

25843

CASE NO. 25843

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved  
its adoption:

**RESOLUTION RATIFYING AND CONFIRMING THE GRANTING  
OF THE APPLICATION OF CHABAD OF THE BEACHES FOR A  
PARADE PERMIT FOR A PARADE HELD IN E. ATLANTIC BEACH,  
NEW YORK, ON DECEMBER 02, 2018.**

WHEREAS, Rabbi Eli Goodmen of Long Beach, New York, Rabbi of the Chabad of the Beaches, 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 E. Atlantic Beach, New York, on December 02, 2018 from 4:30 PM to 6:00 PM and

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the GRANTING of the aforesaid application of Rabbi Eli Goodmen, Rabbi of the Chabad of the Beaches, be and the same is hereby RATIFIED AND CONFIRMED, subject to all the provisions of Chapter 117 entitled Parades, Code of the Town of Hempstead

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

15

Case #

25843

CASE NO. 25843

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved  
its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE GRANTING  
OF THE APPLICATION OF BALFOUR BEATTY  
COMMUNITIES FOR A PARADE PERMIT FOR A PARADE HELD  
IN EAST MEADOW, NEW YORK, ON DECEMBER 01, 2018.

WHEREAS, Carol D' Aleo of East Meadow, New York, Assistant  
Community Manger of the Balfour Beatty Communities, 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 East Meadow, New York, on December 01, 2018 from  
10:15 AM to 10:45 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 Carol D'  
Aleo, Assistant Community Manger of the Balfour Beatty Communities, be and the  
same is hereby RATIFIED AND CONFIRMED, subject to all the provisions of  
Chapter 117 entitled Parades, Code of the Town of Hempstead

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

15

Case #

25843

CASE NO. 25843

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved  
its adoption:

**RESOLUTION RATIFYING AND CONFIRMING THE GRANTING  
OF THE APPLICATION OF GIRLS ON THE RUN L.I. FOR A  
PARADE PERMIT FOR A K-RUN HELD IN UNIONDALE, NEW  
YORK, ON DECEMBER 02, 2018.**

WHEREAS, Doreen Dunne of Massapequa, New York, Council Director of the Girls on the Run L.I., 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 Uniondale, New York, on December 02, 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 Doreen Dunne, Council Director of the Girls on the Run L.I., be and the same is hereby RATIFIED AND CONFIRMED, subject to all the provisions of Chapter 117 entitled Parades, Code of the Town of Hempstead

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

15

Case #

25843

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING THE DISPOSAL OF OBSOLETE VEHICLES FROM THE DEPARTMENT OF SANITATION**

WHEREAS, the Commissioner of Sanitation has advised this Board that certain inventory, as listed below, at the Department of Sanitation should be declared obsolete and disposed of:

Year	Make	Type	Vin #
2003	Freightliner	Garbage Truck	1FVHBXCS13HL76882
2003	Freightliner	Garbage Truck	1FVHBXCS93HL76872
2005	Freightliner	Garbage Truck	1FVHCYCS575HN89907
2005	Freightliner	Garbage Truck	1FVHCYCS525HN89913
2002	Ford	Open Body	1FDAF56FX2ED66688
2000	Ford	Central Vac	1FDAF56F0YED40948
2003	Ford	Pick Up	1FTNF21L63EA10158
2003	Ford	Pick Up	1FTNF21L83EA10159
1988	Chevrolet	Step Van	1GCJP32J3J3327547
2001	Mack	Sander	1M2K195C21M017996
1997	Mack	Spreader	1M2K191CXVM010131
1996	Mack	Spreader	1M2K191C9TM008528
1997	Mack	Spreader	1M2K191C7VM010118
1998	Mack	Spreader	1M2K191C2WM011162
2003	Ford	Pick Up	1FTNF21L83EA10162

; and

WHEREAS, the storage of these vehicles has become burdensome to the inventory systems and space available for storage; and

WHEREAS, upon recommendation of the Commissioner, the Town Board deems it to be in the best interest of the Town to declare said vehicles obsolete and authorize disposal of same;

NOW THEREFORE BE IT

RESOLVED, that certain inventory, as delineated above, is hereby declared as obsolete; and BE IT FURTHER

RESOLVED, that monies received from the disposition of the obsolete vehicles shall be deposited by the Comptroller in the appropriate account.

The foregoing was adopted upon roll call as follows:

AYES: ( )

NOES: ( )  
\* \* \* \* \*

Item # 16

Case # 18081

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution  
and moved its adoption:

**RESOLUTION DECLARING VEHICLES OF THE DEPARTMENT  
OF GENERAL SERVICES, VEHICLE MAINTENANCE DIVISION,  
OBSOLETE AND AUTHORIZING DISPOSAL THEREOF**

WHEREAS, the Commissioner of the Department of General Services has advised this Board that certain vehicles should be declared obsolete and will seek receipt of salvage value as such vehicles are no longer economically serviceable for their original purpose and have been replaced by new vehicles; and

WHEREAS, the Commissioner of the Department of General Services further advises this Board that he believes that these vehicles have salvage value, and has indicated that the Department of General Services, Vehicle Maintenance Division vehicles described below have been so judged:

Type	VIN #	Year
GMC SIERRA PICKUP	1GTEK14V12Z242483	2002
FORD E250 VAN	1FTFE24Y5NA08613	1992
CHEVROLET TRAIL BLAZER	1GNET13M182240697	2008
NEW HOLLAND 555E	31024675	2000
TEREX BACKHOE	SMFH44TC09DH M7844	2009
FORD VAN	1FTFE24Y7NHA08614	1992
FORD E450 BUS H/C	1FDXE45F32HB01571	2002
CHEVY BOX TRUCK	1GCJP32J6H3315239	1987
FORD F350 C/C	1FTJW35H8VEB36387	1997
CHEVY IMPALA	2G1WB58NX79367546	2007

WHEREAS, it appears in the public interest that such vehicles should be disposed of after seeking receipt of salvage value;

NOW, THEREFORE, BE IT

RESOLVED, that the above described vehicles are hereby declared obsolete in their primary function in the Department of General Services, Vehicle Maintenance Division.

The foregoing resolution was adopted upon roll call as follows:

AYES

NOES:

Item # 17

Case # 18081



CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and  
moved its adoption:

RESOLUTION AMENDING RESOLUTION #1467-2018 WHICH AUTHORIZED AN INCREASE IN REVENUE IN PARKS & RECREATION DEPARTMENT OPERATING FUND AND ESTABLISHED A MOTOR VEHICLES EXPENSE ACCOUNT IN PARKS & RECREATION DEPARTMENT OPERATING FUND

WHEREAS, on November 13, 2018 the Town Board did adopt a resolution #1467-2018 entitled "RESOLUTION AUTHORIZING AN INCREASE IN PARKS & RECREATION DEPARTMENT OPERATING FUND AND ESTABLISHING A MOTOR VEHICLES EXPENSE ACCOUNT IN PARKS & RECREATION DEPARTMENT OPERATING FUND"; and

WHEREAS, there was an error in the Revenue Account number for Motor Vehicles;

WHEREAS, the Motor Vehicles Revenue Account number should read 2500, not 2550, and therefore it is necessary to amend the resolution to reflect the correct account number; and

NOW THEREFORE BE IT

RESOLVED, that Resolution #1467-2018, adopted November 13, 2018 is amended to reflect the change in the Motor Vehicles Revenue Account from 2550 to 2500; and be it further

RESOLVED, that except for the above-described amendment, Resolution #1467-2018 shall remain in full force and effect.

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 ACCEPTING BID FOR THE RESTORATION OF WATER UTILITY TRENCHES AND RELATED WORK ITEMS WITHIN THE BOUNDARIES OF THE TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK PW# 29-18

WHEREAS, the Commissioner of General Services advertised for bids for the Contract for the Restoration of Water Utility Trenches and Related Roadways Within the Boundaries of the Town of Hempstead, Nassau County, New York PW#29-18 (the "Project"); and

WHEREAS, pursuant to such advertisement bids were opened and read aloud in the office of the Commissioner of General Services on October 15, 2018, and

WHEREAS, the single bid received was referred to the Department of Water for examination and the Commissioner of the Department of Water reports said bid was as follows:

<u>Bidder</u>	<u>Total Comparison Bid Price As Read</u>	
Bancker Construction Corp.	\$ 70,888.95	; and

WHEREAS, based upon a unit pricing schedule, the bid submitted by Bancker Construction Corp. was found to be reasonable; and recommended acceptance of said bid to the Town Board and it appears that said bidder is duly qualified; and,

WHEREAS, in compliance with the details included in the bidding documents, the Town of Hempstead Water Department has recommended the awarding the Project to Bancker Construction Corp. with a total amount of all work not to exceed \$400,000.00 for a one year period beginning with the execution of the contract by Bancker Construction Corp., the Town reserving the right to renew the contract for a second and third calendar year at the prices bid without adjustment;

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board hereby awards a contract for the Project to Bancker Construction Corp. 218 Blydenburgh Road, P.O. Box 970, Islandia, New York, as the lowest responsible bidder for a total amount of all work not to exceed \$400,000.00 (Four Hundred Thousand Dollars) annually; renewable for a second and third calendar year at the prices bid without adjustment; and BE IT FURTHER

RESOLVED, that upon execution of the contract by Bancker Construction Corp, the bidder's 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 Water to execute, on behalf of the Town of Hempstead, the agreement with Bancker Construction Corp., and authorizes and directs the Comptroller to pay properly submitted claims for work performed in accordance with the contract from the Water Department's 4635 account or the appropriate Water District's capital outlay account, total amount not to exceed \$400,000.00 during the period ending one year from the execution of the contract by Bancker Construction Corp. renewable for a second and third calendar year.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 19

Case # 17555

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING PAYMENT OF THE  
MAINTENANCE AND SUPPORT SERVICES FEE FOR  
THE HUMAN RESOURCE MANAGEMENT / PAYROLL  
PROCESSING SYSTEM**

WHEREAS, PeopleStrategy, Inc., 5883 Glenridge Drive, Suite 200, Atlanta, GA 30642, will provide maintenance and support services on the GenLink Human Resource Management/Payroll Processing System for the period JULY 1, 2018 through JUNE 30, 2019 for a fee of \$86,969.43 and

WHEREAS, the Town Comptroller deems the charges to be fair and reasonable and in the best interest of the Town of Hempstead;

NOW, THEREFORE, BE IT

RESOLVED, that payment of the maintenance and support services fee for the GenLink Human Resource Management/Payroll Processing System for the period July 1, 2018 through June 30, 2019 be and hereby is authorized; and

BE IT FURTHER

RESOLVED, that the fee \$86,969.43 be paid from General Fund - Fees and Services Account 010-012-9000-4151.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 20

Case # 16976

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING AN AGREEMENT WITH DELL, INC. TO MEET MICROSOFT LICENSING COMPLIANCE UNDER NEW YORK STATE CONTRACT PS68202.**

**WHEREAS**, the Town of Hempstead (the "Town") requires the use of Microsoft software and online services which are subject to certain licensing requirements; and

**WHEREAS**, on January 22, 2018, KPMG began an audit of the Town's compliance with Microsoft licensing requirements as established in the Microsoft Business Agreement with the New York State Office of General Services pursuant to which the Town participates as a party to the Select Plus Agreement with Microsoft (the "Agreement"); and

**WHEREAS**, the audit found that the Town did not have all the required Microsoft licenses necessary to remain in compliance with the Agreement; and

**WHEREAS**, Dell, Inc. ("Dell"), One Dell Way, Round Rock, TX 78682 is an authorized reseller of license subscriptions for Microsoft software and online services (the "Services") pursuant to New York State Contract PS68202; and

**WHEREAS**, in order to remain in compliance with the Agreement and continue using Microsoft software and online services, the Commissioner of Information and Technology (the "Commissioner") has recommended that the Town enter into a 3 year agreement with Dell under New York State Contract PS68202 to provide the Services for a term commencing on December 1, 2018 and ending on November 30, 2021 in consideration of an annual amount not to exceed One Hundred Fifty Two Thousand One Hundred Twenty Five and 92/100 (\$152,125.92) Dollars for a total not to exceed amount of Four Hundred Fifty Six Thousand Three Hundred Seventy Seven and 76/100 (\$456,377.76) Dollars (the "Dell Agreement"); and

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

**WHEREAS**, consistent with the Commissioner's recommendation, this Board wishes to authorize the Dell Agreement.

**NOW, THEREFORE, BE IT**

Item #

21

Case #

14301

**RESOLVED**, that the Dell Agreement is authorized; and be it further

**RESOLVED**, that the Commissioner is authorized and directed to execute the Dell Agreement, and/or such other documents as may be required to effectuate the foregoing; and be it further

**RESOLVED**, that the Comptroller is authorized and directed to make annual payments pursuant to the terms of the Dell Agreement from the Information & Technology's Fees and Services Account 010-001-1680-4151 in an amount not to exceed \$152,125.92 each year, for a total amount not to exceed \$456,377.76 for the 3 year term.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING THE AWARD OF A BID TO FUTURE TECH ENTERPRISE INC. FOR THE MAINTENANCE OF CISCO SMARTNET USED THROUGHOUT THE TOWN OF HEMPSTEAD.**

**WHEREAS**, the Department of Information and Technology (the "Department") on behalf of the Town of Hempstead (the "Town"), solicited bids for the maintenance of Cisco Smartnet used throughout the Town, concluding on July 14<sup>th</sup>, 2019 (the "Services"); and

**WHEREAS**, the following sole bid was received and opened in the Department of Purchasing on June 25, 2018:

Future Tech Enterprise Inc.  
101-8 Colin Drive  
Holbrook, NY 11741  
Bid Price: \$108,607.36; and

**WHEREAS**, the Commissioner of Information & Technology (the "Commissioner") has recommended that the bid for the Services be awarded to Future Tech Enterprise Inc. 101-8 Colin Drive Holbrook, NY 11741, as the sole responsible bidder at its bid price set forth above; and

**WHEREAS**, consistent with the recommendation of the Commissioner, this Board finds it to be in the best interests of the Town to authorize an agreement with Future Tech Enterprise Inc. for the Services (the "Agreement").

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the Town Board authorizes the Agreement with Future Tech Enterprise Inc., 101-8 Colin Drive Holbrook, NY 11741 commencing July 15<sup>th</sup>, 2018, and ending July 14<sup>th</sup>, 2019, as the sole responsible bidder with a bid price not to exceed \$108,607.36; and be it further

**RESOLVED**, that the Commissioner is authorized and directed to execute the contract documents, if any, prepared herewith in connection with the Agreement; and be it further

**RESOLVED**, that the Comptroller is authorized and directed to make payment from the Department of Information and Technology account 010-001-1680-4030 in an amount not to exceed \$108,607.36.

The foregoing resolution was adopted upon roll call as follows:

AYES:

Item #

22

Case #

14301

Case No.

Resolution No.

Adopted:

Council(wo)man

offered the following resolution and moved its adoption:

**RESOLUTION OPPOSING  
DISCRIMINATION IN SHORT-TERM  
RENTAL ADVERTISEMENTS**

**WHEREAS**, the Town of Hempstead, consisting of hundreds of thousands of residents, is one of the most diverse municipalities in the United States; and

**WHEREAS**, some short-term accommodations service, such as AIRBNB, hosts are accused of racial, religious, gender, and sexual orientation discrimination in their offerings; and

**WHEREAS**, some short-term accommodations services discriminate in what they advertise, such as AIRBNB's refusal to advertise listings in Jewish settlements in the West Bank; and

**WHEREAS**, such discrimination demonstrates hatred, prejudice, ignorance, and hypocrisy; and

**WHEREAS**, such discrimination is antithetical to the values that we hold dear in the Town of Hempstead; and

**WHEREAS**, several groups, like the Israeli-Jewish Congress, and other human rights leaders have opposed these acts; and

**WHEREAS**, the prejudice and discrimination based on race, gender, religion, and sexual orientation have no place in our community, country, and world;

**NOW, THEREFORE, BE IT**

**RESOLVED**, the Town of Hempstead condemns any discrimination based on race, religion, gender, or sexual orientation in the advertising of short-term rental advertising; and be it further,

**RESOLVED**, the Town of Hempstead hereby opposes AIRBNB's discriminatory decision to remove all listings in Jewish settlements in the West Bank; and be it further

**RESOLVED**, in the event that AIRBNB or any other short-term rental accommodations service does not stop such discrimination, we call upon all our residents to boycott such services until such time as they desist from these despicable actions.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 23

Case # 28619

RESOLUTION RE: ACCEPTING CHRISTOPHER WHYMS,  
CECIL WILSON & MICHAEL I. JAGHAB AS ACTIVE  
MEMBERS IN THE FRIENDSHIP ENGINE AND HOSE CO,  
INC., MERRICK, NEW YORK.

ADOPTED:

Offered the following resolution and  
moved its adoption:

RESOLVED, that the action of FRIENDSHIP ENGINE AND  
HOSE COMPANY INC., MERRICK, NEW YORK in accepting  
CHRISTOPHER WHYMS, residing at 1547 Sycamore Avenue,  
N. Merrick, New York 11566, CECIL WILSON, residing at 2020  
Pearsall Place, Merrick, New York 11566, and MICHAEL I.  
JAGHAB residing at 1265 Jerusalem Avenue, N. Merrick,  
New York 11566, into the company rolls as a members, be  
and the same hereby is ratified and approved.

The foregoing resolution was adopted upon roll call as  
follows:

AYES:

NOES:

Item # 24  
Case # 693



CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

**RESOLUTION APPROVING A CONTRACT WITH INCORPORATED VILLAGE OF EAST ROCKAWAY; AND AUTHORIZING A NEW YORK STATE DIVISION FOR YOUTH GRANT.**

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

WHEREAS, THE INCORPORATED VILLAGE OF EAST ROCKAWAY, having its principal office at 17 John St., East Rockaway, New York, is one such organization qualified under the provisions of the Division for Youth, Youth Development/Delinquency Prevention Program, and said organization now makes application to the Town of Hempstead for a grant for youth services to be provided for a term commencing January 1, 2017 and terminating December 31, 2017; and

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Board hereby directs payment to the INCORPORATED VILLAGE OF EAST ROCKAWAY, the sum of TWO THOUSAND FIVE HUNDRED SIXTY and 00/100 (\$2,560.00) 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. 400-007-7110-4740/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 OCFS for reimbursement of the Town's expenditure to the extent provided for by the terms of the OCFS grant.

The foregoing resolution was adopted upon roll call as follows:

AYES: ( )  
NOES: ( )

Item # 25

Case # 13584

**CONTRACT FOR PERSONAL SERVICES**  
**By and Between**  
**TOWN OF HEMPSTEAD**  
**and**  
**INCORPORATED VILLAGE OF EAST ROCKAWAY**

**AGREEMENT** made the 1<sup>st</sup> day of January, 2017, 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 INCORPORATED VILLAGE of EAST ROCKAWAY, (hereinafter called the "Center") a non-profit corporation having its principal office at 17 John St., East Rockaway, NY 11518

**WITNESSTH 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; 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 TWO THOUSAND FIVE HUNDRED SIXTY and 00/100 (\$2,560.00) 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**, in consideration of the foregoing premises, the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. The Center agrees to continue its operations located at 17 John St., East Rockaway, NY 11518, 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, defend and hold harmless the Town, its agents, its servants and employees from and against any and all claims of liability, damages, and losses including, but not limited to reasonable attorney fees and expenses, sought for bodily injury and/or damage to property caused by the intentional acts or 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, to obtain at

its own cost and expense, policies of insurance, insuring the Center and the Town (as "additional insured") against any claims from any and all persons for bodily injury and/or property damage. Such policies shall have limits with respect to personal injuries of no less than \$1,000,000.00 per occurrence and shall also insure against property damage with limits of no less than \$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. Certificates of Insurance shall be from insurance companies licensed by the State of New York Insurance Department and shall provide for the Town to be notified in writing thirty (30) days prior to any cancellation, non-renewal or material change.

6. The Center agrees that it shall at all times keep and maintain full and complete books and records of accounts in accordance with generally accepted accounting principals ("GAAP") and such other records as may be prescribed by the Comptroller of the Town to reflect complete and true accountability for the funds which the Town shall grant under this Agreement. The Center shall, upon expenditure of the grant, provide the Department of Parks & Recreation with a detailed written report of the expenditures made.

7. The Center agrees to report to the Department of Parks & Recreation 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 TWO THOUSAND FIVE HUNDRED SIXTY and 00/100 (\$2,560.00) 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 / 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 this Agreement may be terminated by the Town without prior notices for any of the following reasons:

- (a) If the State aid from the Division For Youth in effect is discontinued or substantially impaired, or modified, or
- (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 as of January 1, 2017 and terminate the 31<sup>st</sup> day of December 2017.

13. This Agreement sets forth the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein and supersedes all prior agreements, promises, understandings, arrangements, representations or warranties, whether oral or written by any party hereto or by any related or unrelated third party.

14. This Agreement may not be changed or modified orally. Any change or modifications shall be in writing, signed by the party against whom enforcement of any change or modification is sought.

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

**TOWN OF HEMPSTEAD**

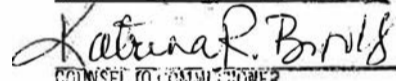
By: \_\_\_\_\_  
LAURA A. GILLEN  
Supervisor

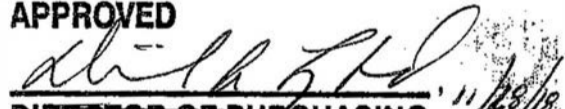
**INCORPORATED VILLAGE OF EAST ROCKAWAY**


By:   
Executive Director

APPROVED AS TO  
AVAILABLE FUNDS  
By:  Date 11/20/18  
KEVIN R. CONROY  
TOWN COMPTROLLER

11/30/18

APPROVED AS TO CONTENTS  
DATE 11/16/18  
  
KATRINA R. BORRELL  
COUNSEL TO COMMISSIONER  
DEPT. OF PLANNING & ECONOMIC DEVELOPMENT

APPROVED  
 11/28/18  
DIRECTOR OF PURCHASING  
DEPUTY TOWN COMPTROLLER

APPROVED AS TO FORMS  
  
CHIEF DEPUTY TOWN ATTORNEY  
DATE 11/27/18

STATE OF NEW YORK )

:ss.:

COUNTY OF NASSAU )

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

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

STATE OF NEW YORK )

:ss.:

COUNTY OF NASSAU )

On this 15<sup>th</sup> day of October, 2018 before me personally came Bruno Romano to me known, who being by me duly sworn did depose and say that (s)he resides at 10 Ocean Ave FR; that (s)he is the Executive Director of INCORPORATED VILLAGE OF EAST ROCKAWAY, the association described in and which executed the foregoing instrument; and that it was so affixed by order of the Board of Directors of said association and that he signed his name thereto by like order.

Donna Pagliaro  
Notary Public

DONNA PAGLIARO  
Notary Public, State of New York  
No. 01PA6123832  
Qualified in Nassau County  
Commission Expires March 14, 2021

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

**RESOLUTION APPROVING A CONTRACT WITH FLORAL PARK YOUTH COUNCIL, INC.; AND AUTHORIZING A NEW YORK STATE DIVISION FOR YOUTH GRANT.**

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

WHEREAS, FLORAL PARK YOUTH COUNCIL, INC., having its principal office at 35 Verbena Ave., Floral Park, New York, is one such organization qualified under the provisions of the Division for Youth, Youth Development/Delinquency Prevention Program, and said organization now makes application to the Town of Hempstead for a grant for youth services to be provided for a term commencing January 1, 2017 and terminating December 31, 2017; and

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Board hereby directs payment to the FLORAL PARK YOUTH COUNCIL, INC., the sum of SEVEN THOUSAND ONE HUNDRED TWO and 00/100 (\$7,102.00) DOLLARS to be made on the presentation of a claim for actual expenditures incurred, accompanied by substantive data that will support such expenditures. Such payment to be charged against the Town of Hempstead Account No. 400-007-7110-4740/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 OCFS for reimbursement of the Town's expenditure to the extent provided for by the terms of the OCFS grant.

The foregoing resolution was adopted upon roll call as follows:

AYES: ( )  
NOES: ( )  
Item # 26  
Case # 13584

**CONTRACT FOR PERSONAL SERVICES**

**By and Between  
TOWN OF HEMPSTEAD  
and  
FLORAL PARK YOUTH COUNCIL, INC.**

**AGREEMENT** made as of the 1<sup>st</sup> day of January, 2017, 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 FLORAL PARK YOUTH COUNCIL, INC, (hereinafter called the "Center") a non-profit corporation having its principal office at 35 Verbena Avenue, Floral Park, NY 11001

**WITNESSTH 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; and

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

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

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

**NOW, THEREFORE**, in consideration of the foregoing premises, the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. The Center agrees to continue its operations located at 35 Verbena Ave., Floral Park, NY 11001, 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, defend and hold harmless the Town, its agents, its servants and employees from and against any and all claims of liability, damages, and losses including, but not limited to reasonable attorney fees and expenses, sought for bodily injury and/or damage to property caused by the intentional acts or 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, to obtain at its own cost and expense, policies of insurance, insuring the Center and the Town (as

“additional insured”) against any claims from any and all persons for bodily injury and/or property damage. Such policies shall have limits with respect to personal injuries of no less than \$1,000,000.00 per occurrence and shall also insure against property damage with limits of no less than \$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. Certificates of Insurance shall be from insurance companies licensed by the State of New York Insurance Department and shall provide for the Town to be notified in writing thirty (30) days prior to any cancellation, non-renewal or material change.

6. The Center agrees that it shall at all times keep and maintain full and complete books and records of accounts in accordance with generally accepted accounting principals (“GAAP”) and such other records as may be prescribed by the Comptroller of the Town to reflect complete and true accountability for the funds which the Town shall grant under this Agreement. The Center shall, upon expenditure of the grant, provide the Department of Parks & Recreation with a detailed written report of the expenditures made.

7. The Center agrees to report to the Department of Parks & Recreation at such times and in such manner and form prescribed as to services performed pursuant to this Agreement.

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

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

- (a) Said sum shall be paid upon the presentation to the Town, by the Center, of monthly claims which shall be based upon actual expenditures incurred, accompanied with substantive data / 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 this Agreement may be terminated by the Town without prior notices for any of the following reasons:

- (a) If the State aid from the Division For Youth in effect is discontinued or substantially impaired, or modified, or
- (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 as of January 1, 2017 and terminate the 31<sup>st</sup> day of December 2017.



13. This Agreement sets forth the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein and supersedes all prior agreements, promises, understandings, arrangements, representations or warranties, whether oral or written by any party hereto or by any related or unrelated third party.

14. This Agreement may not be changed or modified orally. Any change or modifications shall be in writing, signed by the party against whom enforcement of any change or modification is sought.

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

**TOWN OF HEMPSTEAD**

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

**FLORAL PARK YOUTH COUNCIL, INC**

By: *Jessica Dawson*  
Executive Director

APPROVED AS TO  
AVAILABLE FUNDS  
By *Kevin R. Conroy* Date 11/20/18  
KEVIN R. CONROY  
TOWN COMPTROLLER  
12/3/18

APPROVED AS TO COMMENT  
DATE 11-10-18  
*Katrina R. Binks*  
COUNCIL TO COMPTROLLER  
DEPT. OF PLANNING & ECONOMIC DEVELOPMENT

APPROVED  
*Stacy Fry*  
DIRECTOR OF PURCHASING

APPROVED AS TO FORM  
*[Signature]*  
CHIEF DEPUTY TOWN ATTORNEY  
DATE 11/28/18

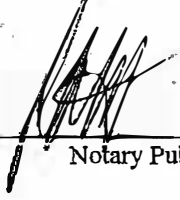
STATE OF NEW YORK )  
  :SS.:  
COUNTY OF NASSAU )

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

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

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

On this 12 day of SEPTEMBER, 2018 before me personally came SUSAN SAALSON to me known, who being by me duly sworn did depose and say that (s)he resides at \_\_\_\_\_; that (s)he is the Executive Director of FLORAL PARK YOUTH COUNCIL, INC, the association described in and which executed the foregoing instrument; and that it was so affixed by order of the Board of Directors of said association and that he signed his name thereto by like order.

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

JEFFREY RICHTER  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01R16203997  
Qualified in Nassau County  
My Commission Expires April 13, 2021

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

**RESOLUTION APPROVING A  
CONTRACT WITH INCORPORATED  
VILLAGE OF GARDEN CITY;  
AND AUTHORIZING A NEW YORK STATE  
DIVISION FOR YOUTH GRANT.**

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

**WHEREAS, THE INCORPORATED VILLAGE OF GARDEN CITY**, having its principal office at 351 Stewart Ave, Garden City, New York, is one such organization qualified under the provisions of the Division for Youth, Youth Development/Delinquency Prevention Program, and said organization now makes application to the Town of Hempstead for a grant for youth services to be provided for a term commencing January 1, 2017 and terminating December 31, 2017; and

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

**NOW, THEREFORE, BE IT**

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

**BE IT FURTHER RESOLVED**, that the Town Board hereby directs payment to the INCORPORATED VILLAGE OF GARDEN CITY, the sum of THREE THOUSAND ONE HUNDRED SIXTY TWO and 00/100 (\$3,162.00) 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. 400-007-7110-4740/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 OCFS for reimbursement of the Town's expenditure to the extent provided for by the terms of the OCFS grant.

The foregoing resolution was adopted upon roll call as follows:

AYES:        ( )  
NOES:        ( )

Item #           27          

Case #           13584

**CONTRACT FOR PERSONAL SERVICES**  
**By and Between**  
**TOWN OF HEMPSTEAD**  
**and**  
**INCORPORATED VILLAGE OF GARDEN CITY**

UGC 0010-040629-1900

**AGREEMENT** made the 1<sup>st</sup> day of January, 2017, 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 INCORPORATED VILLAGE of GARDEN CITY, (hereinafter called the "Center") a non-profit corporation having its principal office at 351 Stewart Ave., Garden City, NY 11530

**WITNESSTH 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; 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 THREE THOUSAND ONE HUNDRED SIXTY TWO and 00/100 (\$3,162.00) 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**, in consideration of the foregoing premises, the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. The Center agrees to continue its operations located at 351 Stewart Ave., Garden City, NY 11530, 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, defend and hold harmless the Town, its agents, its servants and employees from and against any and all claims of liability, damages, and losses including, but not limited to reasonable attorney fees and expenses, sought for bodily injury and/or damage to property caused by the intentional acts or 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, to obtain at

its own cost and expense, policies of insurance, insuring the Center and the Town (as "additional insured") against any claims from any and all persons for bodily injury and/or property damage. Such policies shall have limits with respect to personal injuries of no less than \$1,000,000.00 per occurrence and shall also insure against property damage with limits of no less than \$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. Certificates of Insurance shall be from insurance companies licensed by the State of New York Insurance Department and shall provide for the Town to be notified in writing thirty (30) days prior to any cancellation, non-renewal or material change.

6. The Center agrees that it shall at all times keep and maintain full and complete books and records of accounts in accordance with generally accepted accounting principals ("GAAP") and such other records as may be prescribed by the Comptroller of the Town to reflect complete and true accountability for the funds which the Town shall grant under this Agreement. The Center shall, upon expenditure of the grant, provide the Department of Parks & Recreation with a detailed written report of the expenditures made.

7. The Center agrees to report to the Department of Parks & Recreation 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 THREE THOUSAND ONE HUNDRED SIXTY TWO and 00/100 (\$3,162.00) 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 / 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 this Agreement may be terminated by the Town without prior notices for any of the following reasons:

- (a) If the State aid from the Division For Youth in effect is discontinued or substantially impaired, or modified, or
- (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 as of January 1, 2017 and terminate the 31<sup>st</sup> day of December 2017.

13. This Agreement sets forth the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein and supersedes all prior agreements, promises, understandings, arrangements, representations or warranties, whether oral or written by any party hereto or by any related or unrelated third party.

14. This Agreement may not be changed or modified orally. Any change or modifications shall be in writing, signed by the party against whom enforcement of any change or modification is sought.

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

**TOWN OF HEMPSTEAD**

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

**INCORPORATED VILLAGE OF GARDEN CITY**

By: *R. V. Suozzi*  
Executive Director  
Village Administrator  
Ralph V. Suozzi

APPROVED AS TO  
AVAILABLE FUNDS  
By *Kevin R. Conroy* Date 4/23/18  
KEVIN R. CONROY  
TOWN COMPTROLLER

APPROVED AS TO CONTENT  
DATE 11-28-18  
*Katrina R. Brown*  
DEPUTY TOWN COMPTROLLER  
DEPT. OF PLANNING & ECONOMIC DEVELOPMENT

APPROVED  
*Shirley L. Brown* 11/28/18  
DIRECTOR OF PURCHASING  
DEPUTY TOWN COMPTROLLER

APPROVED AS TO FORM  
*[Signature]*  
DEPUTY TOWN ATTORNEY  
11/20/18

STATE OF NEW YORK )

:ss.:

COUNTY OF NASSAU )

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

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

STATE OF NEW YORK )

:ss.:

COUNTY OF NASSAU )

On this 21<sup>st</sup> day of September, 2018 before me personally came Ralph V. Suozzi to me known, who being by me duly sworn did depose and say that (s)he resides at Suozzi; that (s)he is the ~~Executive Director~~ Mayor of INCORPORATED VILLAGE of GARDEN CITY, the association described in and which executed the foregoing instrument; and that it was so affixed by order of the Board of Directors of said association and that he signed his name thereto by like order.

Karen M. Altman

Notary Public

KAREN M. ALTMAN  
Notary Public, State of New York  
No. 01AL6142180  
Qualified in Nassau County  
Commission Expires March 13, 2022



CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

**RESOLUTION APPROVING A  
CONTRACT WITH VILLAGE  
OF HEMPSTEAD YOUTH SERVICES;  
AND AUTHORIZING A NEW YORK STATE  
DIVISION FOR YOUTH GRANT.**

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

**WHEREAS, THE VILLAGE OF HEMPSTEAD YOUTH SERVICES**, having its principal office at Kennedy Park, 335 Greenwich St., Hempstead, New York, is one such organization qualified under the provisions of the Division for Youth, Youth Development/Delinquency Prevention Program, and said organization now makes application to the Town of Hempstead for a grant for youth services to be provided for a term commencing January 1, 2017 and terminating December 31, 2017; and

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

**NOW, THEREFORE, BE IT**

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

**BE IT FURTHER RESOLVED**, that the Town Board hereby directs payment to the VILLAGE OF HEMPSTEAD YOUTH SERVICES, the sum of THIRTEEN THOUSAND TWO HUNDRED NINETY NINE and 00/100 (\$13,299.00) 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. 400-007-7110-4740/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 OCFS for reimbursement of the Town's expenditure to the extent provided for by the terms of the OCFS grant.

The foregoing resolution was adopted upon roll call as follows:

AYES:       ( )  
NOES:       ( )

Item #           28          

Case #           13584



**CONTRACT FOR PERSONAL SERVICES**  
**By and Between**  
**TOWN OF HEMPSTEAD**  
**and**  
**VILLAGE OF HEMPSTEAD YOUTH SERVICES**

**AGREEMENT** made the 1<sup>st</sup> day of January, 2017, 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 VILLAGE of HEMPSTEAD YOUTH SERVICES, (hereinafter called the "Center") a non-profit corporation having its principal office at Kennedy Park, 335 Greenwich St., Hempstead, NY 11550

**WITNESSTH 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; 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 THIRTEEN THOUSAND TWO HUNDRED NINETY NINE and 00/100 (\$13,299.00) 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**, in consideration of the foregoing premises, the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. The Center agrees to continue its operations located at Kennedy Park, 335 Greenwich St., 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, defend and hold harmless the Town, its agents, its servants and employees from and against any and all claims of liability, damages, and losses including, but not limited to reasonable attorney fees and expenses, sought for bodily injury and/or damage to property caused by the intentional acts or 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, to obtain at

its own cost and expense, policies of insurance, insuring the Center and the Town (as "additional insured") against any claims from any and all persons for bodily injury and/or property damage. Such policies shall have limits with respect to personal injuries of no less than \$1,000,000.00 per occurrence and shall also insure against property damage with limits of no less than \$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. Certificates of Insurance shall be from insurance companies licensed by the State of New York Insurance Department and shall provide for the Town to be notified in writing thirty (30) days prior to any cancellation, non-renewal or material change.

6. The Center agrees that it shall at all times keep and maintain full and complete books and records of accounts in accordance with generally accepted accounting principals ("GAAP") and such other records as may be prescribed by the Comptroller of the Town to reflect complete and true accountability for the funds which the Town shall grant under this Agreement. The Center shall, upon expenditure of the grant, provide the Department of Parks & Recreation with a detailed written report of the expenditures made.

7. The Center agrees to report to the Department of Parks & Recreation 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 THIRTEEN THOUSAND TWO HUNDRED NINETY NINE and 00/100 (\$13,299.00) 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 / 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 this Agreement may be terminated by the Town without prior notices for any of the following reasons:

- (a) If the State aid from the Division For Youth in effect is discontinued or substantially impaired, or modified, or
- (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 as of January 1, 2017 and terminate the 31<sup>st</sup> day of December 2017.

13. This Agreement sets forth the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein and supersedes all prior agreements, promises, understandings, arrangements, representations or warranties, whether oral or written by any party hereto or by any related or unrelated third party.

14. This Agreement may not be changed or modified orally. Any change or modifications shall be in writing, signed by the party against whom enforcement of any change or modification is sought.

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

**TOWN OF HEMPSTEAD**

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

**VILLAGE OF HEMPSTEAD YOUTH SERVICES**

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

APPROVED AS TO  
AVAILABLE FUNDS  
By Cap Date 11/30/18  
\_\_\_\_\_  
KEVIN R. CONROY  
TOWN COMPTROLLER

APPROVED AS TO CONTENT  
DATE 11/16/18  
Katrina R. Poul  
COUNSEL TO COMMISSIONER  
DEPT. OF PLANNING & ECONOMIC DEVELOPMENT

APPROVED  
[Signature]  
~~DIRECTOR OF PURCHASING~~ 11/20/18  
DEPUTY TOWN COMPTROLLER

APPROVED AS TO CONTENT  
[Signature]  
CHIEF DEPUTY TOWN COMPTROLLER  
DATE 11/28/18



CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

**RESOLUTION APPROVING A CONTRACT  
WITH VILLAGE OF LYNBROOK;  
AND AUTHORIZING A NEW YORK STATE  
DIVISION FOR YOUTH GRANT.**

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

**WHEREAS, THE VILLAGE OF LYNBROOK**, having its principal office at Greis Park, 55 Wilbur St., Lynbrook, New York, is one such organization qualified under the provisions of the Division for Youth, Youth Development/Delinquency Prevention Program, and said organization now makes application to the Town of Hempstead for a grant for youth services to be provided for a term commencing January 1, 2017 and terminating December 31, 2017; and

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

**NOW, THEREFORE, BE IT**

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

**BE IT FURTHER RESOLVED**, that the Town Board hereby directs payment to the VILLAGE OF LYNBROOK, the sum of TWO THOUSAND EIGHTY TWO and 00/100 (\$2,082.00) 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. 400-007-7110-4740/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 OCFS for reimbursement of the Town's expenditure to the extent provided for by the terms of the OCFS grant.

The foregoing resolution was adopted upon roll call as follows:

AYES:        ( )  
NOES:        ( )

item #           29          

Case #           13584

**CONTRACT FOR PERSONAL SERVICES**  
**By and Between**  
**TOWN OF HEMPSTEAD**  
**and**  
**VILLAGE OF LYNBROOK RECREATION**

**AGREEMENT** made the 1<sup>st</sup> day of January, 2017, 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 VILLAGE of LYNBROOK RECREATION, (hereinafter called the "Center") a non-profit corporation having its principal office at Greis Park, 55 Wilbur St., Lynbrook, NY 11563.

**WITNESSTH 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; 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 TWO THOUSAND EIGHTY TWO and 00/100 (\$2,082.00) 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**, in consideration of the foregoing premises, the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. The Center agrees to continue its operations located at Greis Park, 55 Wilbur St., Lynbrook, NY 11563, 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, defend and hold harmless the Town, its agents, its servants and employees from and against any and all claims of liability, damages, and losses including, but not limited to reasonable attorney fees and expenses, sought for bodily injury and/or damage to property caused by the intentional acts or 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, to obtain at

its own cost and expense, policies of insurance, insuring the Center and the Town (as "additional insured") against any claims from any and all persons for bodily injury and/or property damage. Such policies shall have limits with respect to personal injuries of no less than \$1,000,000.00 per occurrence and shall also insure against property damage with limits of no less than \$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. Certificates of Insurance shall be from insurance companies licensed by the State of New York Insurance Department and shall provide for the Town to be notified in writing thirty (30) days prior to any cancellation, non-renewal or material change.

6. The Center agrees that it shall at all times keep and maintain full and complete books and records of accounts in accordance with generally accepted accounting principals ("GAAP") and such other records as may be prescribed by the Comptroller of the Town to reflect complete and true accountability for the funds which the Town shall grant under this Agreement. The Center shall, upon expenditure of the grant, provide the Department of Parks & Recreation with a detailed written report of the expenditures made.

7. The Center agrees to report to the Department of Parks & Recreation 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 TWO THOUSANDEIGHTY TWO and 00/100 (\$2,082.00) 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 / 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 this Agreement may be terminated by the Town without prior notices for any of the following reasons:

- (a) If the State aid from the Division For Youth in effect is discontinued or substantially impaired, or modified, or
- (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 as of January 1, 2017 and terminate the 31<sup>st</sup> day of December 2017.

13. This Agreement sets forth the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein and supersedes all prior agreements, promises, understandings, arrangements, representations or warranties, whether oral or written by any party hereto or by any related or unrelated third party.

14. This Agreement may not be changed or modified orally. Any change or modifications shall be in writing, signed by the party against whom enforcement of any change or modification is sought.

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

**TOWN OF HEMPSTEAD**

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

**VILLAGE OF LYNBROOK RECREATION**

By: *Paul Leach*  
Executive Director

APPROVED AS TO  
AVAILABLE FUNDS  
By *Kevin R. Conroy* Date 11/30/18  
KEVIN R. CONROY  
TOWN COMPTROLLER 12/3/18

APPROVED AS TO CONTENTS  
DATE 11-16-18  
*Katrina R. Bruto*  
COUNCIL TO COMPTROLLER  
DEPT. OF PLANNING & ECONOMIC DEVELOPMENT

APPROVED  
*Shirley J. ...* 11/28/18  
DIRECTOR OF PURCHASING  
DEPUTY TOWN COMPTROLLER

APPROVED AS TO FORM  
*[Signature]*  
DEPUTY TOWN ATTORNEY  
11/28/18



STATE OF NEW YORK )

:ss.:

COUNTY OF NASSAU )

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

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

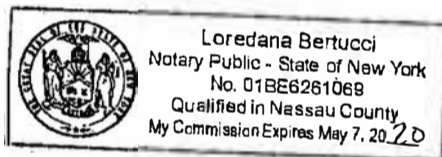
STATE OF NEW YORK )

:ss.:

COUNTY OF NASSAU )

On this 7th day of September, 2018 before me personally came Alan Beach to me ~~known~~, who being by me duly sworn did depose and say that (s)he resides at The Columbus Inn; that (s)he is the Executive Director of VILLAGE of LYNBROOK RECREATION, the association described in and which executed the foregoing instrument; and that it was so affixed by order of the Board of Directors of said association and that he signed his name thereto by like order.

Loredana Bertucci  
Notary Public



CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

**RESOLUTION APPROVING A CONTRACT  
WITH VILLAGE OF MALVERNE;  
AND AUTHORIZING A NEW YORK STATE  
DIVISION FOR YOUTH GRANT.**

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

**WHEREAS, THE VILLAGE OF MALVERNE**, having its principal office at 99 Church St., Malverne, New York, is one such organization qualified under the provisions of the Division for Youth, Youth Development/Delinquency Prevention Program, and said organization now makes application to the Town of Hempstead for a grant for youth services to be provided for a term commencing January 1, 2017 and terminating December 31, 2017; and

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

**NOW, THEREFORE, BE IT**

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

**BE IT FURTHER RESOLVED**, that the Town Board hereby directs payment to the VILLAGE OF MALVERNE, the sum of ONE THOUSAND SIX HUNDRED THIRTY SEVEN and 00/100 (\$1,637.00) 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. 400-007-7110-4740 /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 OCFS for reimbursement of the Town's expenditure to the extent provided for by the terms of the OCFS grant.

The foregoing resolution was adopted upon roll call as follows:

AYES:        ( )  
NOES:        ( )

Item #           30            
Case #           13584

**CONTRACT FOR PERSONAL SERVICES**

**By and Between  
TOWN OF HEMPSTEAD  
and  
VILLAGE OF MALVERNE**

**AGREEMENT** made the 1<sup>st</sup> day of January, 2017, 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 VILLAGE of MALVERNE, (hereinafter called the "Center") a non-profit corporation having its principal office at 99 Church St., Malverne, NY 11565.

**WITNESSTH 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; 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 ONE THOUSAND SIX HUNDRED THIRTY SEVEN and 00/100 (\$1,637.00) 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**, in consideration of the foregoing premises, the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. The Center agrees to continue its operations located at 99 Church St., Malverne, NY 11565, 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, defend and hold harmless the Town, its agents, its servants and employees from and against any and all claims of liability, damages, and losses including, but not limited to reasonable attorney fees and expenses, sought for bodily injury and/or damage to property caused by the intentional acts or 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, to obtain at

its own cost and expense, policies of insurance, insuring the Center and the Town (as "additional insured") against any claims from any and all persons for bodily injury and/or property damage. Such policies shall have limits with respect to personal injuries of no less than \$1,000,000.00 per occurrence and shall also insure against property damage with limits of no less than \$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. Certificates of Insurance shall be from insurance companies licensed by the State of New York Insurance Department and shall provide for the Town to be notified in writing thirty (30) days prior to any cancellation, non-renewal or material change.

6. The Center agrees that it shall at all times keep and maintain full and complete books and records of accounts in accordance with generally accepted accounting principals ("GAAP") and such other records as may be prescribed by the Comptroller of the Town to reflect complete and true accountability for the funds which the Town shall grant under this Agreement. The Center shall, upon expenditure of the grant, provide the Department of Parks & Recreation with a detailed written report of the expenditures made.

7. The Center agrees to report to the Department of Parks & Recreation 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 ONE THOUSAND SIX HUNDRED THIRTY SEVEN and 00/100 (\$1,637.00) 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 / 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 this Agreement may be terminated by the Town without prior notices for any of the following reasons:

- (a) If the State aid from the Division For Youth in effect is discontinued or substantially impaired, or modified, or
- (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 as of January 1, 2017 and terminate the 31<sup>st</sup> day of December 2017.

13. This Agreement sets forth the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein and supersedes all prior agreements, promises, understandings, arrangements, representations or warranties, whether oral or written by any party hereto or by any related or unrelated third party.

14. This Agreement may not be changed or modified orally. Any change or modifications shall be in writing, signed by the party against whom enforcement of any change or modification is sought.

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

**TOWN OF HEMPSTEAD**

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

**VILLAGE OF MALVERNE**

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

APPROVED AS TO  
AVAILABLE FUNDS  
By Cap . Date 11/20/18  
\_\_\_\_\_  
KEVIN R. CONROY  
TOWN COMPTROLLER  
12/3/18

APPROVED AS TO CONTENT  
DATE 11-16-18  
\_\_\_\_\_  
Katerina R. Bonis  
COUNCIL CITY COMPTROLLER  
DEPT. OF PLANNING & ECONOMIC DEVELOPMENT

APPROVED AS TO CONTENT  
\_\_\_\_\_  
CHIEF DEPUTY TOWN  
DATE 11/28/18

APPROVED  
\_\_\_\_\_  
DIRECTOR OF PURCHASING  
DEPUTY TOWN COMPTROLLER  
11/28/18

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

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

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

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

On this 1st day of OCTOBER, 2018 before me personally came PATRICIA  
to me known, who being by me duly sworn did depose and say that (s)he resides at  
MC DONALD; that (s)he is the Executive Director of VILLAGE of MALVERNE, the  
association described in and which executed the foregoing instrument; and that it was so affixed by order of  
the Board of Directors of said association and that he signed his name thereto by like order.

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

**TERESA M. EMMEL**  
Notary Public, State of New York  
No. 01EM6087937  
Qualified in Nassau County 19  
Commission Expires 02/24/20

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

**RESOLUTION APPROVING A CONTRACT  
WITH VILLAGE OF VALLEY STREAM;  
AND AUTHORIZING A NEW YORK STATE  
DIVISION FOR YOUTH GRANT.**

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

**WHEREAS, THE VILLAGE OF VALLEY STREAM**, having its principal office at Valley Stream Pool Complex, 123 Merrick Rd., 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 now makes application to the Town of Hempstead for a grant for youth services to be provided for a term commencing January 1, 2017 and terminating December 31, 2017; and

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

**NOW, THEREFORE, BE IT**

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

**BE IT FURTHER RESOLVED**, that the Town Board hereby directs payment to the VILLAGE OF VALLEY STREAM, the sum of FOUR THOUSAND THREE HUNDRED NINETY SIX and 00/100 (\$4,396.00) 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. 400-007-71 10-4740/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 OCFS for reimbursement of the Town's expenditure to the extent provided for by the terms of the OCFS grant.

The foregoing resolution was adopted upon roll call as follows:

AYES:        ( )  
NOES:        ( )

Item #           31          

Case #           13584

**CONTRACT FOR PERSONAL SERVICES**

**By and Between  
TOWN OF HEMPSTEAD  
and  
VILLAGE OF VALLEY STREAM**

**AGREEMENT** made the 1<sup>st</sup> day of January, 2017, 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 VILLAGE of VALLEY STREAM, (hereinafter called the "Center") a non-profit corporation having its principal office at Valley Stream Pool Complex, 123 Merrick Rd., Valley Stream, NY 11580

**WITNESSTH 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; 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 FOUR THOUSAND THREE HUNDRED NINETY SIX and 00/100 (\$4,396.00) 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**, in consideration of the foregoing premises, the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. The Center agrees to continue its operations located at 123 Merrick Rd., Valley Stream, NY 11580, 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, defend and hold harmless the Town, its agents, its servants and employees from and against any and all claims of liability, damages, and losses including, but not limited to reasonable attorney fees and expenses, sought for bodily injury and/or damage to property caused by the intentional acts or 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, to obtain at



its own cost and expense, policies of insurance, insuring the Center and the Town (as "additional insured") against any claims from any and all persons for bodily injury and/or property damage. Such policies shall have limits with respect to personal injuries of no less than \$1,000,000.00 per occurrence and shall also insure against property damage with limits of no less than \$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. Certificates of Insurance shall be from insurance companies licensed by the State of New York Insurance Department and shall provide for the Town to be notified in writing thirty (30) days prior to any cancellation, non-renewal or material change.

6. The Center agrees that it shall at all times keep and maintain full and complete books and records of accounts in accordance with generally accepted accounting principals ("GAAP") and such other records as may be prescribed by the Comptroller of the Town to reflect complete and true accountability for the funds which the Town shall grant under this Agreement. The Center shall, upon expenditure of the grant, provide the Department of Parks & Recreation with a detailed written report of the expenditures made.

7. The Center agrees to report to the Department of Parks & Recreation 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 FOUR THOUSAND THREE HUNDRED NINETY SIX and 00/100 (\$4,396.00) 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 / 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 this Agreement may be terminated by the Town without prior notices for any of the following reasons:

- (a) If the State aid from the Division For Youth in effect is discontinued or substantially impaired, or modified, or
- (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 as of January 1, 2017 and terminate the 31<sup>st</sup> day of December 2017.

13. This Agreement sets forth the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein and supersedes all prior agreements, promises, understandings, arrangements, representations or warranties, whether oral or written by any party hereto or by any related or unrelated third party.


14. This Agreement may not be changed or modified orally. Any change or modifications shall be in writing, signed by the party against whom enforcement of any change or modification is sought.

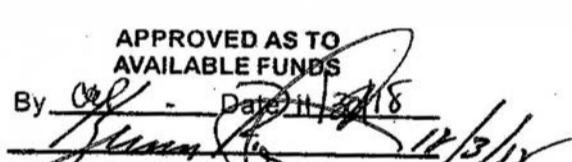
**IN WITNESS WHEREOF**, the Town and Center have executed this agreement as of the date first above written.

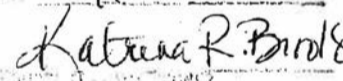
**TOWN OF HEMPSTEAD**

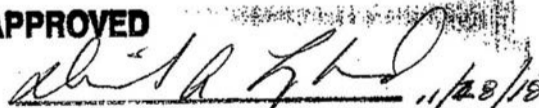
By: \_\_\_\_\_  
LAURA A. GILLEN  
Supervisor

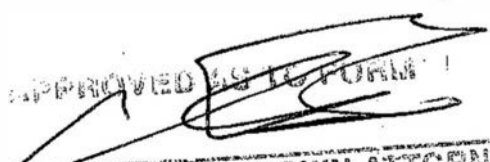
**VILLAGE OF VALLEY STREAM**

By:   
Executive Director  
VILLAGE CLERIC

APPROVED AS TO  
AVAILABLE FUNDS  
By:  - Date: 11/30/18  
KEVIN R. CONROY  
TOWN COMPTROLLER

APPROVED AS TO CONTENT  
DATE: 11-16-18  
  
KATRINA R. BIRDS  
DIRECTOR OF PLANNING AND DEVELOPMENT  
DEPT. OF PLANNING, ZONING AND DEVELOPMENT

APPROVED  
  
DIRECTOR OF PURCHASING  
DEPUTY TOWN COMPTROLLER

APPROVED AS TO FORM  
  
CHIEF DEPUTY TOWN ATTORNEY  
DATE: 11/20/18

STATE OF NEW YORK )

:ss.:

COUNTY OF NASSAU )

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

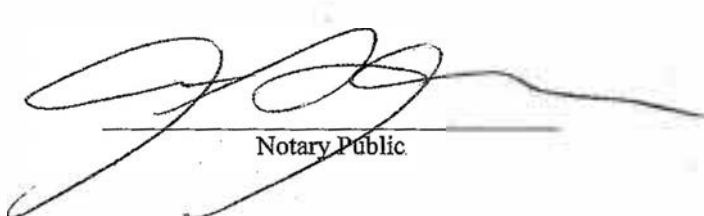
\_\_\_\_\_  
Notary Public

STATE OF NEW YORK )

:ss.:

COUNTY OF NASSAU )

On this September day of 7, 2018 before me personally came Robert Fumagalli to me known, who being by me duly sworn did depose and say that (s)he resides at \_\_\_\_\_; that (s)he is the Executive Director of VILLAGE of VALLEY STREAM, the association described in and which executed the foregoing instrument; and that it was so affixed by order of the Board of Directors of said association and that he signed his name thereto by like order.

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

AUDRA HAMLETT AMBROSE  
Notary Public, State of New York  
No. 01HA6201261  
Qualified in Nassau County  
Commission Expires February 17, 2021

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution  
and moved its adoption as follows:

RESOLUTION AMENDING RESOLUTION NO 420-2018  
ACCEPTING THE PROPOSAL OF STEVEN M.  
LESTER TO PROVIDE LEGAL SERVICES TO  
THE TOWN BOARD.

WHEREAS, it is necessary to employ a counsel to the  
Town Board to provide legal services with regard to various  
matters which may come before the Board; and

WHEREAS, Steven M. Lester, residing at 1825 Brookside  
Avenue, Merrick, New York is deemed to be qualified to act  
as Counsel to the Town Board; and

WHEREAS, this Town Board deems it to be in the public  
interest to engage Steven M. Lester for the purpose of  
rendering legal services, consultation and advice to the  
Town Board; and

WHEREAS, by resolution no. 420-2018, adopted March 20,  
2018, the Town Board authorized acceptance of Mr. Lester's  
proposal for the 2018 calendar year at a total annual  
payment of \$65,000.00;

WHEREAS, it is in the public interest to amend said  
resolution;

NOW, THEREFORE, BE IT

RESOLVED, that the Town Attorney is hereby authorized  
to accept the proposal of Steven M. Lester, 1825 Brookside  
Avenue, Merrick, New York, to provide legal services to the  
Town Board, for the period of January 1, 2018 to  
December 31, 2018, at an annual payment of not more than  
\$80,000.00, payable monthly upon submission of a claim form  
to the Town Comptroller indicating services rendered, to be  
paid from Town Board Councilmatic Minority District Account  
#010-001-1017-4151.

The foregoing resolution was adopted upon roll call as  
follows:

AYES:

NOES:

Item #

32

Case #

26174



CASE NO.

RESOLUTION NO.

Adopted:

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

RESOLUTION AUTHORIZING THE TOWN ATTORNEY  
TO ACCEPT THE PROPOSAL OF PHILIP R.  
MARINO TO PROVIDE LEGAL CONSULTATION.

WHEREAS, it is necessary to retain the services of a consultant to handle certain legal matters requiring unique expertise; and

WHEREAS, Philip R. Marino, attorney at law, with offices at 53 Burtis Street, Lynbrook, New York, has the experience and is well qualified to provide the required services; and

WHEREAS, it is in the best interest of the Town to enter into a consulting agreement with Philip R. Marino; and

NOW, THEREFORE, BE IT

RESOLVED, that the Town Attorney hereby is authorized to execute a consulting agreement with Philip R. Marino, 53 Burtis Street, Lynbrook, New York to provide necessary legal services for the period of January 1, 2019 through December 31, 2019, in an annual amount not to exceed \$70,000.00 to be paid from Town Attorney Fees and Services Account.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

34

Case #

27490

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE EMPLOYMENT OF LIRO GIS AND SURVEY, P.C. TO PERFORM MINOR FIXES TO THE CUSTOMER SERVICE AND ROUTE LOOKUP APPLICATION USED BY THE DEPARTMENT OF SANITATION

WHEREAS, LiRo GIS and Survey, P.C., having its principal offices located at 235 East Jericho Turnpike, Mineola, New York 11501, owns the software which the Department of Sanitation uses to schedule Special Pick-Ups; and

WHEREAS, LiRo GIS and Survey, P.C. has submitted a proposal to perform minor fixes to the Customer Service and Route Lookup Application used by the Department of Sanitation for scheduling Special Pick-Ups for a total sum not to exceed Two Thousand Five Hundred and Forty Four (\$2,544.00) Dollars; and

WHEREAS, the Commissioner of Sanitation recommends that the Town Board authorize the funding to perform these fixes to this program; and

WHEREAS, upon recommendation of the Commissioner, the Town Board deems it to be in the best interest of the Town to authorize funding in an amount not to exceed \$2,544.00 for this project;

NOW, THEREFORE, BE IT

RESOLVED, that the Commissioner of Sanitation be and hereby is authorized to accept the proposal of LiRo GIS and Survey, P.C., having its principal offices located at 235 East Jericho Turnpike, Mineola, New York 11501 to perform minor fixes to the Customer Service and Route Lookup Application used by the Department of Sanitation for scheduling Special Pick-Ups for a total sum not to exceed Two Thousand Five Hundred and Forty Four (\$2,544.00) Dollars; and

BE IT FURTHER

RESOLVED, that all payments made in connection with services performed hereunder shall be made and paid out of the Town of Hempstead Department of Sanitation Fees and Services Operating Account #300-006-8118-4151.

The foregoing resolution was adopted upon roll call as follows:

AYES: ( )

NOES: ( )

\* \* \* \* \*

Item # 35

Case # 9177

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

**RESOLUTION APPOINTING TARA SCHNEIDER-MORAN,  
CONSERVATION BIOLOGIST III, OF THE TOWN OF  
HEMPSTEAD DEPARTMENT OF CONSERVATION AND  
WATERWAYS, AS THE CLIMATE SMART COMMUNITIES  
COORDINATOR FOR THE TOWN OF HEMPSTEAD.**

**WHEREAS**, the Town of Hempstead ("Town") has established the Town of Hempstead Renewable Energy and Environmental Sustainability Advisory Committee (the "Committee") to discuss and recommend feasible short term and long term sustainability initiatives to be implemented by the Town and its surrounding communities; and

**WHEREAS**, the Town is a participating member of the Climate Smart Communities (CSC) program; and

**WHEREAS**, to support steady progress on local climate mitigation and adaptation, it would be beneficial to have a coordinator to serve as a point of contact for the CSC program and facilitate project implementation; and

**WHEREAS**, the coordinator will be directly responsible for handling all requirements of the Town's application to obtain the CSC certification, as well as for managing the meetings of the Committee, collecting documentation and data relevant to the Town's application from multiple departments, and implementing new programs, program events and proposing policy changes in furtherance of the Town's CSC application; and

**WHEREAS**, Tara Schneider-Moran is a Conservation Biologist III employed in the Department of Conservation and Waterways and is qualified to be the CSC coordinator; and

**WHEREAS**, the Town Board wishes to appoint Tara Schneider-Moran as the CSC coordinator.

**NOW, THEREFORE, BE IT**

**RESOLVED**, Tara Schneider-Moran is hereby appointed as the CSC coordinator as set forth herein; and be it further

**RESOLVED**, that Ms. Moran is authorized to undertake such actions as may be deemed necessary in furtherance of the responsibilities set forth above.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

36

Case #

29959 +

26858



CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE PAYMENT  
BY THE TOWN OF HEMPSTEAD FOR CERTAIN  
PARTS OF PREMISES TO BE USED BY THE  
FLORAL PARK-BELLEROSE SENIOR CITIZENS  
TO ST. HEDWIG'S ROMAN CATHOLIC CHURCH  
OF FLORAL PARK, NY.

WHEREAS, Chapter 679 of the 1972 Laws of the State of New York amending Article 19-J of the Executive Law, Office for the Aging, permits municipalities to establish a recreation project for the elderly; and

WHEREAS, this Town Board deems it to be in the public interest to provide premises in Floral Park area of the Town Of Hempstead to be used for recreation purposes by the Floral Park-Bellerose Senior citizens; and

WHEREAS, St. Hedwig's Roman Catholic Church of Floral Park, has agreed to provide to the Town of Hempstead for use by the Floral Park-Bellerose Senior Citizens a portion of the premises located at the northwest corner of Jericho Turnpike and Willis Avenue, Floral Park, NY to be used on Monday and Wednesday from 9:00 a.m. to 3:30 p.m. of each and every week for the period commencing January 1, 2019 and ending December 31, 2019 for the sum of \$13,110.00 payable \$3,277.50 quarterly; and

WHEREAS, the Board deems the payment for the use of said premises to be fair and reasonable;

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor be and she hereby is authorized and directed to enter into an agreement in writing with St. Hedwig's Roman Catholic Church, 1 Depan Avenue, Floral Park, NY, County of Nassau, State of New York, wherein the Town of Hempstead will pay St. Hedwig's Roman Catholic Church for use of certain parts of premises located at the northwest corner of Jericho Turnpike and Willis Avenue, Floral Park, NY, to be used for recreational purposes by the Floral Park-Bellerose Senior Citizens on Monday and Wednesday of each and every week for a period commencing January 1, 2019 and ending December 31, 2019 from 9:00 a.m. to 3:30 p.m. for the sum of \$13,110.00 payable \$3,277.50 quarterly; and

BE IT FURTHER

RESOLVED, that said annual amount shall be paid quarterly in arrears form the Department of Senior Enrichment, Account No. 010-004-6772-4120.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

37

Case #

13561

AGREEMENT by and between ST. HEDWIG'S ROMAN CATHOLIC CHURCH AT FLORAL PARK IN THE COUNTY OF NASSAU IN THE STATE OF NEW YORK, (111635115) a religious corporation having its principal office at No. 1 Depan Avenue, Floral Park, New York hereinafter called the "Church", and the

TOWN OF HEMPSTEAD, a municipal corporation having its office in the Hempstead Town Hall, Town Hall Plaza, Main Street Hempstead, New York (hereinafter) called the "Town";

WITNESSETH:

WHEREAS, the Church is the owner of a Parish Hall which is situated at the northwest corner of Jericho Turnpike and Willis Avenue in Floral Park, NY, and

WHEREAS, the Town Of Hempstead is desirous of using said Hall for the purpose of conducting a program for senior citizen on Monday and Wednesday of each week from 9:00 a.m. to 3:30 p.m. commencing January 1, 2019, and

WHEREAS, the Church is willing and desirous of providing the necessary space in said building for such purpose;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is mutually agreed as follows:

1. The Church hereby grants permission to the Town to use the following:

- (a) auditorium on the first and second floors;
- (b) a small room on the third floor solely for the purpose of storing paper goods. This shall be an exclusive use for the entire term (not solely on Monday and Wednesday);
- (c) parking field solely for the purpose of parking motor vehicles which may be used or owned by the participants in the aforesaid program.

2. The Town represents that the aforesaid senior citizen program to be conducted by it under this permission will be duly authorized and approved by whatever public or governmental authorities have jurisdiction and shall be conducted in accordance with all laws, rules and regulations of said governmental body or authority having jurisdiction.

3. The time of the aforesaid use shall be limited to Monday and Wednesday of each and every week from 9:00 a.m. to 3:30 p.m. for the period commencing January 1, 2019, and ending December 31, 2019.

4. Either party hereto shall have the right to terminate this agreement upon ninety (90) days' written notice to the other. Such notice shall be sent by certified or registered mail and shall specify the effective termination date.

5. The Town shall not bring onto the premises any thing of object which shall be deemed hazardous or which in any way shall increase the fire insurance premium or other insurance carried by the Church or the subject premises.

6. The Town shall not place any posters, banners, signs or the like on any part of the premises without the consent and approval of the Pastor or the Church.

7. The Town also shall be permitted to use the folding chairs and tables located on the premises upon condition that the same are returned folded to the location where such chairs were piled prior to each Monday's or Wednesday's use of the aforesaid premises.

8. The Town after each day's use of the premises shall leave the entire premises in a neat and orderly condition and broom clean.

9. The Town will take proper, good and reasonable care of all portions of the building and premises owned by the Church in connection with the aforesaid use pursuant to this agreement, and at all times will have and will provide supervision of its personnel, visitors and guests in the conduct of the aforesaid program.

10. The Church shall not be liable for any loss or damage or injury to any personal property belonging to the Town or brought onto the premises for such program or to any of the personal property of any of its personnel, agents, servants visitors, employees or senior citizens or any other person or persons while on the aforesaid premises or in any way participating in the aforesaid program whether by being a participant, guest or invitee, irrespective of the circumstances under which or the manner in which such loss, damage or injury shall have occurred.

11. The Town will not assign this agreement or underlet or underlease any part of the subject premises or any part thereof, or occupy or permit or suffer the same to be occupied for any purpose deemed extra hazardous on account of fire or other hazards.

12. The Church shall cause the snow to be removed from the sidewalk and entrance to the building in a timely manner so as not to interfere with the seniors access to the scheduled program.

13. It is expressly understood that the Town shall not possess, request or require a key to the premises upon the responsibility of opening and closing of the building each day of the permitted use.

14. The parties agree that the fair and reasonable amount necessary to cover the normal carrying, maintenance and depreciation charges of the premises being used by the Town pursuant to this agreement is the sum of \$19,000.00 for the period January 1, 2019 through December 31, 2019. The Town agrees to pay the Church \$13,110.00 annually in quarterly installments when the facility is used, upon presentation of a valid claim form. The balance of \$5,890.00 shall be paid by Floral Park in quarterly installments, upon presentation of a valid claim form.

In the event of a termination of this agreement pursuant to the provisions of paragraph "4" hereof, the final diem basis in the event that the termination occurs during any of said quarters.

15. The Church shall supply heat, water and electricity necessary for the use of the subject premises by the Town.

16. The Church shall designate which entrances shall be used by the Town to gain admittance to the subject premises.

17. The Town shall not keep, store or maintain any personal property in any part of the building, including the subject

portion except in such place or places as may be designated by the Church for such purpose, and the fact that the Church shall have designated any such place or portion shall not be construed to render the Church liable for any loss, damage or injury whatsoever of or to any property so kept, stored and maintained. It is expressly provided that the Church shall not be responsible for any damage or injury to any personal property belonging to the Town which is brought into or upon the subject premises or used in conducting the aforesaid program.

18. It is expressly understood that the Town is a self-insurer with respect to liability and property damage pursuant to the Insurance Law of the State of New York.

19. The Town and its personnel, agents, servants, visitors employees and senior citizens shall observe faithfully and comply strictly with all and any reasonable rules and regulations as the Church may from time to time establish. Notice of such rules and regulations shall be given to the Town in such manner as the Church may elect.

20. The number in attendance under the aforesaid program to be conducted by the Town shall not at any time exceed 225 in number or such lesser number as may be fixed by the Fire Marshall or other governmental agency or personnel having jurisdiction to determine number of occupants at any one given time.

21. It is expressly understood that all programs to be conducted by the Town under this permitted use shall be conducted inside the Parish Hall and no activity of any kind shall take place on the parking lot or outside of the Parish Hall.

22. It is expressly understood that the Church for its own use has complied with all governmental rules, ordinances, regulations and laws pertaining to its use of the subject premises. Should any use of such premises by the Town, require changes in order to comply with such government regulations, then and in such event the Town at its sole cost and expense will comply therewith provided the Church has first approved such change or changes. In the event that the Town fails to comply with such change or changes within a reasonable time, then in such event this agreement shall automatically terminate and the aforesaid stipend being paid hereunder shall be adjusted accordingly. In the event that the Church refuses to approve any such change or changes then this agreement shall automatically cease and terminate and again, the aforesaid stipend shall be adjusted accordingly.

23. It is expressly understood that the Town shall not do or cause any cooking to be done on the premises except the preparation of beverages. However, either hot or cold foods may be delivered to the premises for consumption of such food on the premises.

24. It is expressly understood that during the use of the aforesaid premises by the Town it shall have nonexclusive use of the bathroom facilities.

APPROVED

DIRECTOR OF PURCHASING

Dated: 10/22/2018

ST. HEDWIG'S ROMAN CATHOLIC CHURCH  
By: Rev. Peter Dorel  
Pastor, St. Hedwig's Church

Dated: 11/20/18

By: \_\_\_\_\_  
Supervisor  
Town Of Hempstead

Dated: 11/20/18 APPROVED  
[Signature]  
Commissioner  
Dept. Senior Enrichment  
Date: \_\_\_\_\_

By: [Signature]  
Incorporated Village of Floral Park  
APPROVED AS TO FORM  
Charles O. Heine  
SENIOR DEPUTY TOWN ATTORNEY  
DATE 11/29/18

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE AWARD OF PURCHASE CONTRACT#: 117-2018 FOR PERSONAL SERVICES FOR ON-SITE VETERINARY SERVICES AT THE TOWN OF HEMPSTEAD ANIMAL SHELTER.

WHEREAS, the Town of Hempstead (the "Town") is seeking on-site veterinary services for the Town Animal Shelter; and

WHEREAS, the Division of Purchasing solicited proposals for TOH Purchase Contract#: 117-2018 for On-Site Veterinary Services (the "Services"); and

WHEREAS, the following sole proposal was received and opened on November 16, 2018:

Name & Address of Proposer

Dr. Mrityunjaya Singh  
33 Hollins Road  
Hicksville, NY 11801  
and;

\$95.00 per Hour -Scheduled  
\$100.00/call – On Call

WHEREAS, following an evaluation of the aforementioned proposal it was reported to the Commissioner of the Department of General Services (the "Commissioner") that the sole proposer, Dr. Mrityunjaya Singh, 33 Hollins Road, Hicksville, NY 11801 is duly qualified and meets the needs of the Town; and

WHEREAS, the Commissioner has recommended that the contract for the services be awarded to Dr. Mrityunjaya Singh for the Services as the sole responsible proposer; and

WHEREAS, consistent with the Commissioner's recommendation, the Town Board has determined that it is in the best interest of the Town to authorize the award of a contract to Dr. Mrityunjaya Singh for the Services.

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board hereby awards TOH Purchase Contract #:117-2018, On-Site Veterinary Services to Dr. Mrityunjaya Singh, 33 Hollins Road Hicksville, NY 11801 for a period of one year commencing December 9, 2018 and terminating on December 8, 2019 with the Town having the option to extend the contract at intervals of one (1) year for up to an additional two (2) years for a total of three (3) years for the Services; and be it further

RESOLVED, that the Commissioner be and he hereby is authorized to execute the contract documents, if any, on behalf of the Town with Dr. Mrityunjaya Singh for the Services; and be it further

RESOLVED, that the Comptroller is hereby authorized and directed to pay the cost of the Services in accordance with the contract in an annual amount not to exceed One Hundred Fifty Thousand One Hundred Dollars (\$150,100.00) with all charges to be paid out of the Animal Shelter Fees and Services Account Number: 010-002-3510-4151.

The foregoing was adopted upon roll call as follows:

AYES: ( )

NOES: ( )  
\* \* \* \* \*

Item # 38

Case # 21646

**PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** (together with all schedules, appendices, attachments and exhibits attached hereto, if any, collectively referred to as the “Agreement”), dated as of the date this Agreement is executed on behalf of the Town, is entered into between (i) the **TOWN OF HEMPSTEAD**, a municipal corporation having its principal office at One Washington Street, Hempstead, New York 11550 (the “Town”), and (ii) **Dr. Mrityunjaya Singh**, a [STATE] [CORP., LLC, etc.] having an address at **33 Hollins Road, Hicksville, NY 11801** (the “Consultant”).

**WITNESSETH:**

**WHEREAS**, the Town is in need of a consultant for **On-Site Veterinary Services**; and

**WHEREAS**, the Consultant has represented to the Town that it has sufficient experience and knowledge to provide such services to the Town.

**WHEREAS**, pursuant to a resolution duly adopted at a meeting held on **December 11, 2018** the Town Board authorized the execution of an agreement with the Consultant to provide such services;

**NOW, THEREFORE**, in consideration of the mutual terms, conditions, covenants and agreements contained in this Agreement, the parties agree as follows:

- 1. Term.**  
Unless earlier terminated pursuant to Section 10 hereof, the term of this Agreement shall commence on **December 9, 2018** and shall expire on **December 8, 2019** (the “Term”). At the sole discretion of the Town, the Town may exercise an option to extend the contract at intervals of one (1) year for up to an additional two (2) years for a total of three (3) years. The Town may exercise these extensions solely by delivering notice of the extension to the selected proposer. Any extensions will be made upon mutual agreement between the Town and the selected proposer.
  
- 2. Scope of Services.**  
The Consultant shall undertake and complete the services as described in Exhibit A (the “Services”). Exhibit A shall supplement and not replace the obligations of Consultant as required in the Town of Hempstead RFP#: C#: **117-2018** opened **November 16, 2018** (Exhibit “B”) attached hereto.
  
- 3. Payment.**  
(a) **Amount of Consideration.** In consideration for the Services the Consultant shall be paid as follows:

- (i) \$95.00 per Hour -Scheduled  
\$100.00/call – On Call

Consultant acknowledges that the Contract Amount constitutes complete consideration for the Services.

(b) Vouchers, Voucher Review and Approval. Payments to the Consultant shall be expressly contingent upon (i) the Consultant submitting a claim voucher (the "Voucher") in a form satisfactory to the Town, 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 the terms of this Agreement, and (c) is accompanied by documentation satisfactory to the Town supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Town and/or the Comptroller.

(c) Timing of Payment Claims. The Consultant shall submit claims no more frequently than once a week and no later than one (1) month following the Town's receipt of the services that are the subject of the claim. Any claims submitted in violation of this clause 3(c) shall not be due and payable by the Town and the Consultant hereby expressly waives any and all rights thereto.

(d) No Duplication of Payments. Payments for the Services shall not duplicate payments for any work performed or to be performed under any other agreements made between the Consultant and any funding source including the Town.

**4. Performance Monitoring.**

The Town of Hempstead will monitor the performance of the Consultant against the goals and performance standards stated and required herein. Substandard performance as determined by the Town, in its sole and absolute discretion, will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Consultant within a reasonable period of time (as determined by the Town) after being notified by the Town, contract suspension and/or termination procedures will be initiated.

**5. Independent Contractor.**

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

**6. Compliance With Law.**

The Consultant shall comply with any and all applicable and relevant Federal, State and local Laws, including those relating to conflicts of interest, discrimination, and confidentiality, in connection with its performance under this Agreement. As used in this Agreement the word "Law" means any and all statutes, rules, regulations, orders, ordinances, writs, injunctions, official resolutions, official interpretations, or decrees, as the same may be amended from time to time, enacted, adopted, promulgated, released, or issued, by or on behalf of any government or political subdivision thereof, quasi-governmental authority, court, or official investigative body.

**7. Indemnification; Defense; Cooperation.**

(a) The Consultant shall be solely responsible for and shall indemnify and hold harmless the Supervisor, the Town and its officers, employees, and agents (the "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 Consultant or a Consultant Agent taken pursuant to or authorized by 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, except, however, that Consultant shall not be held liable when an occurrence results solely from the negligence of the TOWN.

(b) The Consultant shall, upon the Town's demand and at the Town's direction, promptly and diligently defend, at the Consultant's sole 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 Consultant shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Consultant shall, and shall cause Consultant Agents to, cooperate with the Town and the Supervisor in connection with the investigation, defense or prosecution of any action, suit or proceeding.

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

**8. Insurance**

During the term of the Agreement, Consultant shall obtain the following insurance coverage for the underlying Services, doing so with a carrier holding an "A" rating from AM Best Company, or its equivalent, and shall furnish proof of its procuring of the following insurance policies, or such other documents as are set forth hereunder.

(a) Commercial general liability insurance covering the liability of the Consultant, 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 this Agreement 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 (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);

(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).

The Town shall be entitled to thirty (30) days advance written notice of the cancellation or termination of any and all policies listed above at (a) through (c).

**9. Assignment; Amendment; Waiver; Subcontracting.**

This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the Town and any purported assignment, other disposal or modification without such prior written consent shall be null and void. Notwithstanding the above, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

**10. Termination.**

(a) Generally. This Agreement may be terminated (i) for any reason or for no reason by the Town upon fifteen (15) days' prior written notice to the Consultant, (ii) for "Cause" by the Town immediately upon the receipt by the Consultant of written notice of termination, (iii) upon mutual written agreement by the Town and the Consultant, and (iv) in accordance with any other terms and provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of Federal or State funding for the services to be provided under this Agreement.

(b) By The Consultant. This Agreement may be terminated by the Consultant if performance becomes impracticable through no fault of the Consultant, where the impracticability relates to the Consultant's reasonable ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Consultant delivering to the Supervisor, at least thirty (30) days prior to the termination date (or a shorter period if thirty days' notice is impossible), a notice stating (i) that the Consultant is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Consultant's right to terminate under this subsection. A copy of the notice given to the Supervisor shall also be given to the Town Attorney.

11. **Inspection of Consultant's Work and Records**

The Consultant shall retain all books, documents, papers, accounting records and other evidence pertaining to cost incurred for a minimum period of six (6) years after final settlement and shall make them available for inspection and audit by the Town.

12. **Waiver**

Failure by any party to enforce at any time, for any reason, or for any period of time, any of the provisions of this Agreement, shall not be or constitute a waiver of any such provision or provisions and shall in no way affect such party's rights to later enforce such provision or provisions.

13. **Consent to Jurisdiction and Venue; Governing Law**

Unless otherwise specified in this Agreement or required by Law, all claims or actions with respect to this Agreement shall be resolved exclusively by a court of competent jurisdiction located in Nassau County, New York, and the parties expressly waive any objections to the same on any grounds, including venue and *forum non conveniens*. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of the State of New York, without regard to the conflict of laws and provisions thereof.

14. **Legal Provisions Deemed Included; Severability; Construction**

(a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) The provisions of this Agreement are intended to be severable. If for any reason any provision of this Agreement shall be held, by a court of competent jurisdiction, invalid or unenforceable in whole or in part, such provision shall be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability of the remaining provisions hereof.

(c) Each Party has cooperated in the negotiation and preparation of this Agreement. As such, if any construction is made of the Agreement it shall not be construed against either Party as drafter.

15. **Limitations on Actions and Special Proceedings Against the Town**

No action or special proceeding by the Consultant shall lie or be prosecuted or maintained against the Town upon any claims arising out of or in connection with this Agreement unless:

(a) **Notice.** At least thirty (30) days prior to seeking relief the Consultant shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Comptroller for adjustment and the Town shall have neglected or refused to

make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Consultant shall send or deliver copies of the documents presented to the Comptroller under this Section to the Town Supervisor and Town Attorney (at the address specified above for the Town) on the same day that documents are sent or delivered to the Comptroller. The complaint or necessary moving papers of the Consultant shall allege that the above-described actions and inactions preceded the Consultant's action or special proceeding against the Town.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, or (ii) the time specified in any other provision of this Agreement.

16. **Executory Clause**

Notwithstanding any other provision of this Agreement:

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

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

17. **Merger**

It is understood that the Agreement represents the entire Agreement of the parties, and all previous understandings are merged herein, and no modifications thereof shall be valid unless it meets the requirements of Section 9 of this Agreement.

18. **Entire Agreement.**

All terms and conditions of RFP#: C#: **117-2018** opened **November 16, 2018** (Exhibit B) and all terms and conditions of Consultant's Proposal to Provide **On-Site Veterinary Services** dated **December 3, 2018** (Exhibit C) are expressly incorporated into this agreement and shall apply unless modified herein. This Agreement represents the full and entire understanding and agreement between the parties hereto with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the **On-Site Veterinary Services** subject matter of this Agreement. In the event of a conflict or inconsistency between the provisions of this Agreement, including the terms and conditions contained in Exhibit B - RFP#: C#: **117-2018** opened **November 16, 2018**, and any provision of Exhibit C - Consultant's Proposal to Provide **On-Site Veterinary Services** dated **December 3, 2018**, the terms and provisions of this Agreement and Exhibit B - RFP#: C#: **117-2018** opened **November 16, 2018** shall control.

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

TOWN OF HEMPSTEAD

DR. MRITYUNJAYA SINGH

By: \_\_\_\_\_  
Gerald C. Marino, Commissioner of General Services

By: Marty J Singh 12/3/18

Recommended By [Signature]  
Date 12/4/18 Commissioner of General Services  
Town of Hempstead

[ACKNOWLEDGMENTS APPEARS ON FOLLOWING PAGE]

[Signature]

APPROVED AS TO AVAILABLE FUNDS  
By [Signature] Date 12/4/18  
KEVIN R. CONROY  
TOWN COMPTROLLER  
12/4/18

APPROVED  
[Signature] 12/4/18  
DIRECTOR OF PURCHASING  
DEPUTY TOWN COMPTROLLER

APPROVED AS TO FORM  
Charles E. Heine  
SENIOR DEPUTY TOWN ATTORNEY  
DATE 12/4/18

--	--	--	--

CASE NO.

RESOLUTION NO.

Adopted:

offered :

the following resolution and moved its adoption:

RESOLUTION APPROVING SITE PLANS SUBMITTED BY ARNIE PREMINGER, PRESIDENT, ON BEHALF OF SUNRISE DAY CAMPS ASSOCIATION IN CONNECTION WITH BUILDING APPLICATION #201713497, FOR INTERIOR AND EXTERIOR ALTERATIONS TO CONVERT AN EXISTING WAREHOUSE BUILDING FOR A CENTRAL OFFICE OPERATIONS FACILITY WITH ASSOCIATED SITE IMPROVEMENTS LOCATED ON THE SOUTH SIDE OF NEIL COURT, 411.84 FEET WEST OF OCEANSIDE ROAD, OCEANSIDE, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, heretofore, Arnie Preminger, President on behalf of Sunrise Day Camps Association, has submitted an application bearing #201713497, for interior and exterior alterations to convert an existing warehouse building for a central office operations facility with associated site improvements located on the south side of Neil Court, 411.84 feet west of 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 a Site Plan, dated July 3, 2017, last revised September 24, 2018, and bearing the seal of Richard H. Schroeder Jr., P.E., License # 42782, 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 Arnie Preminger, President, on behalf of Sunrise Day Camps Association entitled Site Plan, dated July 3, 2017 and last revised September 24, 2018 and bearing the seal of Richard H. Schroeder Jr., P.E., License #42782, University of the State of New York, in connection with building application #201713497, for interior and exterior alterations to convert an existing warehouse building for a central operations facility with associated site improvements located on the south side of Neil Court, 411.84 feet west of 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 #

39

Case #

30028

CASE NO.

RESOLUTION NO.

Adopted:

Councilman  
moved its adoption:

offered the following resolution and

RESOLUTION ADOPTING A SEQR NEGATIVE DECLARATION AND DETERMINATION OF NON-SIGNIFICANCE IN CONNECTION WITH AN APPLICATION FOR SECTION 305 SITE PLAN APPROVAL FOR THE REDEVELOPMENT OF AN 11.56 ACRE PARCEL OF LAND SITUATED ON THE SOUTHSIDE OF ISLAND PARKWAY SOUTH TO CONSTRUCT 172 APARTMENT UNITS, A COMMUNITY BUILDING WITH OUTDOOR POOL AND AMENITY DECK AND PARKING FOR 408 CARS.

WHEREAS, the applicant Avalon Bay Communities, Inc. has submitted to the Town of Hempstead an application for site plan approval, pursuant to Section 305 of the Building Zone Ordinance of the Town of Hempstead, for premises known as Harbor Isle, Town of Hempstead, Nassau County, New York; and

WHEREAS, the application involves the construction of 172 apartment units with parking for 408 cars, a clubhouse, outdoor swimming pool and elevated amenity deck, and floating docks and boat slips for 31 boats and 2 kayaks; and

WHEREAS, the property was previously zoned "Y" industrial district and was rezoned to "CA" residence district by the Town Board of the Town of Hempstead in 2007 in contemplation of a similar development as that proposed herein; and

WHEREAS, the project proposed when the property was rezoned contemplated townhomes for private ownership and required variance and special permit relief for height and parking in front yard setbacks; and

WHEREAS, the presently proposed project contemplates only rental apartment units to be rented, maintained and managed by the applicant and a modified site development plan that does away with any need for variance and/or special permit relief; and

WHEREAS, the property was previously used as a petroleum bulk storage facility; and

WHEREAS, due to the previous industrial use of the property, the premises experienced contamination of both the groundwater and soil; and

WHEREAS, the project when proposed for the original rezoning, and the project now both involve extensive remediation plans for both the soil and groundwater contamination existing on the site; and

WHEREAS, the extensive remediation will have to meet the standards of, and satisfy the New York State Department of Environmental Conservation (NYSDEC) for both soil and groundwater in order to receive approval from the NYSDEC to permit construction; and

WHEREAS, under the previous rezoning application, a review pursuant to SEQR was performed by the Town of Hempstead; and

WHEREAS, pursuant to the review of a full environmental assessment form, traffic study and environmental remediation plan summary, the Town of Hempstead Town Board by Resolution No. 629-2007 issued a SEQR negative declaration and determination of non-significance for the rezoning of the premises dated June 5, 2007; and

WHEREAS, the applicant has now submitted to the Town of Hempstead a full site plan application package for its site plan approval application which included the present site plan, a full environmental assessment form, and copies of decision documents issued by the NYSDEC dated May 20, 2017 and June 2018 calling for remediation of the site for Track 4 Restricted Residential Use; and

Item #

Case #

40  
27007

WHEREAS, the NYSDEC authorized remediation of the site for Track 4 Restricted Residential Use finding it appropriate for the present project as there is now a single owner/managing entity for the site; and

WHEREAS, said site plan, EAF, and NYSDEC decision documents have been reviewed by the commissioner of the Department of Conservation and Waterways and his staff and the significance of all environmental considerations, including those enumerated in the 6 NYCRR Part 617.7(C), have been thoroughly evaluated to determine whether adverse environmental impacts will result; and

WHEREAS, both geology and water resources were investigated and due to the proposed remediation plan, which will be completed prior to construction, it was determined that there would be no significant adverse impacts due to the proposed projects in these areas; and

WHEREAS, the Town Board, after due consideration of the full environmental assessment form, the site plan, the NYSDEC decision documents and the complete record, considers the project to be an "Unlisted Action" which will not have a significant impact on the environment for the following reasons:

The proposed action will not have a significant impact on land. Due to the sites previous use as a petroleum storage area and subsequent contamination of portions of the site, remediation will be required prior to the commencement of construction. The project will be required by the NYSDEC to meet standards for a Track 4 Restricted Residential Use and receive approval from the NYSDEC prior to construction. The existing site is level and does not include any significant landforms. All existing concrete foundations located on the site will be removed prior to construction. Sediment and erosion control measures will be implemented to address potential soil erosion impacts during construction.

Moreover, engineering controls will be implemented as part of the project which will include 1) site cover involving buildings, pavement and, where there are no structures, at least three (3) feet of clean, unrestricted soil above a demarcation layer; 2) periodic monitoring for vapor intrusion in occupied buildings; and 3) if a subslab depressurization system is installed, the monitoring of indoor air quality and activation of said system as necessary based upon the monitoring results.

The proposed action will not have a significant adverse impact on water. Due to the previous use and contamination of areas of the groundwater found on the site, extensive remediation will be required prior to construction. The project will be required to meet NYSDEC standards for a Track 4 Restricted Residential Use and receive approval from the NYSDEC prior to construction. Groundwater flow patterns will not be altered by the proposed action and there will be no subsurface sewage disposal. The proposed action is located within the Ocean/Island Park sewer collection district and will be connected to the existing system. The proposed action will also not have a significant adverse impact to surface water resources.

Moreover, engineering controls will be implemented in this area of concern as well. Periodic monitoring of groundwater to assess the performance of the remediation will be required.

The proposed action will not have a significant adverse impact on vegetation nor any threatened or endangered species. The existing NYSDEC regulated wetland will remain undisturbed and any proposed construction within the wetland buffer or surrounding waterways will required approval from the NYSDEC. The proposed project will also involve implementation of a landscape plan, increasing the vegetation currently found on the site, which may provide additional wildlife habitat. Rodent control measures will be implemented prior to construction activities to further prevent offsite incursion.

The proposed action will not have an impact on agricultural land or resources since none exist on or within the vicinity of the project site.

The proposed action will not have a significant adverse impact on visual or aesthetic resources. The proposed action will be consistent with the surrounding residential uses. Landscaping will be provided to increase screening of the property and further mitigate any potential visual impacts.

The proposed action will not have a significant adverse impact on historic or archeological resources. The proposed action will re-use an existing industrial property for a multi-family residential project. Due to the significant amount of disturbance existing on the site, the New York State Office of Parks, Recreation and Historic Preservation (OPRHP) determined that there will be no impact on cultural or historic resources.

The proposed action will not have any significant adverse impact on dedicated open space or recreational opportunities.

The proposed action will not have a significant adverse impact on critical environmental areas since none exist on the site.

The proposed action will generate additional vehicle trips, but those trips will not have a significant adverse impact on the level of service on areas roadways. The project proposes multiple entrances and exits to the site thereby disbursing traffic throughout neighborhood roadways, reducing the potential for significant traffic related impact.

The proposed action will not have a significant adverse impact on noise or odor. The proposed project will be consistent with the existing surrounding uses. Noise will be generated on a short-term basis in connection with the proposed construction activities. All construction will be conducted in accordance with Town requirements.

The proposed action will not have a significant adverse impact on public health. Surface and subsurface contamination onsite will be remediated prior to construction activities. Traffic generated will not adversely impact area roadways. Noise and odor generated by construction activities will be temporary and will not have a significant adverse impact.

The proposed action will not have a significant adverse impact on the growth or character of the surrounding community. The proposed action will not result in a significant increase and demand for additional community services. The expected increase in the number of children attending the Island Park Union Free School District and the associated costs should be sufficiently offset by the increase in taxes collected to the proposed development.

Requirements and controls imposed will be the subject of an environmental easement to be recorded against the property so that all subsequent owners of the property are on notice and all tenants of the property are made aware of the restrictions and requirements affecting the property and the Site Management Plan imposed by the NYSDEC.

Upon completion of the remediation of the site, periodic certification by a professional engineer or other qualified environmental professional that all institutional and engineering controls are in place, in the Department-approved format will be required. Certification that nothing has occurred that would impair the ability of the control to protect public health and the environment and that there have been no violations of the Site Management Plan for such controls will also be required. Copies of all required filings will also be provided to the Department of Conservation and Waterways.

The Commissioner of the Department of Conservation and Waterways has also considered the impact of the project and the remediation of the premises in connection with the post-remediation monitoring and maintenance of the premises to ascertain the impact of the same upon the local community and the burdens that may be placed upon the Town of Hempstead.

The applicant has recognized the concerns of the Town of Hempstead to assure that all required monitoring and maintenance for the remediation measures implemented be implemented and continued once the project is constructed and occupied.

The applicant having reviewed its monitoring and maintenance obligations at other Avalon Bay Community, Inc. sites has agreed to provide the Town of Hempstead



with a cash undertaking with funds sufficient to accommodate up to five years of maintenance and monitoring should, for some reason, the applicant not perform its obligations or should said performance be determined to be insufficient by the Commissioner of the Department of Conservation and Waterways. Based upon current cost estimates, a cash undertaking in the amount of \$88,750.00 will be deposited with the Town of Hempstead, to the benefit of the Town of Hempstead, to accommodate the monitoring and maintenance requirements of the premises.

The applicant will also enter into an escrow agreement with the Town of Hempstead with provisions acceptable to the Town Attorney requiring, among other things, that (1) should the Commissioner of the Department of Conservation and Waterways determine that the monitoring and maintenance actions taken by the applicant are deficient and do not meet the standards of the NYSDEC imposed monitoring and maintenance requirements, then, upon fair notice to the applicant to correct said action and upon the applicant's failure to do so, the Commissioner of the Department of Conservation and Waterways will be unconditionally permitted to access the provided funds and utilize the same to implement the required monitoring and maintenance activities; and (2) should, during the five year period, the Commissioner of Conservation and Waterways determine at any time that the provided funds are not sufficient to accommodate the monitoring and maintenance needs of the premises for the entire five year period, then the applicant will be required to deposit additional funds satisfactory to the Commissioner of the Department of Conservation and Waterways to cover the requirements of the remainder of the five year period. Additionally, applicant shall agree in the escrow agreement to provide the Commissioner of Conservation and Waterways with timely copies of reports of all monitoring, maintenance and remediation activities occurring at the site. Applicant shall agree that no certificates of occupancy for any dwelling units shall be issued unless and until, in addition to all other requirements, the escrow agreement is fully executed and the cash undertaking is on deposit.

Notwithstanding the initial undertaking amount contained herein, the amount of the cash undertaking to be implemented will be re-evaluated by and between the applicant and the Commissioner of the Department of Conservation and Waterways after the completion of the site remediation and a determination by the NYSDEC that the remediation is completed, and the issuance of a Site Management Plan. If, after consulting with the Department of Conservation and Waterways, the NYSDEC determines that no Site Management Plan or other monitoring and maintenance plan is necessary, then no escrow agreement need be entered into and no deposit made. If the NYSDEC determines that a Site Management Plan is necessary that would require expenditures greater than the amount contained herein, then the agreement will reflect the greater amount.

NOW, THEREFORE, BE IT

RESOLVED, that this Town Board is "Lead Agency" in connection with the applicants site plan approval request for the redevelopment of the 11.86 acre parcel situated in Harbor Isle, Town of Hempstead, County of Nassau, New York; and

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

BE IT FURTHER RESOLVED, that the Town Board hereby declares that a declaration of non-significance in connection with said redevelopment of the subject premises for the construction of a multi-family residential development is consistent with considerations of public interest; and

BE IT FURTHER RESOLVED, that the State Environmental Quality Review process has been satisfied and completed with the completion of the above-mentioned review and approved Negative Declaration.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

CASE NO.

RESOLUTION NO.

Adopted:

offered

the following resolution and moved its adoption:

RESOLUTION APPROVING SITE PLANS SUBMITTED BY CHRISTOPHER CAPECE, V.P., AVALON BAY COMMUNITIES INC. ON BEHALF OF JOSEPH POSILICO, TREASURER, POSILICO DEVELOPMENT CO. @ HARBOR ISLE INC. IN CONNECTION WITH BUILDING APPLICATION #201811319, FOR THE DEVELOPMENT OF A 172 UNIT RENTAL COMMUNITY WITH ASSOCIATED SITE IMPROVEMENTS LOCATED ON THE SOUTHWEST CORNER OF WASHINGTON AVE. AND ISLAND PARKWAY SOUTH, ISLAND PARK, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, heretofore, Christopher Capece, V.P., Avalon Bay Communities Inc., on behalf of Joseph Posillico, Treasurer, Posillico Development Co. @ Harbor Isle Inc. has submitted an application bearing #201811319 for the development of a 172 unit rental community with associated site improvements located on the southwest corner of Washington Ave. and Island Parkway South, Island Park, 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 June 13, 2018, last revised November 16, 2018, and bearing the seal of Joseph R. Amato, P.E., License # 56484, 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 Christopher Capece, V.P, Avalon Bay Communities Inc. on behalf of Joseph Posillico, Treasurer, Posillico Development Co. @ Harbor Isle Inc. entitled Site Plan, dated June 13, 2018 and last revised November 16, 2018 and bearing the seal of Joseph R. Amato, P.E., License #56484, University of the State of New York, in connection with building application #201811319, for the development of a 172 unit rental community with associated site improvements located on the southwest corner of Washington Ave. and Island Parkway South, Island Park, 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 # 41

Case # 27007

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution

And moved its adoption:

RESOLUTION ACCEPTING A PROPOSAL FOR CONSULTING SERVICES AND REVIEW OF PROPOSED SOLAR ENERGY PROJECT - OCEANSIDE LANDFILL, OCEANSIDE, NEW YORK

WHEREAS, the Town desires to hire a professional services firm knowledgeable in matters regarding the development of a solar energy system to be located at the Town of Hempstead - Oceanside Landfill, 3737 Long Beach Road, Oceanside, NY 11572; and

WHEREAS, the firm, Clearview Consultants, LLC, 138 Plainview Avenue, Coram, NY 11727-5116 is proficient in such matters; and

WHEREAS, Clearview Consultants, LLC has provided a proposal and fee schedule to the Town delineating its qualifications and work to be performed; and

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

NOW THEREFORE, BE IT

RESOLVED, that the proposal submitted by Clearview Consultants, LLC, 138 Plainview Avenue, Coram, NY 11727-5116 be and is hereby accepted; and

BE IT FURTHER

RESOLVED, that payment for services rendered under this contract in an amount not-to-exceed Ten Thousand Dollars (NTE-\$10,000.00) be made and paid out of the Refuse Disposal Fees and Services Account#: 301-006-0301-4151.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 42

Case # 30029

Case No.

Resolution No.

Adopted:

Council(wo)man

offered the following resolution and moved its adoption:

**RESOLUTION ESTABLISHING THE LIST  
OF DESIGNATED NEWSPAPERS FOR  
PUBLICATION OF NOTICES,  
RESOLUTIONS, ORDINANCES AND/OR  
LOCAL LAWS BY THE TOWN CLERK  
DURING THE YEAR 2019**

**WHEREAS**, the Town Board must designate certain newspapers for the publication of notices, resolutions, or ordinances and local laws as may be required by law, or directed by this Board; and

**WHEREAS**, the Town Board is required to publish said notices, resolutions, or ordinances and local laws, and wishes to do so as cost effectively as possible in calendar year 2019; and

**WHEREAS**, Long Island Business News currently charges the Town of Hempstead \$0.395 per line, which is the cheapest rate of any publisher of general circulation used in calendar year 2018, and provides free access to the public notices on its website;

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the Town Clerk is hereby authorized and directed to publish such notices, resolutions or ordinances and local laws as may be required by law or directed by the Board in calendar year 2019, in the Long Island Business News, 2150 Smithtown Ave., Suite 7, Ronkonkoma, NY 11779; and be it further,

**RESOLVED**, the Town Clerk may only publish such notices, resolutions or ordinances and local laws as may be required by law or directed by the Board in the following newspapers if there is insufficient time to publish notice in Long Island Business News:

- Baldwin Herald, 2 Endo Blvd., Garden City, NY 11530
- Bellmore Herald Life, 2 Endo Blvd., Garden City, NY 11530
- East Meadow Beacon, 5 Center St., Hempstead, NY 11550
- East Meadow Herald, 2 Endo Blvd., Garden City, NY 11530
- Five Towns Jewish Home, PO Box 266, Lawrence, NY 11559
- Floral Park Bulletin, PO Box 227, Floral Park, NY 11001
- Franklin Square Bulletin, PO Box 227, Floral Park, NY 11001
- Franklin Square / Elmont Herald, 2 Endo Blvd., Garden City, NY 11530
- Freeport Herald Leader, 2 Endo Blvd., Garden City, NY 11530
- Garden City Life, 132 East Second St., Mineola, NY 11501
- Hempstead Beacon, 5 Center St., Hempstead, NY 11550
- Levittown Tribune, 132 East Second St., Garden City, NY 11530
- Long Beach Herald, 2 Endo Blvd., Garden City, NY 11530
- Lynbrook / East Rockaway Herald, 2 Endo Blvd., Garden City, NY 11530
- Malverne / West Hempstead Herald, 2 Endo Blvd., Garden City, NY 11530
- Merrick Herald Life, 2 Endo Blvd., Garden City, NY 11530
- Mid Island Times and Levittown Times, 821 Franklin Ave., Suite 208, Garden City, NY 11530
- Nassau Herald, 2 Endo Blvd., Garden City, NY 11530
- New Hyde Park Illustrated, 132 East Second St., Mineola, NY 11501
- Oceanside / Island Park Herald, 2 Endo Blvd., Garden City, NY 11530
- Rockville Centre Herald, 2 Endo Blvd., Garden City, NY 11530
- Seaford Herald Citizen, 2 Endo Blvd., Garden City, NY 11530
- South Shore Tribune, 4 California Pl. N., Island Park, NY 11558
- The Garden City News, 821 Franklin Ave., Suite 208, Garden City, NY 11530

Item #

Case #

43

29454

- The Gateway, PO Box 227, Floral Park, NY 11001
- The Jewish Star, 2 Endo Blvd., Garden City, NY 11530
- Uniondale Beacon, 5 Center St., Hempstead, NY 11550
- Valley Stream Herald, 2 Endo Blvd., Garden City, NY 11530
- Wantagh Herald Citizen, 2 Endo Blvd., Garden City, NY 11530
- Westbury Times, 132 East Second St., Mineola, NY 11501
- West Hempstead Beacon, 5 Center St., Hempstead, NY 11550
- 5 Towns Jewish Times, PO Box 690, Lawrence, NY 11559;

and be it further,

**RESOLVED**, the Town Clerk may only publish such notices, resolutions or ordinances and local laws as may be required by law, or directed by the Board in Newsday, 235 Pinelawn Road, Melville, NY 11747 if there is insufficient time to publish notice in the above newspapers; and be it further,

**RESOLVED**, the above publishers shall be the only publishers of general circulation utilized for these purposes by the Town of Hempstead in calendar year 2019 unless otherwise directed by the Town Board;

**RESOLVED**, the Comptroller be and hereby is authorized to continue paying for the cost of publishing such notices by Long Island Business News, and Newsday when necessary as described herein, which shall be charged against and paid from account number 010-012-9000-4020.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERMUNICIPAL AGREEMENT BETWEEN THE TOWN OF HEMPSTEAD, TOWN OF NORTH HEMPSTEAD AND TOWN OF OYSTER BAY FOR THE PURPOSE OF PROVIDING EMERGENCY SERVICES AND ASSISTANCE UPON REQUEST FROM THE OTHER MUNICIPALITY IN RESPONSE TO AN EMERGENCY OR DISASTER.**

**WHEREAS**, pursuant to Article 8, Sections 1 and 2-a of the New York State Constitution, as effectuated by General Municipal Law §119-o, municipal corporations and districts of the State are empowered to enter into agreements for the performance of their respective functions, powers and duties on a cooperative or contract basis; and

**WHEREAS**, the Town of Hempstead, Town of North Hempstead and the Town of Oyster Bay have determined that it is in their best interests to enter into an agreement whereby each Town would provide services, the use of equipment or other resources to another Town upon request when such requesting municipality is affected by a threatened or actual emergency, and, acting on its own, cannot provide such services or resources swiftly and effectively (the Intermunicipal Agreement"); and

**WHEREAS**, in such instances, each of the other municipalities hereto may, at their sole option, share and make available so much of their own resources, services and personnel as they deems necessary or desirable to assist the requesting municipality in providing emergency public works related services or other assistance, subject to the provisions of the agreement; and

**WHEREAS**, the requesting municipality will be responsible for paying the associated labor and other costs for the services in accordance with the rates set forth in the agreement; and

**WHEREAS**, the Board wishes to authorize the Intermunicipal Agreement on behalf of the Town of Hempstead.

**NOW THEREFORE, BE IT**

**RESOLVED** that the Intermunicipal Agreement between the Town of Hempstead, the Town of North Hempstead and the Town of Oyster Bay is authorized; and be it further

**RESOLVED** that the Supervisor is hereby authorized to execute the Intermunicipal

Item # 44

Case # 27511

Agreement on behalf of the Town, and to take such related action as may be necessary to effectuate the foregoing; and be it further

**RESOLVED** that the Comptroller be and hereby is authorized to accept reimbursement from any requesting municipality in accordance with the terms of the Intermunicipal Agreement and deposit said monies in the appropriate account; and be it further

**RESOLVED** that any payment to a responding municipality shall be authorized by resolution of the Town Board in a manner consistent with the terms of the Intermunicipal Agreement.

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 TO AUTHORIZE THE  
TRANSFER OF FUNDS FROM THE TOWN  
BOARD COUNCILMATIC DISTRICT-  
MAJORITY OTHER ACCOUNT TO THE  
SUPERVISOR OTHER ACCOUNT FOR THE  
2019 BUDGET**

**RESOLVED**, that the Supervisor be and hereby is authorized to effect the following in the 2019 budget:

FROM: 010-001-1018-1017 Councilmatic District-Majority - Other	\$44,336
TO: 010-001-1220-1017 Supervisor - Other	\$44,336

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

45

Case #

8033



CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution  
and moved its adoption as follows:

RESOLUTION AUTHORIZING THE DEPARTMENT OF BUILDINGS TO ISSUE A BUILDING PERMIT WITH A FEE "CAP" IN CONNECTION WITH BUILDING PERMIT APPLICATION NOS. 2018-00289, 2018-07108, 2018-07113, 2018-17159, and 2018-17162 AND ALL ASSOCIATED APPLICATIONS, OPEN PERMITS, CERTIFICATES AND BOARD OF ZONING APPEALS FEES, TO CONSTRUCT A 3 STORY SYNAGOGUE, WAIVER FOR OFF STREET PARKING, MAINTAIN DWELLING ON LARGER LOT WITH SYNAGOGUE, PROPOSED NEW 6' HIGH PVC FENCE, AND MAINTAIN 3' HIGH PVC AND 6' HIGH WOOD FENCES, AT THE PREMISES LOCATED AT 575 HUNGRY HARBOR ROAD, NORTH WOODMERE, TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK.

WHEREAS, the Kehillas Bnai Hayeshivos, has filed Building Permit Application Nos. 2018-00289, 2018-07108, 2018-07113, 2018-17159, and 2018-17162 with the Department of Buildings of the Town of Hempstead to construct a 3 story Synagogue, waiver for off street parking, maintain dwelling on larger lot with Synagogue, proposed new 6' high PVC fence, and maintain 3' high PVC and 6' high wood fences, at the premises located at 575 Hungry Harbor Road, North Woodmere, Town of Hempstead, Nassau County, New York; and

WHEREAS, the Kehillas Bnai Hayeshivos, has requested consideration for an exemption from payment of full fees in connection with Building Permit Application Nos. 2018-00289, 2018-07108, 2018-07113, 2018-17159, and 2018-17162 and all associated applications, open permits, certificates and Board of Zoning Appeals fees; and

WHEREAS, this Town Board deems it to be in the public interest to allow for an exemption from payment of full fees in connection with Application Nos. 2018-00289, 2018-07108, 2018-07113, 2018-17159, and 2018-17162 and all associated applications, open permits, certificates and Board of Zoning Appeals fees;

NOW, THEREFORE, BE IT

RESOLVED, that a fee "cap" of \$7,500.00 is hereby fixed regarding Building Permit Application No. 2018-00289, 2018-07108, 2018-07113, 2018-17159, and 2018-17162 and all associated applications, open permits, certificates and Board of Zoning Appeals fees to construct a 3 story Synagogue, waiver for off street parking, maintain dwelling on larger lot with Synagogue, proposed new 6' high PVC fence, and maintain 3' high PVC and 6' high wood fences, at the premises located at 575 Hungry Harbor Road, North Woodmere, Town of Hempstead, Nassau County, New York.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

46

Case #

10315

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution

and moved its adoption:

RESOLUTION AMENDING RESOLUTION#: 1145-2015 TO AUTHORIZE AN INCREASE IN FUNDING TO PORTER VETERINARY SERVICES, P.C. D/B/A NEW YORK VETERINARY SPECIALTY CENTER AND TO RATIFY AND CONFIRM ADDITIONAL OFF-SITE VETERINARY SERVICES RENDERED TO THE TOWN OF HEMPSTEAD ANIMAL SHELTER.

WHEREAS, Resolution No. 1145-2015, duly adopted by the Town Board on September 21, 2015 (the "Original Resolution") authorized an agreement with New York Veterinary Specialty Center, now known as Porter Veterinary Services, P.C. d/b/a/ New York Veterinary Specialty Clinic, 2233 Broadhollow Road, Farmingdale, New York 11735 (the "Veterinary Clinic"), for off-site veterinary services (the "Services") to the Town of Hempstead (the "Town") Animal Shelter; and

WHEREAS, the Town Board heretofore authorized amendments to the Original Resolution to authorize additional funding to the Veterinary Clinic; and

WHEREAS, the last amending Resolution, Resolution No. 1202-2018, duly adopted by the Town Board on September 4, 2018 authorized increased funding to the Veterinary Clinic by \$20,000.00 to an amount not to exceed \$105,000.000; and

WHEREAS, the Commissioner of General Services (the "Commissioner") has recommended a further increase in funding to the Veterinary Clinic of Thirty Four Thousand Four Hundred Twenty Three Dollars (\$34,423.00) for an amount not to exceed One Hundred Thirty Nine Thousand Four Hundred Twenty Three Dollars (\$139,423.00) to pay for additional Services rendered to the Animal Shelter pursuant to the Original Resolution; and

WHEREAS, this Board finds it in the best interests of the Town to ratify the additional Services and authorize the increase in funding to the Veterinary Clinic.

NOW THEREFORE, BE IT

RESOLVED, that the additional Services are ratified and the Original Resolution is amended to increase the funding to the Veterinary Clinic in an amount not to exceed \$139,423.00 (One Hundred Thirty Nine Thousand Four Hundred Twenty Three Dollars) to pay for additional Services; and be it further

RESOLVED, that all other terms and conditions of the original contract between the Town and the Veterinary Clinic will remain in full force and effect; and be it further

Item #

27

Case #

21646

RESOLVED, that the Comptroller is authorized to make payments to Porter Veterinary Services, P.C. d/b/a/ New York Veterinary Specialty Clinic, 2233 Broadhollow Road, Farmingdale, New York 11735 for off-site veterinary services in an amount not to exceed One Hundred Thirty Nine Thousand Four Hundred Twenty Three Dollars (\$139,423.00) from which services will be paid against the Animal Shelter Health Account Number: 010-002-3510-4900.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its  
adoption:

**RESOLUTION AUTHORIZING DISPOSAL OF OBSOLETE EQUIPMENT  
FROM THE OFFICE OF THE TOWN CLERK**

WHEREAS, the Town Clerk has advised the Town Board that the following  
Minolta Microfiche Reader Printer & Fiche Carrier:

(1) RP603Z Minolta Reader Printer Model RP603Z, Serial No. 316406  
& (1) Fiche Carrier 5, Serial No. 81029208

Which are obsolete and can no longer be repaired shall be declared obsolete and  
to be disposed thereof; and

WHEREAS, the Town Clerk advises the Town Board that she believes this  
equipment has no value to be used for other purposes and should be so judged:

NOW, THEREFORE, BE IT

RESOLVED, that the above described equipment be and is hereby declared  
obsolete in its primary function in the Town Clerk's Office and authorizes its disposal  
thereof.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

48

Case #

6071

Adopted:

Council(wo)man \_\_\_\_\_ offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING THE REFUNDING OF  
CERTAIN OUTSTANDING SERIAL BONDS OF THE TOWN  
OF HEMPSTEAD AND AUTHORIZING THE  
ESTABLISHMENT OF A CONTINGENCY AND TAX  
STABILIZATION RESERVE FUND**

WHEREAS, the Town of Hempstead, in the County of Nassau, New York (herein called the "Town"), has heretofore issued on April 15, 2010 its \$73,377,025 Public Improvement (Serial) Bonds, 2010 Series A (the "2010A Bonds"), which are currently outstanding in the principal amount of \$32,305,000 (the "Outstanding 2010A Bonds"), and mature on April 15 in each of the years and in the principal amounts and bear interest payable semiannually on April 15 and October 15 in each year to maturity, as follows:

Year of Maturity	Principal Amount (\$)	Interest Rate (%)
2019	5,900,000	4.00
2020	6,105,000	4.00
2021	6,325,000	4.00
2022	6,555,000	4.00
2023	6,810,000	4.00
2024	40,000	4.00
2025	40,000	4.00
2026	45,000	4.00
2027	45,000	4.00
2028	45,000	4.00
2029	50,000	4.00
2030	50,000	4.00
2031	55,000	4.00
2032	55,000	4.00
2033	60,000	4.00
2034	60,000	4.00
2035	65,000	4.00

WHEREAS, the 2010A Bonds maturing on or after April 15, 2020 are subject to redemption prior to maturity, at the option of the Town, on any date, in whole or in part, and if in part, in any order of their maturity and in any amount within a maturity (selected by lot within a maturity), at a redemption price of 100% of the par amount of the 2010A Bonds to be redeemed, plus accrued interest to the date of redemption; and

WHEREAS, Sections 90.00 and 90.10 of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called the "Law"), permit the Town to refund all or a portion of the outstanding unredeemed maturities of the Outstanding Bonds by the issuance of new bonds, the issuance of which will result in present value debt service savings for the Town, and the Town Board has determined that it may be advantageous to refund all or a portion of the Outstanding Bonds; and

WHEREAS, the Town Board determines that it is fiscally responsible to establish a Contingency and Tax Stabilization Reserve Fund (the Fund) as authorized by Section 6-e of the New York State General Municipal Law within which to deposit the savings realized, on an on-going basis, as a result of this Bond Refunding; and

WHEREAS, Section 6-e of the New York State General Municipal Law provides for strict limitations on the use of the Fund balance including the requirement of a two thirds vote of the Town Board on any resolution to utilize the Fund balance, or any part thereof; and

Item # 49  
Case # 19246

NOW, THEREFORE, be it

RESOLVED as follows:

Section 1. The following definitions apply herein, unless a different meaning clearly appears from the context:

- (a) "Bond To Be Refunded" or "Bonds To Be Refunded" means all or a portion of the aggregate Outstanding Bonds, as shall be determined in accordance with Section 8 hereof.
- (b) "Escrow Contract" means the contract to be entered into by and between the Town and the Escrow Holder pursuant to Section 10 hereof.
- (c) "Escrow Holder" means the bank or trust company designated as such pursuant to Section 10 hereof.
- (d) "Outstanding Bonds" shall mean the outstanding unredeemed maturities of the 2010A Bonds.
- (e) "Present Value Savings" means the dollar savings which result from the issuance of the Refunding Bonds computed by discounting the principal and interest payments on both the Refunding Bonds and the Bonds To Be Refunded from the respective maturities thereof to the date of issue of the Refunding Bonds at a rate equal to the effective interest cost of the Refunding Bonds. The effective interest cost of the Refunding Bonds shall be that rate which is arrived at by doubling the semi-annual interest rate (compounded semi-annually) necessary to discount the debt service payments on the Refunding Bonds from the maturity dates thereof to the date of issue of the Refunding Bonds and to the agreed upon price including estimated accrued interest.
- (f) "Redemption Date" or "Redemption Dates" mean any date with respect to the 2010A Bonds as shall be determined by the Supervisor in accordance with Section 8.
- (g) "Refunding Bond" or "Refunding Bonds" means all or a portion of the \$28,000,000 Refunding Serial Bonds-2019 of the Town of Hempstead, authorized to be issued pursuant to Section 2 hereof, which may be sold as one or more series of bonds.
- (h) "Refunding Bond Amount Limitation" means an amount of Refunding Bonds which does not exceed the principal amount of Bonds To Be Refunded plus the aggregate amount of unmatured interest payable on such Bonds To Be Refunded, to and including the applicable Redemption Date, plus redemption premiums payable on such Bonds To Be Refunded as of such Redemption Date, as hereinabove referred to in the Recitals hereof, plus costs and expenses incidental to the issuance of the Refunding Bonds including the development of the refunding financial plan, and of executing and performing the terms and conditions of the Escrow Contract and all fees and charges of the Escrow Holder as referred to in Section 10 hereof;

Section 2. The Town Board of the Town (herein called the "Town Board"), hereby authorizes the refunding of the Bonds To Be Refunded, and appropriates an amount not to exceed \$28,000,000 to accomplish such refunding. The plan of financing said appropriation includes the issuance of not to exceed \$28,000,000 Refunding Bonds and the levy and collection of a tax upon all the taxable real property within the Town to pay the principal of and interest on said Refunding Bonds as the same shall become due and payable. Bonds of the Town in the maximum principal amount of \$28,000,000 and substantially designated as "REFUNDING SERIAL BONDS-2019" are hereby authorized to be issued

pursuant to the provisions of the' Law. Said bonds may be sold in one or more series. The proposed financial plan for the refunding in the form attached hereto as Exhibit A (the "Refunding Financial Plan"), prepared for the Town by its Municipal Advisor, Munistat Services, Inc., and hereby accepted and approved, includes the deposit of all the proceeds of said Refunding Bonds with an Escrow Holder pursuant to an Escrow Contract as authorized in Section 10 hereof, the payment of all costs incurred by the Town in connection with said refunding from such proceeds and the investment of a portion of such proceeds by the Escrow Holder in certain obligations. The principal and interest on such investments, together with the balance of such proceeds to be held uninvested, if any, shall be sufficient to pay (i) the principal of and interest on the Bonds To Be Refunded becoming due and payable on and prior to' each applicable Redemption Date and (ii) the principal of and premium on the Bonds To Be Refunded which are to be called for redemption prior to maturity on any such Redemption Date.

Section 3. The Bonds To Be Refunded referred to in Section 1 are all, or a portion of, the Outstanding Bonds issued pursuant to various bond resolutions duly adopted on their respective dates, authorizing the issuance of bonds of the Town for various purposes. In accordance with the Refunding Financial Plan, the Refunding Bonds authorized in the aggregate principal amount of not to exceed \$28,000,000 shall mature in amounts and on dates to be determined. The Supervisor, the chief fiscal officer of the Town, is hereby authorized to approve all details of the Refunding Financial Plan not contained herein.

Section 4. The issuance of the Refunding Bonds will not exceed the Refunding Bond Amount Limitation. The Refunding Bonds shall mature not later than the maximum period of probable usefulness ("PPU") permitted by law at the time of original issuance of the Bonds to be Refunded, as set forth in **Exhibit B** annexed hereto and hereby made a part hereof, for the objects or purposes financed with the proceeds of the Bonds to be Refunded, commencing at the date of issuance of the first bond or bond anticipation note issued in anticipation of the sale of such bonds.

Section 5. The aggregate amount of estimated Present Value Savings is set forth in the proposed Refunding Financial Plan attached hereto as **Exhibit A**, computed in accordance with subdivision two of paragraph b of Section 90.10 of the Law. Said Refunding Financial Plan has been prepared based upon the assumption that the Refunding Bonds will be issued in the aggregate principal amount, and will mature, be of such terms and bear such interest as set forth therein. The Town Board recognizes that the principal amount of the Refunding Bonds, the maturities, terms and interest rates, the provisions, if any, for the redemption thereof prior to maturity, and whether or not any or all of the Refunding Bonds will be insured, and the resulting present value savings, may vary from such assumptions and that the Refunding Financial Plan may vary from that attached hereto as **Exhibit A**.

Section 6. The Refunding Bonds may be sold at public or private sale and the Supervisor, the chief fiscal officer of the Town, is hereby authorized to execute a purchase contract on behalf of the Town for the sale of said Refunding Bonds, provided that the terms and conditions of such sale shall be approved by the State Comptroller, and further providing that prior to the issuance of the Refunding Bonds the Supervisor shall have filed with the Town Board a certificate approved by the State Comptroller setting forth the Present Value Savings to the Town resulting from the issuance of the Refunding Bonds. In connection with such sale, the Town authorizes the preparation of an Official Statement and approves its use in connection with such sale, and further consents to the distribution of a Preliminary Official Statement prior to the date said Official Statement is distributed. In the event that the Refunding Bonds are sold at public sale pursuant to Section 57.00 of the Law, the Supervisor is hereby authorized and directed, to the extent required by law, to prepare or have prepared a Notice of Sale, which shall be published at least once in "THE BOND BUYER", published in the City of New York, not less than five (5) nor more, than thirty (30) days prior to the date of said sale. A copy of such notice shall be sent not less than eight (8) nor more than thirty (30) days prior to the date of said sale to

(1) the State Comptroller, Albany, New York 12236; (2) at least two banks or trust companies having a place of business in the county in which the Town is located, or, if only one bank is located in such County, then to such bank and to at least two banks or trust companies having a place of business in an adjoining county; (3) "THE BOND BUYER", 1 State Street Plaza, New York, New York 10004; and (4) at least 10 bond dealers. The Supervisor is hereby further authorized and directed to take any and all actions necessary to accomplish said refunding, and to execute any contracts and agreements for the purchase of and payment for services rendered or to be rendered to the Town in connection with said refunding, including the preparation of the Refunding Financial Plan referred to in Section 2 hereof.

Section 7. Each of the Refunding Bonds authorized by this resolution shall contain the recital of validity prescribed by Section 52.00 of the Law and said Refunding Bonds shall be general obligations of the Town, payable as to both principal and interest by a general tax upon all the taxable real property within the Town. The faith and credit of the Town are hereby irrevocably pledged to the punctual payment of the principal of and interest on said Refunding Bonds and provision shall be made annually in the budget of the Town for (a) the amortization and redemption of the Refunding Bonds to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 8. Subject to the provisions of this resolution and of the Law, and pursuant to The provisions of Section 21.00 of the Law with respect to the issuance of bonds having substantially level or declining annual debt service, and Sections 50.00, 56.00 to 60.00, 90.00, 90.10 and 168.00 of the Law, the powers and duties of the Town Board relative to determining the amount of Bonds To Be Refunded, prescribing the terms, form and contents and as to the sale and issuance of the Refunding Bonds, and executing any arbitrage certification relative thereto, and as to executing the Escrow Contract described in Section 10, the Official Statement referred to in Section 6 and any contracts for credit enhancements in connection with the issuance of the Refunding Bonds and any other certificates and agreements, and as to making elections to call in and redeem all or a portion of the Bonds to be Refunded, are hereby delegated to the Supervisor, the chief fiscal officer of the Town.

Section 9. The validity of the Refunding Bonds authorized by this resolution may be contested only if:

- (a) such obligations are authorized for an object or purpose for which the Town is not authorized to expend money, or
- (b) the provisions of law which should be complied with at the date of the publication of such resolution, or a summary thereof, are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or
- (c) such obligations are authorized in violation of the provisions of the constitution.

Section 10. Prior to the issuance of the Refunding Bonds, the Town shall contract with a bank or trust company located and authorized to do business in New York State, for the purpose of having such bank or trust company act as the Escrow Holder of the proceeds, inclusive of any premium from the sale of the Refunding Bonds, together with all income derived from the investment of such proceeds. Such Escrow Contract shall contain such terms and conditions as shall be necessary in order to accomplish the Refunding Financial Plan, including provisions authorizing the Escrow Holder, without further authorization or direction from the Town, except as otherwise provided therein, (a) to make all required payments of principal, interest and redemption premiums to the appropriate paying agent with respect to the Bonds To Be Refunded, (b) to pay costs and expenses incidental to the issuance of the Refunding Bonds, including the development of the Refunding Financial Plan, and costs and expenses relating to the execution and performance of



the terms and conditions of the Escrow Contract and all of its fees and charges as the Escrow Holder, (c) at the appropriate time or times to cause to be given on behalf of the Town the notice of redemption authorized to be given pursuant to Section 13 hereof, and (d) to invest the monies held by it consistent with the provisions of the Refunding Financial Plan. The Escrow Contract shall be irrevocable and shall constitute a covenant with the holders of the Refunding Bonds.

Section 11. The proceeds, inclusive of any premium, from the sale of the Refunding Bonds, immediately upon receipt shall be placed in escrow by the Town with the Escrow Holder in accordance with the Escrow Contract. All moneys held by the Escrow Holder, if invested, shall be invested only in direct obligations of the United States of America or in obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, which obligations shall mature or be subject to redemption at the option of the holder thereof not later than the respective dates when such moneys will be required to make payments in accordance with the Refunding Financial Plan. Any such moneys remaining in the custody of the Escrow Holder after the full execution of the Escrow Contract shall be returned to the Town and shall be applied by the Town only to the payment of the principal of or interest on the Refunding Bonds then outstanding.

Section 12. That portion of such proceeds from the sale of the Refunding Bonds, together with interest earned thereon, which shall be required for the payment of the principal of and interest on the Bonds To Be Refunded, including any redemption premiums, in accordance with the Refunding Financial Plan, shall be irrevocably committed and pledged to such purpose and the holders of the Bonds To Be Refunded shall have a lien upon, such moneys and the investments thereof held by the Escrow Holder. All interest earned from the investment of such moneys which is not required for such payment of principal of and interest on the Bonds To Be Refunded shall be irrevocably committed and pledged to the payment of the principal of and - interest on the Refunding Bonds, or such portion or series thereof as shall be required by the Refunding Financial Plan, and the holders of such Refunding Bonds shall have a lien upon such moneys held by the Escrow Holder. The pledges and liens provided for herein shall become valid and binding upon the issuance of the Refunding Bonds and the moneys and investments held by the Escrow Holder shall immediately be subject thereto without any further act. Such pledges and liens shall be valid and binding against all parties having claims of any kind in tort, contract or otherwise against the Town irrespective of whether such parties have notice thereof. Neither this resolution, the Escrow Contract, nor any other instrument relating to such pledges and liens, need be filed or recorded.

Section 13. In accordance with the provisions of Section 53.00 and of paragraph h of Section 90.10 of the Law, the Town Board hereby elects to call in and redeem all or a portion of the Bonds To Be Refunded which are subject to prior redemption according to their terms on the Redemption Date, as shall be determined by the Supervisor in accordance with Section 8 hereof. The sum to be paid therefor on the applicable Redemption Date shall be the par value thereof, the accrued interest to such Redemption Date and the redemption premiums, if any. The Escrow Holder is hereby authorized and directed to cause a notice of such call for redemption to be given in the name of the Town by mailing such notice at least thirty days prior to such Redemption Date, and in accordance with the terms appearing in the Bonds to be Refunded, to the registered holders of the Bonds To Be Refunded which are to be called in and redeemed. Upon the issuance of the Refunding Bonds, the election to call in and redeem the Bonds To Be Refunded which are to be called in and redeemed in accordance herewith and the direction to the Escrow Holder to cause notice thereof to be given as provided in this Section shall become irrevocable and the provisions of this Section shall constitute a covenant with the holders, from time to time, of the Refunding Bonds, provided that this Section may be amended from time to time as

may be necessary to comply with the publication requirements of paragraph a of Section 53.00 of the Law, as the same may be amended from time to time; and

BE IT FURTHER RESOLVED, that the Town hereby establishes a Contingency and Tax Stabilization Fund, or Funds, pursuant Section 6-e of the New York State General Municipal Law as required to implement this resolution; and be it further

RESOLVED, that this resolution insofar as the establishment of the Contingency and Tax Stabilization Fund, or Funds is subject to permissive referendum.

RESOLVED, that the Town Comptroller be, and hereby is, authorized and directed to take any and all actions necessary to create and implement the fund in accordance with this resolution, and further directed to make provision for and cause the deposit of all of all savings realized by this Bond Refunding, on an ongoing basis; and be it further

RESOLVED, that this bond resolution shall take effect immediately, and the Town Clerk is hereby authorized and directed to publish the foregoing resolution, in summary, together with a Notice attached in substantially the form prescribed by Section 81.00 of the Law in the "*Long Island Business News*," a newspaper having general circulation in the Town and hereby designated the official newspaper of said Town, for such publication.

The forgoing resolution was adopted upon roll call as follows:

AYES:

NOES:

TABLE OF CONTENTS

Town of Hempstead  
Refunding of Series 2010  
Refunding of Callable Bonds  
Current Market Rates + 10 bps

Report	Page
Sources and Uses of Funds	1
Summary of Financing Results	2
Summary of Refunding Results	3
Summary of Bonds Refunded	4
Savings	5
Prior Bond Debt Service	7
Unrefunded Bond Debt Service	9
Bond Pricing	10
Bond Debt Service	11
Escrow Requirements	12
Escrow Descriptions Detail	13
Escrow Cost Detail	14
Escrow Cash Flow	15
Escrow Statistics	16
NYS EIC	17
PV Savings	18
Sources and Uses of Funds	19
Summary of Refunding Results	20
Savings	21
Bond Pricing	22
Bond Debt Service	23
Prior Bond Debt Service	24
Summary of Bonds Refunded	25
Escrow Descriptions	26
Escrow Cost	27
Escrow Cash Flow	28

TABLE OF CONTENTS

Town of Hempstead  
Refunding of Series 2010  
Refunding of Callable Bonds  
Current Market Rates + 10 bps

Report	Page
Escrow Statistics	29
Proof of Composite Escrow Yield	30
Sources and Uses of Funds	31
Summary of Refunding Results	32
Savings	33
Bond Pricing	35
Bond Debt Service	36
Prior Bond Debt Service	37
Summary of Bonds Refunded	38
Escrow Descriptions	39
Escrow Cost	40
Escrow Cash Flow	41
Escrow Statistics	42
Proof of Composite Escrow Yield	43

## SOURCES AND USES OF FUNDS

Town of Hempstead  
 Refunding of Series 2010  
 Refunding of Callable Bonds  
 Current Market Rates + 10 bps

Dated Date            01/16/2019  
 Delivery Date        01/16/2019

## Sources:

## Bond Proceeds:

Par Amount	26,195,000.00
Net Premium	806,159.25

---

27,001,159.25

## Uses:

## Refunding Escrow Deposits:

Cash Deposit	1.23
SLGS Purchases	26,780,297.00
	26,780,298.23

## Delivery Date Expenses:

Cost of Issuance	95,000.00
Underwriter's Discount	125,000.00
	220,000.00

## Other Uses of Funds:

Additional Proceeds	861.02
---------------------	--------

---

27,001,159.25

---

SUMMARY OF FINANCING RESULTS

Town of Hempstead  
 Refunding of Series 2010  
 Refunding of Callable Bonds  
 Current Market Rates + 10 bps

Series	Bond Par	Bond Yield	Contingency	Escrow Yield	Negative Arbitrage	Net Savings
Refunding of Series 2010A	25,435,000.00	2.320%	3,228.70	2.315%	5,724.95	831,834.63
Refunding of Series 2010B	760,000.00	3.335%	-2,367.68	2.315%	168.51	32,499.45
	26,195,000.00		861.02		5,893.46	864,334.08

Aggregate:

Arbitrage Yield 2.404754%  
 Escrow Yield 2.314678%

## SUMMARY OF REFUNDING RESULTS

Town of Hempstead  
 Refunding of Series 2010  
 Refunding of Callable Bonds  
 Current Market Rates + 10 bps

	Refunding of Series 2010A	Refunding of Series 2010B	Total
Dated Date	01/16/2019	01/16/2019	01/16/2019
Delivery Date	01/16/2019	01/16/2019	01/16/2019
Arbitrage Yield	2.404754%	2.404754%	2.404754%
Escrow Yield	2.314678%	2.314680%	2.314678%
Value of Negative Arbitrage	5,724.95	168.51	5,893.46
Bond Par Amount	25,435,000.00	760,000.00	26,195,000.00
True Interest Cost	2.496761%	3.396956%	2.571926%
Net Interest Cost	2.540838%	3.415041%	2.622002%
Average Coupon	3.500000%	3.500000%	3.500000%
Average Life	2.767	9.477	2.962
Par amount of refunded bonds	25,650,000.00	755,000.00	26,405,000.00
Average coupon of refunded bonds	4.000000%	4.000000%	4.000000%
Average life of refunded bonds	2.793	9.645	2.989
PV of prior debt	27,001,696.32	863,333.48	27,865,029.80
Net PV Savings	831,834.63	32,499.45	864,334.08
Percentage savings of refunded bonds	3.243020%	4.304563%	3.273373%
Percentage savings of refunding bonds	3.270433%	4.276243%	3.299615%

SUMMARY OF BONDS REFUNDED

Town of Hempstead  
 Refunding of Series 2010  
 Refunding of Callable Bonds  
 Current Market Rates + 10 bps

Bond	Maturity Date	Interest Rate	Par Amount	Call Date	Call Price
Series 2010B, SER2010B:					
BOND	04/15/2020	4.000%	35,000.00	04/15/2019	100.000
	04/15/2021	4.000%	35,000.00	04/15/2019	100.000
	04/15/2022	4.000%	35,000.00	04/15/2019	100.000
	04/15/2023	4.000%	40,000.00	04/15/2019	100.000
	04/15/2024	4.000%	40,000.00	04/15/2019	100.000
	04/15/2025	4.000%	40,000.00	04/15/2019	100.000
	04/15/2026	4.000%	45,000.00	04/15/2019	100.000
	04/15/2027	4.000%	45,000.00	04/15/2019	100.000
	04/15/2028	4.000%	45,000.00	04/15/2019	100.000
	04/15/2029	4.000%	50,000.00	04/15/2019	100.000
	04/15/2030	4.000%	50,000.00	04/15/2019	100.000
	04/15/2031	4.000%	55,000.00	04/15/2019	100.000
	04/15/2032	4.000%	55,000.00	04/15/2019	100.000
	04/15/2033	4.000%	60,000.00	04/15/2019	100.000
	04/15/2034	4.000%	60,000.00	04/15/2019	100.000
	04/15/2035	4.000%	65,000.00	04/15/2019	100.000
			755,000.00		
Series 2010A, SERIES10:					
BOND	04/15/2020	4.000%	6,070,000.00	04/15/2019	100.000
	04/15/2021	4.000%	6,290,000.00	04/15/2019	100.000
	04/15/2022	4.000%	6,520,000.00	04/15/2019	100.000
	04/15/2023	4.000%	6,770,000.00	04/15/2019	100.000
			25,650,000.00		
			26,405,000.00		



SAVINGS

Town of Hempstead  
 Refunding of Series 2010  
 Refunding of Callable Bonds  
 Current Market Rates + 10 bps

Date	Prior Debt Service	Refunding Debt Service	Savings	Annual Savings	Present Value to 01/16/2019 @ 2.4047537%
04/15/2019	528,100.00	431,659.51	96,440.49		95,872.24
10/15/2019	528,100.00	454,825.00	73,275.00		71,977.80
12/31/2019				169,715.49	
04/15/2020	6,633,100.00	6,509,825.00	123,275.00		119,653.96
10/15/2020	406,000.00	348,862.50	57,137.50		54,800.25
12/31/2020				180,412.50	
04/15/2021	6,731,000.00	6,588,862.50	142,137.50		134,703.63
10/15/2021	279,500.00	239,662.50	39,837.50		37,305.43
12/31/2021				181,975.00	
04/15/2022	6,834,500.00	6,674,662.50	159,837.50		147,899.90
10/15/2022	148,400.00	127,050.00	21,350.00		19,520.74
12/31/2022				181,187.50	
04/15/2023	6,958,400.00	6,782,050.00	176,350.00		159,324.75
10/15/2023	12,200.00	10,587.50	1,612.50		1,439.52
12/31/2023				177,962.50	
04/15/2024	52,200.00	50,587.50	1,612.50		1,422.41
10/15/2024	11,400.00	9,887.50	1,512.50		1,318.35
12/31/2024				3,125.00	
04/15/2025	51,400.00	49,887.50	1,512.50		1,302.69
10/15/2025	10,600.00	9,187.50	1,412.50		1,202.11
12/31/2025				2,925.00	
04/15/2026	55,600.00	54,187.50	1,412.50		1,187.82
10/15/2026	9,700.00	8,400.00	1,300.00		1,080.23
12/31/2026				2,712.50	
04/15/2027	54,700.00	53,400.00	1,300.00		1,067.40
10/15/2027	8,800.00	7,612.50	1,187.50		963.44
12/31/2027				2,487.50	
04/15/2028	53,800.00	52,612.50	1,187.50		951.99
10/15/2028	7,900.00	6,825.00	1,075.00		851.57
12/31/2028				2,262.50	
04/15/2029	57,900.00	56,825.00	1,075.00		841.45
10/15/2029	6,900.00	5,950.00	950.00		734.77
12/31/2029				2,025.00	
04/15/2030	56,900.00	55,950.00	950.00		726.04
10/15/2030	5,900.00	5,075.00	825.00		623.02
12/31/2030				1,775.00	
04/15/2031	60,900.00	60,075.00	825.00		615.62
10/15/2031	4,800.00	4,112.50	687.50		506.92
12/31/2031				1,512.50	
04/15/2032	59,800.00	59,112.50	687.50		500.90
10/15/2032	3,700.00	3,150.00	550.00		395.96
12/31/2032				1,237.50	
04/15/2033	63,700.00	63,150.00	550.00		391.25
10/15/2033	2,500.00	2,100.00	400.00		281.17
12/31/2033				950.00	
04/15/2034	62,500.00	62,100.00	400.00		277.83

SAVINGS

Town of Hempstead  
 Refunding of Series 2010  
 Refunding of Callable Bonds  
 Current Market Rates + 10 bps

Date	Prior Debt Service	Refunding Debt Service	Savings	Annual Savings	Present Value to 01/16/2019 @ 2.4047537%
10/15/2034	1,300.00	1,050.00	250.00		171.58
12/31/2034				650.00	
04/15/2035	66,300.00	61,050.00	5,250.00		3,560.33
12/31/2035				5,250.00	
	29,828,500.00	28,910,334.51	918,165.49	918,165.49	863,473.05

Savings Summary

PV of savings from cash flow	863,473.05
Plus: Refunding funds on hand	861.02
Net PV Savings	864,334.07

PRIOR BOND DEBT SERVICE

Town of Hempstead  
 Refunding of Series 2010  
 Refunding of Callable Bonds  
 Current Market Rates + 10 bps

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
04/15/2019			528,100	528,100	
10/15/2019			528,100	528,100	
12/31/2019					1,056,200
04/15/2020	6,105,000	4.000%	528,100	6,633,100	
10/15/2020			406,000	406,000	
12/31/2020					7,039,100
04/15/2021	6,325,000	4.000%	406,000	6,731,000	
10/15/2021			279,500	279,500	
12/31/2021					7,010,500
04/15/2022	6,555,000	4.000%	279,500	6,834,500	
10/15/2022			148,400	148,400	
12/31/2022					6,982,900
04/15/2023	6,810,000	4.000%	148,400	6,958,400	
10/15/2023			12,200	12,200	
12/31/2023					6,970,600
04/15/2024	40,000	4.000%	12,200	52,200	
10/15/2024			11,400	11,400	
12/31/2024					63,600
04/15/2025	40,000	4.000%	11,400	51,400	
10/15/2025			10,600	10,600	
12/31/2025					62,000
04/15/2026	45,000	4.000%	10,600	55,600	
10/15/2026			9,700	9,700	
12/31/2026					65,300
04/15/2027	45,000	4.000%	9,700	54,700	
10/15/2027			8,800	8,800	
12/31/2027					63,500
04/15/2028	45,000	4.000%	8,800	53,800	
10/15/2028			7,900	7,900	
12/31/2028					61,700
04/15/2029	50,000	4.000%	7,900	57,900	
10/15/2029			6,900	6,900	
12/31/2029					64,800
04/15/2030	50,000	4.000%	6,900	56,900	
10/15/2030			5,900	5,900	
12/31/2030					62,800
04/15/2031	55,000	4.000%	5,900	60,900	
10/15/2031			4,800	4,800	
12/31/2031					65,700
04/15/2032	55,000	4.000%	4,800	59,800	
10/15/2032			3,700	3,700	
12/31/2032					63,500
04/15/2033	60,000	4.000%	3,700	63,700	
10/15/2033			2,500	2,500	
12/31/2033					66,200
04/15/2034	60,000	4.000%	2,500	62,500	

PRIOR BOND DEBT SERVICE

Town of Hempstead  
 Refunding of Series 2010  
 Refunding of Callable Bonds  
 Current Market Rates + 10 bps

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
10/15/2034			1,300	1,300	
12/31/2034					63,800
04/15/2035	65,000	4.000%	1,300	66,300	
12/31/2035					66,300
	26,405,000		3,423,500	29,828,500	29,828,500

UNREFUNDED BOND DEBT SERVICE

Town of Hempstead  
 Refunding of Series 2010  
 Refunding of Callable Bonds  
 Current Market Rates + 10 bps

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
04/15/2019 12/31/2019	5,900,000	4.000%	118,000	6,018,000	6,018,000
	5,900,000		118,000	6,018,000	6,018,000

BOND PRICING

Town of Hempstead  
 Refunding of Series 2010  
 Refunding of Callable Bonds  
 Current Market Rates + 10 bps

Bond Component	Maturity Date	Amount	Rate	Yield	Price	Yield to Maturity
Bond Component:						
	04/15/2019	205,000	3.500%	2.070%	100.347	
	04/15/2020	6,055,000	3.500%	2.120%	101.687	
	04/15/2021	6,240,000	3.500%	2.220%	102.788	
	04/15/2022	6,435,000	3.500%	2.320%	103.667	
	04/15/2023	6,655,000	3.500%	2.420%	104.331	
	04/15/2024	40,000	3.500%	2.520%	104.785	
	04/15/2025	40,000	3.500%	2.720%	104.450	
	04/15/2026	45,000	3.500%	2.870%	104.092	
	04/15/2027	45,000	3.500%	3.020%	103.477	
	04/15/2028	45,000	3.500%	3.120%	102.741 C	3.155%
	04/15/2029	50,000	3.500%	3.250%	101.792 C	3.292%
	04/15/2030	50,000	3.500%	3.370%	100.925 C	3.400%
	04/15/2031	55,000	3.500%	3.450%	100.352 C	3.464%
	04/15/2032	55,000	3.500%	3.520%	99.785	
	04/15/2033	60,000	3.500%	3.620%	98.669	
	04/15/2034	60,000	3.500%	3.720%	97.453	
	04/15/2035	60,000	3.500%	3.820%	96.148	
		26,195,000				

Dated Date	01/16/2019	
Delivery Date	01/16/2019	
First Coupon	04/15/2019	
Par Amount	26,195,000.00	
Premium	806,159.25	
Production	27,001,159.25	103.077531%
Underwriter's Discount	-125,000.00	-0.477190%
Purchase Price	26,876,159.25	102.600341%
Accrued Interest		
Net Proceeds	26,876,159.25	

BOND DEBT SERVICE

Town of Hempstead  
 Refunding of Series 2010  
 Refunding of Callable Bonds  
 Current Market Rates + 10 bps

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
04/15/2019	205,000	3.500%	226,659.51	431,659.51	
10/15/2019			454,825.00	454,825.00	
12/31/2019					886,484.51
04/15/2020	6,055,000	3.500%	454,825.00	6,509,825.00	
10/15/2020			348,862.50	348,862.50	
12/31/2020					6,858,687.50
04/15/2021	6,240,000	3.500%	348,862.50	6,588,862.50	
10/15/2021			239,662.50	239,662.50	
12/31/2021					6,828,525.00
04/15/2022	6,435,000	3.500%	239,662.50	6,674,662.50	
10/15/2022			127,050.00	127,050.00	
12/31/2022					6,801,712.50
04/15/2023	6,655,000	3.500%	127,050.00	6,782,050.00	
10/15/2023			10,587.50	10,587.50	
12/31/2023					6,792,637.50
04/15/2024	40,000	3.500%	10,587.50	50,587.50	
10/15/2024			9,887.50	9,887.50	
12/31/2024					60,475.00
04/15/2025	40,000	3.500%	9,887.50	49,887.50	
10/15/2025			9,187.50	9,187.50	
12/31/2025					59,075.00
04/15/2026	45,000	3.500%	9,187.50	54,187.50	
10/15/2026			8,400.00	8,400.00	
12/31/2026					62,587.50
04/15/2027	45,000	3.500%	8,400.00	53,400.00	
10/15/2027			7,612.50	7,612.50	
12/31/2027					61,012.50
04/15/2028	45,000	3.500%	7,612.50	52,612.50	
10/15/2028			6,825.00	6,825.00	
12/31/2028					59,437.50
04/15/2029	50,000	3.500%	6,825.00	56,825.00	
10/15/2029			5,950.00	5,950.00	
12/31/2029					62,775.00
04/15/2030	50,000	3.500%	5,950.00	55,950.00	
10/15/2030			5,075.00	5,075.00	
12/31/2030					61,025.00
04/15/2031	55,000	3.500%	5,075.00	60,075.00	
10/15/2031			4,112.50	4,112.50	
12/31/2031					64,187.50
04/15/2032	55,000	3.500%	4,112.50	59,112.50	
10/15/2032			3,150.00	3,150.00	
12/31/2032					62,262.50
04/15/2033	60,000	3.500%	3,150.00	63,150.00	
10/15/2033			2,100.00	2,100.00	
12/31/2033					65,250.00
04/15/2034	60,000	3.500%	2,100.00	62,100.00	
10/15/2034			1,050.00	1,050.00	
12/31/2034					63,150.00
04/15/2035	60,000	3.500%	1,050.00	61,050.00	
12/31/2035					61,050.00
	26,195,000		2,715,334.51	28,910,334.51	28,910,334.51

ESCROW REQUIREMENTS

Town of Hempstead  
Refunding of Series 2010  
Refunding of Callable Bonds  
Current Market Rates + 10 bps

Period Ending	Interest	Principal Redeemed	Total
04/15/2019	528,100.00	26,405,000.00	26,933,100.00
	528,100.00	26,405,000.00	26,933,100.00



ESCROW DESCRIPTIONS DETAIL

Town of Hempstead  
Refunding of Series 2010  
Refunding of Callable Bonds  
Current Market Rates + 10 bps

Type of Security	Type of SLGS	Maturity Date	First Int Pmt Date	Par Amount	Rate	Max Rate
Refunding of Series 2010A, Global Proceeds Escrow, Jan 16, 2019:						
SLGS	Certificate	04/15/2019	04/15/2019	26,014,567	2.340%	2.340%
Refunding of Series 2010B, Global Proceeds Escrow, Jan 16, 2019:						
SLGS	Certificate	04/15/2019	04/15/2019	765,730	2.340%	2.340%
				26,780,297		

SLGS Summary

SLGS Rates File  
Total Certificates of Indebtedness

29NOV18  
26,780,297.00

ESCROW COST DETAIL

Town of Hempstead  
 Refunding of Series 2010  
 Refunding of Callable Bonds  
 Current Market Rates + 10 bps

Type of Security	Maturity Date	Par Amount	Rate	Total Cost
Refunding of Series 2010A, Global Proceeds Escrow:				
SLGS	04/15/2019	26,014,567	2.340%	26,014,567.00
Refunding of Series 2010B, Global Proceeds Escrow:				
SLGS	04/15/2019	765,730	2.340%	765,730.00
				26,780,297
				26,780,297.00

Escrow	Purchase Date	Cost of Securities	Cash Deposit	Total Escrow Cost	Yield
Refunding of Series 2010A, Global Proceeds Escrow:					
	01/16/2019	26,014,567	0.30	26,014,567.30	2.314678%
Refunding of Series 2010B, Global Proceeds Escrow:					
	01/16/2019	765,730	0.93	765,730.93	2.314680%
			26,780,297	1.23	26,780,298.23

ESCROW CASH FLOW

Town of Hempstead  
Refunding of Series 2010  
Refunding of Callable Bonds  
Current Market Rates + 10 bps

Date	Principal	Interest	Net Escrow Receipts
04/15/2019	26,780,297.00	152,801.77	26,933,098.77
	26,780,297.00	152,801.77	26,933,098.77

Escrow Cost Summary

Purchase date 01/16/2019  
Purchase cost of securities 26,780,297.00

ESCROW STATISTICS

Town of Hempstead  
 Refunding of Series 2010  
 Refunding of Callable Bonds  
 Current Market Rates + 10 bps

Escrow	Total Escrow Cost	Modified Duration (years)	Yield to Receipt Date	Yield to Disbursement Date	Perfect Escrow Cost	Value of Negative Arbitrage	Cost of Dead Time
Refunding of Series 2010A, Global Proceeds Escrow:							
	26,014,567.30	0.244	2.314678%	2.314678%	26,008,842.35	5,724.95	
Refunding of Series 2010B, Global Proceeds Escrow:							
	765,730.93	0.244	2.314680%	2.314680%	765,562.42	168.51	
	26,780,298.23				26,774,404.77	5,893.46	0.00

Delivery date 01/16/2019  
 Arbitrage yield 2.404754%

NYS EIC

Town of Hempstead  
 Refunding of Series 2010  
 Refunding of Callable Bonds  
 Current Market Rates + 10 bps

Effective Interest Cost	2.40528172%
Par	26,195,000.00
Accrued Interest -OID / +OIP	806,159.25
Proceeds	27,001,159.25

NPV of Debt Service at EIC

Date	Debt Service to Final Maturity	PV factor at EIC of 2.405%	PV of Cashflow
04/15/2019	431,659.51	0.9941065169	429,115.53
10/15/2019	454,825.00	0.9822930592	446,771.44
04/15/2020	6,509,825.00	0.9706199867	6,318,566.25
10/15/2020	348,862.50	0.9590856310	334,589.01
04/15/2021	6,588,862.50	0.9476883438	6,244,188.19
10/15/2021	239,662.50	0.9364264961	224,426.32
04/15/2022	6,674,662.50	0.9252984785	6,176,055.06
10/15/2022	127,050.00	0.9143027007	116,162.16
04/15/2023	6,782,050.00	0.9034375910	6,127,158.91
10/15/2023	10,587.50	0.8927015969	9,451.48
04/15/2024	50,587.50	0.8820931838	44,622.89
10/15/2024	9,887.50	0.8716108358	8,618.05
04/15/2025	49,887.50	0.8612530546	42,965.76
10/15/2025	9,187.50	0.8510183601	7,818.73
04/15/2026	54,187.50	0.8409052895	45,566.56
10/15/2026	8,400.00	0.8309123975	6,979.66
04/15/2027	53,400.00	0.8210382560	43,843.44
10/15/2027	7,612.50	0.8112814537	6,175.88
04/15/2028	52,612.50	0.8016405964	42,176.32
10/15/2028	6,825.00	0.7921143061	5,406.18
04/15/2029	56,825.00	0.7827012214	44,477.00
10/15/2029	5,950.00	0.7733999970	4,601.73
04/15/2030	55,950.00	0.7642093036	42,757.51
10/15/2030	5,075.00	0.7551278278	3,832.27
04/15/2031	60,075.00	0.7461542717	44,825.22
10/15/2031	4,112.50	0.7372873527	3,032.09
04/15/2032	59,112.50	0.7285258037	43,064.98
10/15/2032	3,150.00	0.7198683726	2,267.59
04/15/2033	63,150.00	0.7113138219	44,919.47
10/15/2033	2,100.00	0.7028609292	1,476.01
04/15/2034	62,100.00	0.6945084863	43,128.98
10/15/2034	1,050.00	0.6862552997	720.57
04/15/2035	61,050.00	0.6781001898	41,398.02
	28,910,334.51		27,001,159.25

PV SAVINGS

Town of Hempstead  
 Refunding of Series 2010  
 Refunding of Callable Bonds  
 Current Market Rates + 10 bps

Dated 01/16/2019  
 EIC Yield 2.405282%  
 Bond Par 26,195,000.00

Date	Refunded Debt Service	PV Refunded Debt Service	Refunding Debt Service	PV Refunding Debt Service	Gross Savings	PV Savings
04/15/2019	528,100.00	524,987.65	431,659.51	429,115.53	96,440.49	95,872.12
10/15/2019	528,100.00	518,748.96	454,825.00	446,771.44	73,275.00	71,977.52
04/15/2020	6,633,100.00	6,438,219.43	6,509,825.00	6,318,566.25	123,275.00	119,653.18
10/15/2020	406,000.00	389,388.77	348,862.50	334,589.01	57,137.50	54,799.76
04/15/2021	6,731,000.00	6,378,890.24	6,588,862.50	6,244,188.19	142,137.50	134,702.05
10/15/2021	279,500.00	261,731.21	239,662.50	224,426.32	39,837.50	37,304.89
04/15/2022	6,834,500.00	6,323,952.45	6,674,662.50	6,176,055.06	159,837.50	147,897.40
10/15/2022	148,400.00	135,682.52	127,050.00	116,162.16	21,350.00	19,520.36
04/15/2023	6,958,400.00	6,286,480.13	6,782,050.00	6,127,158.91	176,350.00	159,321.22
10/15/2023	12,200.00	10,890.96	10,587.50	9,451.48	1,612.50	1,439.48
04/15/2024	52,200.00	46,045.26	50,587.50	44,622.89	1,612.50	1,422.38
10/15/2024	11,400.00	9,936.36	9,887.50	8,618.05	1,512.50	1,318.31
04/15/2025	51,400.00	44,268.41	49,887.50	42,965.76	1,512.50	1,302.65
10/15/2025	10,600.00	9,020.79	9,187.50	7,818.73	1,412.50	1,202.06
04/15/2026	55,600.00	46,754.33	54,187.50	45,566.56	1,412.50	1,187.78
10/15/2026	9,700.00	8,059.85	8,400.00	6,979.66	1,300.00	1,080.19
04/15/2027	54,700.00	44,910.79	53,400.00	43,843.44	1,300.00	1,067.35
10/15/2027	8,800.00	7,139.28	7,612.50	6,175.88	1,187.50	963.40
04/15/2028	53,800.00	43,128.26	52,612.50	42,176.32	1,187.50	951.95
10/15/2028	7,900.00	6,257.70	6,825.00	5,406.18	1,075.00	851.52
04/15/2029	57,900.00	45,318.40	56,825.00	44,477.00	1,075.00	841.40
10/15/2029	6,900.00	5,336.46	5,950.00	4,601.73	950.00	734.73
04/15/2030	56,900.00	43,483.51	55,950.00	42,757.51	950.00	726.00
10/15/2030	5,900.00	4,455.25	5,075.00	3,832.27	825.00	622.98
04/15/2031	60,900.00	45,440.80	60,075.00	44,825.22	825.00	615.58
10/15/2031	4,800.00	3,538.98	4,112.50	3,032.09	687.50	506.89
04/15/2032	59,800.00	43,565.84	59,112.50	43,064.98	687.50	500.86
10/15/2032	3,700.00	2,663.51	3,150.00	2,267.59	550.00	395.93
04/15/2033	63,700.00	45,310.69	63,150.00	44,919.47	550.00	391.22
10/15/2033	2,500.00	1,757.15	2,100.00	1,476.01	400.00	281.14
04/15/2034	62,500.00	43,406.78	62,100.00	43,128.98	400.00	277.80
10/15/2034	1,300.00	892.13	1,050.00	720.57	250.00	171.56
04/15/2035	66,300.00	44,958.04	61,050.00	41,398.02	5,250.00	3,560.03
	29,828,500.00	27,864,620.93	28,910,334.51	27,001,159.25	918,165.49	863,461.68

Savings Summary

Plus: Rounding Amount	861.02
Less: Contribution Amount	
PV Savings	863,461.68
Net PV Savings	864,322.70
Savings %	3.300%

EXHIBIT B

PERIODS OF PROBABLE USEFULNESS

(2010A Bonds)

Highway and Road Improvements	15
Highway and Road Improvements 2	15
Water UIC Consent – USEPA	10
General Fund Bulkheads	20
General Fund Disaster Recovery System – 2008	5
Town Hall Cafeteria Fire System	20
Part Town 2008 Light Equipment	5
Sanitation Dept. 2008 Light Equipment	5
New Tax Assessment System	10
Purchase of Public Safety Patrol Vehicles	3
General Fund Light Equipment	5
General Fund Medium Heavy Equipment	10
General Fund Heavy Equipment	15
Computer Bond 2009	5
DGS Tank Management Program	10
DGS Tank Management – UIC	10
DGS Building Improvements	5
Construction of Animal Shelter Cages	5
DGS Building Improvements 2	10
C&W Misc Light Equipment	5
C & W Heavy Equipment	15
CW – Purchase of Bobcat	10
Scanning & Indexing of Building Records	5
Animal Shelter Patrol Vans	15
Purchase of Water Meters	5
Water Dept Light Equipment	5
Water Dept Heavy Equipment	15
Parks Passenger Vehicles	3
Parks Misc Light Equipment	5
Parks Misc Heavy Equipment	15
Parking Fields Heavy Equipment	15
Town Wide Scanning Project	5
Computer Bond 2010	5
JT Park District	15
Levittown Park District	15
Town of Hempstead Park District	15
Construction of Parking Field – Oceanside	10
Improvements to East Meadow Water District	40
Improvements East End Turnpike Parking District	15
Improvements Seaford Parking District	15
Improvements Lido Pt Lookout Water District	15
Reconstruction of Parking Field L-1 Levittown Park District	15
Street Lighting Upgrade 2008	5
Purchase Misc Light Equipt– Refuse Disposal	5
Purchase Heavy Equipment – Refuse Disposal	15
Highway Misc Light Equipment – 2008	5

Highway Light Equipment	5
Highway Heavy Equipment – 2009	15
Highway Road Improvements – 2009	15
Franklin Square Water District Wellhead Treatment System	40

Doc #03-148754.1



EXHIBIT A  
PROPOSED REFUNDING FINANCIAL PLAN

Doc #03-148754.1

--	--	--

**EXHIBIT B**

**PERIODS OF PROBABLE USEFULNESS**

**(2010A Bonds)**

Highway and Road Improvements	15
Highway and Road Improvements 2	15
Water UIC Consent – USEPA	10
General Fund Bulkheads	20
General Fund Disaster Recovery System – 2008	5
Town Hall Cafeteria Fire System	20
Part Town 2008 Light Equipment	5
Sanitation Dept. 2008 Light Equipment	5
New Tax Assessment System	10
Purchase of Public Safety Patrol Vehicles	3
General Fund Light Equipment	5
General Fund Medium Heavy Equipment	10
General Fund Heavy Equipment	15
Computer Bond 2009	5
DGS Tank Management Program	10
DGS Tank Management – UIC	10
DGS Building Improvements	5
Construction of Animal Shelter Cages	5
DGS Building Improvements 2	10
C&W Misc Light Equipment	5
C & W Heavy Equipment	15
CW – Purchase of Bobcat	10
Scanning & Indexing of Building Records	5
Animal Shelter Patrol Vans	15
Purchase of Water Meters	5
Water Dept Light Equipment	5
Water Dept Heavy Equipment	15
Parks Passenger Vehicles	3
Parks Misc Light Equipment	5
Parks Misc Heavy Equipment	15
Parking Fields Heavy Equipment	15
Town Wide Scanning Project	5
Computer Bond 2010	5
JT Park District	15
Levittown Park District	15
Town of Hempstead Park District	15
Construction of Parking Field – Oceanside	10
Improvements to East Meadow Water District	40
Improvements East End Turnpike Parking District	15
Improvements Seaford Parking District	15
Improvements Lido Pt Lookout Water District	15
Reconstruction of Parking Field L-1 Levittown Park District	15
Street Lighting Upgrade 2008	5
Purchase Misc Light Equipmt– Refuse Disposal	5
Purchase Heavy Equipment – Refuse Disposal	15
Highway Misc Light Equipment – 2008	5

Highway Light Equipment	5
Highway Heavy Equipment – 2009	15
Highway Road Improvements – 2009	15
Franklin Square Water District Wellhead Treatment System	40

Doc #03-148754.1

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution  
and moved its adoption as follows:

RESOLUTION AUTHORIZING PAYMENTS TO NEWSDAY, INC. AND RICHNER COMMUNICATIONS, INC. FOR ADVERTISING SERVICES TO PROMOTE PARTICIPATION IN THE HOUSING CHOICE VOUCHER PROGRAM.

WHEREAS, the Town of Hempstead (the "Town") deems it to be in the public interest to attract new landlords to participate in the Housing Choice Voucher program (the "Program"), and to promote and advertise them through various media outlets in an effort to increase awareness and maximize participation; and

WHEREAS, Newsday, Inc. located at 235 Pinelawn Road, Melville, New York, 11747, and Richner Communications, Inc. located at 2 Endo Blvd., Garden City, NY 11530 have agreed to promote the Program through the publication of a 1/8 page black & white ad to run outside of the classified section and published in Newsday Nassau publication, and the following Richner Communications, Inc. publications: Baldwin Herald, Bellmore Herald Life, East Meadow Herald, Franklin Square / Elmont Herald, Malverne / West Hempstead Herald, Merrick Herald Life, Nassau Herald, South Shore Record, Oceanside/Island Park Herald, Seaford Herald Citizen, Wantagh Herald Citizen (the "Advertisement"); and

WHEREAS, the Advertisement will be published once per week for four weeks commencing approximately on December 14, 2018 (the "Services"), at the following cost to the Town:

Newsday	\$560.00 per week/\$2,240.00 total
Richner Communications, Inc.	\$733.14 per week/\$2,932.56 total (collectively, the "Payment")

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

NOW, THEREFORE, BE IT

RESOLVED, that payment to Newsday, Inc. for the Services as above stated, is hereby authorized in the amount of \$2,240.00, and be it further

RESOLVED, that payment to Richner Communications, Inc. for the Services as above stated, is hereby authorized in the amount of \$2,932.56; and be it further

RESOLVED, that the Comptroller be and hereby is authorized and directed to pay a total not to exceed \$2,240.00 to Newsday, Inc., and a total not to exceed \$2,932.56 to Richner Communications, Inc., and such amounts are to be charged against Account Number 030-012-9000-4151.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 50  
Case # 6473

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution

and moved its adoption:

**RESOLUTION AUTHORIZING THE COMMISSIONER OF GENERAL SERVICES TO ACCEPT THE PROPOSAL FROM SHI INTERNATIONAL CORP. FOR BCC MAIL MANAGER 2010 LICENSE RENEWAL, AND UNLIMITED NCOA LIMITED SERVICE ANNUAL SUBSCRIPTION OF BCC SOFTWARE, ON NYS CONTRACT # 67647, IN USE BY THE DEPARTMENT OF GENERAL SERVICES, REPRODUCTION/MAIL SERVICES DIVISION, TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK**

WHEREAS, SHI International Corp. submitted a proposal for BCC Mail Manager 2010 License Renewal, in use by the Department of General Services, Reproduction/Mailroom Division, Town of Hempstead, Nassau County, New York in the amount of \$2,619.29 (Two Thousand Six Hundred Nineteen Dollars and Twenty Nine Cents) to be paid annually as follows:

PRODUCT	QTY	PRICE
BCC Mail Manager 2010 License Renewal Automated Equipment Service, Inc. NYS Contract # PD67647	1	\$2,619.29

WHEREAS, said proposal will be in effect from December 15, 2018 through December 14, 2019; and

WHEREAS, this Town Board, after due deliberation deems that the proposal submitted by SHI International Corp. is reasonable and in the best interest of the public;

NOW, THEREFORE, BE IT

RESOLVED, that the Commissioner of General Services be and hereby is authorized to accept the proposal from SHI International Corp., Billing Address 290 Davidson Avenue, Somerset, New Jersey 08873, Mailing Address 5 W. Bank Street, Cold Spring, New York 10516 with said fees to be charged against Department of General Services Account No. 010-001-1490-4030, Maintenance of Equipment.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 51  
17437

CASE NO.

RESOLUTION NO.

Adopted:

offered the following

resolution and moved its adoption:

**RESOLUTION AUTHORIZING THE COMMISSIONER OF GENERAL SERVICES TO ACCEPT THE PROPOSAL FROM MARK ANDY INC. DBA MARK ANDY PRINT PRODUCTS AND AWARD THE CONTRACT FOR THREE YEARS FOR: LABOR, PARTS AND SERVICE FOR THE PRESSTEK DIMENSION PLATEMAKER MODEL #DIM225 IN USE BY THE DEPARTMENT OF GENERAL SERVICES, REPRODUCTION SERVICES DIVISION TOWN OF HEMPSTEAD, COUNTY OF NASSAU, NEW YORK**

WHEREAS, Mark Andy Inc. DBA Mark Andy Print Products, submitted a proposal for a three year Software Renewal and Hardware Maintenance Contract for the Presstek Dimension Platemaker Model # DIM225 in use by the Department of General Services, Reproduction Services Division, is in effect from January 1, 2019 through January 1, 2022; and

WHEREAS, Mark Andy Inc. DBA Mark Andy Print Products, is the sole source provider for parts and service for Presstek Dimension Platemaker Model # DIM225; and

WHEREAS, Mark Andy Inc .DBA Mark Andy Print Products quote for up to three (3) years is as follows:

Year 1 to be invoiced at \$921.00 per month

Year 2 to be invoiced at \$939.42 per month

Year 3 to be invoiced at \$958.21 per month; and

WHEREAS, the Town Board after due deliberation, believes that the proposal for Preventative Maintenance and Servicing of Equipment is reasonable and would be in the best interest of the public; and

NOW, THEREFORE, BE IT

RESOLVED, that the Commissioner of General Services be and is hereby authorized to accept the proposal from Mark Andy Inc. DBA Mark Andy Print Products, located at 18081 Chesterfield Airport Road Chesterfield MO 63005, described above is hereby accepted for a maximum cost of \$33,823.56 (Thirty Three Thousand Eight Hundred and Twenty Three Dollars and Fifty Six Cents) for three years for Labor, Parts and Service for the Presstek Dimension Platemaker Model #DIM225 with monthly payments of \$921.00 (Nine Hundred Twenty One Dollars and No Cents) for year one, \$939.42 (Nine Hundred Thirty Nine Dollars and Forty Two Cents) per month for year two, and \$958.21 (Nine Hundred Fifty Eight Dollars and Twenty One Cents) for year three paid in the arrears made from Account Number 010-001-1490-4030, Maintenance & Service of Equipment.

The foregoing resolution was adopted upon roll call as follows:

AYES:  
NOES

Item #

52

Case #

17437

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 ROAD IMPROVEMENT OF CASPER AVENUE/BERT PLACE AREA, EAST MEADOW; DIVISION AVENUE, LEVITTOWN; AND SHERMAN COURT, WESTBURY, TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK PW# 26-18

WHEREAS, the Commissioner of General Services (the "Commissioner") solicited bids for the Road Improvement of Casper Avenue/Bert Place Area, East Meadow; Division Avenue, Levittown; and Sherman Court, Westbury, Town of Hempstead, Nassau County, New York; PW# 26-18 (the "Project"); and

WHEREAS, the bids submitted pursuant to such solicitation were opened and read in the office of the Commissioner on November 15, 2018; and

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

Richard W. Grim, Inc.	\$1,214,435.00
Valente Contracting	\$1,223,935.00
Pratt Brothers	\$1,276,785.00

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 \$1,214,435.00, 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 \$1,214,435.00

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 \$1,214,435.00; 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 \$1,214,435.00 with payments to be made from the Town Highway Capital Improvement Funds, Account Nos.: 9561-503-9561-5010 and 9559-503-9559-5010

The foregoing resolution was adopted upon roll call as follows:

AYES:  
NOES:

Item # 53  
Case # 28692

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE AWARD OF A BID TO ROADWORK AHEAD, INC. FOR ROAD IMPROVEMENT OF ROSEMONT STREET AREA, BELLMORE, CARRIE COURT, EAST MEADOW, THIRD AVENUE/OAK COURT, MERRICK, TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK PW# 30-18

WHEREAS, the Commissioner of General Services (the "Commissioner") solicited bids for the Road Improvement of Rosemont Street Area, Bellmore, Carrie Court, East Meadow and Third Avenue/Oak Court Merrick, Town of Hempstead, Nassau County, New York; PW# 30-18 (the "Project"); and

WHEREAS, the bids submitted pursuant to such solicitation were opened and read in the office of the Commissioner on November 26, 2018; and

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

Roadwork Ahead, Inc.	\$958,120.00
Valente Contracting	\$990,945.00
Laser Industries	\$1,026,545.00

WHEREAS, the Commissioner of the Engineering Department reported that lowest bid was received from Roadwork Ahead, Inc., 2186 Kirby Lane, Syosset, New York 11791 in the sum of \$958,120.00, 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 Roadwork Ahead, Inc. as the lowest responsible bidder at its bid price of \$958,120.00

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board hereby awards a contract for the Project to Roadwork Ahead, Inc., 2186 Kirby Lane, Syosset, New York 11791, as the lowest responsible bidder at its bid price of \$958,120.00; and be it further

RESOLVED, that upon execution of the contract by Roadwork Ahead, 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 Roadwork Ahead, and authorizes and directs the Comptroller to pay the cost of the Project in accordance with the contract in the amount of \$958,120.00 with payments to be made from the Town Highway Capital Improvement Funds, Account Nos.: 9561-503-9561-5010 and 9559-503-9559-5010.

The foregoing resolution was adopted upon roll call as follows:

AYES:  
NOES:

Item # 54

Case # 28692



CASE NO:

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption as follows:

RESOLUTION AUTHORIZING THE DIRECTOR OF HUMAN RESOURCES TO EXECUTE AN AGREEMENT WITH LABOR EDUCATION AND COMMUNITY SERVICES AGENCY, INC.

WHEREAS, the Town currently provides an Employees Assistance program for its employees; and

WHEREAS, it is desired that this Employee Assistance Program be supplemented to provide greater assistance to Town of Hempstead employees; and

WHEREAS, Labor Education and Community Services Agency, Inc. has submitted a proposed contract to the Town of Hempstead Department of Human Resources outlining certain services to be provided to Town of Hempstead employees; and

WHEREAS, it is the recommendation of the Department of Human Resources and it is in the best interest of the Town that this agreement be accepted;

NOW, THEREFORE, BE IT

RESOLVED, that the Director of Human Resources is hereby authorized to execute the agreement with Labor Education and Community Services Agency, Inc. 390 Rebro Drive, Hauppauge, New York to provide an employee assistance program for the period of October 1,2018 through February 28,2019 and that payment for such program be made to Labor Education and Community Services Agency, Inc. in the amount of \$21,666.65 to be paid in two ((2) installments of \$10,833.33 from undistributed General Fund, Fees and Services Account No. 010-012-9000-4151.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

item # 59

Case # 27868

**LABOR EDUCATION & COMMUNITY SERVICE AGENCY, INC.**  
**EMPLOYEE ASSISTANCE PROGRAM**  
390 Rabro Drive  
Hauppauge, New York 11788  
(631) 851-1295  
(631) 851-1299

**SERVICE AGREEMENT  
BETWEEN:**

**LECSA**

**EMPLOYEE ASSISTANCE PROGRAM**

**AND**

**Town of Hempstead**

**October 1, 2018 – February 28, 2019**

## **INTRODUCTION**

The Labor Education & Community Services Agency, Inc. (LECSA) proposes to conduct an Employee Assistance Program for the **Town of Hempstead**. The staff at LECSA-EAP regards each employee who calls and/or walks through our doors as an individual, to be treated with respect and dignity.

### **LECSA provides...**

- Assessment and short-term counseling for employees and management as well as referrals to outside providers.
- Training for management on how to make referrals to the EAP program. This involves training in how to speak with employees to facilitate a productive exchange and prevent counterproductive behavior.

## **LECSA'S OBLIGATION TO YOU**

We will implement this contract on **October 1, 2018**. In the event that this contract is ever not renewed by the **Town of Hempstead** we will stand by you for 30 days to make sure your employees' treatment is never undermined.

We are not affiliated with any hospitals, insurance companies or treatment centers. This gives us the ability to manage our program independently. We will be available to the employees as well as their family members.

## **DELIVERY OF SERVICE**

At LECSA, a counselor takes on many roles:

- Providing evaluation, assessment and short term counseling to employees and their family members.
- Linking individuals with existing resources such as therapists, alcohol/other drug treatment programs, self-help groups, financial counseling agencies, and legal services.
- Providing referrals to Social Service agencies for those employees in immediate need.
- Providing guidance regarding how to approach an individual about his/her substance use and getting the individual into the proper treatment program.
- Education about appropriate behaviors to prevent problems from developing in the work environment.

Our counselors are available, if needed, 24 hours a day, seven days a week. Any time a call is not answered by our staff (after hours or on weekends) our live answering service will answer the call. In an emergency, the service is able to get in touch with one of our counselors who will return the call as soon as possible.

We provide a monthly mental health topic article which is sent to a contact person for distribution to the employees and to be posted conspicuously where employees can read it. The newsletter covers a variety of subjects and members are encouraged to call our office if they would like more information on the monthly subject matter.

### **HOW TO GET HELP:**

**Call our office directly.** Calling the EAP is a positive first step. Your courage and commitment will pay dividends in time. We can explore your options and decide how the EAP can help with issues in your personal life as well as on the job. Family members are also covered by the LECSA-EAP contract.

Whether an employee's needs can be met with just a few sessions or they will require long term treatment will be determined soon after the first call is placed. If an employee would like to come to our office, an appointment will be scheduled as soon as schedules permit. If it is determined at that time that resolution to the problem is possible in 2-3 sessions, the employee will continue to come to our offices. At times a direct referral to an outside provider may be preferable or clinically indicated. This is a decision that is made jointly by our trained staff and the employee.

Our clinicians are licensed social workers with specialty certifications in DOT, SAP requirements, experiential therapy, addictions, and employee assistance.

We will refer only to providers with whom we have established relationships and who participate in the employee's insurance plan. LECSA-EAP only works with providers who are licensed by the State of New York and will be chosen from our list of private practitioners, local mental health clinics, other licensed treatment programs as well as support groups. Before we refer an employee to any practitioner, LECSA has obtained the practitioner's credentials, specialties, training background and malpractice insurance verification. We determine their certifications/specialties, hours of operation and what insurances they accept. We closely monitor this list, edit it often and continually add new providers to it.

## **MANDATED/ADMINISTRATIVE REFERRALS**

If an employee is referred to LECSA-EAP as the result of a positive drug test special productive confrontational approaches are needed. In such cases our clinicians will make full use of their knowledge in the dynamics of substance use. In addition, we have qualified substance abuse professionals (SAP) on staff, as required by the D.O.T.

We also handle other kinds of administrative referrals due to problematic behavior in the workplace, excessive use of sick time, etc.

For DWI cases our assessment specialists are authorized by the NY State Office of Alcoholism and Substance Abuse Services (OASAS) to perform DMV evaluations and referrals.

## **CONFIDENTIALITY**

Your employees are guaranteed to receive confidential services. Our licensed clinical staff members strictly adhere to the Health Information Portability Privacy Act (HIPPA) guidelines, and Federal Confidentiality laws (CFR-42) We act in accordance with town and government regulations to ensure that the privacy of each individual is respected.

In order for LECSA to release any confidential information about one of our clients the identified individual must sign consent to release information form which authorizes us to share only the designated specific information with third parties. In cases of extreme emergency (suicidal, homicidal intent) and whenever child abuse is disclosed a signed consent is not required to notify the appropriate authorities.

## **CRISIS OR CATASTROPHE**

We have a track record in working in the aftermath of a crisis. When traumatic events occur we are there with the appropriate support necessary to help employees cope with catastrophic events. We can work with both individuals and entire work units to help resolve anger, fear, blame, shame and guilt. We understand what psychological responses to expect.

## **OUTREACH TO EMPLOYEES**

We will provide orientation for all employees to inform them about their EAP program benefits. We also recommend regular meetings with the Organization Coordinating Committee to assure that your program is running effectively. We will assist the Coordinating Committee with preparation of

written policies/procedures and the development of community resources.

## **REPORTS**

We will provide yearly statistical reports with complete confidentiality (i.e., no employee is identified). If requested, we will provide quarterly statistical reporting.

## **SECURITY**

LECSA will ensure that our personnel comply with all appropriate operational and lawful requirements.

All our employees shall possess for the term of this agreement the necessary qualifications, permits and licenses in order to perform the services required including malpractice and liability insurance.

**Please note: any combination of 5 of the following workshops are available under this contract.**

- **Employee Orientation**
- **Stress Management**
- **Anger Management**
- **Supervisory Training**
- **Sexual Harassment**

### **Summary of LECSA-EAP Services**

**Assessment / Evaluation**  
**DOT, SAP Cases, DWI Cases**

**Short-Term Treatment**

**Referrals for Long-Term Treatment**

**Chemical Dependency Intervention**

**Case Management Services**

**Social Service Information**

**Supervisory Help**

**Monthly Mental Health Topic Articles**

**Crisis Intervention**

**Orientations**

**Coordinating Committee Assistance**

**Workshops**

**Statistical Reports**

### **COST OF CONTRACT**

The contract will be in effect for five months and the cost for all services for all employees, full-time, part-time, and seasonal will be \$21,666.65.

Payments shall be made in two (2) installments of \$ 10,833.33.

The five month fee covers all clinical services, referrals, management consultation, DOT mandated activities, training, workshops, and record keeping, out-reach materials and advice.



**INDEMNITY CLAUSE**

Lecca shall defend, indemnify the Town, its agents, servants and employees from any and all damages or claims whatsoever, occasioned by or caused to any person, partnership, association or corporation, or occasioned by or caused to any property arising out of its performance pursuant to the terms of this agreement provided, however, that any liability arising out of or in connection with this agreement was not caused by or resulting from the negligence of the Town.

LECSA shall take and assume all responsibility for its actions taken pursuant to this Agreement and take all reasonable precautions for the prevention of injuries to persons and property; LECSA shall bear all losses and LECSA and its surety or insurance company shall assume the defense of and indemnify and save harmless the Town and its officers, employees and agents, from any and all claims for injuries or damages to any person, corporation or property, caused by, or in any way arising out of the performance by LECSA, its agents, servants or employees.

\_\_\_\_\_  
William F. Sammon Jr.  
Director of Human Resources

\_\_\_\_\_  
Date

**LABOR EDUCATION & COMMUNITY SERVICES AGENCY, INC.**

\_\_\_\_\_  
Roger Clayman

\_\_\_\_\_  
10/1/2018

\_\_\_\_\_  
Roger Clayman,  
Executive Director

\_\_\_\_\_  
Date

APPROVED

\_\_\_\_\_  
**DIRECTOR OF HUMAN RESOURCES**  
DATE

APPROVED

\_\_\_\_\_  
**DIRECTOR OF PURCHASING**

APPROVED AS TO FORM

\_\_\_\_\_  
**SENIOR DEPUTY TOWN ATTORNEY**  
DATE 12/5/18

1. \_\_\_\_\_  
Christopher Cianciulli  
Town Board Chief of Staff  
12/5/18

APPROVED AS TO  
AVAILABLE FUNDS  
By \_\_\_\_\_  
Date \_\_\_\_\_  
Kevin R. Conroy  
TOWN COMPTROLLER

**INDEMNITY CLAUSE**

Lecsa shall defend, indemnify the Town, its agents, servants and employees from any and all damages or claims whatsoever, occasioned by or caused to any person, partnership, association or corporation, or occasioned by or caused to any property arising out of its performance pursuant to the terms of this agreement provided, however, that any liability arising out of or in connection with this agreement was not caused by or resulting from the negligence of the Town.

LECSA shall take and assume all responsibility for its actions taken pursuant to this Agreement and take all reasonable precautions for the prevention of injuries to persons and property; LECSA shall bear all losses and LECSA and its surety or insurance company shall assume the defense of and indemnify and save harmless the Town and its officers, employees and agents, from any and all claims for injuries or damages to any person, corporation or property, caused by, or in any way arising out of the performance by LECSA, its agents, servants or employees.

\_\_\_\_\_  
William F. Sammon Jr.  
Director of Human Resources

\_\_\_\_\_  
Date

**LABOR EDUCATION & COMMUNITY SERVICES AGENCY, INC.**

*Roger Clayman*  
\_\_\_\_\_  
Roger Clayman,  
Executive Director

10/1/2018  
\_\_\_\_\_  
Date

**INDEMNITY CLAUSE**

Lecsa shall defend, indemnify the Town, its agents, servants and employees from any and all damages or claims whatsoever, occasioned by or caused to any person, partnership, association or corporation, or occasioned by or caused to any property arising out of its performance pursuant to the terms of this agreement provided, however, that any liability arising out of or in connection with this agreement was not caused by or resulting from the negligence of the Town.

LECSA shall take and assume all responsibility for its actions taken pursuant to this Agreement and take all reasonable precautions for the prevention of injuries to persons and property; LECSA shall bear all losses and LECSA and its surety or insurance company shall assume the defense of and indemnify and save harmless the Town and its officers, employees and agents, from any and all claims for injuries or damages to any person, corporation or property, caused by, or in any way arising out of the performance by LECSA, its agents, servants or employees.

\_\_\_\_\_  
William F. Sammon Jr.  
Director of Human Resources

\_\_\_\_\_  
Date

**LABOR EDUCATION & COMMUNITY SERVICES AGENCY, INC.**

*Roger Clayman*  
\_\_\_\_\_  
Roger Clayman,  
Executive Director

10/1/2018

\_\_\_\_\_  
Date

Jonathan L. Goosby  
Edward A. Ambrosino  
Bruce A. Blakeman  
Erin King Sweeney  
Anthony P. D'Esposito  
Dennis Dunn Sr.

Nasrin G. Ahmad  
Town Clerk

Donald X. Clayin, Jr.  
Receiver of Taxes

William F. Samitón, Jr.  
Director

# Town of Hempstead

Department  
of

Human Resources

350 FRONT STREET, HEMPSTEAD, N.Y. 11550-4037  
(516) 489-5000



ANTHONY J. SANTINO  
Supervisor

## CONTRACTOR'S /VENDOR'S NAME

### DISCLOSURE STATEMENT

CONTRACTOR/VENDOR NAME: Labour Education Community Services Agency

ADDRESS: 390 Rabo Drive

CITY & STATE: Hempstead Ny 117

PAYEE IDENTIFICATION OR SOCIAL SECURITY NO.: [REDACTED]

TYPE OF BUSINESS: EAP Program

CORPORATION SIC PARTNERSHIP: \_\_\_\_\_

TABLE OF ORGANIZATION, PLEASE LIST ON SEPARATE SHEET: Name & Addresses of all principals, that is, all individuals serving on the Board of Directors or comparable body, names & addresses of all partner, name & addresses of all corporate officers.

List all names & addresses of those individual shareholders holding more than five percent (5%) interest in the firm: (If Applicable)

SIGNATURE: Jonathan A. Santino Date: 9/1/18

TITLE: Contractor

LECSA Executive Board  
2018

<u>Name</u>	<u>Union</u>	<u>Address</u>
Dominick Macchia	IBEW	12 Elmwood Lane Syosset, NY 11791
Gemma deLeon	UFCW/RWDSU International Rep.	370 7 <sup>th</sup> Avenue New York, NY 10001
John Durso	RWDSU Local 338	1505 Kellum Place Mineola, NY 11501
Nicholas LaMorte	CSEA Region 1	3 Garret Place Commack, NY 11725
William Hennessey	ILA Local 342	501 William Floyd Pkwy Shirley, NY 11967
Patrick Guidice	IBEW Local 1049	100 Corporate Drive Holtsville, NY 11742
Walter Barton	NALC	630 Broadway Amityville, NY 11701
Matthew Aracich	Nass/Suff Bldg Trades Council	300 Motor Parkway Hauppauge, NY 11788

---

CASE NO.

RESOLUTION NO.

Adopted:

Councilman

offered the following resolution and moved

its adoption:

RESOLUTION AUTHORIZING THE EXECUTION OF CONSULTING  
AND REPORTING AGREEMENTS WITH BEACONPATH, INC.

WHEREAS, The Patient Care and Affordable Care Act of 2010 contains certain reporting requirements whereby employee information must be delivered to the Internal Revenue Service; and

WHEREAS, the reporting of this information requires certain specialized knowledge and software programs; and

WHEREAS, Beaconpath, Inc. 26522 La Alameda, Suite 210 Mission Viejo, California 92691, provides consulting services necessary to ensure compliance with the Affordable Care Act, with fees payable to Beaconpath, Inc. at a rate of twelve dollars (\$12.00) per employee reported to the Internal Revenue Service, and said Beaconpath, Inc. has submitted agreements to provide such services on behalf of the Town of Hempstead effective December 1, 2018 through April 30, 2019 in the amount of \$ 30,156.00 to be paid in two payments of \$15,078.00 and subject to termination on 30 days' notice:

NOW, THEREFORE, BE IT

RESOLVED, that the Director of Human Resources is hereby authorized to enter into said agreements with Beaconpath, Inc. for the performance of such necessary services, and the Supervisor is authorized to pay the required fees and costs from the appropriate department's fees and services account.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

56

29593

## ACA Employer Reporting Agreement for Town of Hempstead

This ACA Employer Reporting AGREEMENT (hereinafter referred to as the "**Agreement**") is effective as of December 1, 2018 by and between BeaconPath Inc. a California Corporation (hereinafter "**Consultant**") and Town of Hempstead, New York (hereinafter "**Company**") (collectively the "**Parties**" and each a "**Party**").

WHEREAS, Company and Consultant desire to enter into a business relationship upon the terms and subject to the conditions set forth in this Agreement; and

WHEREAS, each Party is duly authorized and capable of entering into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties, and obligations set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Term.** The term of performance under this Agreement shall be from December 1, 2018 through April 30, 2019.
2. **Compensation**
  - a. **Pay Structure.** Company hereby agrees to pay Consultant as follows: The Company agrees to pay BeaconPath \$12.00 for each of the Company's employees regarding whom BeaconPath provides reporting and document delivery services on the Company's behalf. The final fee will be based on the number of Employees to whom BeaconPath delivers a form 1095 via the U.S. Postal Service. Payment will be made as compensation for Services rendered to Company. Consultant is to be paid only for Services actually rendered while Consultant is actually performing Services under this Agreement.
  - b. **Pay Period.** Upon its signature of this Agreement, BeaconPath requires a deposit in the amount of \$15,078.00 to be credited towards the total amount of the total service fee specified above. The deposit is based on one-half of the total 2017 reported and delivered Forms 1095, which was 2513. Upon delivery of the Company's employees' form 1095 to the U.S. Postal Service, BeaconPath will present the Company with an invoice by February 27, 2019 for the remainder of the unpaid amount of the service fee. Once BeaconPath is in receipt of final payment we will complete the electronic filing to the IRS of the Company's Form 1094 and Form 1095s. Please understand that the timely electronic filing with the IRS cannot be guaranteed if the invoice is not paid on or before March 15, 2019.

- c. **Business Expenses.** Unless Company gives its prior written consent to the contrary, Company will NOT reimburse Consultant for out-of-pocket and other such business expenses incurred in connection with carrying out Consultant's duties and responsibilities, and Consultant will be solely responsible for paying these expenses itself.
  3. **Benefits.** N/A
  4. **Consultant Services.** Consultant is being hired by Company as a (n) Employee Benefits Consultant, specializing in ACA Employer Reporting consultation. Consultant Services (the "Services") to be performed under this Agreement shall include: See attached ACA Employer Reporting Proposal dated December 1, 2018. In addition to any Services specified in this Agreement, Consultant shall have such job duties, change orders, and additional Services as may from time to time be reasonably assigned to Consultant by Company within the scope of the Services or reasonably contemplated by this Agreement. Company and Consultant shall negotiate the terms of compensation for any additional Services required by Company if such additional Services require substantially more time, effort, or expense by Consultant. Consultant is responsible for determining the method and means of performing the Services, subject to the parameters, specifications, objectives, and timeline given by Company. Consultant acknowledges that by virtue of Consultant's position and responsibilities, Consultant will have fiduciary duties to Company and a duty of loyalty to Company and will, at all times, act in a manner consistent with these duties and abide by Company's reasonable rules, regulations, instructions, and directions.
  5. **Extent of Services.** During this Agreement, Consultant shall devote his or her time, energy, and attention to the benefit and business of Company as may be reasonably necessary in performing Consultant's duties pursuant to this Agreement. Any outside work or employment engaged in by Consultant must not interfere or conflict with Consultant's ability to properly perform the Services or conflict with any provision of this Agreement. Nothing in this Agreement shall be construed as limiting Consultant's right to invest his or her money in real estate, stocks, or other such investments requiring limited maintenance and that do not take any significant amount of Consultant's time, energy, and attention away from Consultant's duties to Company.
  6. **Relationship of the Parties.** Consultant is an independent contractor, not Company's employee, and nothing in this Agreement shall create an employment, agency, joint venture, or partnership relationship between the Parties. In addition, nothing in this Agreement shall require the Parties to provide one another with Confidential Information or Trade Secrets in their respective possession.
-



7. **No Authority.** Unless Company otherwise gives its prior written authorization, Consultant shall have no authority to act as agent for Company, to represent Company, or bind Company in any manner.

8. **Subcontractors.** Without prior written consent from Company, Consultant may not use subcontractors to perform the Services, such consent not to be unreasonably withheld by Company.

9. **Termination**

a. **At-Will Contractor.** Consultant is an at-will contractor and, as such, either Party may terminate this Agreement at any time, with or without cause, by providing the required notice. This Agreement shall also terminate as follows: (i) upon the death of Consultant; (ii) upon Company dissolving, becoming insolvent, filing bankruptcy, or ceasing all business operations; or (iii) sale of the business of either Party.

b. **Notice Required.** Where this Agreement is terminated due to Consultant breaching a provision of this Agreement or other just cause, Company may terminate this Agreement at any time, with or without notice, as permitted by applicable law. Otherwise, Consultant must give 30 Days prior written notice, and Company must give 30 Days prior written notice, of intent to terminate this Agreement without cause. If any minimum notice required by law under the circumstances is greater than the notice required under this paragraph, notice will be provided in accordance with such applicable law.

c. **Exit Interview.** If Company so chooses, Consultant will be required to conduct an exit interview and/or write an exit memorandum upon termination of this Agreement.

10. **Obligation of Confidentiality**

a. **Confidential Information.** "Confidential Information" means any and all information which is possessed by or developed for Company and which relates to Company's existing or potential business or technology, which information is generally not known to the public, and which information Company seeks to protect from disclosure to its existing or potential competitors or others, and includes, without limitation, for example: business plans, business strategies, business know-how and techniques, marketing plans, and the identities and business preferences of current or prospective customers or vendors. Confidential Information also includes information received by Company from others that Company has an obligation to treat as confidential. Confidential Information

---

includes information and documents whether or not they are marked "confidential" or carry any other marks or designations.

- b. **Trade Secrets.** "Trade Secrets" means all information possessed by or developed for Company, including, without limitation, a compilation, program, device, method, system, technique, formula, pattern, or process to which all of the following apply: (i) the information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and (ii) the information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.
- c. **Non-Disclosure.** Except as required in the conduct of Company's business or as expressly authorized in writing on behalf of Company, during this Agreement Consultant shall not use or disclose, directly or indirectly, any Confidential Information or Trade Secrets to any unauthorized third parties. This obligation of non-disclosure shall continue after the termination of this Agreement indefinitely or for the maximum amount of time permitted by applicable law. This prohibition does not apply to Confidential Information after it has become generally known in the industry in which the Company conducts its business. This prohibition also does not prohibit Consultant's use of general skills and know-how acquired during and prior to this Agreement, as long as such use does not involve the use or disclosure of Confidential Information or Trade Secrets. Finally, Consultant will not disclose to Company, use in Company's business, or cause Company to use, any Confidential Information or Trade Secrets belonging to others. These restrictions apply to all Confidential Information and Trade Secrets regardless of the format (hard copy, electronic, or otherwise) or location in which they are created or maintained, including, but not limited to, all computers that Consultant may possess or have access to in or away from Company's offices.
- d. **Reverse Engineering.** At no time during or after this Agreement is in effect may Consultant directly or indirectly attempt to reverse engineer, reconstruct, or independently derive any of Confidential Information or Trade Secrets.
- e. **Exceptions.** This Agreement shall not prohibit any disclosure that is required by law or court order, provided that Consultant has not intentionally taken actions to trigger such required disclosure and, so long as not prohibited by any applicable law or regulation, Company is given reasonable prior notice and an opportunity to contest or minimize such disclosure. The same provisions shall not prevent Consultant's disclosure of Confidential Information or Trade Secrets in the event Company has given Consultant express prior-written permission to do so. This

Agreement does not prohibit disclosure of Confidential Information or Trade Secrets after they have become generally known in the industry in which Company conducts its business or prohibit Consultant's use of general skills and know-how acquired during and prior to this Agreement, as long as such use does not involve the disclosure of Confidential Information or Trade Secrets.

- f. **Irreparable Harm.** Consultant acknowledges that Company engages in a competitive business and has or will expend significant sums of money and time to develop and use its Confidential Information and Trade Secrets. Consultant further acknowledges that Company would suffer irreparable harm, loss, and damage if its Confidential Information and Trade Secrets were disclosed to a Non-Party.

11. **Work Product.** To the extent not contrary to applicable state law, Consultant acknowledges and agrees that any and all inventions; discoveries; improvements; trademarks; copyrightable work, including any social media contacts obtained for or on behalf of Company, or other intellectual property created, produced, designed, or developed, in whole or in part, individually or jointly with others, during this Agreement, which are directly or indirectly within the scope of Company's past, current, or planned future operations, are Company's exclusive property, and shall be immediately disclosed and assigned to Company. Consultant further agrees to any and all such applicable items of "work made for hire" for Company within the definition of Section 101 of Title 17 of the United States Code, or any successor provision, and any corresponding state law provisions. To the extent the above-described intellectual property is not considered a work made for hire under the applicable law, Consultant agrees to, without further consideration, assign to Company all right, title, and interest in such intellectual property and assist Company in every way, including waiving any moral rights that Consultant may obtain, at Company's expense, to secure, maintain, and defend for Company's benefit, copyrights and any extensions and renewals thereof on any and all such work including translations thereof in any and all countries, such work to be and remain the property of Company whether copyrighted or not. Consultant's above obligations to Company shall be continuous and ongoing and shall survive the termination of this Agreement. The provisions of this paragraph shall apply in all cases except where Consultant receives Company's express prior written consent otherwise or if prevented by applicable law.

12. **Return of Company Property.** Upon termination of this Agreement, for any reason, or at any other time that Company may so request, Consultant shall immediately deliver to Company all company and/or client property and/or information, including, but not limited to, all equipment, telephones, credit cards, keys, software, manuals, passwords, financial and tax documents, memoranda, letters, files, records, papers, notes, lists,

computer programs, reports, books, and all other documents (and all copies thereof) in Consultant's possession, custody, and/or control.

13. **Non-Solicitation.** Acknowledging that any interference with Company's employees or business relationships would be harmful to Company, during this Agreement and for a period of one year subsequent to termination of this Agreement for any reason, Consultant shall not, without Company's prior written consent, directly or indirectly:
  - a. Solicit or contact any of Company's employees, associates, or consultants, full-time or part-time, for the purpose of inducing them to end their employment or association with Company to Company's detriment or take any action which would have such effect;
  - b. Solicit or contact any supplier, license, licensee, business relation, representative, referral sources, or agent of Company, or any other entity known by Consultant through his or her association with Company, for the purpose of inducing them to terminate or modify their relationship with Company to Company's detriment or take any action which would have such effect;
  - c. Outside of Consultant's Service to Company, become associated with or employed by any former Company employee, consultant, or partner who was Company's employee, consultant, or partner at any time during this Agreement; or
  - d. Threaten to take any of the actions specified in this section.
14. **Arbitration.** The Parties acknowledge and agree that they are bound by their arbitration obligations under Exhibit A, attached hereto and incorporated herein by reference, which the Parties agree to execute contemporaneously with this Agreement.
15. **No Conflict.** Consultant represents and warrants that the execution of this Agreement by Consultant and the performance of Consultant's obligations hereunder will not conflict with, result in the breach of any provision of or the termination of, or constitute a default under any agreement to which Consultant is a party or by which Consultant is or may be bound. If, at any time, Consultant discovers he or she has or may have any outside business relationships or activities that conflict with Company's best interests, then Consultant shall immediately disclose the conflict or potential conflict to Company.
16. **Indemnification.** Consultant must indemnify and hold harmless Company, along with its officers, directors, employees, and agents, against all claims, liabilities, losses, costs, and all other legal and non-legal expenses, including without limitation reasonable attorney's fees and costs and insurance deductibles arising directly or indirectly from (a) Consultant's breach of any provision of this Agreement or (b) the negligent, grossly

negligent, or intentional act or omission of Consultant or any of Consultant's directors, officers, employees, or agents that causes any type of damage to Company.

17. **Equitable Relief and Remedies.** Consultant acknowledges that any breach of this Agreement will cause substantial and irreparable harm to Company for which money damages would be an inadequate remedy. Accordingly, Company shall in any such event be entitled to seek injunctive and other forms of equitable relief to prevent such breach and the prevailing Party shall be entitled to recover from the other, the prevailing Party's losses, damages, and costs, including, without limitation, reasonable attorney's fees and costs, incurred in connection with enforcing this Agreement, in addition to any other rights or remedies available at law, in equity, or by statute.
18. **Non-Exclusivity of Remedies.** The enumeration herein of specific remedies shall not be exclusive of any other remedies. Any delay or failure by Company to exercise any right, power, remedy, or privilege herein contained, or now or hereafter existing under any applicable statute or law, shall not be construed to be a waiver of such right, power, remedy, or privilege. Company's waiver of a breach of any provision of this Agreement by Consultant shall not be considered as a waiver of rights with respect to any subsequent breach by Consultant.
19. **Severability.** The Parties have attempted to limit the non-disclosure, non-competition, and non-solicitation provisions so that they apply only to the extent reasonably necessary to protect legitimate business and property interests. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, that provision shall be considered removed from this Agreement, and the remaining provisions shall continue to be valid and enforceable according to the intentions of the Parties. However, if a court or arbitration panel finds that any provision of this Agreement is invalid or unenforceable as currently written, but that by rewriting or limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as is necessary to further the intent of the Parties to the maximum extent permitted by law.
20. **Binding Effect; Assignment.** The rights and obligations of Company under this Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of Company. This Agreement is a personal services contract and the rights, obligations, and interests of Consultant hereunder may not be sold, assigned, transferred, pledged, or hypothecated.
21. **Entire Agreement.** This Agreement contains the entire agreement and supersedes all prior agreements and understandings, oral or written, with respect to the subject matter hereof. This Agreement may be changed only by an agreement in writing signed by the

Party against whom any waiver, change, amendment, modification, or discharge is sought.

22. **Time of Essence.** Time is of the essence in this Agreement.
23. **Headings.** Headings for the paragraphs herein are for convenience only and shall not be construed in interpreting this Agreement.
24. **Construction.** Words and terms in this Agreement shall be construed in both the feminine and masculine, where applicable, and both single and plural, where applicable.
25. **Governing Law and Venue.** To the extent not inconsistent with applicable law, Consultant acknowledges and agrees that this Agreement shall be governed by and construed in accordance with the laws of the State of New York.
26. **Counterparts; Electronic Signature.** This Agreement may be executed in counterparts, including by fax, email, or other facsimile, each an original but all considered part of one Agreement. Electronic signatures placed upon counterparts of this Agreement by a Party or their approved agent shall be considered valid representations of that Party's signature.
27. **Notice.** Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and if sent by certified or registered mail, first class, return receipt requested, to the Parties at the following addresses or any other address so specified in writing by a Party:

COMPANY ADDRESS: Attention

William Sammon, Director of Human Resources  
Town of Hempstead  
350 Front Street  
Hempstead, New York, 11550

CONSULTANT ADDRESS: Attention

Rhett Bray, President  
BeaconPath Inc  
26522 La Alameda, Suite 210  
Mission Viejo, California, 92691

---

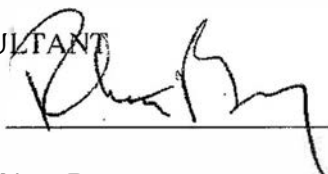
**28. Additional Terms and Conditions.** The Parties further agree to the following terms and conditions:

**29. Acknowledgments.** Consultant acknowledges, understands, and accepts:

- a. consultant's obligations under this Agreement;
- b. that Consultant freely enters into this Agreement;
- c. that Consultant has the right to seek independent advice at Consultant's expense or to propose modifications prior to signing the Agreement and has negotiated proposed modifications to the extent Consultant deems necessary;
- d. that the covenants made by and obligations imposed upon Consultant hereby, including any and all covenants regarding confidentiality, non-competition, non-solicitation, and ownership of intellectual property, are fair, reasonable, and minimally necessary to protect the legitimate business interests of Company, and such covenants and obligations will not place an undue burden upon Consultant in the event of termination of Consultant's contract with Company and the strict enforcement of the covenants contained herein;
- e. that the above restrictions are not intended to deprive him or her of an opportunity to earn a living in the same profession as that of Company. Rather, Consultant agrees to abide by the above restrictions in recognition of Company's legitimate and reasonable objective to protect its business interests and client relationships;
- f. that Consultant shall be a contractor at-will and that either Consultant or Company may end the business relationship at any time and for any reason;
- g. that Consultant has been provided with good and valuable consideration in return for the execution of this Agreement; and
- h. THAT CONSULTANT HAS READ ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.

IN WITNESS WHEREOF, INTENDING TO BE LEGALLY BOUND HEREBY,  
CONSULTANT AND COMPANY EXECUTED THIS AGREEMENT AS OF THE DATE  
SET FORTH BELOW.

CONSULTANT

Signed: 

Date: 12/1/2018

Name: Rhett Bray

Title: President

COMPANY

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Name: William F. Sammon Jr.

Title: Director of Human Resources

**APPROVED**

  
DIRECTOR OF HUMAN RESOURCES  
DATE \_\_\_\_\_

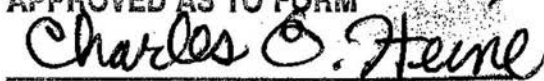
APPROVED AS TO  
AVAILABLE FUNDS

By 

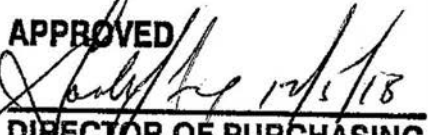
Date 12/15/18


KEVIN R. CONROY, CPA  
TOWN COMPTROLLER

APPROVED AS TO FORM

  
SENIOR DEPUTY TOWN ATTORNEY  
DATE 12/15/18

**APPROVED**

  
DIRECTOR OF PURCHASING

  
Christopher Cianciulli  
Town Board Chief of Staff  
12/15/18



## EXHIBIT A - ARBITRATION

1. In consideration of the benefits described in the CONSULTING SERVICES AGREEMENT (the "**Agreement**") effective as of December 1, 2018, by and between BeaconPath Inc., a California Corporation (hereinafter "**Consultant**" or "**You**") and Town of Hempstead, New York (hereinafter "**Company**") (collectively the "**Parties**" and each a "**Party**"), along with Company's subsidiaries, parents, joint ventures, affiliated entities, and including its successors and assigns or any such related entities on the same date hereto and into which this Exhibit A is incorporated, **Company and Consultant hereby agree that any controversy or claim arising under federal, state, and local statutory or common or contract law between Company and Consultant involving the construction or application of any of the terms, provisions, or conditions of the Agreement, including, but not limited to, breach of contract, tort, and/or fraud, must be submitted to arbitration on the written request of either Party served on the other. Arbitration shall be the exclusive forum for any such controversy.**
  2. If any claim or cause of action at law or in equity is filed by either Party in any state or federal court which results in arbitration being compelled and/or the claim or cause of action being dismissed, stayed, and/or removed to arbitration pursuant to this Agreement, the Party who instituted the claim or cause of action in state or federal court, either wholly or in substantial part, shall, at the discretion of the arbitrator(s), reimburse the respondent for its reasonable attorney's fees, costs, and necessary disbursements to the extent permitted by law, in addition to any other relief to which it may be entitled, related to the state or federal court claim or action.
  3. Including the initial filing fee, the cost of arbitration shall be borne by the claimant. If an arbitration or any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing Party, either wholly or in substantial part, shall, at the discretion of the arbitrator, be entitled to its reasonable attorney's fees, costs, and necessary disbursements to the extent permitted by law, in addition to any other relief to which it may be entitled.
  4. All claims shall be submitted to and administered by the American Arbitration Association's Case Management Center located closest to Company's principal place of business.
  5. The arbitration shall comply with and be governed by the American Arbitration Association's Commercial Arbitration Rules (hereinafter "**Rules**") effective as of the execution date below, to the extent such Rules are not contrary to the express provisions
-

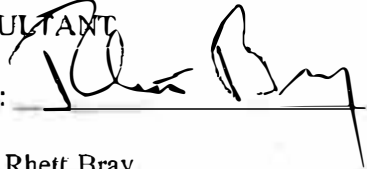
of this Agreement. The Parties also agree that the American Arbitration Association's Optional Rules for Emergency Measures of Protection ("**Emergency Rules**") shall apply to proceedings brought by either Party. The Rules and Emergency Rules can be found at the American Arbitration Association's website by following the links at <https://www.adr.org>. You acknowledge that you should read these Rules and Emergency Rules and that it is your responsibility to be familiar with them prior to signing the Agreement. If you are unable to access the Rules and/or Emergency Rules at the above website, you can request a copy of them from a Company official prior to signing the Agreement.

6. The Parties agree and acknowledge that all provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of California exclusively and without reference to principles of conflict of laws. The Federal Arbitration Act ("**FAA**") will supersede state laws to the extent inconsistent. Any claim involving the construction or application of this Agreement must be submitted to arbitration within the statute of limitations period for such claim under California state law and shall be dismissed if the statute of limitations period is not met. The arbitrator(s) shall have no authority to apply the law of any other jurisdiction.
7. Any dispute shall be heard and determined by one arbitrator, unless both Parties mutually consent in writing signed by Consultant and an authorized representative of Company to a panel of three (3) arbitrators. Unless both Parties mutually consent otherwise, the Parties agree and request that the arbitrator(s) issue a reasoned award in accordance with Commercial Arbitration Rule R-42(b).

I UNDERSTAND THAT BY SIGNING THIS AGREEMENT I AM GIVING UP MY RIGHT TO A JURY TRIAL.

CONSULTANT

Signed: \_\_\_\_\_



Date: \_\_\_\_\_

12/1/2018

Name: Rhett Bray

Title: President

COMPANY

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Name: William F. Sammon Jr.

Title: Director of Human Resources

FINANCIAL DISCLOSURE STATEMENT

NAME: BEACONPATH, INC.

ADDRESS: 26522 LA ALAMEDA #210

CITY & STATE: MISSION VIEJO, CA 92691

PAYEE IDENTIFICATION OR SOCIAL SECURITY NO.: 

MARRIED: YES  NO

IF "YES", NAME OF SPOUSE: \_\_\_\_\_

TYPE OF BUSINESS: BENEFITS CONSULTING

CORPORATION  PARTNERSHIP: \_\_\_\_\_

TABLE OF ORGANIZATION. PLEASE LIST ON SEPARATE SHEET: Name & Addresses of all principals, that is, all individuals serving on the Board of Directors or comparable body, names & addresses of all partner, name & addresses of all corporate officers.

List all names & addresses of those individual shareholders holding more than five percent (5%) interest in the firm: (If Applicable)

RHETT BRAY - 100% OWNERSHIP

26522 LA ALAMEDA #210, MISSION VIEJO, CA 92691

SIGNATURE: 

Date: 10/1/2018

TITLE: PRESIDENT



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/16/2018

CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES OWNED. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. WAIVER OF SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

CERTIFICATE HOLDER Consumer, a service of Health & Benefits Administration LLC 50306-8146 Alameda, CA 94501	CONTACT NAME: _____ PHONE (A/C No. ext): _____ (A/C No): _____ ADDRESS: _____																				
	<table border="1"> <tr> <th colspan="2">INSURERS PROVIDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>St. Paul Fire and Marine Insurance</td> <td>24787</td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURERS PROVIDING COVERAGE		NAIC #	INSURER A:	St. Paul Fire and Marine Insurance	24787	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:	
INSURERS PROVIDING COVERAGE		NAIC #																			
INSURER A:	St. Paul Fire and Marine Insurance	24787																			
INSURER B:																					
INSURER C:																					
INSURER D:																					
INSURER E:																					
INSURER F:																					

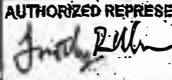
**DECLARATIONS:** CERTIFICATE NUMBER: \_\_\_\_\_ REVISION NUMBER: \_\_\_\_\_

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	ADDL	COVR	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO <input type="checkbox"/> LOC <input type="checkbox"/> OTHER <input type="checkbox"/> JECT	<input type="checkbox"/>	<input type="checkbox"/>				EACH OCCURRENCE \$ DAMAGE TO RENTED \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$ \$
<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> Hired AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	<input type="checkbox"/>	<input type="checkbox"/>				\$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$ \$ \$
<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	<input type="checkbox"/>	<input type="checkbox"/>				EACH OCCURRENCE \$ AGGREGATE \$ \$
<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ DEDUCTIBLE: PER CLAIM \$10,000 LIMITS: PER CLAIM \$1,000,000 AGGREGATE \$3,000,000
<b>OTHER: Insurance Agents' Professional Liability Insurance</b> RETRO DATE: 02/06/2012			108864997	02/06/2018	02/06/2018	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Insurance Agent: Rhett Bray

<b>CERTIFICATE HOLDER</b> Health & Benefits Administration LLC 50306-8146 Alameda, CA 94501	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	---

CASE NO.

RESOLUTION NO.

Adopted

offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING AN EXTENSION OF CONTRACT BETWEEN THE TOWN OF HEMPSTEAD AND IMPACT ARCHITECTURE, PLLC, TO PROVIDE PROFESSIONAL SERVICES IN CONNECTION WITH THE COMMUNITY DEVELOPMENT PROGRAMS OF THE TOWN OF HEMPSTEAD.**

**WHEREAS**, the Town of Hempstead is operating a Community Development Program in cooperation with the Nassau County Urban Consortium, which Community Development Program is receiving financial assistance from the U.S. Department of Housing and Urban Development under the provisions of the Housing and Community Development Act of 1974, as amended; and

**WHEREAS**, the Department of Planning and Economic Development required the services of architecture consultants to provide professional services and other necessary data with respect to the implementation of community development projects; and

**WHEREAS**, the Commissioner of the Department of Planning and Economic Development has advised this Town Board that the R.F.P. response was acceptable and that IMPACT ARCHITECTURE, PLLC, with offices at 453 Main St - Suite 5 Farmingdale, NY 11735, has performed the assigned Community Development projects in a satisfactory manner within the terms of Resolution No. 228-2018 adopted February 6, 2018. The Town is hereby exercising the option stated in Resolution No. 228-2018 to extend the contract of IMPACT ARCHITECTURE, PLLC, to the term of January 1, 2019 to December 31, 2019 with the base cap on the contract for an amount not to exceed FIFTY THOUSAND AND 00/100 (\$50,000.00) DOLLARS; and

**WHEREAS**, this Town Board deems it to be in the public interest to retain the firm for the stated purpose.

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the Commissioner of the Department of Planning and Economic Development is hereby authorized to execute an extension to the contract for professional services by and between the Town of Hempstead and IMPACT ARCHITECTURE, PLLC, for a term beginning on January 1, 2019 and ending December 31, 2019, with an amount not to exceed the sum of FIFTY THOUSAND AND 00/100 (\$50,000.00) Dollars, exclusive of disbursements; and

**BE IT FURTHER RESOLVED**, that the Commissioner of the Department of Planning and Economic Development is hereby authorized to approve payments not to exceed the sum of FIFTY THOUSAND AND 00/100 (\$50,000.00) Dollars, which shall be charged to the appropriate Community Development Account.

The foregoing resolution was adopted upon roll call as follows:

AYES : ( )

NOES; ( )

Doc. No. 18-036  
November 13, 2018

Item # 57  
Case # 29790



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 05 day of October, 2018, before me personally came Laura Coletti, to me known, who being by me duly sworn did depose and say that he/she resides at 310 Staples St. Farmingdale NY 11735 and that he/she is the Principal of IMPACT ARCHITECTURE, PLLC, the FIRM described in and which executed the foregoing instrument.



*Colleen Schweiger*  
\_\_\_\_\_  
Notary Public

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING AN  
EXTENSION OF CONTRACT BETWEEN  
THE TOWN OF HEMPSTEAD AND NORTH  
SHORE ARCHITECTURE AND INTERIORS,  
TO PROVIDE PROFESSIONAL SERVICES IN  
CONNECTION WITH THE COMMUNITY  
DEVELOPMENT PROGRAMS OF  
THE TOWN OF HEMPSTEAD**

**WHEREAS**, the Town of Hempstead is operating a Community Development Program in cooperation with the Nassau County Urban Consortium, which Community Development Program is receiving financial assistance from the U.S. Department of Housing and Urban Development under the provisions of the Housing and Community Development Act of 1974, as amended; and

**WHEREAS**, the Department of Planning and Economic Development required the services of an architect to provide planning and other necessary data with respect to the implementation of community development projects; and

**WHEREAS**, the Commissioner of the Department of Planning and Economic Development has advised this Town Board that the R.F.P. response was acceptable and that NORTH SHORE ARCHITECTURE AND INTERIORS, with offices at 41 Onderdonk Avenue Manhasset, New York 11030, has performed the assigned Community Development projects in a satisfactory manner within the terms of Resolution No. 229-2018 adopted February 6, 2018. The Town is hereby exercising the option stated in Resolution No. 229-2018 to extend the contract of NORTH SHORE ARCHITECTURE AND INTERIORS, to the term of January 1, 2019 to December 31, 2019 with the base cap on the contract for an amount not to exceed Fifty Thousand (\$50,000.00) Dollars; and

**WHEREAS**, this Town Board deems it to be in the public interest to retain the firm for the stated purpose.

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the Commissioner of the Department of Planning and Economic Development is hereby authorized to execute an extension of the contract for professional services by and between the Town of Hempstead and NORTH SHORE ARCHITECTURE AND INTERIORS for a term beginning on January 1, 2019 and ending December 31, 2019, with an amount not to exceed the sum of FIFTY THOUSAND and 00/100 (\$50,000.00) DOLLARS, exclusive of disbursements; and

**BE IT FURTHER RESOLVED**, that the Commissioner of the Department of Planning and Economic Development is hereby authorized to approve payments not to exceed the sum of FIFTY THOUSAND and 00/100 (\$50,000.00) Dollars, which shall be charged to the appropriate Community Development Account.

The foregoing resolution was adopted upon roll call as follows:

AYES: ( )

NOES: ( )

Doc No. 18-034  
November 13, 2018

Item #

57

Case #

28126



**EXTENSION TO  
CONTRACT FOR PROFESSIONAL SERVICES  
BY AND BETWEEN  
THE TOWN OF HEMPSTEAD  
And  
NORTH SHORE ARCHITECTURE AND INTERIORS**

The contract between the parties dated the 6th day of February, 2018, under Resolution No. 229-2018, is hereby extended as follows:

1. The term of the contract is hereby extended from January 1, 2019 to December 31, 2019.

All other terms and conditions in the original contract remain in full force and effect, including but not limited to the fee schedule annexed as Schedule "B" to the original contract, a copy of which is annexed hereto.

Notwithstanding the terms and conditions hereof, this contract extension is specifically subject to approval by the Town Board for the Town of Hempstead and subject to any conditions contained in said resolution.

**IN WITNESS WHEREOF**, this Extension has been executed by the parties hereto this \_\_\_\_\_ day of \_\_\_\_\_, 2018

**TOWN OF HEMPSTEAD**

By: \_\_\_\_\_  
**GEORGE L. BAKICH**  
**COMMISSIONER**

**NORTH SHORE ARCHITECTURE AND  
INTERIORS**

By: \_\_\_\_\_

APPROVED AS TO  
AVAILABLE FUNDS  
By: [Signature] Date: 11/16/18  
[Signature] 11/19/18  
**KEVIN CONROY**  
**TOWN COMPTROLLER**

APPROVED AS TO  
AVAILABLE FUNDS  
By: [Signature]  
**TOWN COMPTROLLER**

Doc. No. 18-034  
October 10, 2018

APPROVED AS TO FORM  
Charles O. Heine  
**SENIOR DEPUTY TOWN ATTORNEY**  
DATE 11/15/18

APPROVED AS TO COMMENT  
DATE: 11/19/18  
Katrina R. Bivvy  
**COUNSEL TO COMMISSIONER**  
**DEPT. OF PLANNING & ECONOMIC DEVELOPMENT**

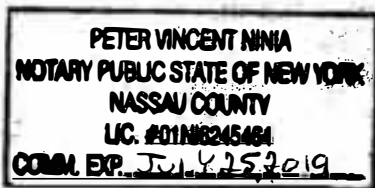
STATE OF NEW YORK )  
: ss.:  
COUNTY OF NASSAU )


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 Frankin 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 30<sup>th</sup> day of ~~october~~, 2018, before me personally came NORMAN M. NEMEC, to me known, who being by me duly sworn did depose and say that he/she resides at 41 DUNDONK AVE HEMPSTEAD, NEW YORK and that he/she is the of NORTH SHORE ARCHITECTURE AND INTERIORS., the described in and which executed the foregoing instrument.



  
Notary Public

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING AN  
EXTENSION OF CONTRACT BETWEEN  
THE TOWN OF HEMPSTEAD AND  
RAFFAELLA BERTUCCI, ARCHITECT, TO  
PROVIDE PROFESSIONAL SERVICES IN  
CONNECTION WITH THE COMMUNITY  
DEVELOPMENT PROGRAMS OF  
THE TOWN OF HEMPSTEAD**

**WHEREAS**, the Town of Hempstead is operating a Community Development Program in cooperation with the Nassau County Urban Consortium, which Community Development Program is receiving financial assistance from the U.S. Department of Housing and Urban Development under the provisions of the Housing and Community Development Act of 1974, as amended; and

**WHEREAS**, the Department of Planning and Economic Development required the services of an architect to provide planning and other necessary data with respect to the implementation of community development projects; and

**WHEREAS**, the Commissioner of the Department of Planning and Economic Development has advised this Town Board that the R.F.P. response was acceptable and that RAFFAELLA BERTUCCI, ARCHITECT, with offices at 11 Matinecock Farms Road, Glen Cove, New York 11542, has performed the assigned Community Development projects in a satisfactory manner within the terms of Resolution No. 230-2018 adopted February 6, 2018. The Town is hereby exercising the option stated in Resolution No. 230-2018 to extend the contract of RAFFAELLA BERTUCCI, ARCHITECT, to the term of January 1, 2019 to December 31, 2019 with the base cap on the contract for an amount not to exceed Fifty Thousand (\$50,000.00) Dollars; and

**WHEREAS**, this Town Board deems it to be in the public interest to retain the firm for the stated purpose.

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the Commissioner of the Department of Planning and Economic Development is hereby authorized to execute an extension of the contract for professional services by and between the Town of Hempstead and RAFFAELLA BERTUCCI, ARCHITECT for a term beginning on January 1, 2019 and ending December 31, 2019, with an amount not to exceed the sum of FIFTY THOUSAND and 00/100 (\$50,000.00) DOLLARS, exclusive of disbursements; and

**BE IT FURTHER RESOLVED**, that the Commissioner of the Department of Planning and Economic Development is hereby authorized to approve payments not to exceed the sum of FIFTY THOUSAND and 00/100 (\$50,000.00) Dollars, which shall be charged to the appropriate Community Development Account.

The foregoing resolution was adopted upon roll call as follows:

AYES: ( )

NOES: ( )

Doc No. 18-037  
November 13, 2018

Item # 57  
Case # 27214

**EXTENSION TO  
CONTRACT FOR PROFESSIONAL SERVICES  
BY AND BETWEEN  
THE TOWN OF HEMPSTEAD  
And  
RAFFAELLA BERTUCCI ARCHITECT**

The contract between the parties dated the 6th day of February, 2018, under Resolution No. 230-2018, is hereby extended as follows:

1. The term of the contract is hereby extended from January 1, 2019 to December 31, 2019.

All other terms and conditions in the original contract remain in full force and effect, including but not limited to the fee schedule annexed as Schedule "B" to the original contract, a copy of which is annexed hereto.

Notwithstanding the terms and conditions hereof, this contract extension is specifically subject to approval by the Town Board for the Town of Hempstead and subject to any conditions contained in said resolution.

**IN WITNESS WHEREOF**, this Extension has been executed by the parties hereto this        day of        , 2018

**TOWN OF HEMPSTEAD**

By: \_\_\_\_\_  
**GEORGE L. BAKICH  
COMMISSIONER**

**RAFFAELLA BERTUCCI ARCHITECT**

By: *Raffaella Bertucci*  
**RAFFAELLA BERTUCCI**

APPROVED AS TO  
AVAILABLE FUNDS  
By: *Kevin R. Conroy* Date: 11/15/18  
**KEVIN R. CONROY  
TOWN COMPTROLLER** *11/15/18*

Doc. No. 18-037  
October 15, 2018

APPROVED AS TO FORM  
*Charles S. Heine*  
SENIOR DEPUTY TOWN ATTORNEY  
DATE 11/15/18

APPROVED AS TO CONTENT  
DATE 11/15/18  
*Katherine B. B...*  
COUNSEL TO COMMISSIONER  
DEPT. OF PLANNING & ECONOMIC DEVELOPMENT

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 Frankin 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 23<sup>rd</sup> day of October, 2018, before me personally came \_\_\_\_\_, to me known, who being by me duly sworn did depose and say that he/she resides at 11 Matine code Farms rd. Glen Cove, NY 11542 and that he/she is the sole proprietor of RAFFAELLA BERTUCCI ARCHITECT., the firm described in and which executed the foregoing instrument.



---

Notary Public

Jeffrey R. Buchheit  
Notary Public - State of New York  
No. 01BU6939994  
Qualified in Nassau County  
My Commission Expires 04/11/2020

CASE NO.

RESOLUTION NO.

Adopted

offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING AN EXTENSION OF CONTRACT BETWEEN THE TOWN OF HEMPSTEAD AND SBLM ARCHITECTS, P.C., TO PROVIDE PROFESSIONAL SERVICES IN CONNECTION WITH THE COMMUNITY DEVELOPMENT PROGRAMS OF THE TOWN OF HEMPSTEAD.**

**WHEREAS**, the Town of Hempstead is operating a Community Development Program in cooperation with the Nassau County Urban Consortium, which Community Development Program is receiving financial assistance from the U.S. Department of Housing and Urban Development under the provisions of the Housing and Community Development Act of 1974, as amended; and

**WHEREAS**, the Department of Planning and Economic Development required the services of architecture consultants to provide professional services and other necessary data with respect to the implementation of community development projects; and

**WHEREAS**, the Commissioner of the Department of Planning and Economic Development has advised this Town Board that the R.F.P. response was acceptable and that SBLM ARCHITECTS, P.C., with offices at 545 West 45th Street – 4th Floor New York, NY 10036, has performed the assigned Community Development projects in a satisfactory manner within the terms of Resolution No. 231-2018 adopted February 6, 2018. The Town is hereby exercising the option stated in Resolution No. 231-2018 to extend the contract of SBLM ARCHITECTS, P.C., to the term of January 1, 2019 to December 31, 2019 with the base cap on the contract for an amount not to exceed FIFTY THOUSAND AND 00/100 (\$50,000.00) DOLLARS; and

**WHEREAS**, this Town Board deems it to be in the public interest to retain the firm for the stated purpose.

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the Commissioner of the Department of Planning and Economic Development is hereby authorized to execute an extension to the contract for professional services by and between the Town of Hempstead and SBLM ARCHITECTS, P.C., for a term beginning on January 1, 2019 and ending December 31, 2019, with an amount not to exceed the sum of FIFTY THOUSAND AND 00/100 (\$50,000.00) Dollars, exclusive of disbursements; and

**BE IT FURTHER RESOLVED**, that the Commissioner of the Department of Planning and Economic Development is hereby authorized to approve payments not to exceed the sum of FIFTY THOUSAND AND 00/100 (\$50,000.00) Dollars, which shall be charged to the appropriate Community Development Account.

The foregoing resolution was adopted upon roll call as follows:

AYES : ( )

NOES; ( )

Doc. No. 18-035  
November 13, 2018

Item # 57

Case # 29420

copy

**EXTENSION OF CONTRACT  
FOR PROFESSIONAL SERVICES**

**By and Between  
TOWN OF HEMPSTEAD  
and  
SBLM ARCHITECTS, P.C.**

The contract between the parties dated the 6th day of February, 2018 under Resolution No. 231-2018 is hereby extended as follows:

1. The term of the contract is hereby extended from January 1, 2019 to December 31, 2019.

All other terms and conditions in the original contract remain in full force and effect, including but not limited to the fee schedule annexed as Schedule "B" to the original contract, a copy of which is annexed hereto.

Notwithstanding the terms and conditions hereof, this contract extension is specifically subject to approval by the Town Board for the Town of Hempstead and subject to any conditions contained in said resolution.

**IN WITNESS WHEREOF**, this Extension has been executed by the parties hereto this 23<sup>rd</sup> day of October, 2018.

**TOWN OF HEMPSTEAD**

By: \_\_\_\_\_  
**GEORGE L. BAKICH**  
COMMISSIONER

**SBLM ARCHITECTS, P.C.**

By: Edward Bredow  
**EDWARD BREDOW**

APPROVED AS TO  
AVAILABLE FUNDS  
By: [Signature] Date: 11/15/18  
**KEVIN R. CONROY**  
TOWN COMPTROLLER

Doc. No. 18-035  
October 15, 2018

APPROVED AS TO FORM  
Charles B. Heine  
SENIOR DEPUTY TOWN ATTORNEY  
DATE 11/15/18

APPROVED AS TO CONTENT  
DATE 11-15-18  
Katrina R. Brown  
COUNSEL TO COMMISSIONER  
DEPT. OF PLANNING & ECONOMIC DEVELOPMENT

# SBLM Architects Fee Schedule

<b>Project Role</b>	<b>Hourly Rate</b>
Principal / Director*	\$195
Sr. Project Manager / Sr. Designer	\$140
Project Manager / Designer / QC	\$125
Project Architect / Job Captain	\$105
Sr. Architectural Draftsperson	\$85
Architectural Draftsperson	\$75
Clerical	\$65

Multiplier rate at 2.75

\* No multiplier

Hourly Rates (subject to change after December 31, 2018)

 **Schedule "B"**



CASE NO.

RESOLUTION NO.

Adopted

offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING THE EXTENSION OF A CONTRACT BETWEEN THE TOWN OF HEMPSTEAD AND PARISH & WEINER, INC., IN CONNECTION WITH THE COMMUNITY DEVELOPMENT PROGRAMS FOR THE TOWN OF HEMPSTEAD.**

**WHEREAS**, the Town of Hempstead sponsors a Community Development Block Grant Program in cooperation with the Nassau County Urban Consortium, which Community Development Program is receiving financial assistance from the U.S. Department of Housing and Urban Development under the provisions of the Housing and Community Development Act of 1974, as amended; and

**WHEREAS**, the Department of Planning and Economic Development required the services of planning firms to provide professional services and other necessary data with respect to the implementation of community development projects; and

**WHEREAS**, the Commissioner of the Department of Planning and Economic Development, has advised this Town Board that the R.F.P. response was acceptable and that the firm of PARISH & WEINER, INC. , whose principal place of business is located at 197 Knollwood Road– Suite 315, White Plains, New York 10607, has performed the assigned projects in a satisfactory manner within the terms of Resolution No. 232-2018 adopted February 6, 2018. The Town is hereby exercising its option stated in Resolution No. 232-2018 to extend the contract of PARISH & WEINER, INC., to the term beginning January 1, 2019 and ending December 31, 2019 with the base cap on the contract with an amount not to exceed TWENTY THOUSAND AND 00/100 (\$20,000.00) DOLLARS; and

**WHEREAS**, this Town Board deems that the use of the aforementioned firm is an appropriate and necessary expense and further that it serves the public interest.

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the Commissioner of the Department of Planning and Economic Development is hereby authorized to execute an extension of the contract for professional services by and between the Town of Hempstead and PARISH & WEINER, INC., for a term beginning January 1, 2019 and ending December 31, 2019 or upon completion of project, for an amount not to exceed the sum of TWENTY THOUSAND and 00/100 (\$20,000.00) DOLLARS, exclusive of disbursements; and

**BE IT FURTHER RESOLVED**, that the Commissioner of the Department of Planning and Economic Development is hereby authorized to approve substantiated payments not to exceed the sum of Twenty Thousand (\$20,000.00) Dollars which shall be charged to the appropriate Community Development Account.

The foregoing resolution was adopted upon roll call as follows:

AYES: ( )

NOES: ( )

Doc. No. 18-063  
November 26, 2018

Item # 58

Case # 19858

**EXTENSION OF CONTRACT FOR  
PROFESSIONAL SERVICES**

By and Between  
**TOWN OF HEMPSTEAD**  
and  
**PARISH & WEINER, INC.**

The contract between the parties, dated the 6th day of February, 2018, under Resolution No. 232-2018, is hereby extended as follows:

1. The term of the contract is hereby extended from January 1, 2019 to December 31, 2019.

All other terms and conditions in the original contract remain in full force and effect, including but not limited to the fee schedule annexed as schedule "B" of the original contract, a copy of which is annexed hereto.

Notwithstanding the terms and conditions hereof, the contract extension is specifically subject to approval by the Town Board for the Town of Hempstead and subject to any conditions contained in said resolution.

**IN WITNESS WHEREOF**, this Extension has been executed by the parties hereto the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**TOWN OF HEMPSTEAD**

By: \_\_\_\_\_  
**GEORGE L. BAKICH**  
Commissioner

**PARISH & WEINER, INC.**

By: Neilson J. Paris

APPROVED AS TO  
AVAILABLE FUNDS  
By Kevin R. Conroy Date 12/15/18  
KEVIN R. CONROY  
TOWN COMPTROLLER

APPROVED  
Joseph [Signature] 12/4/18  
DIRECTOR OF PURCHASING

Doc. No. 18-063  
November 1, 2018

APPROVED AS TO FORM  
Charles O. Heine  
SENIOR DEPUTY TOWN ATTORNEY  
DATE 12/13/18

APPROVED AS TO CONTENT  
DATE 11-30-18  
Katrina R. Brody  
COUNSEL TO COMMISSIONER  
DEPT. OF PLANNING & ECONOMIC DEVELOPMENT

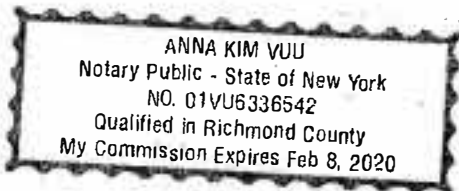
STATE OF NEW YORK )  
 : ss.:  
COUNTY OF NASSAU )

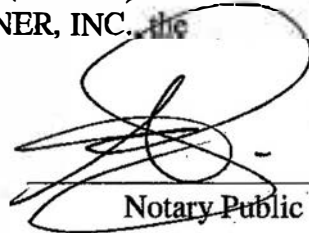
On this \_\_\_\_\_ day of \_\_\_\_\_, 2018 before me personally came GEORGE L. BAKICH, to me known and known to me to be the Commissioner of DPED, of the Town of Hempstead, Nassau County, New York, who being by me duly sworn did depose and say that he resides at 200 N Franklin St, Hempstead, New York 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 )  
~~COUNTY OF NASSAU~~ : ss.:  
~~COUNTY OF NASSAU~~ )

On this 21<sup>st</sup> day of November, 2018, before me personally appeared Nathaniel J. Parvizi, to me known, who being by me duly sworn did depose and say that he resides at 45 W 60 St. NY NY 10023 and that he is the Chairman of PARISH & WEINER, INC. the \_\_\_\_\_ described in and which executed the foregoing instrument.



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

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING THE EXTENSION  
OF A CONTRACT BETWEEN THE TOWN OF  
HEMPSTEAD AND VHB ENGINEERING,  
SURVEYING AND LANDSCAPE  
ARCHITECTURE, P.C., TO PROVIDE  
CONSULTING SERVICES RELATED TO THE  
IMPLEMENTATION OF ONGOING FEDERALLY  
FUNDED COMMUNITY DEVELOPMENT  
PROJECTS**

**WHEREAS**, the Town of Hempstead is operating a Community Development Program in cooperation with the Nassau County Urban Consortium, which Community Development Program is receiving financial assistance from the U.S. Department of Housing and Urban Development under the provisions of the Housing and Community Development Act of 1974, as amended; and

**WHEREAS**, the Department of Planning and Economic Development requires the services of consultants to provide professional services and other necessary data with respect to the implementation of community development projects; and

**WHEREAS**, the Commissioner of The Department of Planning and Economic Development, has advised this Town Board that the R.F.P. response was acceptable and that VHB ENGINEERING, SURVEYING AND LANDSCAPE ARCHITECTURE, P.C. (VHB), having his principal office at 50 Main Street – Suite 360, White Plains, NY 10606, has performed the assigned Community Development project in a satisfactory manner within the terms of Resolution No. 242-2018 adopted February 6, 2018. The Town is hereby exercising the option stated in Resolution No. 242-2018 to extend the contract of VHB ENGINEERING, SURVEYING AND LANDSCAPE ARCHITECTURE, P.C. (VHB), to the term of January 1, 2019 to December 31, 2019 with the base cap on the contract for an amount not to exceed TWENTY THOUSAND and 00/100 (\$20,000.00) Dollars; and

**WHEREAS**, the Town Board deems it to be in the public interest to retain the firm for the stated purpose.

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the Commissioner of The Department of Planning and Economic Development is hereby authorized to execute an extension of the contract for professional services by and between the Town of Hempstead and VHB ENGINEERING, SURVEYING AND LANDSCAPE ARCHITECTURE, P.C. (VHB), in connection with the planning and implementation of community development projects, for a term beginning January 1, 2019 and ending December 31, 2019, with an amount not to exceed the sum of TWENTY THOUSAND (\$20,000.00) exclusive of disbursements; and

**BE IT FURTHER RESOLVED**, that the Commissioner of the Department of Planning and Economic Development is hereby is authorized to approve substantiated payments not to exceed the sum of TWENTY THOUSAND and 00/100 (\$20,000.00) DOLLARS which shall be charged to the appropriate Community Development Account.

The foregoing resolution was adopted upon roll call as follows:

AYES: ( )

NOES: ( )

**EXTENSION TO  
CONTRACT FOR PROFESSIONAL SERVICES  
By and Between  
TOWN OF HEMPSTEAD  
and  
VHB ENGINEERING, SURVEYING AND LANDSCAPE  
ARCHITECTURE, P.C. (VHB)**

The contract between the parties, dated the 6<sup>th</sup> day of February 2018, under Resolution No. 242-2018 is hereby extended as follows:

1. The term of the contract is hereby extended from January 1, 2019 to December 31, 2019.

All other terms and conditions in the original contract remain in full force and effect, including but not limited to the fee schedule annexed as Schedule "B" to the original contract, a copy of which is annexed hereto.

Notwithstanding the terms and conditions hereof, this contract extension is specifically subject to the approval by the Town Board for the Town of Hempstead and subject to any conditions contained in said resolution.

**IN WITNESS WHEREEOF**, this Extension has been executed by the parties hereto this            day of            , 2018.

**TOWN OF HEMPSTEAD**

By: \_\_\_\_\_  
**GEORGE L. BAKICH  
COMMISSIONER**

**VHB ENGINEERING, SURVEYING  
AND LANDSCAPE ARCHITECTURE,  
P.C. (VHB)**

Approved as to:  
Form and Content  
By: [Signature] Date: 12/5/18  
[Signature] 12/5/18  
**KEVIN R. GONROY  
TOWN COMPTROLLER**

By: [Signature: P.N. O'Keefe]

APPROVED AS TO CONTENT  
DATE: 11-29-18  
[Signature: Katrina R. Brubaker]  
TO COMMISSIONER  
PLANNING & ECONOMIC DEVELOPMENT

**APPROVED**  
[Signature]  
**DIRECTOR OF PURCHASING**

**APPROVED AS TO FORM**  
[Signature: Charles O. Heine]  
**SENIOR DEPUTY TOWN ATTORNEY**  
DATE: 12/13/18



CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its

adoption:

**RESOLUTION AUTHORIZING THE EXTENSION OF A CONTRACT BETWEEN THE TOWN OF HEMPSTEAD AND SMITH VALUATION SERVICES d/b/a STANDARD VALUATION SERVICES, TO PROVIDE PROFESSIONAL SERVICES IN CONNECTION WITH THE COMMUNITY DEVELOPMENT PROGRAMS OF THE TOWN OF HEMPSTEAD**

**WHEREAS**, the Town of Hempstead is operating a Community Development Program in cooperation with the Nassau County-Urban County Consortium, administered for the Town by the Department of Planning and Economic Development; and

**WHEREAS**, the Commissioner of the Department of Planning and Economic Development recommends that a licensed real estate appraiser be retained to perform professional services in connection with the planning and implementation of community development projects and further, recommends that the cost and disbursements relating to said professional services be charged to the appropriate community development account; and

**WHEREAS**, to satisfy this need the Commissioner of the Department of Planning and Economic Development published a Request for Proposal framed in accordance with the requirements of the United States Department of Housing and Urban Development, in a widely read newspaper; and

**WHEREAS**, the Commissioner of the Department of Planning and Economic Development has advised this Town Board that the R.F.P. response was acceptable and that SMITH VALUATION SERVICES d/b/a STANDARD VALUATION SERVICES, with offices at 27 E Jericho Turnpike, Mineola, New York 11501 has performed the assigned real estate appraisals in a satisfactory manner within the terms of Resolution No. 234-2018 adopted February 6, 2018. The Town is hereby exercising the option stated in Resolution 234-2018 to extend the contract of SMITH VALUATION SERVICES d/b/a STANDARD VALUATION SERVICES to the term beginning January 1, 2019 to December 31, 2019 with the base cap on the contract with an amount not to exceed THIRTY THOUSAND AND 00/100 (\$30,000.00) DOLLARS; and

**WHEREAS**, this Town Board deems that the use of the aforementioned firm is an appropriate and necessary expense and further that it serves the public interest.

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the Commissioner of the Department of Planning and Economic Development is hereby authorized to execute an extension of the contract for professional services by and between the Town of Hempstead and SMITH VALUATION SERVICES d/b/a STANDARD VALUATION SERVICES, for a term beginning January 1, 2019 and ending December 31, 2019 with an amount not to exceed the sum of THIRTY THOUSAND and 00/100 (\$30,000.00) DOLLARS, exclusive of disbursements; and

**BE IT FURTHER RESOLVED**, that the Commissioner of the Department of Planning and Economic Development is hereby authorized to approve substantiated payments not to exceed the sum of THIRTY THOUSAND and 00/100 (\$30,000.00) DOLLARS, which shall be charged to the appropriate Community Development Account.

The foregoing resolution was adopted upon roll call as follows:

AYES: ( )

NOES: ( )

Doc. No. 18-053  
November 15, 2018

Item # 59

Case # 29791

**EXTENSION OF CONTRACT FOR  
PROFESSIONAL SERVICE**

By and Between

**THE TOWN OF HEMPSTEAD**

and

**SMITH VALUATION SERVICES d/b/a STANDARD VALUATION SERVICES**

The contract between the parties dated the 6th day of February 2018 under Resolution No. 234-2018 is hereby extended as follows:

1. The term of the contract is hereby extended from January 1, 2019 to December 31, 2019.

All other terms and conditions in the original contract remain in full force and effect, including but not limited to the fee schedule annexed as Schedule "B" in the original contract a copy of which is annexed hereto.

Notwithstanding, the term and conditions hereof, the contract extension is specifically subject to approval by the Town Board for the Town of Hempstead and subject to any conditions contained in said resolution.

IN WITNESS WHEREOF, this extension has been executed by the parties hereto this day of \_\_\_\_\_, 2018.

**TOWN OF HEMPSTEAD**

By: \_\_\_\_\_

**GEORGE L. BAKICH  
COMMISSIONER**

**SMITH VALUATION SERVICES d/b/a  
STANDARD VALUATION SERVICES**

By: \_\_\_\_\_

APPROVED AS TO  
AVAILABLE FUNDS  
By: [Signature] Date: 12/18/18  
[Signature]  
KEVIN R. CONROY  
TOWN COMPTROLLER

12/18/18

APPROVED AS TO CONTENT  
DATE: 11-29-18  
[Signature]  
COUNSEL TO COMMISSIONER  
DEPT. OF PLANNING & ECONOMIC DEVELOPMENT

Doc. No. 18-053  
October 17, 2018

APPROVED  
[Signature]  
DIRECTOR OF PURCHASING

APPROVED AS TO FORM  
[Signature]  
SENIOR DEPUTY TOWN ATTORNEY  
DATE 12/3/18



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 25<sup>th</sup> day of October, 2018, before me personally came  
Andrew Albro, to me known, who being by me duly sworn did depose and say  
that he/she resides at 269 Roselle St, Mineola, NY and that he/she is the  
E. V. P of STANDARD VALUATION SERVICES, the corporation described in  
and which executed the foregoing instrument.

Neal D. Peysner  
Notary Public

NEAL D. PEYSNER  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01PE4948197  
Qualified in Nassau County  
My Commission Expires March 06, 2019

CASE NO.

RESOLUTION NO.

Adopted

offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING THE EXTENSION OF A CONTRACT BETWEEN THE TOWN OF HEMPSTEAD AND DENNIS AARONS & ASSOCIATES, INC., IN CONNECTION WITH THE COMMUNITY DEVELOPMENT PROGRAMS FOR THE TOWN OF HEMPSTEAD.**

**WHEREAS**, the Town of Hempstead sponsors a Community Development Block Grant Program in cooperation with the Nassau County Urban Consortium, administered by the Department of Planning and Economic Development; and

**WHEREAS**, the Commissioner of the Department of Planning and Economic Development recommends that a licensed real estate appraiser be retained to provide the proper appraisal and other necessary data with respect to acquisition of properties, and further recommends that the cost and disbursements relating to said professional services be charged to the appropriate community development account; and

**WHEREAS**, to satisfy this need the Commissioner of the Department of Planning and Economic Development published a Request for Proposal, in a widely read newspaper; and

**WHEREAS**, the Commissioner of the Department of Planning and Economic Development, has advised this Town Board that the R.F.P. response was acceptable and that the firm of DENNIS AARONS & ASSOCIATES, INC., whose principal place of business is located at 10 E. Merrick Road – Suite 202, Valley Stream, New York 11580 has performed the assigned projects in a satisfactory manner within the terms of Resolution No. 235-2018 adopted February 6, 2018. The Town is hereby exercising its option stated in Resolution No. 235-2018 to extend the contract of DENNIS AARONS & ASSOCIATES, INC., to the term beginning January 1, 2019 and ending December 31, 2019 with the base cap on the contract with an amount not to exceed THIRTY THOUSAND AND 00/100 (\$30,000.00) DOLLARS; and

**WHEREAS**, this Town Board deems that the use of the aforementioned firm is an appropriate and necessary expense and further that it serves the public interest.

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the Commissioner of the Department of Planning and Economic Development is hereby authorized to execute an extension of the contract for professional services by and between the Town of Hempstead and DENNIS AARONS & ASSOCIATES, INC., for a term beginning January 1, 2019 and ending December 31, 2019 or upon completion of project, for an amount not to exceed the sum of THIRTY THOUSAND and 00/100 (\$30,000.00) DOLLARS, exclusive of disbursements; and

**BE IT FURTHER RESOLVED**, that the Commissioner of the Department of Planning and Economic Development is hereby authorized to approve payment out of the appropriate Community Development Account up to Thirty Thousand (\$30,000.00) Dollars upon presentation of a duly executed claim form.

AYES: ( )

NOES: ( )

Doc. No. 18-052  
November 15, 2018

Item # 59

Case # 28808

**EXTENSION OF CONTRACT FOR  
PROFESSIONAL SERVICES**  
By and Between  
**TOWN OF HEMPSTEAD**  
and  
**DENNIS AARONS & ASSOCIATES, INC.**

The contract between the parties, dated the 6th day of February 2018, under Resolution No. 235-2018, is hereby extended as follows:

1. The term of the contract is hereby extended from January 1, 2019 to December 31, 2019.

All other terms and conditions in the original contract remain in full force and effect, including but not limited to the fee schedule annexed as Schedule B in the original contract, a copy of which is annexed hereto.

Notwithstanding the terms and conditions hereof, the contract extension is specifically subject to approval by the Town Board for the Town of Hempstead and subject to any conditions contained in said resolution.

**IN WITNESS WHEREOF**, this extension has been executed by the parties hereto the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**TOWN OF HEMPSTEAD**

By: \_\_\_\_\_  
**GEORGE L. BAKICH**  
**COMMISSIONER**

**DENNIS AARONS & ASSOCIATES, INC.**

By: \_\_\_\_\_  
**DANIEL AARONS**  
**PRESIDENT**

APPROVED AS TO  
AVAILABLE FUNDS  
By cap Date 12/5/18  
[Signature] 12/5/18  
**KEVIN R. CONROY**  
**TOWN COMPTROLLER**

APPROVED  
[Signature] 12/4/18  
**DIRECTOR OF PURCHASING**

APPROVED AS TO CONTENT  
DATE 11-27-18  
[Signature]  
**COUNSEL TO COMMISSIONER**  
**DEPT. OF PLANNING & ECONOMIC DEVELOPMENT**

Doc. No. 18-052  
October 17, 2018

APPROVED AS TO FORM  
[Signature]  
**SENIOR DEPUTY TOWN ATTORNEY**  
DATE 12/3/18

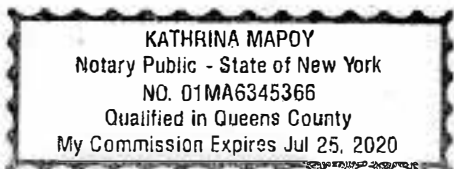
STATE OF NEW YORK )  
: ss.:  
COUNTY OF NASSAU )

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 1 day of November, 2018, before me personally came Daniel Aarons, to me known, who being by me duly sworn did depose and say that he resides at Port Washington NY and that he is the President of Aarons & Associates, Inc., the person described in and which executed the foregoing instrument.



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

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING THE EXTENSION OF A CONTRACT BETWEEN THE TOWN OF HEMPSTEAD AND BERKMAN, HENOCH, PETERSON, PEDDY & FENCHEL, P.C., ATTORNEYS AT LAW, TO PROVIDE PROFESSIONAL SERVICES IN CONNECTION WITH THE URBAN RENEWAL PROJECTS RELATED TO THE IMPLEMENTATION OF FEDERALLY FUNDED COMMUNITY DEVELOPMENT ACTIVITIES.**

**WHEREAS**, the Town of Hempstead sponsors a Community Development Block Grant Program in cooperation with the Nassau County Urban Consortium, administered by the Department of Planning and Economic Development; and

**WHEREAS**, the Commissioner of the Department of Planning and Economic Development recommends that an attorney be retained to perform professional services in connection with the planning and implementation of community development projects, and further recommends that the cost and disbursements relating to said professional services be charged to the appropriate community development account; and

**WHEREAS**, to satisfy this need the Commissioner of the Department of Planning and Economic Development published a Request for Proposal framed in accordance with the requirements of the United States Department of Housing and Urban Development, in a widely read newspaper; and

**WHEREAS**, the Commissioner of the Department of Planning and Economic Development has advised this Town Board that the R.F.P. response was acceptable and that the law firm of BERKMAN, HENOCH, PETERSON, PEDDY & FENCHEL, P.C, having their principal office at 100 Garden City Plaza, Garden City, New York 11530, have performed the assigned projects in a satisfactory manner within the terms of Resolution No. 238-2018 adopted February 6, 2018. The Town is hereby exercising the option stated in Resolution No. 238-2018 to extend the contract of BERKMAN, HENOCH, PETERSON, PEDDY & FENCHEL, P.C, to the term beginning January 1, 2019 and ending December 31, 2019 with the base cap on the contract in an amount not to exceed the sum of ONE HUNDRED THOUSAND AND 00/100 (\$100,000.00) DOLLARS; and

**WHEREAS**, this Town Board deems the firm of BERKMAN, HENOCH, PETERSON, PEDDY & FENCHEL, P.C, Attorneys at Law, to be duly qualified to perform the aforesaid legal work and that the use of the aforementioned firm serves the public interest.

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the Commissioner of the Department of Planning and Economic Development is hereby authorized to execute an extension of the contract for professional services by and between the Town of Hempstead and BERKMAN, HENOCH, PETERSON, PEDDY & FENCHEL, P.C, Attorneys at Law, for a term beginning January 1, 2019 and ending December 31, 2019 or upon completion of the assignment, not to exceed the sum of ONE HUNDRED THOUSAND and 00/100 (\$100,000.00) Dollars, exclusive of disbursements; and

**BE IT FURTHER RESOLVED**, that the Commissioner of the Department of Planning and Economic Development be and he hereby is authorized to approve substantiated payments not to exceed the sum of ONE HUNDRED THOUSAND and 00/100 (\$100,000.00) Dollars which shall be charged to the appropriate Community Development Account.

The foregoing resolution was adopted upon roll call as follows:

AYES: ( )

NOES: ( )

Item # 60

Case # 25852

**EXTENSION OF CONTRACT FOR  
PROFESSIONAL SERVICES**

By and Between

**TOWN OF HEMPSTEAD**

And

**BERKMAN, HENOCH, PETERSON, PEDDY & FENCHEL, P.C.**

The contract between the parties dated the 6<sup>th</sup> day of February, 2018 under Resolution No. 238-2018 is hereby extended as follows:

1. The term of the contract is hereby extended from January 1, 2019 to December 31, 2019.

All other terms and conditions in the original contract remain in full force and effect, including but not limited to the fee schedule annexed as Schedule B in the original contract, a copy of which is annexed hereto.

Notwithstanding the terms and conditions hereof, the contract extension is specifically subject to approval by the Town Board for the Town of Hempstead and subject to any conditions contained in said resolution.

**IN WITNESS WHEREOF**, this extension has been executed by the parties hereto the        day of        , 2018.

TOWN OF HEMPSTEAD

By: \_\_\_\_\_  
**GEORGE L. BAKICH**  
**COMMISSIONER**

BERKMAN, HENOCH, PETERSON,  
PEDDY & FENCHEL, P.C.  
Attorneys at Law

By: Joseph E. Maury, Jr.

APPROVED AS TO  
AVAILABLE FUNDS  
By: [Signature] Date: 12/15/18  
KEVIN R. CONROY  
TOWN COMPTROLLER

APPROVED  
[Signature] 11/29/18  
DIRECTOR OF PURCHASING  
DEPUTY TOWN COMPTROLLER

Doc. No. 18-048  
October 17, 2018

APPROVED AS TO FORM  
[Signature]  
CHIEF DEPUTY TOWN ATTORNEY  
DATE: 11/20/18

APPROVED AS TO CONTENTS  
DATE: 11-15-18  
Katrina R. Bialik  
COUNSEL TO COMMISSIONER  
DEPT. OF PLANNING & ECONOMIC DEVELOPMENT



CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING THE EXTENSION OF A CONTRACT BETWEEN THE TOWN OF HEMPSTEAD AND MINERVA & D'AGOSTINO, P.C., ATTORNEYS AT LAW, TO PROVIDE PROFESSIONAL SERVICES IN CONNECTION WITH THE URBAN RENEWAL PROJECTS RELATED TO THE IMPLEMENTATION OF FEDERALLY FUNDED COMMUNITY DEVELOPMENT ACTIVITIES.**

**WHEREAS**, the Town of Hempstead sponsors a Community Development Block Grant Program in cooperation with the Nassau County Urban Consortium, administered by the Department of Planning and Economic Development; and

**WHEREAS**, the Commissioner of the Department of Planning and Economic Development recommends that an attorney be retained to perform professional services in connection with the planning and implementation of community development projects, and further recommends that the cost and disbursements relating to said professional services be charged to the appropriate community development account; and

**WHEREAS**, to satisfy this need the Commissioner of the Department of Planning and Economic Development published a Request for Proposal framed in accordance with the requirements of the United States Department of Housing and Urban Development, in a widely read newspaper; and

**WHEREAS**, the Commissioner of the Department of Planning and Economic Development has advised this Town Board that the R.F.P., response was acceptable and that the law firm of MINERVA & D'AGOSTINO, P.C., having their principal office at 107 South Central Avenue, Valley Stream, New York 11580, have performed the assigned projects in a satisfactory manner within the terms of Resolution No. 240-2018 adopted February 6, 2018. The Town is hereby exercising the option stated in Resolution No. 240-2018 to extend the contract of MINERVA & D'AGOSTINO, P.C., to the term beginning January 1, 2019 and ending December 31, 2019 with the base cap on the contract in an amount not to exceed the sum of ONE HUNDRED THOUSAND AND 00/100 (\$100,000.00) DOLLARS; and

**WHEREAS**, this Town Board deems the firm of MINERVA & D'AGOSTINO, P.C., Attorneys at Law, to be duly qualified to perform the aforesaid legal work and that the use of the aforementioned firm serves the public interest.

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the Commissioner of the Department of Planning and Economic Development is hereby authorized to execute an extension of the contract for professional services by and between the Town of Hempstead and MINERVA & D'AGOSTINO, P.C., Attorneys at Law, for a term beginning January 1, 2019 and ending December 31, 2019 or upon completion of the assignment, not to exceed the sum of ONE HUNDRED THOUSAND and 00/100 (\$100,000.00) Dollars, exclusive of disbursements; and

**BE IT FURTHER RESOLVED**, that the Commissioner of the Department of Planning and Economic Development be and he hereby is authorized to approve substantiated payments not to exceed the sum of ONE HUNDRED THOUSAND and 00/100 (\$100,000.00) Dollars which shall be charged to the appropriate Community Development Account.

The foregoing resolution was adopted upon roll call as follows:

AYES: ( )

NOES: ( )

Item # 60

Case # 25477



**EXTENSION OF CONTRACT FOR  
PROFESSIONAL SERVICES**  
By and Between  
**TOWN OF HEMPSTEAD**  
And  
**MINERVA & D'AGOSTINO, P.C.**

The contract between the parties dated the 6<sup>th</sup> day of February, 2018 under Resolution No. 240-2018 is hereby extended as follows:

1. The term of the contract is hereby extended from January 1, 2019 to December 31, 2019.

All other terms and conditions in the original contract remain in full force and effect, including but not limited to the fee schedule annexed as Schedule B in the original contract, a copy of which is annexed hereto.

Notwithstanding the terms and conditions hereof, the contract extension is specifically subject to approval by the Town Board for the Town of Hempstead and subject to any conditions contained in said resolution.

**IN WITNESS WHEREOF**, this extension has been executed by the parties hereto the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

TOWN OF HEMPSTEAD

By: \_\_\_\_\_  
**GEORGE L. BAKICH**  
**COMMISSIONER**

MINERVA & D'AGOSTINO, P.C.  
Attorneys at Law

By: \_\_\_\_\_  
**DOMINICK MINERVA**

APPROVED AS TO  
AVAILABLE FUNDS  
By: Kevin R. Conroy Date: 11/29/18  
12/13/18  
KEVIN R. CONROY  
TOWN COMPTROLLER

Doc. No. 18-050  
October 16, 2018

APPROVED  
By: [Signature] Date: 11/29/18  
**DIRECTOR OF PURCHASING**  
**DEPUTY TOWN COMPTROLLER**  
COUNSEL TO COMMISSIONER  
DEPT. OF PLANNING & ECONOMIC DEVELOPMENT

APPROVED AS TO FORM  
By: [Signature]  
**CHIEF DEPUTY TOWN ATTORNEY**  
DATE: 11/20/18

APPROVED AS TO CONTENT  
DATE: 11-16-18  
Katrina R. Brooks  
**COUNSEL TO COMMISSIONER**  
**DEPT. OF PLANNING & ECONOMIC DEVELOPMENT**

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 *30<sup>th</sup>* day of *October*, 2018, before me personally came *Domènec Mexerik*, to me known, who being by me duly sworn did depose and say that he resides at *Hempstead, N.Y.* and that he is the *Secretary* of MINERVA & D'AGOSTINO, P.C., the *corporation* described in and which executed the foregoing instrument.

*Frances Russo*  
\_\_\_\_\_  
Notary Public

FRANCES RUSSO  
NOTARY PUBLIC, STATE OF NEW YORK  
NO. 30-4690417  
QUALIFIED IN NASSAU COUNTY  
COMMISSION EXPIRES OCT 31, *2021*

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING THE EXTENSION OF A CONTRACT BETWEEN THE TOWN OF HEMPSTEAD AND BRIAN J. DAVIS, P.C., ATTORNEY AT LAW, TO PROVIDE PROFESSIONAL SERVICES IN CONNECTION WITH URBAN RENEWAL PROJECTS RELATED TO THE IMPLEMENTATION OF FEDERALLY FUNDED COMMUNITY DEVELOPMENT ACTIVITIES.**

**WHEREAS**, the Town of Hempstead sponsors a Community Development Block Grant Program in cooperation with the Nassau County Urban Consortium, administered by the Department of Planning and Economic Development; and

**WHEREAS**, the Commissioner of the Department of Planning and Economic Development recommends that an attorney be retained to perform professional services in connection with the planning and implementation of community development projects, and further recommends that the cost and disbursements relating to said professional services be charged to the appropriate community development account; and

**WHEREAS**, to satisfy this need the Commissioner of the Department of Planning and Economic Development published a Request for Proposal framed in accordance with the requirements of the United States Department of Housing and Urban Development, in a widely read newspaper; and

**WHEREAS**, the Commissioner of the Department of Planning and Economic Development has advised this Town Board that the R.F.P. response was acceptable and that the law firm of BRIAN J. DAVIS, P.C., having his principal office at 400 Garden City Plaza, Suite 430, Garden City, New York 11530, has performed the assigned projects in a satisfactory manner within the terms of Resolution No. 239-2018 adopted February 6, 2018. The Town is hereby exercising the option stated in Resolution No. 239-2018 to extend the contract of BRIAN J. DAVIS, P.C., to the term beginning January 1, 2019 and ending December 31, 2019 with the base cap on the contract in an amount not to exceed the sum of ONE HUNDRED THOUSAND AND 00/100 (\$100,000.00) DOLLARS; and

**WHEREAS**, this Town Board deems the firm of BRIAN J. DAVIS, P.C., Attorney at Law, to be duly qualified to perform the aforesaid legal work and that the use of the aforementioned firm serves the public interest.

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the Commissioner of the Department of Planning and Economic Development is hereby authorized to execute an extension of the contract for professional services by and between the Town of Hempstead and BRIAN J. DAVIS, P.C., Attorney at Law, for a term beginning January 1, 2019 and ending December 31, 2019 or upon completion of the assignment, not to exceed the sum of ONE HUNDRED THOUSAND and 00/100 (\$100,000.00) Dollars, exclusive of disbursements; and

**BE IT FURTHER RESOLVED**, that the Commissioner of the Department of Planning and Economic Development be and he hereby is authorized to approve substantiated payments not to exceed the sum of ONE HUNDRED THOUSAND and 00/100 (\$100,000.00) Dollars which shall be charged to the appropriate Community Development Account.

The foregoing resolution was adopted upon roll call as follows:

AYES: ( )

NOES: ( )

Item # 60

Case # 28304

**EXTENSION OF CONTRACT FOR  
PROFESSIONAL SERVICES**

By and Between  
**TOWN OF HEMPSTEAD**

And  
**BRIAN J. DAVIS, P.C.**

The contract between the parties dated the 6th day of February, 2018 under Resolution No. 239-2018, is hereby extended as follows:

1. The term of the contract is hereby extended from January 1, 2019 to December 31, 2019.

All other terms and conditions in the original contract remain in full force and effect, including but not limited to the fee schedule annexed as Schedule B in the original contract, a copy of which is annexed hereto.

Notwithstanding the terms and conditions hereof, the contract extension is specifically subject to approval by the Town Board for the Town of Hempstead and subject to any conditions contained in said resolution.

**IN WITNESS WHEREOF**, this extension has been executed by the parties, hereto the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

TOWN OF HEMPSTEAD

By: \_\_\_\_\_  
**GEORGE L. BAKICH**  
**COMMISSIONER**

APPROVED AS TO  
AVAILABLE FUNDS  
By: Kevin R. Conroy Date: 11/29/18  
KEVIN R. CONROY  
TOWN COMPTROLLER 11/23/18

BRIAN J. DAVIS, P.C.  
Attorney at Law

By: Brian J. Davis

APPROVED AS TO CONTENT  
DATE: 11-15-18  
Katrina R. Broderick  
COUNSEL TO COMMISSIONER  
DEPT. OF PLANNING & ECONOMIC DEVELOPMENT

APPROVED  
William L. P. 11/29/18  
DIRECTOR OF PURCHASING  
DEPUTY TOWN COMPTROLLER

Doc. No. 18-051  
October 17, 2018

APPROVED AS TO FORM  
[Signature]  
CHIEF DEPUTY TOWN ATTORNEY  
DATE: 11/28/18

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 14<sup>th</sup> day of November, 2018, before me personally came Brian J. Davis, to me known, who being by me duly sworn did depose and say that he resides at 400 Garden City Plaza, Ste 430, Garden City, NY and that he is the President of BRIAN J. DAVIS, P.C., the \_\_\_\_\_ described in and which executed the foregoing instrument.

NICOLE VENDITTI  
Notary Public, State of New York  
Registration #02VE6335342  
Qualified In Nassau County  
Commission Expires Jan. 4, 2020

Nicole Venditti  
\_\_\_\_\_  
Notary Public

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING THE EXTENSION OF A CONTRACT BETWEEN THE TOWN OF HEMPSTEAD AND JOHN K. MOSS, P.C. ATTORNEY AT LAW, TO PROVIDE PROFESSIONAL SERVICES IN CONNECTION WITH URBAN RENEWAL PROJECTS RELATED TO THE IMPLEMENTATION OF FEDERALLY FUNDED COMMUNITY DEVELOPMENT ACTIVITIES.**

**WHEREAS**, the Town of Hempstead sponsors a Community Development Block Grant Program in cooperation with the Nassau County Urban Consortium, administered by the Department of Planning and Economic Development; and

**WHEREAS**, the Commissioner of the Department of Planning and Economic Development recommends that an attorney be retained to perform professional services in connection with the planning and implementation of community development projects, and further recommends that the cost and disbursements relating to said professional services be charged to the appropriate community development account; and

**WHEREAS**, to satisfy this need, the Commissioner of the Department of Planning and Economic Development published Request for Proposal, framed in accordance with the requirements of the United States Department of Housing and Urban Development, in a widely read newspaper; and

**WHEREAS**, the Commissioner, of the Department of Planning and Economic Development, has advised this Town Board that the R.F.P. response was acceptable and that the law firm of JOHN K. MOSS, P.C., having his principal office at 100 Garden City Plaza – Ste 203, Garden City, New York 11530, has performed the assigned Community Development projects in a satisfactory manner within the terms of Resolution No. 241-2018 adopted February 6, 2018. The Town is hereby exercising the option stated in Resolution No. 241-2018 to extend the contract of JOHN K. MOSS, P.C. to the term beginning January 1, 2019 and ending December 31, 2019 with the base cap on the contract with an amount not to exceed ONE HUNDRED THOUSAND and 00/100 (\$100,000.00) DOLLARS; and

**WHEREAS**, this Town Board deems that the use of the aforementioned firm is an appropriate and necessary expense, and further that it serves the public interest.

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the Commissioner of the Department of Planning and Economic Development is hereby authorized to execute an extension of the contract for professional services by and between the Town of Hempstead and JOHN K. MOSS, P.C., Attorneys at Law, for a term beginning January 1, 2019 and ending December 31, 2019, with an amount not to exceed the sum of ONE HUNDRED THOUSAND (\$100,000.00) Dollars, exclusive of disbursements, all, nevertheless, in the sole discretion of the Town Board, the exercise of which shall be done by Town of Hempstead Board Resolution duly adopted at a regularly scheduled meeting of the Town Board, upon such terms, conditions and stipulations as the Supervisor may deem fit and proper; and

**BE IT FURTHER RESOLVED**, that the Commissioner of the Department of Planning and Economic Development be and he hereby is authorized to approve substantiated payments not to exceed the sum of ONE HUNDRED THOUSAND and 00/100 (\$100,000.00) Dollars which shall be charged to the appropriate Community Development Account.

The foregoing resolution was adopted upon roll call as follows:

AYES: ( )

NOES: ( )

Item # 60

Case # 24747

**EXTENSION OF CONTRACT FOR  
PROFESSIONAL SERVICES**

By and Between  
**TOWN OF HEMPSTEAD**  
and  
**JOHN K. MOSS, P.C.**

The contract between the parties, dated the 6<sup>th</sup> day of February 2018, under Resolution No. 241-2018 is hereby extended as follows:

1. The term of this contract is hereby extended from January 1, 2019 to December 31, 2019.

All other terms and conditions in the original contract remain in full force and effect including but not limited to the fee schedule annexed as Schedule "B" in the original contract, a copy of which is annexed hereto.

Notwithstanding the terms and conditions hereof, this contract extension is specifically subject to approval by the Town Board for the Town of Hempstead and subject to any conditions contained in said resolution.

**IN WITNESS WHEREOF**, this extension has been executed by the parties hereto this            day of            , 2018 .

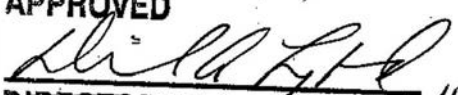
**TOWN OF HEMPSTEAD**


By: \_\_\_\_\_  
**GEORGE L. BAKICH**  
**COMMISSIONER**


**JOHN K. MOSS, P.C.**  
**Attorneys at Law**

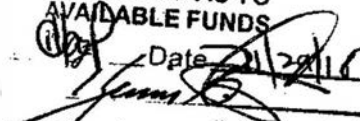
By: \_\_\_\_\_  
**JOHN K. MOSS**

Doc. No. 18-049  
October 17, 2018

**APPROVED**  
  
**DIRECTOR OF PURCHASING** 11/28/18  
**DEPUTY TOWN COMPTROLLER**

**APPROVED AS TO CONTENT**  
DATE 11-16-18  
  
**COUNSEL TO COMMISSIONER**  
**DEPT. OF PLANNING & ECONOMIC DEVELOPMENT**

**APPROVED AS TO FORM**  
  
**CHIEF DEPUTY TOWN ATTORNEY**  
DATE 11/28/18

**APPROVED AS TO  
AVAILABLE FUNDS**  
  
Date 11/29/18  
**TOWN COMPTROLLER** 12/3/18

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 23<sup>rd</sup> day of October, 2018, before me personally came John K. Moss, to me known, who being by me duly sworn did depose and say that he resides at 36 Apple St, Nassau County and that he is the President of JOHN K. MOSS, P.C, the described in and which executed the foregoing instrument.



---

Notary Public

**Milton Grunwald, Esq.**  
**Notary Public, State of New York**  
**No. 4841578**  
**Qualified in Nassau County**  
**Commission Expires May 31, 2019**



CASE NO.

RESOLUTION NO.

Adopted

offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING AN  
EXTENSION OF CONTRACT BETWEEN  
THE TOWN OF HEMPSTEAD AND  
VHB ENGINEERING, SURVEYING  
AND LANDSCAPE ARCHITECTURE, P.C. (VHB),  
TO PROVIDE PROFESSIONAL SERVICES  
IN CONNECTION WITH THE  
COMMUNITY DEVELOPMENT PROGRAMS OF THE  
TOWN OF HEMPSTEAD.**

**WHEREAS**, the Town of Hempstead is operating a Community Development Program in cooperation with the Nassau County Urban Consortium, which Community Development Program is receiving financial assistance from the U.S. Department of Housing and Urban Development under the provisions of the Housing and Community Development Act of 1974, as amended; and

**WHEREAS**, the Department of Planning and Economic Development required the services of land use planning firm to provide professional services and other necessary data with respect to the implementation of community development projects; and

**WHEREAS**, the Commissioner of the Department of Planning and Economic Development has advised this Town Board that the R.F.P. response was acceptable and that VHB ENGINEERING, SURVEYING AND LANDSCAPE ARCHITECTURE, P.C. (VHB) with offices at 50 Main Street – Suite 360, White Plains, NY 10606, has performed the assigned Community Development projects in a satisfactory manner within the terms of Resolution No. 233-2018 adopted February 6, 2018. The Town is hereby exercising the option stated in Resolution No. 233-2018 to extend the contract of VHB ENGINEERING, SURVEYING AND LANDSCAPE ARCHITECTURE, P.C. (VHB) to the term of January 1, 2019 to December 31, 2019 with the base cap on the contract for an amount not to exceed FIFTY THOUSAND AND 00/100 (\$50,000.00) DOLLARS; and

**WHEREAS**, this Town Board deems it to be in the public interest to retain the firm for the stated purpose.

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the Commissioner of the Department of Planning and Economic Development is hereby authorized to execute a contract for professional services by and between the Town of Hempstead and VHB ENGINEERING, SURVEYING AND LANDSCAPE ARCHITECTURE, P.C. (VHB) for a term beginning on January 1, 2019 and ending December 31, 2019, with an amount not to exceed the sum of FIFTY THOUSAND AND 00/100 (\$50,000.00) Dollars, exclusive of disbursements; and

**BE IT FURTHER RESOLVED**, that the Commissioner of the Department of Planning and Economic Development is hereby authorized to approve substantiated payments not to exceed the sum of FIFTY THOUSAND AND 00/100 (\$50,000.00) Dollars, which shall be charged to the appropriate Community Development Account.

The foregoing resolution was adopted upon roll call as follows:

AYES: ( )

NOES: ( )

Doc. No. 18-064  
November 26, 2018

Item # 61

Case # 28537

**EXTENSION OF CONTRACT  
FOR PROFESSIONAL SERVICES**

**By and Between  
TOWN OF HEMPSTEAD  
and  
VHB ENGINEERING, SURVEYING AND  
LANDSCAPE ARCHITECTURE, P.C.**

The contract between the parties dated the 6<sup>th</sup> day of February 2018 under Resolution No. 233-2018, is hereby extended as follows:

1. The term of the contract is hereby extended from January 1, 2019 to December 31, 2019.

All other terms and conditions in the original contract remain in full force and effect, including but not limited to the fee schedule annexed as Schedule "B" to the original contract, a copy of which is annexed hereto.

Notwithstanding the terms and conditions hereof, this contract extension is specifically subject to approval by the Town Board for the Town of Hempstead and subject to any conditions contained in said resolution.

**IN WITNESS WHEREOF**, this Extension has been executed by the parties hereto this            day of            , 2018.

**TOWN OF HEMPSTEAD**

By: \_\_\_\_\_  
**GEORGE L. BAKICH**  
Commissioner

APPROVED AS TO  
AVAILABLE FUNDS  
By Cap. Date 12/18/18  
[Signature]  
KEVIN R. CONROY  
TOWN COMPTROLLER

**VHB ENGINEERING, SURVEYING AND  
LANDSCAPE ARCHITECTURE, P.C. (VHB)**

By: P.N. O'Leary

Doc. No. 18-064  
November 1, 2018

APPROVED AS TO FORM  
Charles O. Heine  
SENIOR DEPUTY TOWN ATTORNEY  
DATE 12/3/18

APPROVED AS TO CONTENT  
DATE 11-30-18  
Katherine R. Birds  
COUNSEL TO COMMISSIONER  
DEPT. OF PLANNING & ECONOMIC DEVELOPMENT



CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING THE EXTENSION OF A CONTRACT BETWEEN THE TOWN OF HEMPSTEAD AND ALAN M. PARENTE d/b/a SENTINEL CONSULTING, TO PROVIDE CONSULTING SERVICES RELATED TO THE IMPLEMENTATION OF ONGOING FEDERALLY FUNDED COMMUNITY DEVELOPMENT PROJECTS**

**WHEREAS**, the Town of Hempstead is operating a Community Development program in cooperation with the Nassau County Urban Consortium, which Community Development Program is receiving financial assistance from the U.S. Department of Housing and Urban Development under the provisions of the Housing and Community Development Act of 1974, as amended; and

**WHEREAS**, the Commissioner of the Department of Planning and Economic Development required the services of a consultant to support community relations activities and perform other services in connection with the planning and implementation of community development projects; and

**WHEREAS**, to satisfy this need, the Commissioner of the Department of Planning and Economic Development published Request for Proposals, framed in accordance with the requirements of the United States Department of Housing and Urban Development, in a widely spread newspaper; and

**WHEREAS**, the Commissioner of The Department of Planning and Economic Development, has advised this Town Board that the R.F.P. response was acceptable and that ALAN M. PARENTE d/b/a SENTINEL CONSULTING, having its principal office at 2574 Neptune Avenue, Seaford, New York 11783, has performed the assigned Community Development projects in a satisfactory manner within the terms of Resolution No. 243-2018 adopted February 6, 2018. The Town is hereby exercising the option stated in Resolution No. 243-2018 to extend the contract of ALAN M. PARENTE d/b/a SENTINEL CONSULTING, to the term of January 1, 2019 to December 31, 2019 with the base cap on the contract for an amount not to exceed TWENTY THOUSAND and 00/100 (\$20,000.00) DOLLARS; and

**WHEREAS**, this Town Board deems that the use of the aforementioned firm is an appropriate and necessary expense, and further that it serves the public interest.

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the Commissioner of the Department of Planning and Economic Development is hereby authorized to execute an extension of the contract for professional services by and between the Town of Hempstead and ALAN M. PARENTE d/b/a SENTINEL CONSULTING, for a term beginning January 1, 2019 and ending December 31, 2019 with an amount not to exceed the sum of TWENTY THOUSAND and 00/100 (\$20,000.00) DOLLARS, exclusive of disbursements; and

**BE IT FURTHER RESOLVED**, that the Commissioner of the Department of Planning and Economic Development be and he hereby is authorized to approve payments not to exceed the sum of TWENTY THOUSAND and 00/100 (\$20,000.00) DOLLARS which shall be charged to the appropriate Community Development Account.

The foregoing resolution was adopted upon roll call as follows:

AYES: ( )

NOES: ( )

Doc. No. 18-040  
November 29, 2018

Item # 61

Case # 27056

**EXTENSION TO  
CONTRACT FOR PROFESSIONAL SERVICES  
By and Between  
TOWN OF HEMPSTEAD  
and  
SENTINEL CONSULTING**

The contract between the parties, dated the 6th day of February, 2018, under Resolution No. 243-2018 is hereby extended as follows:

- The term of this contract is hereby extended from January 1, 2019 to December 31, 2019.

All other terms and conditions in the original contract remain in full force and effect, including but not limited to the fee schedule annexed as Schedule "B" to the original contract, a copy of which is annexed hereto.

Notwithstanding the terms and conditions hereof, this contract extension is specifically subject to approval by the Town Board for the Town of Hempstead and subject to any conditions contained in said resolution.

IN WITNESS WHEREOF, this Extension has been executed by the parties hereto this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**TOWN OF HEMPSTEAD**

By: \_\_\_\_\_  
**GEORGE L. BAKICH**  
COMMISSIONER

**SENTINEL CONSULTING**

By: \_\_\_\_\_  
**ALAN M. PARENTE**

APPROVED AS TO CONTENT  
DATE 11-29-18  
*Katrina R. Broder*  
COUNSEL TO COMMISSIONER  
DEPT. OF PLANNING & ECONOMIC DEVELOPMENT

Approved as to:  
Form and Content  
By 12/5/18 Date CAF  
\_\_\_\_\_  
**KEVIN R. CONROY**  
TOWN COMPTROLLER

APPROVED  
*[Signature]*  
\_\_\_\_\_  
**DIRECTOR OF PURCHASING**

Doc. No. 18-040  
October 17, 2018

APPROVED AS TO FORM  
*Charles S. Heine*  
\_\_\_\_\_  
SENIOR DEPUTY TOWN ATTORNEY  
DATE 12/13/18



CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING THE EXTENSION OF A CONTRACT BETWEEN THE TOWN OF HEMPSTEAD AND MICHAEL L. ODDO, TO PROVIDE CONSULTING SERVICES RELATED TO THE IMPLEMENTATION OF ONGOING FEDERALLY FUNDED COMMUNITY DEVELOPMENT PROJECTS**

**WHEREAS**, the Town of Hempstead is operating a Community Development Program in cooperation with the Nassau County Urban Consortium, which Community Development Program is receiving financial assistance from the U.S. Department of Housing and Urban Development under the provisions of the Housing and Community Development Act of 1974, as amended; and

**WHEREAS**, the Department of Planning and Economic Development required the services of a consultant to provide professional services and other necessary data with respect to the implementation of community development projects; and

**WHEREAS**, the Commissioner of The Department of Planning and Economic Development, has advised this Town Board that the R.F.P. response was acceptable and that MICHAEL L. ODDO, having his principal office at 164 Eastwood Avenue, Deer Park, New York 11725, has performed the assigned Community Development project in a satisfactory manner within the terms of Resolution No. 244-2018 adopted February 6, 2018. The Town is hereby exercising the option stated in Resolution No. 244-2018 to extend the contract of MICHAEL L. ODDO, to the term of January 1, 2019 to December 31, 2019 with the base cap on the contract for an amount not to exceed TWENTY THOUSAND and 00/100 (\$20,000.00) Dollars; and

**WHEREAS**, the Town Board deems it to be in the public interest to retain the firm for the stated purpose.

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the Commissioner of The Department of Planning and Economic Development is hereby authorized to execute an extension of the contract for professional services by and between the Town of Hempstead and MICHAEL L. ODDO, in connection with the planning and implementation of community development projects, for a term beginning January 1, 2019 and ending December 31, 2019, with an amount not to exceed the sum of TWENTY THOUSAND (\$20,000.00) exclusive of disbursements; and

**BE IT FURTHER RESOLVED**, that the Commissioner of the Department of Planning and Economic Development is hereby authorized to approve payments not to exceed the sum of TWENTY THOUSAND and 00/100 (\$20,000.00) DOLLARS which shall be charged to the appropriate Community Development Account.

The foregoing resolution was adopted upon roll call as follows:

AYES: ( )

NOES: ( )

Doc. No. 18-039  
November 15, 2018

Item # 61

Case # 9346

**EXTENSION TO  
CONTRACT FOR PROFESSIONAL SERVICES  
By and Between  
TOWN OF HEMPSTEAD  
and  
MICHAEL L. ODDO**

The contract between the parties, dated the 6th day of February, 2018, under Resolution No. 244-2018, is hereby extended as follows:

1. The term of the contract is hereby extended from January 1, 2019 to December 31, 2019.

All other terms and conditions in the original contract remain in full force and effect, including but not limited to the fee schedule annexed as Schedule "B" to the original contract, a copy of which is annexed hereto.

Notwithstanding the terms and conditions hereof, this contract extension is specifically subject to the approval by the Town Board for the Town of Hempstead and subject to any conditions contained in said resolution.

**IN WITNESS WHEREEOF**, this Extension has been executed by the parties hereto this \_\_\_\_\_ day of \_\_\_\_\_, 2018

**TOWN OF HEMPSTEAD**

By: \_\_\_\_\_  
**GEORGE L. BAKICH**  
COMMISSIONER

Approved as to:  
Form and Content

By: Kevin R. Conroy Date: 12/5/18 MICHAEL L. ODDO

Kevin R. Conroy  
TOWN COMPTROLLER

By: Michael L. Oddo

APPROVED  
Stanley H. ...  
DIRECTOR OF PURCHASING

APPROVED AS TO CONTENT  
DATE: 11-29-18

Katrina R. Broderick  
COUNSEL TO COMMISSIONER  
DEPT. OF PLANNING & ECONOMIC DEVELOPMENT

Doc. No. 18-039  
October 17, 2018

APPROVED AS TO FORM  
Charles O. Heine  
SENIOR DEPUTY TOWN ATTORNEY  
DATE 12/3/18





CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING THE EXTENSION OF A CONTRACT BETWEEN THE TOWN OF HEMPSTEAD AND VISION ACCOMPLISHED, INC., TO PROVIDE CONSULTING SERVICES RELATED TO THE IMPLEMENTATION OF ONGOING FEDERALLY FUNDED COMMUNITY DEVELOPMENT PROJECTS**

**WHEREAS**, the Town of Hempstead is operating a Community Development Program in cooperation with the Nassau County Urban Consortium, which Community Development Program is receiving financial assistance from the U.S. Department of Housing and Urban Development under the provisions of the Housing and Community Development Act of 1974, as amended; and

**WHEREAS**, the Department of Planning and Economic Development requires the services of consultants to provide professional services and other necessary data with respect to the implementation of community development projects; and

**WHEREAS**, the Commissioner of The Department of Planning and Economic Development, has advised this Town Board that the R.F.P. response was acceptable and that VISION ACCOMPLISHED, INC., having his principal office at 66 Virginia Avenue, Plainview, New York 11803, has performed the assigned Community Development project in a satisfactory manner within the terms of Resolution No. 245-2018 adopted February 6, 2018. The Town is hereby exercising the option stated in Resolution No. 245-2018 to extend the contract of VISION ACCOMPLISHED, INC., to the term of January 1, 2019 to December 31, 2019 with the base cap on the contract for an amount not to exceed TWENTY THOUSAND and 00/100 (\$20,000.00) Dollars; and

**WHEREAS**, the Town Board deems it to be in the public interest to retain the firm for the stated purpose.

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the Commissioner of The Department of Planning and Economic Development is hereby authorized to execute an extension of the contract for professional services by and between the Town of Hempstead and VISION ACCOMPLISHED, INC., in connection with the planning and implementation of community development projects, for a term beginning January 1, 2019 and ending December 31, 2019, with an amount not to exceed the sum of TWENTY THOUSAND (\$20,000.00) exclusive of disbursements; and

**BE IT FURTHER RESOLVED**, that the Commissioner of the Department of Planning and Economic Development is hereby is authorized to approve substantiated payments not to exceed the sum of TWENTY THOUSAND and 00/100 (\$20,000.00) DOLLARS which shall be charged to the appropriate Community Development Account.

The foregoing resolution was adopted upon roll call as follows:

AYES: ( )

NOES: ( )

**EXTENSION TO  
CONTRACT FOR PROFESSIONAL SERVICES  
By and Between  
TOWN OF HEMPSTEAD  
and  
VISION ACCOMPLISHED, INC.**

The contract between the parties, dated the 6th day of February 2018, under Resolution No. 245-2018 is hereby extended as follows:

1. The term of the contract is hereby extended from January 1, 2019 to December 31, 2019.

All other terms and conditions in the original contract remain in full force and effect, including but not limited to the fee schedule annexed as Schedule "B" to the original contract, a copy of which is annexed hereto.

Notwithstanding the terms and conditions hereof, this contract extension is specifically subject to the approval by the Town Board for the Town of Hempstead and subject to any conditions contained in said resolution.

**IN WITNESS WHEREEOF**, this Extension has been executed by the parties hereto this            day of            , 2018.

**TOWN OF HEMPSTEAD**

By: \_\_\_\_\_  
**GEORGE L. BAKICH  
COMMISSIONER**

Approved as to:  
Form and Content  
By cal Date 12/5/18  
Kevin R. Conroy  
**KEVIN R. CONROY  
TOWN COMPTROLLER**

~~VISION ACCOMPLISHED, INC.~~  
By: Thomas V. Savino  
**THOMAS V. SAVINO**

APPROVED AS TO CONTENT  
DATE 11-29-18  
Katrina R. Brooks  
COUNSEL TO COMMISSIONER  
DEPT. OF PLANNING & ECONOMIC DEVELOPMENT

APPROVED  
Donald J. ...  
DIRECTOR OF PURCHASING

Doc. No. 18-041  
October 17, 2018

APPROVED AS TO FORM  
Charles O. Steine  
SENIOR DEPUTY TOWN ATTORNEY  
DATE 12/3/18

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 27<sup>th</sup> day of November, 2018, before me personally came  
, to me known, who being by me duly sworn did depose and say that he/she  
resides at 66 Virginia Ave, Plaquemine and that he/she is the  
of VISION ACCOMPLISHED, INC., the described in and  
which executed the foregoing instrument.

MARIA HERNANDEZ  
NOTARY PUBLIC, State of New York  
NO. 01HE6076686  
Qualified in Nassau County  
Commission Expires December 28, 2018

Maria Hernandez  
\_\_\_\_\_  
Notary Public

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING THE EXTENSION OF A CONTRACT BETWEEN THE TOWN OF HEMPSTEAD AND KAS CONSULTING TO PROVIDE CONSULTING SERVICES RELATED TO THE IMPLEMENTATION OF ONGOING AND FEDERALLY FUNDED COMMUNITY DEVELOPMENT PROJECTS.**

**WHEREAS**, the Town of Hempstead sponsors a Community Development Block Grant Program in cooperation with the Nassau County Urban Consortium, administrated for the Town by the Department of Planning and Economic Development; and

**WHEREAS**, the Commissioner of the Department of Planning and Economic Development required the services of a consultant to support community relations activities and perform other services in connection with the planning and implementation of community development projects; and

**WHEREAS**, to satisfy this need, the Commissioner of the Department of Planning and Economic Development published Request for Proposals, framed in accordance with the requirements of the United States Department of Housing and Urban Development, in a widely spread newspaper; and

**WHEREAS**, the Commissioner of The Department of Planning and Economic Development, has advised this Town Board that the R.F.P. response was acceptable and that KAS CONSULTING, having its principal office at 1348 Cedar Drive, East Meadow, New York 11554, has performed the assigned Community Development projects in a satisfactory manner within the terms of Resolution No. 246-2018 adopted February 6, 2018. The Town is hereby exercising the option stated in Resolution No. 246-2018 to extend the contract of KAS CONSULTING, to the term of January 1, 2019 to December 31, 2019 with the base cap on the contract for an amount not to exceed TWENTY THOUSAND and 00/100 (\$20,000.00) DOLLARS; and

**WHEREAS**, this Town Board deems that the use of the aforementioned firm is an appropriate and necessary expense, and further that it serves the public interest.

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the Commissioner of The Department of Planning and Economic Development is hereby authorized to execute an extension of the contract for professional services by and between the Town of Hempstead and KAS CONSULTING, for a term beginning January 1, 2019 and ending December 31, 2019 with an amount not to exceed the sum of TWENTY THOUSAND and 00/100 (\$20,000.00) DOLLARS, exclusive of disbursements; and

**BE IT FURTHER RESOLVED**, that the Commissioner of the Department of Planning and Economic Development be and he hereby is authorized to approve payments not to exceed the sum of TWENTY THOUSAND and 00/100 (\$20,000.00) DOLLARS which shall be charged to the appropriate Community Development Account.

The foregoing resolution was adopted upon roll call as follows:

AYES: ( )

NOES: ( )

Doc. No. 18-038  
November 15, 2018

Item # 61

Case # 29014

**EXTENSION TO  
CONTRACT FOR PROFESSIONAL SERVICES  
By and Between  
TOWN OF HEMPSTEAD  
and  
KAS CONSULTING**

The contract between the parties, dated the 6th day of February, 2018, under Resolution No. 246-2018 is hereby extended as follows:

- The term of this contract is hereby extended from January 1, 2019 to December 31, 2019.

All other terms and conditions in the original contract remain in full force and effect, including but not limited to the fee schedule annexed as Schedule "B" to the original contract, a copy of which is annexed hereto.

Notwithstanding the terms and conditions hereof, this contract extension is specifically subject to approval by the Town Board for the Town of Hempstead and subject to any conditions contained in said resolution.

IN WITNESS WHEREOF, this Extension has been executed by the parties hereto this                      day of                      , 2018.

**TOWN OF HEMPSTEAD**

By: \_\_\_\_\_  
**GEORGE L. BAKICH**  
COMMISSIONER

**KAS CONSULTING**

By: Kathy A. Sefchek  
**KATHY A. SEFCHEK**

APPROVED AS TO  
AVAILABLE FUNDS  
By cal Date 11/5/18  
[Signature]  
KEVIN R. CONROY  
TOWN COMPTROLLER

APPROVED AS TO CONTENT  
DATE 11-29-18  
Katherine R. Brooks  
COUNSEL TO COMMISSIONER  
DEPT. OF PLANNING & ECONOMIC DEVELOPMENT

APPROVED  
[Signature]  
DIRECTOR OF PURCHASING

APPROVED AS TO FORM  
Charles O. Hume  
SENIOR DEPUTY TOWN ATTORNEY  
DATE 12/3/18



CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING THE EXTENSION OF A CONTRACT BETWEEN THE TOWN OF HEMPSTEAD AND CASHIN ASSOCIATES, P.C., TO PROVIDE PROFESSIONAL SERVICES IN CONNECTION WITH THE COMMUNITY DEVELOPMENT PROGRAMS OF THE TOWN OF HEMPSTEAD**

**WHEREAS**, the Town of Hempstead sponsors a Community Development Block Grant Program in cooperation with the Nassau County Urban Consortium, administrated for the Town by the Department of Planning and Economic Development; and

**WHEREAS**, the Commissioner of the Department of Planning and Economic Development recommended that a landscape architect be retained to perform professional services of a consultant to support community relations activities and perform other services in connection with the planning and implementation of community development projects; and

**WHEREAS**, to satisfy this need, the Commissioner of the Department of Planning and Economic Development published Request for Proposals, framed in accordance with the requirements of the United States Department of Housing and Urban Development, in a widely spread newspaper; and

**WHEREAS**, the Commissioner of The Department of Planning and Economic Development, has advised this Town Board that the R.F.P. response was acceptable and that CASHIN ASSOCIATES, P.C., having its principal office at 1200 Veterans Memorial Highway, Hauppauge, New York, 11788 has performed the assigned Community Development projects in a satisfactory manner within the terms of Resolution No. 248-2018 adopted February 6, 2018. The Town is hereby exercising the option stated in Resolution No. 248-2018 to extend the contract of CASHIN ASSOCIATES, P.C., to the term of January 1, 2019 to December 31, 2019 with the base cap on the contract for an amount not to exceed TEN THOUSAND and 00/100 (\$10,000.00) DOLLARS; and

**WHEREAS**, this Town Board deems that the use of the aforementioned firm is an appropriate and necessary expense, and further that it serves the public interest.

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the Commissioner of The Department of Planning and Economic Development is hereby authorized to execute an extension of the contract for professional services by and between the Town of Hempstead and CASHIN ASSOCIATES, P.C., for a term beginning January 1, 2019 and ending December 31, 2019 with an amount not to exceed the sum of TEN THOUSAND and 00/100 (\$10,000.00) DOLLARS, exclusive of disbursements; and

**BE IT FURTHER RESOLVED**, that the Commissioner of the Department of Planning and Economic Development be and he hereby is authorized to approve substantiated payments not to exceed the sum of TEN THOUSAND and 00/100 (\$10,000.00) DOLLARS which shall be charged to the appropriate Community Development Account.

The foregoing resolution was adopted upon roll call as follows:

AYES: ( )

NOES: ( )

Item # 62

Case # 15294



**EXTENSION TO  
CONTRACT FOR PROFESSIONAL SERVICES  
By and Between  
TOWN OF HEMPSTEAD  
and  
Cashin Associates, P.C.**

The contract between the parties, dated the 6<sup>th</sup> day of February, 2018, under Resolution No. 248-2018 is hereby extended as follows:

- The term of this contract is hereby extended from January 1, 2019 to December 31, 2019.

All other terms and conditions in the original contract remain in full force and effect, including but not limited to the fee schedule annexed as Schedule "B" to the original contract, a copy of which is annexed hereto.

Notwithstanding the terms and conditions hereof, this contract extension is specifically subject to approval by the Town Board for the Town of Hempstead and subject to any conditions contained in said resolution.

IN WITNESS WHEREOF, this Extension has been executed by the parties hereto this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**TOWN OF HEMPSTEAD**

By: \_\_\_\_\_  
GEORGE L. BAKICH  
Commissioner

**Cashin Associates, P.C.**

APPROVED AS TO  
AVAILABLE FUNDS  
By: Kevin R. Conroy Date: 12/5/18  
KEVIN R. CONROY  
TOWN COMPTROLLER

By: Jan Dean

APPROVED AS TO CONTENT  
DATE: 11-29-18  
Katrina R. Brooks  
COUNSEL TO COMMISSIONER  
DEPT. OF PLANNING & ECONOMIC DEVELOPMENT

Doc. No. 18-056  
October 19, 2018

APPROVED  
Anthony J. [Signature]  
DIRECTOR OF PURCHASING

APPROVED AS TO FORM  
Charles S. Heine  
SENIOR DEPUTY TOWN ATTORNEY  
DATE: 12/13/18



CASE NO.  
Adopted

RESOLUTION NO.

offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING AN EXTENSION  
OF CONTRACT BETWEEN THE TOWN OF  
HEMPSTEAD AND CARMAN-DUNNE, P.C. TO  
PROVIDE PROFESSIONAL SERVICES IN  
CONNECTION WITH THE COMMUNITY  
DEVELOPMENT PROGRAMS OF THE TOWN OF  
HEMPSTEAD.**

**WHEREAS**, the Town of Hempstead is operating a Community Development Program in cooperation with the Nassau County Urban Consortium, which Community Development Program is receiving financial assistance from the U.S. Department of Housing and Urban Development under the provisions of the Housing and Community Development Act of 1974, as amended; and

**WHEREAS**, the Department of Planning and Economic Development required the services of engineering consultants to provide professional services and other necessary data with respect to the implementation of community development projects; and

**WHEREAS**, the Commissioner of the Department of Planning and Economic Development has advised this Town Board that the R.F.P. response was acceptable and that CARMAN-DUNNE, P.C., with offices at 2 Lakeview Avenue, Lynbrook, New York 11563, has performed the assigned Community Development projects in a satisfactory manner within the terms of Resolution No. 249-2018 adopted February 6, 2018. The Town is hereby exercising the option stated in Resolution No. 249-2018 to extend the contract of CARMAN-DUNNE, P.C., to the term of January 1, 2019 to December 31, 2019 with the base cap on the contract for an amount not to exceed ONE HUNDRED THOUSAND AND 00/100 (\$100,000.00) DOLLARS; and

**WHEREAS**, this Town Board deems it to be in the public interest to retain the firm for the stated purpose.

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the Commissioner of the Department of Planning and Economic Development is hereby authorized to execute a contract for professional services by and between the Town of Hempstead and CARMAN-DUNNE, P.C., for a term beginning on January 1, 2019 and ending December 31, 2019, with an amount not to exceed the sum of ONE HUNDRED THOUSAND AND 00/100 (\$100,000.00) Dollars, exclusive of disbursements; and

**BE IT FURTHER RESOLVED**, that the Commissioner of the Department of Planning and Economic Development is hereby authorized to approve substantiated payments not to exceed the sum of ONE HUNDRED THOUSAND AND 00/100 (\$100,000.00) Dollars, which shall be charged to the appropriate Community Development Account.

The foregoing resolution was adopted upon roll call as follows:

AYES : ( )

NOES; ( )

Doc. No. 18-043  
November 21, 2018

Item # 63

Case # 10668

**EXTENSION OF CONTRACT FOR  
PROFESSIONAL SERVICES**

**By and Between  
TOWN OF HEMPSTEAD  
and  
CARMAN-DUNNE, P.C.**

The contract between the parties dated the 6th day of February 2018, under Resolution No. 249-2018, is hereby extended as follows:

1. The term of the contract is hereby extended from January 1, 2019 to December 31, 2019.

All other terms and conditions in the original contract remain in full force and effect, including but not limited to the fee schedule annexed as Schedule "B" to the original contract, a copy of which is annexed hereto.

Notwithstanding the terms and conditions hereof, this contract extension is specifically subject to approval by the Town Board for the Town of Hempstead and subject to any conditions contained in said resolution.

**IN WITNESS WHEREOF**, this Extension has been executed by the parties hereto this        day of        , 2018.

**TOWN OF HEMPSTEAD**

By: \_\_\_\_\_

**GEORGE L. BAKICH  
COMMISSIONER**

APPROVED AS TO  
AVAILABLE FUNDS  
By: Kevin R. Conroy Date: 12/3/18  
\_\_\_\_\_  
KEVIN R. CONROY  
TOWN COMPTROLLER  
12/5/18

**CARMAN-DUNNE, P.C.**

By: \_\_\_\_\_

**JOHN J. TOSCANO  
President**

APPROVED AS TO CONTENT  
DATE: 11-28-18  
Katiana R. Brodsky  
COUNSEL TO COMMISSIONER  
DEPT. OF PLANNING & ECONOMIC DEVELOPMENT

Doc. No. 18-043  
October 12, 2018

APPROVED  
[Signature]  
DIRECTOR OF PURCHASING  
DATE: 12/4/18

APPROVED AS TO FORM  
Charles O. Heine  
SENIOR DEPUTY TOWN ATTORNEY  
DATE: 12/3/18



CASE NO.

RESOLUTION NO.

Adopted

offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING AN EXTENSION OF CONTRACT BETWEEN THE TOWN OF HEMPSTEAD AND LOCKWOOD, KESSLER & BARTLETT, INC., TO PROVIDE PROFESSIONAL SERVICES IN CONNECTION WITH THE COMMUNITY DEVELOPMENT PROGRAMS OF THE TOWN OF HEMPSTEAD.**

**WHEREAS**, the Town of Hempstead is operating a Community Development Program in cooperation with the Nassau County Urban Consortium, which Community Development Program is receiving financial assistance from the U.S. Department of Housing and Urban Development under the provisions of the Housing and Community Development Act of 1974, as amended; and

**WHEREAS**, the Department of Planning and Economic Development required the services of engineering consultants to provide professional services and other necessary data with respect to the implementation of community development projects; and

**WHEREAS**, the Commissioner of the Department of Planning and Economic Development has advised this Town Board that the R.F.P. response was acceptable and that LOCKWOOD, KESSLER & BARTLETT, INC., with offices at 1 Aerial Way, Syosset, New York 11791, has performed the assigned Community Development projects in a satisfactory manner within the terms of Resolution No. 250-2018 adopted February 6, 2018. The Town is hereby exercising the option stated in Resolution No. 250-2018 to extend the contract of LOCKWOOD, KESSLER & BARTLETT, INC., to the term of January 1, 2019 to December 31, 2019 with the base cap on the contract for an amount not to exceed ONE HUNDRED THOUSAND AND 00/100 (\$100,000.00) DOLLARS; and

**WHEREAS**, this Town Board deems it to be in the public interest to retain the firm for the stated purpose.

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the Commissioner of the Department of Planning and Economic Development is hereby authorized to execute a contract for professional services by and between the Town of Hempstead and Lockwood, Kessler & Bartlett, Inc., for a term beginning on January 1, 2019 and ending December 31, 2019, with an amount not to exceed the sum of ONE HUNDRED THOUSAND AND 00/100 (\$100,000.00) Dollars, exclusive of disbursements; and

**BE IT FURTHER RESOLVED**, that the Commissioner of the Department of Planning and Economic Development is hereby authorized to approve substantiated payments not to exceed the sum of ONE HUNDRED THOUSAND AND 00/100 (\$100,000.00) Dollars, which shall be charged to the appropriate Community Development Account.

The foregoing resolution was adopted upon roll call as follows:

AYES : ( )

NOES; ( )

Doc. No. 18-045  
November 21, 2018

Item # 63

Case # 19967

**EXTENSION OF CONTRACT  
FOR PROFESSIONAL SERVICES  
By and Between The  
TOWN OF HEMPSTEAD  
and  
LOCKWOOD, KESSLER & BARTLETT, INC.**

The contract between the parties dated the 6th day of February 2018, under Resolution No. 250-2018, is hereby extended as follows:

1. The term of the contract is hereby extended from January 1, 2019 to December 31, 2019.

All other terms and conditions in the original contract remain in full force and effect, including but not limited to the fee schedule annexed as Exhibit "B" to the original contract, a copy of which is annexed hereto.

Notwithstanding the terms and conditions hereof, this contract amendment is specifically subject to approval by the Town Board for the Town of Hempstead and subject to any conditions contained in said resolution.

**IN WITNESS WHEREOF**, this Amendment has been executed by the parties hereto this        day of        , 2018.

**TOWN OF HEMPSTEAD**

By: \_\_\_\_\_  
**GEORGE L. BAKICH**  
COMMISSIONER

**LOCKWOOD, KESSLER & BARTLETT, INC.**

By: *Andre Haddad*  
**ANDRE HADDAD**  
President

APPROVED AS TO  
AVAILABLE FUNDS  
By *Kevin R. Conroy* Date *12/5/18*  
**KEVIN R. CONROY**  
TOWNSHIP CLERK

APPROVED AS TO CONTENT  
DATE *11-28-18*  
*Katrina R. Brooks*  
COUNSEL TO COMMISSIONER  
DEPT. OF PLANNING & ECONOMIC DEVELOPMENT

Doc. No. 18-045  
October 12, 2018

APPROVED AS TO FORM  
*Charles S. Heine*  
SENIOR DEPUTY TOWN ATTORNEY  
DATE *12/3/18*

APPROVED  
*Scott H. [unclear]* *12/4/18*  
DIRECTOR OF PURCHASING

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

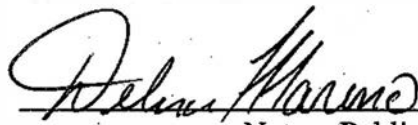
On this        day of        , 2018 before me personally came GEORGE L. BAKICH, to me known and known to me to be the Commissioner of DPED, of the Town of Hempstead, Nassau County, New York, who being by me duly sworn did depose and say that he resides at 200 N Franklin St, Hempstead, New York 11550; 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 29<sup>th</sup> day of Oct. , 2018, before me personally came Andre Hallad , to me known, who being by me duly sworn did depose and say that he resides at 119 Dean Street, Hicksville, N.Y. and that he is the ~~President~~ of LOCKWOOD, KESSLER & BARTLETT, INC., the *firm* described in and which executed the foregoing instrument.

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

DEBRA MARINO  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01MA6323867  
Qualified in Nassau County  
My Commission Expires April 27, 2019



CASE NO.

RESOLUTION NO.

Adopted

offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING AN EXTENSION OF CONTRACT BETWEEN THE TOWN OF HEMPSTEAD AND NELSON, POPE & VOORHIS, LLC TO PROVIDE PROFESSIONAL SERVICES IN CONNECTION WITH THE COMMUNITY DEVELOPMENT PROGRAMS OF THE TOWN OF HEMPSTEAD.**

**WHEREAS**, the Town of Hempstead is operating a Community Development Program in cooperation with the Nassau County Urban Consortium, which Community Development Program is receiving financial assistance from the U.S. Department of Housing and Urban Development under the provisions of the Housing and Community Development Act of 1974, as amended; and

**WHEREAS**, the Department of Planning and Economic Development required the services of engineering consultants to provide professional services and other necessary data with respect to the implementation of community development projects; and

**WHEREAS**, the Commissioner of the Department of Planning and Economic Development has advised this Town Board that the R.F.P. response was acceptable and that NELSON, POPE & VOORHIS, LLC with offices at 572 Walt Whitman Road, Melville, New York 11747, has performed the assigned Community Development projects in a satisfactory manner within the terms of Resolution No. 252-2018 adopted February 6, 2018. The Town is hereby exercising the option stated in Resolution No. 252-2018 to extend the contract of NELSON, POPE & VOORHIS, LLC, to the term of January 1, 2019 to December 31, 2019 with the base cap on the contract for an amount not to exceed ONE HUNDRED THOUSAND AND 00/100 (\$100,000.00) DOLLARS; and

**WHEREAS**, this Town Board deems it to be in the public interest to retain the firm for the stated purpose.

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the Commissioner of the Department of Planning and Economic Development is hereby authorized to execute a contract for professional services by and between the Town of Hempstead and NELSON, POPE & VOORHIS, LLC, for a term beginning on January 1, 2019 and ending December 31, 2019, with an amount not to exceed the sum of ONE HUNDRED THOUSAND AND 00/100 (\$100,000.00) Dollars, exclusive of disbursements; and

**BE IT FURTHER RESOLVED**, that the Commissioner of the Department of Planning and Economic Development is hereby authorized to approve substantiated payments not to exceed the sum of ONE HUNDRED THOUSAND AND 00/100 (\$100,000.00) Dollars, which shall be charged to the appropriate Community Development Account.

The foregoing resolution was adopted upon roll call as follows:

AYES : ( )

NOES; ( )

Doc. No. 18-046  
November 26, 2018

Item # 63

Case # 16530

**EXTENSION OF CONTRACT FOR  
PROFESSIONAL SERVICES  
By and Between  
TOWN OF HEMPSTEAD  
and  
NELSON, POPE & VOORHIS, LLC.**

The contract between the parties dated the 6th day of February 2018, under Resolution No. 252-2018, is hereby extended as follows:

1. The term of the contract is hereby extended from January 1, 2019 to December 31, 2019.

All other terms and conditions in the original contract remain in full force and effect, including but not limited to the fee schedule annexed as Schedule "B" to the original contract, a copy of which is annexed hereto.

Notwithstanding the terms and conditions hereof, this contract extension is specifically subject to approval by the Town Board for the Town of Hempstead and subject to any conditions contained in said resolution.

**IN WITNESS WHEREOF**, this Extension has been executed by the parties hereto this            day of            , 2018.

**TOWN OF HEMPSTEAD**

By: \_\_\_\_\_

**GEORGE L. BAKICH  
COMMISSIONER**

**NELSON, POPE & VOORHIS,  
LLC.**

By: Ami Amell

APPROVED AS TO  
AVAILABLE FUNDS  
By: [Signature] Date 12/5/18  
[Signature] 12/5/18  
KEVIN R. SONBOY  
TOWN COMPTROLLER

APPROVED  
[Signature] 12/5/18  
DIRECTOR OF PURCHASING

Doc. No. 18-046  
October 12, 2018

APPROVED AS TO FORM  
Charles O. Heine  
SENIOR DEPUTY TOWN ATTORNEY  
DATE 12/13/18

APPROVED AS TO CONTENT  
DATE 11/20/18  
[Signature]  
COUNSEL TO COMMISSIONER  
DEPT. OF PLANNING & ECONOMIC DEVELOPMENT

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 25<sup>th</sup> day of October, 2018, before me personally came Carrie O'Farrell, AICP  
, to me known, who being by me duly sworn did depose and say that he/she  
resides at 572 Walt Whitman Rd, Melville, NY 11747 and that he/she is the Senior Partner  
of NELSON, POPE & VOORHIS, LLC, the consultant described in  
and which executed the foregoing instrument.

Ashley L C Marciszyn  
Notary Public, State of New York  
No. 01MA6310007  
Qualified in Suffolk County  
Term Expires August 18, 2022

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

CASE NO.

RESOLUTION NO.

Adopted

offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING THE EXTENSION OF A CONTRACT BETWEEN THE TOWN OF HEMPSTEAD AND EAST COAST ABSTRACT, INC., IN CONNECTION WITH THE COMMUNITY DEVELOPMENT PROGRAMS FOR THE TOWN OF HEMPSTEAD.**

**WHEREAS**, the Town of Hempstead sponsors a Community Development Block Grant Program in cooperation with the Nassau County Urban Consortium, administered by the Department of Planning and Economic Development; and

**WHEREAS**, the Commissioner of the Department of Planning and Economic Development recommends that a professional title insurance company be retained to provide real estate title searches and title insurance and other necessary data with respect to acquisition of properties, and further recommends that the cost and disbursements relating to said professional services be charged to the appropriate community development account; and

**WHEREAS**, to satisfy this need the Commissioner of the Department of Planning and Economic Development published a Request for Proposal, in a widely read newspaper; and

**WHEREAS**, the Commissioner of the Department of Planning and Economic Development, has advised this Town Board that the R.F.P. response was acceptable and that the firm of EAST COAST ABSTRACT, INC., whose principal place of business is located at 100 Quentin Roosevelt Boulevard, Suite 101, Garden City, NY 11530, has performed the assigned projects in a satisfactory manner within the terms of Resolution No. 226-2018 adopted February 6, 2018. The Town is hereby exercising its option stated in Resolution No. 226-2018 to extend the contract of EAST COAST ABSTRACT, INC., to the term beginning January 1, 2019 and ending December 31, 2019 with the base cap on the contract with an amount not to exceed TWENTY THOUSAND AND 00/100 (\$20,000.00) DOLLARS; and

**WHEREAS**, this Town Board deems that the use of the aforementioned firm is an appropriate and necessary expense and further that it serves the public interest.

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the Commissioner of the Department of Planning and Economic Development is hereby authorized to execute an extension of the contract for professional services by and between the Town of Hempstead and EAST COAST ABSTRACT, INC., for a term beginning January 1, 2019 and ending December 31, 2019 or upon completion of project, for an amount not to exceed the sum of TWENTY THOUSAND and 00/100 (\$20,000.00) DOLLARS, exclusive of disbursements; and

**BE IT FURTHER RESOLVED**, that the Commissioner of the Department of Planning and Economic Development is hereby authorized to approve payment out of the appropriate Community Development Account for the sum of Twenty Thousand (20,000.00) Dollars upon presentation of a duly executed claim form.

AYES: ( )

NOES: ( )

Doc. No. 18-057  
November 26, 2018

Item # 64

Case # 25217

**EXTENSION OF CONTRACT FOR  
PROFESSIONAL SERVICES  
By and Between  
TOWN OF HEMPSTEAD  
and  
EAST COAST ABSTRACT, INC.**

The contract between the parties, dated the 6<sup>th</sup> day of February, 2018, under Resolution No. 226-2018, is hereby extended as follows:

1. The term of the contract is hereby extended from January 1, 2019 to December 31, 2019.

All other terms and conditions in the original contract remain in full force and effect, including but not limited to the fee schedule annexed as Schedule B in the original contract, a copy of which is annexed hereto.

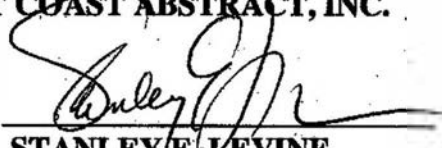
Notwithstanding the terms and conditions hereof, the contract extension is specifically subject to approval by the Town Board for the Town of Hempstead and subject to any conditions contained in said resolution.

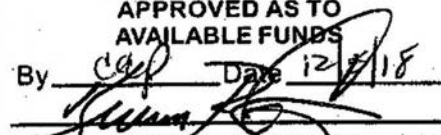
**IN WITNESS WHEREOF**, this extension has been executed by the parties hereto the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**TOWN OF HEMPSTEAD**

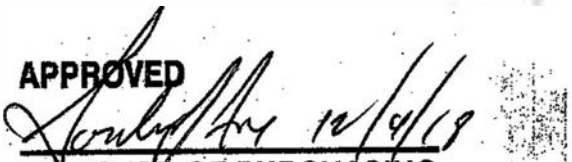
By: \_\_\_\_\_  
**GEORGE L. BAKICH**  
Commissioner

**EAST COAST ABSTRACT, INC.**

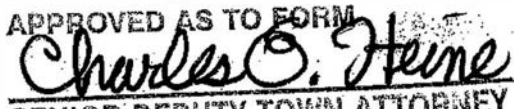
By:   
**STANLEY E. LEVINE**  
President

APPROVED AS TO  
AVAILABLE FUNDS  
By:  Date 12/7/18  
**KEVIN R. CONROY**  
TOWN COMPTROLLER

APPROVED AS TO CONSENT  
DATE 11-28-18  
  
**KATRINA R. BRIDGES**  
COUNSEL TO COMMISSIONER  
DEPT. OF PLANNING & ECONOMIC DEVELOPMENT

APPROVED  
  
**DIRECTOR OF PURCHASING**

Doc. No. 18-057  
October 19, 2018

APPROVED AS TO FORM  
  
**CHARLES O. HEINE**  
SENIOR DEPUTY TOWN ATTORNEY  
DATE 12/3/18

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 *26<sup>th</sup>* day of *NOVEMBER*, 2018, before me personally came *Stanley E. Ceumel*, to me known, who being by me duly sworn did depose and say that he resides at *8 September Ln, Glen Cove, NY 11542* and that he is the *President* of EAST COAST ABSTRACT, INC., the described in and which executed the foregoing instrument.

  
Notary Public

MARVIN A. YOCHEs  
Notary Public, State of New York  
No. 30-4632959  
Qualified in Nassau County  
Commission Expires ~~March 30, 18~~

*6/30/19*

CASE NO.

RESOLUTION NO.

Adopted

offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING THE  
EXTENSION OF A CONTRACT BETWEEN  
THE TOWN OF HEMPSTEAD AND ABSTRACTS,  
INCORPORATED, IN CONNECTION  
WITH THE COMMUNITY DEVELOPMENT  
PROGRAMS FOR THE TOWN OF HEMPSTEAD.**

**WHEREAS**, the Town of Hempstead sponsors a Community Development Block Grant Program in cooperation with the Nassau County Urban Consortium, administered by the Department of Planning and Economic Development; and

**WHEREAS**, the Commissioner of the Department of Planning and Economic Development recommends that a professional title insurance company be retained to provide real estate title searches and title insurance and other necessary data with respect to acquisition of properties, and further recommends that the cost and disbursements relating to said professional services be charged to the appropriate community development account; and

**WHEREAS**, to satisfy this need the Commissioner of the Department of Planning and Economic Development published a Request for Proposal, in a widely read newspaper; and

**WHEREAS**, the Commissioner of the Department of Planning and Economic Development, has advised this Town Board that the R.F.P. response was acceptable and that the firm of ABSTRACTS, INCORPORATED, whose principal place of business is located at 585 Stewart Avenue, Suite 400, Garden City, New York 11530, has performed the assigned projects in a satisfactory manner within the terms of Resolution No. 227-2018 adopted February 6, 2018. The Town is hereby exercising its option stated in Resolution No. 227-2018 to extend the contract of ABSTRACTS, INCORPORATED, to the term beginning January 1, 2019 and ending December 31, 2019 with the base cap on the contract with an amount not to exceed TWENTY THOUSAND AND 00/100 (\$20,000.00) DOLLARS; and

**WHEREAS**, this Town Board deems that the use of the aforementioned firm is an appropriate and necessary expense and further that it serves the public interest.

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the Commissioner of the Department of Planning and Economic Development is hereby authorized to execute an extension of the contract for professional services by and between the Town of Hempstead and ABSTRACTS, INCORPORATED, for a term beginning January 1, 2019 and ending December 31, 2019 or upon completion of project, for an amount not to exceed the sum of TWENTY THOUSAND and 00/100 (\$20,000.00) DOLLARS, exclusive of disbursements; and

**BE IT FURTHER RESOLVED**, that the Commissioner of the Department of Planning and Economic Development is hereby authorized to approve payment out of the appropriate Community Development Account for the sum of Twenty Thousand (20,000.00) Dollars upon presentation of a duly executed claim form.

AYES: ( )

NOES: ( )

Doc. No. 18-058  
November 26, 2018

Item #

64

Case #

29015

**EXTENSION OF CONTRACT FOR  
PROFESSIONAL SERVICES**

By and Between  
**TOWN OF HEMPSTEAD**  
and  
**ABSTRACTS, INCORPORATED**

The contract between the parties, dated the 6<sup>th</sup> day of February, 2018, under Resolution No. 227-2018, is hereby extended as follows:

1. The term of the contract is hereby extended from January 1, 2019 to December 31, 2019.

All other terms and conditions in the original contract remain in full force and effect, including but not limited to the fee schedule annexed as Schedule B in the original contract, a copy of which is annexed hereto.

Notwithstanding the terms and conditions hereof, the contract extension is specifically subject to approval by the Town Board for the Town of Hempstead and subject to any conditions contained in said resolution.

**IN WITNESS WHEREOF**, this extension has been executed by the parties hereto the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**TOWN OF HEMPSTEAD**

By: \_\_\_\_\_  
GEORGE L. BAKICH  
Commissioner

**ABSTRACTS, INCORPORATED**

By: \_\_\_\_\_  
SAL J. TURANO  
President

APPROVED AS TO  
AVAILABLE FUNDS  
By cap Date 12/5/18  
\_\_\_\_\_  
KEVIN R. CONROY  
TOWN COMPTROLLER

APPROVED  
[Signature]  
DIRECTOR OF PURCHASING

Doc. No. 18-058  
October 19, 2018

APPROVED AS TO FORM  
Charles O. Heine  
SENIOR DEPUTY TOWN ATTORNEY  
DATE 12/3/18

APPROVED AS TO CONTENT  
DATE 11-28-18  
Katrina R. Brodeur  
COUNSEL TO COMMISSIONER  
DEPT. OF PLANNING & ECONOMIC DEVELOPMENT



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 24 day of October, 2018, before me personally came Sal J Turano, to me known, who being by me duly sworn did depose and say that he resides at 18 Southdown Ct Huntington NY and that he is the President of ABSTRACTS, INCORPORATED., the Corporation described in and which executed the foregoing instrument..

GRACE MISTRETTA  
Notary Public, State of New York  
No. 01M14871894  
Qualified in Nassau County  
Commission Expires Sept. 28, 2022

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

CASE NO.

RESOLUTION NO.

Adopted

offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING AN EXTENSION OF CONTRACT BETWEEN THE TOWN OF HEMPSTEAD AND ACCREDITED LEAD INSPECTION, INC. D/B/A ACCREDITED ENVIRONMENTAL SOLUTIONS TO PROVIDE PROFESSIONAL SERVICES IN CONNECTION WITH THE COMMUNITY DEVELOPMENT PROGRAMS OF THE TOWN OF HEMPSTEAD.**

**WHEREAS**, the Town of Hempstead sponsors a Community Development Block Grant Program in cooperation with the Nassau County Urban Consortium, administered for the Town by the Department of Planning and Economic Development; and

**WHEREAS**, the Commissioner of the Department of Planning and Economic Development recommended that environmental engineers be retained to perform professional services in connection with the planning and implementation of community development projects, and further, recommends that the cost and disbursements relating to said professional services be charged to the appropriate development account; and

**WHEREAS**, to satisfy this need, the Commissioner of the Department of Planning and Economic Development published a Request for Proposal, framed in accordance with the requirements of the United States Department of Housing and Urban Development, in a widely read newspaper; and

**WHEREAS**, the R.F.P. process resulted in two (2) responses being submitted to the Department of Planning and Economic Development; and

**WHEREAS**, the Commissioner of the Department of Planning and Economic Development has advised this Town Board that the R.F.P. response was acceptable and that the environmental firm of ACCREDITED LEAD INSPECTION, INC. D/B/A ACCREDITED ENVIRONMENTAL SOLUTIONS, with offices at 15 North Maryland Avenue, Port Washington, New York 11050 has performed the assigned Community Development projects in a satisfactory manner within the terms of Resolution No. 1839-2017 adopted December 12, 2017. The Town is hereby exercising the option stated in Resolution No. 1839-2017 to extend the contract of ACCREDITED LEAD INSPECTION, INC. D/B/A ACCREDITED ENVIRONMENTAL SOLUTIONS, to the term beginning January 1, 2019 to December 31, 2019 with the base cap on the contract for an amount not to exceed FIFTEEN THOUSAND AND 00/100 (\$15,000.00) DOLLARS; and

**WHEREAS**, this Town Board deems that the use of the aforementioned firm is an appropriate and necessary expense and further that it serves the public interest.

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the Commissioner of the Department of Planning and Economic Development is hereby authorized to execute an extension of the contract for professional services by and between the Town of Hempstead and ACCREDITED LEAD INSPECTION, INC. D/B/A ACCREDITED ENVIRONMENTAL SOLUTIONS, for a term beginning on January 1, 2019 and ending December 31, 2019, with an amount not to exceed the sum of FIFTEEN THOUSAND AND 00/100 (\$15,000.00) Dollars, exclusive of disbursements; and

**BE IT FURTHER RESOLVED**, that the Commissioner of the Department of Planning and Economic Development is hereby authorized to approve substantiated payments not to exceed the sum of FIFTEEN THOUSAND AND 00/100 (\$15,000.00) Dollars, which shall be charged to the appropriate Community Development Account.

The foregoing resolution was adopted upon roll call as follows:

AYES : ( )

NOES : ( )

Doc. No. 18-060  
November 14, 2018

Item # 65

Case # 27865

Copy

**EXTENSION OF CONTRACT  
FOR PROFESSIONAL SERVICES**

**By and Between  
TOWN OF HEMPSTEAD**

**and**

**ACCREDITED LEAD INSPECTION, INC.**

**d/b/a**

**ACCREDITED ENVIRONMENTAL SOLUTIONS**

The contract between the parties dated the 12th day of December 2017, under Resolution No. 1839-2017 is hereby extended as follows:

1. The term of the contract is hereby extended from January 1, 2019 to December 31, 2019.

All other terms and conditions in the original contract remain in full force and effect, including but not limited to the fee schedule annexed as Schedule "B" to the original contract, a copy of which is annexed hereto.

Notwithstanding the terms and conditions hereof, this contract extension is specifically subject to approval by the Town Board for the Town of Hempstead and subject to any conditions contained in said resolution.

**IN WITNESS WHEREOF**, this Extension has been executed by the parties hereto this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**TOWN OF HEMPSTEAD**

By: \_\_\_\_\_  
**GEORGE L. BAKICH**  
Commissioner

**ACCREDITED LEAD INSPECTION, INC.  
D/B/A  
ACCREDITED ENVIRONMENTAL SOLUTIONS.**

By: *Steven Rosenbaum*  
**STEVEN ROSENBAUM**  
President

APPROVED  
*Handwritten Signature*  
DIRECTOR OF PURCHASING

APPROVED AS TO  
AVAILABLE FUNDS  
By: *Kevin R. Conroy* Date: 11/16/18  
**KEVIN R. CONROY**  
TOWN COMPTROLLER

Doc. No. 18-060  
October 19, 2018

APPROVED AS TO FORM  
*Charles O. Heine*  
SENIOR DEPUTY TOWN ATTORNEY  
DATE 11/15/18

APPROVED AS TO CONTENTS  
DATE: 11/14/18  
*Katrina R. Bond*  
DEPT. OF PLANNING & ECONOMIC DEVELOPMENT



July 17, 2017

Trannie Hickson  
Director of Community Development projects  
Department of Planning and Economic Development  
200 North Franklin Street  
Hempstead, NY 11550

RE: Request for Proposal – Lead Paint Inspection

Dear Ms. Hickson:

Accredited Lead Inspection, Inc. is pleased to submit our proposal for lead-based paint testing and evaluation services in accordance with EPA/HUD and New York State requirements.

**1. Professional Staff and Experience**

Accredited Lead Inspection, Inc. is EPA certified (Appendix A), based in Nassau County and has been performing lead-based paint inspections since 1996. Our professional staff is made up of EPA-certified Lead-Based Paint Risk Assessors, Paint Inspectors, Supervisors and Workers.

We have performed thousands of inspections in residences, commercial buildings and private and public schools throughout Long Island, New York City and Westchester. Some of Long Islands top engineering firms utilize Accredited Lead Inspection, Inc. exclusively for all of their Lead-Based Paint testing requirements. We also have current contracts for Lead-Based Paint Testing with New York City's Department of Housing, Preservation and Development (HPD) as well as New York City's Department of Education

**2. Proposed Pricing and Estimated costs for typical assignments**

We are proposing a flat rate, wholesale pricing to Town of North Hempstead as follows:

XRF Testing Fees

Apartments or Homes (up to 4 bedrooms)	\$285
--	-------

**Schedule "B"**

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING THE EXTENSION OF A CONTRACT BETWEEN THE TOWN OF HEMPSTEAD AND ENVIRO-TEST, INC., TO PROVIDE PROFESSIONAL SERVICES IN CONNECTION WITH THE COMMUNITY DEVELOPMENT PROGRAMS OF THE TOWN OF HEMPSTEAD.**

**WHEREAS**, the Town of Hempstead sponsors a Community Development Block Grant Program in cooperation with the Nassau County Urban Consortium, administered for the Town by the Department of Planning and Economic Development; and

**WHEREAS**, the Commissioner of the Department of Planning and Economic Development recommends that environmental engineers be retained to perform professional services in connection with the planning and implementation of community development projects, and further, recommends that the cost and disbursements relating to said professional services be charged to the appropriate development account; and

**WHEREAS**, to satisfy this need the Commissioner of the Department of Planning and Economic Development published a Request for Proposal, framed in accordance with the requirements of the United States Department of Housing and Urban Development, in a widely read newspaper; and

**WHEREAS**, the R.F.P. process resulted in two (2) responses being submitted to the Department of Planning and Economic Development; and

**WHEREAS**, the Commissioner of the Department of Planning and Economic Development has advised this Town Board that the R.F.P. response was acceptable and that the environmental engineering firm of ENVIRO-TEST, INC., whose principal place of business is located at 77 Broadway – Suite 1, Amityville, New York 11701, has performed the assigned environmental projects in a satisfactory manner within the terms of Resolution No. 1840-2017 adopted December 12, 2017. The Town is hereby exercising the option stated in Resolution No. 1840-2017 to extend the contract of ENVIRO-TEST, INC., to the term beginning January 1, 2019 and ending December 31, 2019 with the base cap on the contract with an amount not to exceed FIFTEEN THOUSAND and 00/100 (\$15,000.00) DOLLARS; and

**WHEREAS**, this Town Board deems that the use of the aforementioned firm is an appropriate and necessary expense and further that it serves the public interest.

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the Commissioner of the Department of Planning and Economic Development is hereby authorized to execute an extension of the contract for professional services by and between the Town of Hempstead and ENVIRO-TEST, INC., for a term beginning January 1, 2019 and ending December 31, 2019 with an amount not to exceed the sum of FIFTEEN THOUSAND and 00/100 (\$15,000.00) DOLLARS, exclusive of disbursements; and

**BE IT FURTHER RESOLVED**, that the Commissioner of the Department of Planning and Economic Development be and he hereby is authorized to approve substantiated payments not to exceed the sum of FIFTEEN THOUSAND and 00/100 (\$15,000.00) DOLLARS, which shall be charged to the appropriate Community Development Account.

The foregoing resolution was adopted upon roll as follows:

AYES: ( )

NOES: ( )

Doc. No. 18-059  
November 14, 2018

Item # 66

Case # 27866

copy

EXTENSION OF CONTRACT FOR  
PROFESSIONAL SERVICES

By and Between  
THE TOWN OF HEMPSTEAD  
And  
ENVIRO-TEST, INC.

The contract between the parties, dated 12th day of December 2017, under Resolution No. 1840-2017, is hereby extended as follows:

- 1. The term of the contract is hereby extended from January 1, 2019 to December 31, 2019.

All other terms and conditions in the original contract remain in full force and effect, including but not limited to the fee schedule annexed as Schedule "B" to the original contract, a copy of which is annexed hereto.

Notwithstanding the terms and conditions hereof, this contract extension is specifically subject to the approval by the Town Board for the Town of Hempstead and subject to any conditions contained in said resolution.

IN WITNESS WHEREOF, this Extension has been executed by the parties hereto this \_\_\_\_\_ day of \_\_\_\_\_, 2018

TOWN OF HEMPSTEAD

By: \_\_\_\_\_  
GEORGE L. BAKICH  
Commissioner

ENVIRO-TEST, INC.

By: \_\_\_\_\_  
ARTHUR A. MORALES  
President

APPROVED AS TO  
AVAILABILITY  
By: \_\_\_\_\_ 11/16/18  
11/15/18  
KEVIN R. CONROY  
TOWN COMPTROLLER

Doc. No. 18-059  
October 19, 2018

APPROVED  
\_\_\_\_\_  
DIRECTOR OF PURCHASING

APPROVED AS TO FORM  
Charles E. Heine  
SENIOR DEPUTY TOWN ATTORNEY  
DATE 11/15/18

APPROVED AS TO CONTENT  
DATE 11-14-18  
Katrina R. Brooks  
PRINCIPAL TOWN COMPTROLLER  
DEPT. OF PLANNING & ECONOMIC DEVELOPMENT



77 Broadway, Suite 1 • Amityville, NY 11701  
 631-521-7743 • 1-800-228-7838 • Fax 631-521-7820  
 www.envirotestcompany.com • email: art@envirotestcompany.com

# Estimate

Date	Estimate #
7/27/17	931

Name / Address
Town of Hempstead Trannie Hickson Dept. of Planning and Economic Dev., 200 North Franklin Street Hempstead, NY 11550

Item	Qty	Description	Cost	Total
3	1	Following are price quotes for Lead Inspection and Clearance Risk Assessment work to be performed in accordance with HUD and EPA regulations. This Lead Evaluation work will be in association with Federal Community Development funded home improvement projects for senior citizens and the physically challenged in the Town of Hempstead.		
		1st step in the Lead Evaluation process: Lead Based Paint Inspection (utilizing non-destructive X-Ray Fluorescence [XRF] equipment). The Lead Inspection includes: testing of all painted building components (interior and exterior) associated with the proposed renovation work to determine if lead-based paint is present. A full written report will be included. The full written report will include the following: a Visual Assessment of the proposed work areas, specific precautions and recommendations regarding any corrective work processes that will involve lead-based paint, data sheets of all tested components by date, time, room, side, lead content, substrate and condition. The written report will be tailored to the needs of each separate project. This is a per site quote to perform the surface-by-surface lead inspection and full written report.	225.00	225.00
2222	1	Clearance Risk Assessment: If work areas are visually acceptable (no deteriorated paint or visible dust present in the work areas), sample collection and laboratory analysis of household dust will be performed to determine if the cleaned work areas are under the EPA Action Levels for household dust. Clearance of all work areas after completion of Lead-Based Paint corrective work will be obtained by lead-in-dust samples displaying passing (acceptable) results.	245.00	245.00

Please call with any questions you may have.

**Total**

*[Signature]*  
 INSPECTION

## Schedule "B"

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

Item # 67

Case # 7



CASE NO. 30023

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. 99-2018, 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 January 8, 2018 at 7:00 o'clock in the evening of that day, at which time all interested persons shall be heard on the proposed enactment of a local law known as Intro. No. 99-2018, 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 # 68  
Case # 30023

**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 8<sup>th</sup> day of January, 2019, 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:

- |   |   |
|---|---|
| BALDWIN<br>Section 202-5                | GRAND AVENUE (TH 472/18) East Side -<br>30 MINUTE PARKING 8 AM TO 6 PM EXCEPT<br>SUNDAYS - starting at a point 146 feet<br>north of the north curbline of Smith<br>Street then north for a distance of<br>72 feet.                                |
| GARDEN CITY SOUTH<br>Section 202-14     | GARDEN BOULEVARD (TH 460/18) North Side<br>- NO PARKING 8 AM TO 12 NOON EXCEPT<br>SATURDAYS, SUNDAYS, AND HOLIDAYS -<br>starting at a point 692 feet east of the<br>east curbline of Whitehall Boulevard<br>then east for a distance of 371 feet. |
| (NR) VALLEY<br>STREAM<br>Section 202-18 | CAMERON LANE (TH 479/18) East Side - TWO<br>HOUR PARKING 9 AM TO 5 PM EXCEPT<br>SATURDAYS, SUNDAYS, AND HOLIDAYS -<br>starting at a point 94 feet north of the<br>north curbline of Flower Road north for<br>a distance of 100 feet.              |
| WEST HEMPSTEAD<br>Section 202-20        | STRATFORD ROAD (TH 486/18) East Side -<br>ONE HOUR PARKING 9 AM TO 9 PM EXCEPT<br>SUNDAYS - starting at a point 65 feet<br>north of the north curbline of Hempstead<br>Turnpike north to the south curbline of<br>Archer Road.                    |

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

- |                          |   |
|--------------------------|---|
| BALDWIN<br>Section 202-5 | GRAND AVENUE (TH 600/74) East Side -<br>30 MINUTE PARKING 8 AM TO 6 PM EXCEPT<br>SUNDAYS - starting at a point 136 feet<br>north of the north curbline of Smith<br>Street north to a point 54 feet south of<br>the south curbline of Miller Place.<br>(Adopted 6/24/75) |
|--------------------------|---|

GARDEN CITY SOUTH      GARDEN BOULEVARD (TH 395/17) North Side  
Section 202-14      - NO PARKING 8 AM TO 12 NOON EXCEPT  
                                 SATURDAYS, SUNDAYS & HOLIDAYS - starting  
                                 from a point 698 feet east of the east  
                                 curblineline of Whitehall Blvd. then east  
                                 for a distance of 359 feet. (Adopted  
                                 11/28/17)

WANTAGH                      DOVER ROAD (TH 9/16) West Side - THREE  
Section 202-10              HOUR PARKING 7 AM TO 4 PM EXCEPT  
                                 SATURDAYS, SUNDAYS, AND HOLIDAYS -  
                                 starting at a point 270 feet south of  
                                 the south curblineline of Clifton Boulevard  
                                 south for a distance of 59 feet.  
                                 (Adopted 4/12/16)

WEST HEMPSTEAD              STRATFORD ROAD - East Side - ONE HOUR  
Section 202-20              PARKING 9 AM TO 9 PM EXCEPT SUNDAYS -  
                                 starting at a point  
                                 30 feet north of the north curblineline of  
                                 Hempstead Turnpike north to Archer Road.  
                                 (Amended 10/4/55)

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

Dated: December 11, 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:

BALDWIN Section 202-5 GRAND AVENUE (TH 472/18) East Side – 30 MINUTE PARKING 8 AM TO 6 PM EXCEPT SUNDAYS – starting at a point 146 feet north of the north curblin e of Smith Street then north for a distance of 72 feet.

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 curblin e of Whitehall Boulevard then east for a distance of 371 feet.

(NR) VALLEY STREAM Section 202-18 CAMERON LANE (TH 479/18) East Side – TWO HOUR PARKING 9 AM TO 5 PM EXCEPT SATURDAYS, SUNDAYS, AND HOLIDAYS – starting at a point 94 feet north of the north curblin e of Flower Road north for a distance of 100 feet.

WEST HEMPSTEAD Section 202-20 STRATFORD ROAD (TH 486/18) East Side – ONE HOUR PARKING 9 AM TO 9 PM EXCEPT SUNDAYS – starting at a point 65 feet north of the north curblin e of Hempstead Turnpike north to the south curblin e of Archer Road.

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:

BALDWIN Section 202-5 GRAND AVENUE (TH 600/74) East Side – 30 MINUTE PARKING 8 AM TO 6 PM EXCEPT SUNDAYS – starting at a point 136 feet north of the north curblin e of Smith Street north to a point 54 feet south of the south curblin e of Miller Place. (Adopted 6/24/75)

GARDEN CITY SOUTH Section 202-14 GARDEN BOULEVARD (TH 395/17) North Side – NO PARKING 8 AM TO 12 NOON EXCEPT SATURDAYS, SUNDAYS & HOLIDAYS – starting from a point 698 feet east of the east curblin e of Whitehall Blvd. then east for a distance of 359 feet. (Adopted 11/28/17)

WANTAGH Section 202-10 DOVER ROAD (TH 9/16) West Side – THREE HOUR PARKING 7 AM TO 4 PM EXCEPT SATURDAYS, SUNDAYS, AND HOLIDAYS – starting at a point 270 feet south of the south curblin e of Clifton Boulevard south for a distance of 59 feet. (Adopted 4/12/16)

WEST HEMPSTEAD Section 202-20 STRATFORD ROAD – East Side – ONE HOUR PARKING 9 AM TO 9 PM EXCEPT SUNDAYS – starting at a point 30 feet north of the north curblin e of Hempstead Turnpike north to Archer Road. (Amended 10/4/55)

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

CASE NO. 30024

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION CALLING A PUBLIC HEARING ON A PROPOSED LOCAL LAW TO AMEND SECTION 202-1 OF THE CODE OF THE TOWN OF HEMPSTEAD TO INCLUDE AND REPEAL "PARKING OR STANDING PROHIBITONS" AT VARIOUS LOCATIONS.

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

WHEREAS, it appears to be in the public interest to consider the enactment of a local law amending Section 202-1 of the Code of the Town of Hempstead entitled "PARKING OR STANDING PROHIBITONS" at various locations; and

WHEREAS, has introduced a proposed local law known as Intro. No. 100-2018, Print No. 1 to amend the said Section 202-1 of the Code of the Town of Hempstead to include and repeal "PARKING OR STANDING PROHIBITIONS" at various locations; NOW, THEREFORE, BE IT

RESOLVED, that a public hearing be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York on January 8, 2019, at 7:00 o'clock in the evening of that day, at which time all interested persons shall be heard on the proposed enactment of a local law known as Intro. No. 100-2018, Print No. 1, to amend Section 202-1 of the Code of the Town of Hempstead to include and repeal "PARKING OR STANDING PROHIBITIONS" at various locations; and, BE IT FURTHER

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 69  
Case # 30024

**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 8<sup>th</sup> day of January, 2019, 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 "PARKING OR STANDING PROHIBITIONS" at the following locations:

BALDWIN NELSON AVENUE (TH 500/18) East Side - NO PARKING ANYTIME - starting at a point 20 feet south of the south curblineline of Rose Boulevard then south for a distance of 95 feet.

BELLEROSE TERRACE 240<sup>th</sup> Street (TH 505/18) West Side - NO STOPPING HERE TO CORNER - starting at the north curblineline of Superior Road north for a distance of 40 feet.

COLONIAL ROAD (TH 503/18) West Side - NO STOPPING HERE TO CORNER - starting at the south curblineline of Ontario Road south for a distance of 16 feet.

COLONIAL ROAD (TH 503/18) West Side - NO STOPPING HERE TO CORNER - starting at the north curblineline of Ontario road north for a distance of 20 feet.

ONTARIO ROAD (TH 503/18) South Side - NO STOPPING HERE TO CORNER - starting at the west curblineline of Colonial Road west for a distance of 34 feet.

ONTARIO ROAD (TH 503/18) West Side - NO STOPPING HERE TO CORNER - starting at the west curblineline of Colonial Road west for a distance of 23 feet.

ONTARIO ROAD (TH 505/18) North Side - NO STOPPING HERE TO CORNER - starting at the west curblineline of 240<sup>th</sup> Street west for a distance of 25 feet.

ONTARIO ROAD (TH 505/18) North Side - NO STOPPING HERE TO CORNER - starting at the east curblineline of 240<sup>th</sup> Street east for a distance of 25 feet.

ONTARIO ROAD (TH 505/18) North Side -  
NO STOPPING HERE TO CORNER - starting  
at the east curbline of 240<sup>th</sup> Street  
west for a distance of 31 feet.

SUPERIOR ROAD (TH 505/18) North Side -  
NO STOPPING HERE TO CORNER - starting  
at the north curbline of 240<sup>th</sup> Street  
north for a distance of 41 feet.

SUPERIOR ROAD (TH 505/18) South Side -  
NO STOPPING ANYTIME - starting at a  
point 10 feet west of a point opposite  
the west curbline of 240<sup>th</sup> Street west  
for a distance of 20 feet.

FRANKLIN SQUARE

WOOL AVENUE (TH 011B/18) South Side -  
NO PARKING ANYTIME - starting at a  
point 200 feet west of the west  
curbline of Cleveland Street west for a  
distance of  
24 feet.

UNIONDALE

BECK STREET (TH 491/18) South Side - NO  
STOPPING HERE TO CORNER - starting at  
the west curbline of Clark Place west  
for a distance of 30 feet.

BECK STREET (TH 491/18) South Side - NO  
STOPPING HERE TO CORNER - starting at  
the east curbline of Clark Place east  
for a distance of 30 feet.

BECK STREET (TH 491/18) North Side - NO  
STOPPING ANYTIME - starting at a point  
212 feet east of the east curbline of  
Uniondale Avenue then east for a  
distance of 40 feet.

WANTAGH

WANTAGH AVENUE (TH 481/18) West Side -  
NO STOPPING HERE TO CORNER - starting  
at the north curbline of Linden Street  
north for a distance of 85 feet.

WEST HEMPSTEAD

STRATFORD ROAD (TH 486/18) East Side -  
NO STOPPING HERE TO CORNER - starting  
from the north curbline of Hempstead  
Turnpike north for a distance of  
65 feet.

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

INWOOD

ALVIN PLACE (TH 459/88) West Side - NO  
PARKING ANYTIME - starting at the south  
curbline of Bayview Avenue south for a  
distance of 182 feet. (Adopted 3/21/89)

WEST HEMPSTEAD

STRATFORD ROAD - East Side - NO PARKING  
HERE TO CORNER - from the north  
curbline of Hempstead Turnpike north  
for a distance of 30 feet.  
(Amended 3/22/66)

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

Dated: December 11, 2018  
Hempstead, New York

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF HEMPSTEAD

LAURA A. GILLEN  
Supervisor

SYLVIA A. CABANA  
Town Clerk



## Town of Hempstead

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

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

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

- BALDWIN** NELSON AVENUE (TH 500/18) East Side – NO PARKING ANYTIME – starting at a point 20 feet south of the south curbline of Rose Boulevard then south for a distance of 95 feet.
- BELLEROSE TERRACE** 240<sup>th</sup> Street (TH 505/18) West Side– NO STOPPING HERE TO CORNER – starting at the north curbline of Superior Road north for a distance of 40 feet.
- COLONIAL ROAD (TH 503/18) West Side – NO STOPPING HERE TO CORNER – starting at the south curbline of Ontario Road south for a distance of 16 feet.
- COLONIAL ROAD (TH 503/18) West Side– NO STOPPING HERE TO CORNER – starting at the north curbline of Ontario road north for a distance of 20 feet.
- ONTARIO ROAD (TH 503/18) South Side – NO STOPPING HERE TO CORNER – starting at the west curbline of Colonial Road west for a distance of 34 feet.
- ONTARIO ROAD (TH 503/18) West Side – NO STOPPING HERE TO CORNER – starting at the west curbline of Colonial Road west for a distance of 23 feet.
- ONTARIO ROAD (TH 505/18) North Side – NO STOPPING HERE TO CORNER – starting at the west curbline of 240<sup>th</sup> Street west for a distance of 25 feet.
- ONTARIO ROAD (TH 505/18) North Side – NO STOPPING HERE TO CORNER – starting at the east curbline of 240<sup>th</sup> Street east for a distance of 25 feet.
- ONTARIO ROAD (TH 505/18) North Side – NO STOPPING HERE TO CORNER – starting at the east curbline of 240<sup>th</sup> Street west for a distance of 31 feet.
- SUPERIOR ROAD (TH 505/18) North Side – NO STOPPING HERE TO CORNER – starting at the north curbline of 240<sup>th</sup> Street north for a distance of 41 feet.
- SUPERIOR ROAD (TH 505/18) South Side – NO STOPPING ANYTIME – starting at a point 10 feet west of a point opposite the west curbline of 240<sup>th</sup> Street west for a distance of 20 feet.
- FRANKLIN SQUARE** WOOL AVENUE (TH 01 1B/18) South Side – NO PARKING ANYTIME– starting at a point 200 feet west of the west curbline of Cleveland Street west for a distance of 24 feet.

UNIONDALE

BECK STREET (TH 491/18) South Side – NO STOPPING HERE TO CORNER – starting at the west curblineline of Clark Place west for a distance of 30 feet.

BECK STREET (TH 491/18) South Side – NO STOPPING HERE TO CORNER – starting at the east curblineline of Clark Place east for a distance of 30 feet.

BECK STREET (TH 491/18) North Side – NO STOPPING ANYTIME – starting at a point 212 feet east of the east curblineline of Uniondale Avenue then east for a distance of 40 feet.

WANTAGH

WANTAGH AVENUE (TH 481/18) West Side – NO STOPPING HERE TO CORNER – starting at the north curblineline of Linden Street north for a distance of 85 feet.

WEST HEMPSTEAD

STRATFORD ROAD (TH 486/18) East Side – NO STOPPING HERE TO CORNER – starting from the north curblineline of Hempstead Turnpike north for a distance of 65 feet.

Section 2. Section two hundred two dash one of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine, said Section last amended by local law number eighty of two thousand eighteen is hereby amended by repealing therein “PARKING OR STANDING PROHIBITIONS” at the following locations:

INWOOD

ALVIN PLACE (TH 459/88) West Side – NO PARKING ANYTIME – starting at the south curblineline of Bayview Avenue south for a distance of 182 feet. (Adopted 3/21/89)

WEST HEMPSTEAD

STRATFORD ROAD – East Side – NO PARKING HERE TO CORNER – from the north curblineline of Hempstead Turnpike north for a distance of 30 feet. (Amended 3/22/66)

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

CASE NO. 30025

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION CALLING A PUBLIC HEARING ON A PROPOSED LOCAL LAW TO AMEND SECTION 197-5 OF THE CODE OF THE TOWN OF HEMPSTEAD TO INCLUDE "ARTERIAL STOPS" AT VARIOUS LOCATIONS.

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

WHEREAS, it appears to be in the public interest to consider the enactment of a local law amending Section 197-5 of the Code of the Town of Hempstead entitled "ARTERIAL STOPS" at various locations; and

WHEREAS, has introduced a proposed local law known as Intro. No. 101-2018, 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 January 8, 2019, at 7:00 o'clock in the evening of that day, at which time all interested persons shall be heard on the proposed enactment of a local law known as Intro. No. 101-2018, 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 # 70*  
*Case # 30025*

**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 8<sup>th</sup> day of January, 2019, 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:

BELLEROSE TERRACE 244<sup>th</sup> Street (TH 504/18) STOP - all traffic traveling westbound on Ontario Road shall come to a full stop.

244<sup>th</sup> Street (TH 504/18) STOP - all traffic traveling eastbound on Ontario Road shall come to a full stop.

WANTAGH LUFBERRY AVENUE (TH 485/18) STOP - all traffic traveling northbound on Britton Street 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: December 11, 2018  
Hempstead, New York

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF HEMPSTEAD

LAURA A. GILLEN  
Supervisor

SYLVIA A. CABANA  
Town Clerk

Town of Hempstead

A local law to amend Section one hundred ninety seven dash five of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine, to include "ARTERIAL STOPS" at various locations.

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

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

**BELLEROSE TERRACE** 244<sup>th</sup> Street (TH 504/18) STOP – all traffic traveling westbound on Ontario Road shall come to a full stop.

244<sup>th</sup> Street (TH 504/18) STOP – all traffic traveling eastbound on Ontario Road shall come to a full stop.

**WANTAGH** LUFBERRY AVENUE (TH 485/18) STOP – all traffic traveling northbound on Britton Street 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. 18920

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION CALLING A PUBLIC HEARING ON A PROPOSED LOCAL LAW TO AMEND SECTION 202-52 OF THE CODE OF THE TOWN OF HEMPSTEAD TO REPEAL "BUS 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 202-52 of the Code of the Town of Hempstead entitled "BUS STOPS" at various locations; and

WHEREAS, has introduced a proposed local law known as Intro. No. 102-2018, Print No. 1 to amend the said Section 202-52 of the Code of the Town of Hempstead to repeal "BUS 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 January 8, 2019, at 7:00 o'clock in the evening of that day, at which time all interested persons shall be heard on the proposed enactment of a local law known as Intro. No. 102-2018, Print No. 1, to amend Section 202-52 of the Code of the Town of Hempstead to repeal "BUS 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 # 71  
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 8<sup>th</sup> day of January, 2019, 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:

WANTAGH                      WANTAGH AVENUE (TH 076/79) West Side - NO STOPPING BUS STOP - starting from the north curbline of Linden Street north for a distance of 60 feet.  
(Adopted 4/24/79)

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

Dated: December 11, 2018  
Hempstead, New York

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF HEMPSTEAD

LAURA A. GILLEN  
Supervisor

SYLVIA A. CABANA  
Town Clerk

Town of Hempstead

A local law to amend Section two hundred two dash fifty two of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine, to repeal "BUS STOPS" at various locations.

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

Section 1. Section two hundred two dash fifty 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 sixty nine of two thousand eighteen is hereby amended by repealing therein "BUS STOPS" at the following locations:

WANTAGH

WANTAGH AVENUE (TH 076/79) West Side – NO STOPPING BUS STOP – starting from the north curblineline of Linden Street north for a distance of 60 feet.  
(Adopted 4/24/79)

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



CASE NO. 30027

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

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

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

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

WHEREAS, has introduced a proposed local law known as Intro. No. 103-2018, Print No. 1 to amend the said Section 197-13 of the Code of the Town of Hempstead to repeal "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS" at various locations; NOW, THEREFORE, BE IT

RESOLVED, that a public hearing be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York on January 8, 2019 at 7:00 o'clock in the evening of that day, at which time all interested persons shall be heard on the proposed enactment of a local law known as Intro. No. 103-2018, Print No. 1, to amend Section 197-13 of the Code of the Town of Hempstead to repeal "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS" at various locations; and, BE IT FURTHER

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 72  
Case # 30027

**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 8<sup>th</sup> day of January, 2019, 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:

WANTAGH                      SEAMANS NECK ROAD (TH 223/15) East Side -  
NO PARKING 8 AM TO 4 PM SCHOOL DAYS -  
starting at a point 53 feet south of the  
south curblineline of Peter Street south for a  
distance of 578 feet. (Adopted 7/7/15)

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

Dated: December 11, 2018  
Hempstead, New York

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF HEMPSTEAD

LAURA A. GILLEN  
Supervisor

SYLVIA A. CABANA  
Town Clerk

Town of Hempstead

A local law to amend Section one hundred ninety seven dash thirteen of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine, to repeal "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS" at various locations.

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

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

WANTAGH

SEAMANS NECK ROAD (TH 223/15) East Side – NO PARKING 8 AM TO 4 PM SCHOOL DAYS – starting at a point 53 feet south of the south curblin of Peter Street south for a distance of 578 feet. (Adopted 7/7/15)

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

CASE NO.

RESOLUTION NO.

Adopted:

Councilman  
its adoption:

offered the following resolution and moved

RESOLUTION CALLING A PUBLIC HEARING TO CONSIDER  
THE SALE SUBJECT TO A PERMISSIVE REFERENDUM OF A  
CERTAIN 32,698 SQUARE FOOT PARCEL OF VACANT REAL  
PROPERTY LOCATED AT REYNOLDS CHANNEL WITHIN  
THE CITY OF LONG BEACH SALE BY THE TOWN OF  
HEMPSTEAD TO THE CITY OF LONG BEACH

WHEREAS, it appears to be in the public interest to consider the request of the  
City of Long Beach for the Town of Hempstead to sell to the City a certain parcel of  
property owned by the Town and located at Reynolds Channel within the City of Long  
Beach.

NOW, THEREFORE, BE IT

RESOLVED, that a public hearing be held in the Town Meeting Pavilion,  
Hempstead Town Hall, 1 Washington Street Village and Town of Hempstead, New York,  
on the 8th day of January, 2019, at 7:00 o'clock in the evening of that day  
to consider the request of the City of Long Beach for the Town of Hempstead to sell to  
the City a certain parcel of property owned by the Town and located at Reynolds Channel  
within the City of Long Beach.

The subject property is a vacant, waterfront, 32,698± square foot, irregular  
shaped land parcel possessing 9,162± square feet (28%) of area below the mean  
high water line and 23,536± square feet (72%) of area above the mean high  
water line of the south shoreline of Reynolds Channel and within the city limits  
of the City of Long Beach;

It is located within the proximity of the north side of Water Street, between  
Riverside and Monroe Boulevards, adjacent to the southern shoreline of  
Reynolds Channel, within the City of Long Beach; and

BE IT FURTHER

RESOLVED, that the Town Clerk be and she hereby is directed to publish notice thereof  
once at least ten (10) days prior to the date set for the public hearing and give written  
notice to people entitled thereto according to law.

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

AYES:

NOES:

Item #

73

Case #

30026

NOTICE OF HEARING

PLEASE TAKE NOTICE that pursuant to Nassau County Civil Divisions Act 220.0.b, Town Law 198.12, and Town Law 215.8; a public hearing will be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Village and Town of Hempstead, Hempstead, New York, on the 8th day of January, 2019, at 7:00 o'clock in the evening of that day, to consider the sale, subject to a Permissive Referendum, of a parcel of land which is a vacant, waterfront, 32,698± square foot, irregular shaped land parcel possessing 9,162± square feet (28%) of area below the mean high water line and 23,536± square feet (72%) of area above the mean high water line of the south shoreline of Reynolds Channel and within the city limits of the City of Long Beach. It is located within the proximity of the north side of Water Street, between Riverside and Monroe Boulevards, adjacent to the southern shoreline of Reynolds Channel, within the City of Long Beach, now owned by the Town of Hempstead, for the consideration of \$55,250.00.

A copy of the proposed sale documents is on file in the office of the Town Clerk of the Town of Hempstead, Hempstead Town Hall, 1 Washington Street, Village and Town of Hempstead, Hempstead, New York, where same may be inspected during office hours.

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

Dated: Hempstead, New York

, 2018.

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF HEMPSTEAD

SYLVIA A. CABANA

Town Clerk

LAURA A. GILLEN

Supervisor

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF JACQUELINE ALFANO  
AS SECRETARY TO TOWN BOARD, IN  
THE OFFICE OF THE TOWN BOARD.

On motion made by  
the following resolution was adopted upon roll call:

RESOLVED, that Jacqueline Alfano be and hereby is appointed  
Secretary to Town Board, in the Office of the Town Board Majority Central Staffing Code 1018,  
Unclassified, Ungraded, at an annual salary of \$46,075, by the Town Board of the Town of  
Hempstead, subject to satisfactory completion of pre-employment criteria, effective  
December 17, 2018.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

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

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that Christina Annitto be and hereby is appointed Laborer I, Labor Class, Grade 9, Start Step (A), \$40,974, in the Department of General Services, Animal Shelter and Control Division, by the Commissioner of the Department of General Services and ratified by the Town Board of the Town of Hempstead effective December 12, 2018 and BE IT

FURTHER RESOLVED, that subject appointment is probationary for twenty-six weeks and should candidate prove unsatisfactory during this period, said appointment may be terminated.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF MARY CASALONE AS  
CLERK LABORER, IN THE DEPARTMENT OF  
SANITATION.

On motion made by  
the following resolution was adopted upon roll call:

RESOLVED, that Mary Casalone be and hereby is appointed Clerk  
Laborer, Non Competitive, Grade 9, Start Step (A), \$40,974, in the Department of Sanitation, by the  
Commissioner of the Department of Sanitation and ratified by the Town Board of the Town of  
Hempstead effective December 12, 2018 and BE IT

FURTHER RESOLVED, that subject appointment is probationary for  
twenty-six weeks and should candidate prove unsatisfactory during this period, said appointment  
may be terminated.

AYES:

NOES:



RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF HEATHER CROSLEY  
AS COUNSEL TO BOARD OF APPEALS, IN  
THE OFFICE OF THE BOARD OF APPEALS.

On motion made by  
the following resolution was adopted upon roll call:

WHEREAS, Heather Crosley has resigned her position as Deputy  
Town Attorney, in the Office of the Town Attorney, NOW, BE IT

RESOLVED, that Heather Crosley be and hereby is appointed  
Counsel to Board of Appeals, Exempt, Ungraded, at an annual salary of \$87,500, in the Office of  
the Board of Appeals, by the Secretary to Board of Appeals and ratified by the Town Board of the  
Town of Hempstead effective December 12, 2018 and BE IT

FURTHER RESOLVED, that subject appointment is probationary  
for twenty-six weeks and should candidate prove unsatisfactory during this period, said  
appointment may be terminated.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF STEVEN DONATO  
AS RECYCLING WORKER II, IN THE  
DEPARTMENT OF SANITATION.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that Steven Donato be and hereby is appointed Recycling Worker II, Non Competitive, Grade 12, Start Step (A), \$44,690, in the Department of Sanitation, by the Commissioner of the Department of Sanitation and ratified by the Town Board of the Town of Hempstead effective December 12, 2018 and BE IT

FURTHER RESOLVED, that subject appointment is probationary for twenty-six weeks and should candidate prove unsatisfactory during this period, said appointment may be terminated.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF DOLORES DURAN AS  
OFFICE AIDE, IN THE DEPARTMENT OF  
ENGINEERING.

On motion made by  
the following resolution was adopted upon roll call:

RESOLVED, that Dolores Duran be and hereby is appointed Office Aide, Non Competitive, Grade 2, Start Step (A), \$34,181, in the Department of Engineering, by the Commissioner of the Department of Engineering and ratified by the Town Board of the Town of Hempstead effective December 24, 2018 and BE IT

FURTHER RESOLVED, that subject appointment is probationary for twenty-six weeks and should candidate prove unsatisfactory during this period, said appointment may be terminated.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

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

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that Jarret Finley be and hereby is appointed Laborer I, Labor Class, Grade 9, Start Step (A), \$40,974, in the Department of General Services, Animal Shelter and Control Division, by the Commissioner of the Department of General Services and ratified by the Town Board of the Town of Hempstead effective December 12, 2018 and BE IT

FURTHER RESOLVED, that subject appointment is probationary for twenty-six weeks and should candidate prove unsatisfactory during this period, said appointment may be terminated.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF MARC GRACI AS SAFETY OFFICER TRAINEE, IN THE DEPARTMENT OF SANITATION, FROM THE CIVIL SERVICE LIST.

On motion made by  
the following resolution was adopted upon roll call:

WHEREAS, the Town of Hempstead Civil Service Commission has certified that Marc Graci has passed the examination for the position of Safety Officer Trainee, Civil Service List No. 64-445, and is eligible for appointment thereto, NOW, THEREFORE, BE IT

RESOLVED, that Marc Graci, now serving as Recycling Worker II, in the Department of Sanitation, be and hereby is appointed Safety Officer Trainee, Competitive, Permanent, Grade 14, Step 4 (E), \$58,607, from the civil service list, in the Department of Sanitation, by the Commissioner of the Department of Sanitation and ratified by the Town Board of the Town of Hempstead effective December 12, 2018 and BE IT

FURTHER RESOLVED, that subject appointment is probationary for twenty-six weeks and should candidate prove unsatisfactory during this period, said appointment may be terminated.

A YES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF DAVID GRECSEK AS  
RECYCLING WORKER II, IN THE  
DEPARTMENT OF SANITATION.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that David Grecsek be and hereby is appointed  
Recycling Worker II, Non Competitive, Grade 12, Start Step (A), \$44,690, in the Department of  
Sanitation, by the Commissioner of the Department of Sanitation and ratified by the Town Board of  
the Town of Hempstead effective December 12, 2018 and BE IT

FURTHER RESOLVED, that subject appointment is probationary for  
twenty-six weeks and should candidate prove unsatisfactory during this period, said appointment  
may be terminated.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF MELISSA GREGORETTI AS  
ANIMAL CONTROL OFFICER, IN THE  
DEPARTMENT OF GENERAL SERVICES,  
ANIMAL SHELTER AND CONTROL DIVISION,  
FROM THE CIVIL SERVICE LIST.

On motion made by  
the following resolution was adopted upon roll call:

WHEREAS, the Town of Hempstead Civil Service Commission has certified that Melissa Gregoretti has passed the examination for the position of Animal Control Officer, Civil Service List No. 63-089, and is eligible for appointment thereto, NOW, THEREFORE, BE IT

RESOLVED, that Melissa Gregoretti, now serving as Laborer I, in the Department of Conservation and Waterways, be and hereby is appointed Animal Control Officer, Competitive, Permanent, Grade 14, Step 1 (B), \$51,579 from the civil service list, in the Department of General Services, Animal Shelter and Control Division, by the Commissioner of the Department of General Services and ratified by the Town Board of the Town of Hempstead effective December 31, 2018 and BE IT

FURTHER RESOLVED, that subject appointment is probationary for twenty-six weeks and should candidate prove unsatisfactory during this period, said appointment may be terminated.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF JAMES HAWKINS AS  
RECYCLING WORKER II, IN THE  
DEPARTMENT OF SANITATION.

On motion made by  
the following resolution was adopted upon roll call:

RESOLVED, that James Hawkins be and hereby is appointed  
Recycling Worker II, Non Competitive, Grade 12, Start Step (A), \$44,690, in the Department of  
Sanitation, by the Commissioner of the Department of Sanitation and ratified by the Town Board of  
the Town of Hempstead effective December 12, 2018 and BE IT

FURTHER RESOLVED, that subject appointment is probationary for  
twenty-six weeks and should candidate prove unsatisfactory during this period, said appointment  
may be terminated.

AYES:

NOES:



RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF THOMAS MCDONNELL  
AS RECYCLING WORKER I, IN THE  
DEPARTMENT OF SANITATION.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that Thomas McDonnell be and hereby is appointed Recycling Worker I, Labor Class, Grade 10, Start Step (A), \$42,149, in the Department of Sanitation, by the Commissioner of the Department of Sanitation and ratified by the Town Board of the Town of Hempstead effective December 12, 2018 and BE IT

FURTHER RESOLVED, that subject appointment is probationary for twenty-six weeks and should candidate prove unsatisfactory during this period, said appointment may be terminated.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

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

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that Benjamin Minto be and hereby is appointed Laborer I, Labor Class, Grade 9, Start Step (A), \$40,974, in the Department of General Services, Animal Shelter and Control Division, by the Commissioner of the Department of General Services and ratified by the Town Board of the Town of Hempstead effective December 12, 2018 and BE IT

FURTHER RESOLVED, that subject appointment is probationary for twenty-six weeks and should candidate prove unsatisfactory during this period, said appointment may be terminated.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF JEFFREY MOORE AS  
LABORER II, IN THE DEPARTMENT OF  
HIGHWAY, BUDGET CODE 5110.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that Jeffrey Moore, now serving as Equipment Operator I, in the Department of Highway, Budget Code #5110, be and hereby is appointed Laborer II, Non Competitive, Grade 11, Step 7 (H), \$60,427, no change in salary, in the Department of Highway Budget Code 5110, by the Commissioner of the Department of Highway and ratified by the Town Board of the Town of Hempstead effective December 5, 2018, and BE IT

FURTHER RESOLVED, that subject appointment is probationary for twenty-six weeks and should candidate prove unsatisfactory during this period, said appointment may be terminated.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF PATRICIA MORAN AS  
OFFICE AIDE, IN THE OFFICE OF THE  
RECEIVER OF TAXES.

On motion made by  
the following resolution was adopted upon roll call:

RESOLVED, that Patricia Moran be and hereby is appointed Office Aide, Non Competitive, Grade 2, Start Step (A), \$34,181, in the Office of the Receiver of Taxes, by the Receiver of Taxes and ratified by the Town Board of the Town of Hempstead effective December 31, 2018 and BE IT

FURTHER RESOLVED, that subject appointment is probationary for twenty-six weeks and should candidate prove unsatisfactory during this period, said appointment may be terminated.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF ALEXANDRA NATOLI AS  
OFFICE AIDE, IN THE DEPARTMENT OF  
GENERAL SERVICES, ADMINISTRATION.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that Alexandra Natoli be and hereby is appointed Office Aide, Non Competitive, Grade 2, Start Step (A), \$34,181, in the Department of General Services, Administration, by the Commissioner of the Department of General Services and ratified by the Town Board of the Town of Hempstead effective December 12, 2018 and BE IT

FURTHER RESOLVED, that subject appointment is probationary for twenty-six weeks and should candidate prove unsatisfactory during this period, said appointment may be terminated.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF RYAN O'REILLY  
AS LABORER I, IN THE DEPARTMENT OF  
SANITATION.

On motion made by  
the following resolution was adopted upon roll call:

RESOLVED, that Ryan O'Reilly be and hereby is appointed Laborer I, Labor Class, Grade 9, Start Step (A), \$40,974, in the Department of Sanitation, by the Commissioner of the Department of Sanitation and ratified by the Town Board of the Town of Hempstead effective December 12, 2018 and BE IT

FURTHER RESOLVED, that subject appointment is probationary for twenty-six weeks and should candidate prove unsatisfactory during this period, said appointment may be terminated.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF THADDIUS PARKER  
AS RECYCLING WORKER I, IN THE  
DEPARTMENT OF SANITATION.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that Thaddius Parker be and hereby is appointed Recycling Worker I, Labor Class, Grade 10, Start Step (A), \$42,149, in the Department of Sanitation, by the Commissioner of the Department of Sanitation and ratified by the Town Board of the Town of Hempstead effective December 12, 2018 and BE IT

FURTHER RESOLVED, that subject appointment is probationary for twenty-six weeks and should candidate prove unsatisfactory during this period, said appointment may be terminated.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF MARCUS POVINELLI  
AS EXECUTIVE ASSISTANT TO TOWN  
BOARD, IN THE OFFICE OF THE TOWN  
BOARD.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that Marcus Povinelli be and hereby is appointed  
Executive Assistant to Town Board, in the Office of the Town Board Majority Central Staffing  
Code 1018, Unclassified, Ungraded, at an annual salary of \$95,000, by the Town Board of the Town  
of Hempstead, effective December 17, 2018.

AYES:

NOES:



RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF JONATHAN SAGAN  
AS RECYCLING WORKER II, IN THE  
DEPARTMENT OF SANITATION.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that Jonathan Sagan be and hereby is appointed  
Recycling Worker II, Non Competitive, Grade 12, Start Step (A), \$44,690, in the Department of  
Sanitation, by the Commissioner of the Department of Sanitation and ratified by the Town Board of  
the Town of Hempstead effective December 12, 2018 and BE IT

FURTHER RESOLVED, that subject appointment is probationary for  
twenty-six weeks and should candidate prove unsatisfactory during this period, said appointment  
may be terminated.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF STEPHEN SMIRTI  
AS COMMUNITY RESEARCH ASSISTANT,  
IN THE OFFICE OF THE SUPERVISOR.

On motion made by  
the following resolution was adopted upon roll call:

RESOLVED, that Stephen Smirti be and hereby is appointed  
Community Research Assistant, Non Competitive, Ungraded, at an annual salary of \$65,000, in  
the Office of the Supervisor, by the Supervisor of the Town of Hempstead and ratified by the Town  
Board of the Town of Hempstead, subject to satisfactory completion of pre-employment criteria,  
effective December 12, 2018 and BE IT

FURTHER RESOLVED, that subject appointment is probationary for  
twenty-six weeks and should candidate prove unsatisfactory during this period, said appointment  
may be terminated.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF CHRISTOPHER SMITH  
AS LABORER I, IN THE DEPARTMENT OF  
CONSERVATION AND WATERWAYS.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that Christopher Smith be and hereby is appointed Laborer I, Labor Class, Grade 9, Start Step (A), \$40,974, in the Department of Conservation and Waterways, by the Commissioner of the Department of Conservation and Waterways and ratified by the Town Board of the Town of Hempstead effective December 12, 2018 and BE IT

FURTHER RESOLVED, that subject appointment is probationary for twenty-six weeks and should candidate prove unsatisfactory during this period, said appointment may be terminated.

A YES:

NOES:

12/11/2018

In addition there are (5) Five Resolutions for various types of Leaves of Absence.

Adopted

offered the following resolution and moved its adoption:

**RESOLUTION AMENDING RESOLUTION NO. 1154-2018  
THAT AUTHORIZED THE TOWN ATTORNEY TO  
RETAIN LEVENTHAL, MULLANEY & BLINKOFF, LLP  
TO PROVIDE LEGAL SERVICES.**

**WHEREAS**, the Town of Hempstead has an immediate need for legal services relating to ethics and best practices; and

**WHEREAS**, the Town Board finds it prudent to retain a counsel for not only present issues but also possible future issues that may arise; and

**WHEREAS**, the law firm of Leventhal, Mullaney & Blinkoff, LLP, with an address at 15 Remsen Avenue, Roslyn, New York, 11576, is qualified to render such services;

**WHEREAS**, this Board finds it is in the best interests of the Town to retain Leventhal, Mullaney & Blinkoff, LLP to provide the services;

**WHEREAS**, by Resolution No. 976-2018 the Town Board authorized the Town Attorney to retain the firm of Leventhal, Mullaney & Blinkoff, LLP;

**WHEREAS**, the Town Board wishes to clarify the scope of the firm's engagement as ethics counsel to the Town of Hempstead; and

**WHEREAS**, this Resolution shall supersede Resolution No. 976-2018;

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the Town Board hereby authorizes the Town Attorney to retain Leventhal, Mullaney & Blinkoff, LLP with offices at 15 Remsen Avenue, Roslyn, New York, 11576, at a rate of \$275 per hour; and be it further

**RESOLVED**, that Leventhal, Mullaney & Blinkoff, LLP shall serve as ethics counsel to the Town of Hempstead Town Board, the Town Attorney, and the Town's Board of Ethics, and shall provide legal services related to ethics, best practices and related issues, and be it further

**RESOLVED**, that the law firm of Leventhal, Mullaney & Blinkoff, LLP may also be retained by the Town Attorney for any other legal matters as the Town Attorney shall deem appropriate.

**RESOLVED**, that this resolution shall supersede Resolution 976-2018; and  
be it further

**RESOLVED**, that the fees to be paid to Leventhal, Mullaney & Blinkoff,  
LLP in this matter shall be paid from the General Fund, Undistributed Fees &  
Services Account #010-012-9000-4151.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Case No.

Resolution No.

Adopted:

Council(wo)man

offered the following resolution and moved its adoption:

**RESOLUTION TERMINATING THE TOWN  
OF HEMPSTEAD'S AGREEMENT WITH  
L.M.G.I. LTD.**

**WHEREAS**, the Town of Hempstead required the services of a private investigator; and

**WHEREAS**, the Town of Hempstead retained L.M.G.I., Ltd. by Resolution 362-2018 to perform those services; and

**WHEREAS**, the Town Board finds L.M.G.I., Ltd.'s services to no longer be required;

**NOW, THEREFORE, BE IT**

**RESOLVED**, the Town's agreement with L.M.G.I., Ltd. by Resolution 362-2018 is terminated as of December 31, 2018.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

CASE NO.

RESOLUTION NO.

ADOPTED:

Council(wo)man  
its adoption:

offered the following resolution and moved

RESOLUTION AUTHORIZING MAILINGS

WHEREAS, the Town Councilpersons, the Town Clerk, and the Receiver of Taxes are elected officials within the Town of Hempstead along with the Town Supervisor; and

WHEREAS, the elected officials occupying these offices have duties and responsibilities to their respective offices, as well as to the residents for whom they are elected to represent; and

WHEREAS, communication with, and the dissemination of information to, their relative constituencies is a vital component in the performance of their duties and responsibilities; and

WHEREAS, elected Town officials should have authority to mail information they deem important to their constituents;

NOW, THEREFORE, BE IT

RESOLVED, that except by order of the Town Board, no mailing by a Town Councilperson, the Town Clerk, or the Receiver of Taxes may be prohibited, and the mailing need not be approved in advance.

The foregoing was adopted upon roll call as follows:

AYES:

NOES:



Amended  
Reso.  
Item #43

Case No.  
Resolution No.  
Adopted:

Council(wo)man offered the following resolution and moved its adoption:

**RESOLUTION ESTABLISHING THE LIST  
OF DESIGNATED NEWSPAPERS FOR  
PUBLICATION OF NOTICES,  
RESOLUTIONS, ORDINANCES AND/OR  
LOCAL LAWS BY THE TOWN CLERK  
DURING THE YEAR 2019**

**WHEREAS**, the Town Board must designate certain newspapers for the publication of notices, resolutions, or ordinances and local laws as may be required by law, or directed by this Board; and

**WHEREAS**, the Town Board is required to publish said notices, resolutions, or ordinances and local laws, and wishes to do so as cost effectively as possible in calendar year 2019; and

**WHEREAS**, Long Island Business News currently charges the Town of Hempstead \$0.395 per line, which is the cheapest rate of any publisher of general circulation used in calendar year 2018, and provides free access to the public notices on its website;

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the Town Clerk is hereby authorized and directed to publish such notices, resolutions or ordinances and local laws as may be required by law or directed by the Board in calendar year 2019, in the Long Island Business News, 2150 Smithtown Ave., Suite 7, Ronkonkoma, NY 11779; and be it further,

**RESOLVED**, the Town Clerk may only publish such notices, resolutions or ordinances and local laws as may be required by law or directed by the Board in the following newspapers if there is insufficient time to publish notice in Long Island Business News:

- Baldwin Herald, 2 Endo Blvd., Garden City, NY 11530
- Bellmore Herald Life, 2 Endo Blvd., Garden City, NY 11530
- East Meadow Beacon, 5 Center St., Hempstead, NY 11550
- East Meadow Herald, 2 Endo Blvd., Garden City, NY 11530
- Five Towns Jewish Home, PO Box 266, Lawrence, NY 11559
- Floral Park Bulletin, PO Box 227, Floral Park, NY 11001
- Franklin Square Bulletin, PO Box 227, Floral Park, NY 11001
- Franklin Square / Elmont Herald, 2 Endo Blvd., Garden City, NY 11530
- Freeport Herald Leader, 2 Endo Blvd., Garden City, NY 11530
- Garden City Life, 132 East Second St., Mineola, NY 11501
- Hempstead Beacon, 5 Center St., Hempstead, NY 11550
- Levittown Tribune, 132 East Second St., Garden City, NY 11530
- Long Beach Herald, 2 Endo Blvd., Garden City, NY 11530
- Lynbrook / East Rockaway Herald, 2 Endo Blvd., Garden City, NY 11530
- Malverne / West Hempstead Herald, 2 Endo Blvd., Garden City, NY 11530
- Merrick Herald Life, 2 Endo Blvd., Garden City, NY 11530
- Mid Island Times and Levittown Times, 821 Franklin Ave., Suite 208, Garden City, NY 11530
- Nassau Herald, 2 Endo Blvd., Garden City, NY 11530
- New Hyde Park Illustrated, 132 East Second St., Mineola, NY 11501
- Oceanside / Island Park Herald, 2 Endo Blvd., Garden City, NY 11530
- Rockville Centre Herald, 2 Endo Blvd., Garden City, NY 11530
- Seaford Herald Citizen, 2 Endo Blvd., Garden City, NY 11530
- South Shore Tribune, 4 California Pl. N., Island Park, NY 11558
- The Garden City News, 821 Franklin Ave., Suite 208, Garden City, NY 11530

- The Gateway, PO Box 227, Floral Park, NY 11001
- The Jewish Star, 2 Endo Blvd., Garden City, NY 11530
- Uniondale Beacon, 5 Center St., Hempstead, NY 11550
- Valley Stream Herald, 2 Endo Blvd., Garden City, NY 11530
- Wantagh Herald Citizen, 2 Endo Blvd., Garden City, NY 11530
- Westbury Times, 132 East Second St., Mineola, NY 11501
- West Hempstead Beacon, 5 Center St., Hempstead, NY 11550
- 5 Towns Jewish Times, PO Box 690, Lawrence, NY 11559;

and be it further,

**RESOLVED**, the Town Clerk may only publish such notices, resolutions or ordinances and local laws as may be required by law, or directed by the Board in Newsday, 235 Pinelawn Road, Melville, NY 11747 if there is insufficient time to publish notice in the above newspapers; and be it further,

**RESOLVED**, the above publishers shall be the only publishers of general circulation utilized for these purposes by the Town of Hempstead in calendar year 2019 unless otherwise directed by the Town Board, and the above rules shall be the only means of publication unless directed by the Town Board.;

**RESOLVED**, the Comptroller be and hereby is authorized to continue paying for the cost of publishing such notices by Long Island Business News, and Newsday when necessary as described herein, which shall be charged against and paid from account number 010-012-9000-4020.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES: