

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 22nd day of January, 2019, 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:

BALDWIN
Section 202-5
CHESTNUT STREET (TH 474/18) East Side -
TWO HOUR PARKING 8 AM TO 4 PM EXCEPT
SATURDAYS, SUNDAYS, AND HOLIDAYS - from
the north curblineline of Brooklyn Avenue
then north for a distance of 109 feet.

CHESTNUT STREET (TH 474/18) East Side -
NO STOPPING 6 AM TO 6 PM EXCEPT
SATURDAYS, SUNDAYS, AND HOLIDAYS -
starting at a point 109 feet north of
the north curblineline of Brooklyn Avenue
then north for a distance of 47 feet.

CHESTNUT STREET (TH 474/18) East Side -
TWO HOUR PARKING 8 AM TO 4 PM EXCEPT
SATURDAYS, SUNDAYS, AND HOLIDAYS -
starting at a point 156 feet north of
the north curblineline of Brooklyn Avenue
then north to the south curblineline of New
York Avenue.

SEAMAN AVENUE (TH 544/18) South Side -
TWO HOUR PARKING 7 AM TO 7 PM EXCEPT
SUNDAYS - starting at a point 144 feet
east of the east curblineline of Pine
Street then east for a distance of
166 feet.

(NR) BELLEROSE
TERRACE
Section 202-30
238th STREET (TH 549/18) West Side - NO
PARKING
9 AM TO 5 PM EXCEPT SATURDAYS, SUNDAYS,
AND HOLIDAYS - starting at a point
230 feet south of the south curblineline of
Jamaica Avenue south for a distance of
25 feet.

(NR) ISLAND PARK
Section 202-28
AUSTIN BLVD (TH 552/18) East Side - TWO
HOUR PARKING 9 AM TO 9 PM - starting at
a point 350 feet south of the south
curblineline of Traymore Blvd. south for a
distance of 60 feet.

Case # 30048
Item # 1

MERRICK
Section 202-11

COMMONWEALTH AVENUE (TH 497/18) North Side - TWO HOUR PARKING 7 AM TO 7 PM EXCEPT SATURDAYS, SUNDAYS, AND HOLIDAYS - starting at a point 32 feet west of the west curbline of Brooklyn Avenue west for a distance of 232 feet.

COMMONWEALTH AVENUE (TH 497/18) North Side - FOUR HOUR PARKING 8 AM TO 4 PM EXCEPT SATURDAYS, SUNDAYS, AND HOLIDAYS - starting at a point 264 feet west of the west curbline of Brooklyn Avenue west for a distance of 212 feet.

SEAFORD
Section 202-4

JACKSON AVENUE (TH 551/18) West Side - TWO HOUR PARKING 7 AM TO 7 PM EXCEPT SATURDAYS, SUNDAYS, AND HOLIDAYS - starting at the north curbline of Hudson Avenue north for a distance of 102 feet.

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

BALDWIN
Section 202-5

CHESTNUT STREET (TH 523/84) East Side - TWO HOUR PARKING 8 AM TO 4 PM EXCEPT SATURDAYS, SUNDAYS, AND HOLIDAYS - from the north curbline of Brooklyn Avenue north to the south curbline of New York Avenue. (Adopted 12/18/84)

SEAMAN AVENUE (TH 346/00) South Side - TWO HOUR PARKING 7 AM TO 7 PM EXCEPT SUNDAYS - starting at a point 238 feet east of the east curbline of Pine Street east for a distance of 135 feet. (Adopted 1/23/01)

SEAMAN AVENUE (TH 290/01) South Side - TWO HOUR PARKING 7 AM TO 7 PM EXCEPT SUNDAYS - starting at a point 53 feet east of the east curbline of Pine Street east for a distance of 185 feet. (Adopted 3/11/03)

SEAMAN AVENUE - South Side - TWO HOUR PARKING 7 AM TO 7 PM EXCEPT SUNDAYS - starting at a point 25 feet east of the east curbline of Pine Street east to a point opposite the west curbline of Harte Street. (Amended 2/4/58)

BELLMORE
Section 202-15

MERRICK ROAD (TH 83/05) South Side - ONE HOUR PARKING BETWEEN SIGNS - starting at a point 30 feet east of the east curbline of Prospect Place east for a distance of 53 feet. (Adopted 5/24/05)

ELMONT
Section 202-19

COVERT AVENUE (TH 8/96) East Side - NO
PARKING EXCEPT SUNDAYS AND HOLIDAYS -
starting at a point 185 feet north of
the north curbline of Reed Avenue north
for a distance of 48 feet.
(Adopted 5/7/96)

MERRICK
Section 202-11

COMMONWEALTH AVENUE (TH 76/86) North
Side - TWO HOUR PARKING 7 AM TO 7 PM
EXCEPT SATURDAYS, SUNDAYS, AND HOLIDAYS
- starting at a point 30 feet west of
the west curbline of Brooklyn Avenue
west for a distance of 78 feet.
(Adopted 8/26/86)

COMMONWEALTH AVENUE (TH 207/18) North
Side - FOUR HOUR PARKING 8 AM TO 4 PM
EXCEPT SATURDAYS, SUNDAYS, AND HOLIDAYS
- starting at a point 115 feet west of
the west curbline of Brooklyn Avenue
west for a distance of 362 feet.
(Adopted 8/7/18)

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

Dated: January 8, 2019
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 22nd day of January, 2019, at 10:30 o'clock in the forenoon of that day to consider the enactment of a local law to amend Section 202-1 of the code of the Town of Hempstead to INCLUDE AND REPEAL "PARKING OR STANDING PROHIBITIONS" at the following locations:

- BALDWIN SEAMAN AVENUE (TH 544/18) South Side - NO STOPPING HERE TO CORNER - starting at the east curbline of Pine Street east for a distance of 23 feet.
- SEAMAN AVENUE (TH 544/18) South Side - NO STOPPING ANYTIME - starting at a point 92 feet east of the east curbline of Pine Street then east for a distance of 52 feet.
- (NR) BELLEROSE 240th Street (TH 523/18) West Side - NO STOPPING HERE TO CORNER - starting at the south curbline of Ontario Road south for a distance of 45 feet.
- TERRACE
- BELLMORE NEWBRIDGE ROAD (TH 545/18) East Side - NO STOPPING HERE TO CORNER - starting at the south curbline of Linden Street south for a distance of 48 feet.
- NEWBRIDGE ROAD (TH 545/18) East Side - NO STOPPING HERE TO CORNER - starting at the north curbline of Linden Street north for a distance of 33 feet.
- NEWBRIDGE ROAD (TH 545/18) East Side - NO STOPPING ANYTIME - starting at a point 33 feet north of the north curbline of Linden Street north to the south curbline of Oak Street.
- ELMONT ESTELLE AVENUE (TH 531/18) South Side - NO STOPPING ANYTIME - starting at a point 237 feet east of the east curbline of Belmont Blvd east for a distance of 46 feet.

Case # 30049
Item # 2

OCEANSIDE OCEAN HARBOR DRIVE (TH 533/18) South Side - NO PARKING ANYTIME - starting at a point opposite the north curbline of Shore Road west then going south for a distance of 180 feet.

ROOSEVELT DEBEVOISE AVENUE (TH 532/18) North Side - NO STOPPING HERE TO CORNER - from the west curbline of Nassau Road then west for a distance of 60 feet.

DEBEVOISE AVENUE (TH 532/18) North Side - NO STOPPING ANYTIME - starting at a point 60 feet west of the west curbline of Nassau Road then west for a distance of 75 feet.

UNIONDALE PEMBROKE STREET (TH 539/18) North Side - NO PARKING ANYTIME - starting at a point 164 feet east of the east curbline of Gilroy Avenue then east for a distance of 63 feet.

WOODMERE EASTWOOD ROAD (TH 529/18) East Side - NO STOPPING HERE TO CORNER - from the south curbline of Crestwood Road south for a distance of 30 feet.

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

BALDWIN SEAMAN AVENUE (TH 290/01) South Side - NO STOPPING ANYTIME - starting at a point 89 feet east of the east curbline of Pine Street east for a distance of 53 feet. (Adopted 7/9/02)

SEAMAN AVENUE - South Side - NO PARKING - from the east curbline of Pine Street east for a distance of 25 feet. (Amended 8/24/54)

BELLMORE NEWBRIDGE ROAD (TH 85/97) East Side - NO STOPPING HERE TO CORNER - starting at the south curbline of Linden Place, south for a distance of 30 feet. (Adopted 9/30/97)

NEWBRIDGE ROAD (TH 85/97) East Side - NO STOPPING ANYTIME - starting at the north curbline of Linden Place north to the south curbline of Oak Street. (Adopted 9/30/97)

LIDO BEACH BLACKHEATH ROAD (TH 166/91) East Side - NO STOPPING ANYTIME - starting 30 feet south of the south driveway of Blackheath Road School north for a distance of 145 feet. (Adopted 1/28/92)

ROOSEVELT

DEBEVOISE AVENUE (TH 670/69) North Side
- NO STOPPING HERE TO CORNER - from the
west curbline of Nassau Road west for a
distance of 56 feet. (Adopted 4/7/70)

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

Dated: January 8, 2019
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 22nd day of January, 2019, 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:

EAST MEADOW POST STREET (TH 553/18) STOP - all traffic traveling northbound on McArthur Street shall come to a full stop.

ELMONT LINCOLN STREET (TH 531/18) STOP - all traffic traveling westbound on Estelle Avenue shall come to a full stop.

LINCOLN STREET (TH 531/18) STOP - all traffic traveling eastbound on Estelle Avenue shall come to a full stop.

FRANKLIN SQUARE RUTGERS ROAD (TH 542/18) STOP - all traffic traveling northbound on College Road shall come to a full stop.

OCEANSIDE 2nd Street (TH 489/18) STOP - all motorists traveling eastbound on West Waukena Avenue shall come to a full stop.

2nd Street (TH 489/18) STOP - all motorists traveling westbound on West Waukena Avenue shall come to a full stop.

ROOSEVELT MAPLE DRIVE (TH 510/18) STOP - all traffic traveling northbound on Midwood Place shall come to a full stop.

MAPLE DRIVE (TH 510/18) STOP - all traffic traveling northbound on Sterling Place shall come to a full stop.

UNIONDALE BIRCH STREET (TH 501/18) STOP - all traffic traveling northbound on Leslie Lane shall come to a full stop.

BIRCH STREET (TH 501/18) STOP - all traffic traveling southbound on Leslie Lane shall come to a full stop.

Case # 30050
Item # B

WOODMERE

NARROW LANE (TH 468/18) STOP - all
motorists traveling westbound on Woodmere
Place 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: January 8, 2019
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 22nd day of January, 2019, at 10:30 o'clock in the forenoon of that day to consider the enactment of a local law to amend Section 197-13 of the code of the Town of Hempstead to INCLUDE AND REPEAL "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS" at the following locations:

ELMONT ESTELLE AVENUE (TH 531/18) South Side - NO STOPPING 7 AM TO 4 PM SCHOOL DAYS - from the east curbline of Belmont Blvd. east for a distance of 237 feet.

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

ELMONT ESTELLE AVENUE (TH 118/84) South Side - NO STOPPING 7 AM TO 4 PM SCHOOL DAYS - starting from the east curbline of Belmont Blvd. east for a distance of 250 feet. (Adopted 4/10/84)

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

Dated: January 8, 2019
Hempstead, New York

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

LAURA A. GILLEN
Supervisor

SYLVIA A. CABANA
Town Clerk

Case # 30051
Item # 4

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 22nd day of January, 2019, 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

MARGUERITE AVENUE - east side, starting at a point 151 feet south of the south curblineline of Chelsea Street, south for a distance of 20 feet.
(TH-513/18)

COVERT AVENUE - east side, starting at a point 198 feet north, then 26 feet east of the north curblineline of Reed Avenue, then north for a distance of 25 feet.
(TH-522/18)

FRANKLIN SQUARE

JEFFERSON STREET - east side, starting at a point 77 feet north of the north curblineline of Naple Avenue, north for a distance of 20 feet.
(TH-517/18)

OCEANSIDE

OCEANSIDE ROAD - east side, starting at a point 220 feet south of the south curblineline of Allen Avenue, south for a distance 20 feet.
(TH-512/18)

Case # 21527

Item # 5

ROOSEVELT

HILLMAN PLACE - south side, starting at a point 52 feet west of the west curblineline of Wagner Avenue, west for a distance of 20 feet.
(TH-456/18)

WEST ROOSEVELT AVENUE - north side, starting at a point 550 feet east of the east curblineline of Pennsylvania Avenue, east for a distance of 20 feet.
(TH-509/18)

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

EAST ATLANTIC BEACH

BUFFALO AVENUE - east side, starting at a point 20 feet south of the south curblineline of Park Street, south for a distance of 18 feet.
(TH-488/18)

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

Dated: January 8, 2019
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, 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 January 22, 2019 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 WANTAGH 3215 LLC. for a permit to include an existing gasoline service station with "GSS" District to demolish existing building, a new one-story, 2,996' convenience store and gasoline service station facility will be constructed adding six(6) MPDs providing (12) fueling stations will be constructed as will a 20' by 136' canopy covering the MPDs at WANTAGH, New York:

An irregularly shaped parcel of property located on the corner formed by the intersection of the westerly line of Wantagh Ave. and Northerly line of Merrick Rd. w/frontage of 260' along Wantagh Ave & approx. 150' of frontage along Merrick Rd. with a lot width at the northerly end of the property of approx. 138' and a lot width at the southerly end of the property approx. 150' situated in Wantagh, 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.

LAYRA A. GILLEN
Supervisor

SYLVIA A. CABANA
Town Clerk

Dated: January 8, 2019
Hempstead, N.Y.

Item # 6

Case # 7011

DECISION OF JAS USA INC. UNIONDALE

Item # 7

Case # 4562

**DECISION OF SHADY
POINT LLC FOR SPECIAL
EXCEPTION WEST
HEMPSTEAD**

Item # 8

Case # 25041

**DECISION OF SHADY
POINT LLC FOR THE
COVENANTS WEST
HEMPSTEAD**

Item # 9
Case # 25041

**DECISION OF
BOLLA EM
REALTY WEST
HEMPSTEAD**

Item # 10

Case # 30016

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution

And moved its adoption:

RESOLUTION GRANTING PERMISSION TO CONGREGATION BETH OHR, BELLMORE, NEW YORK TO USE TOWN OF HEMPSTEAD PARKING FIELD B-2, BELMORE, NEW YORK FOR THE PURPOSE OF HOLDING A CRAFT FAIR ON APRIL 14, MAY 5, JUNE 2, JUNE 30, JULY 7, JULY 14, AUGUST 4, AUGUST 18, SEPTEMBER 1, SEPTEMBER 15, OCTOBER 6, OCTOBER 20, NOVEMBER 10, AND NOVEMBER 24, 2019.

WHEREAS, Congregation Beth Ohr, c/o Bruce Nelson, President, 2550 South Centre Avenue, Bellmore, New York 11710 has requested to use Town of Hempstead Parking Field B-2, Bellmore, New York for the purpose of holding a Craft Fair on April 14, May 5, June 2, June 30, July 7, July 14, August 4, August 18, September 1, September 15, October 6, October 20, November 10, and November 24, 2019 (the "Fair "); and

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

NOW, THEREFORE, BE IT

RESOLVED, that permission is hereby granted to Congregation Beth Ohr, c/o Bruce Nelson, President, 2550 South Centre Avenue, Bellmore, New York 11710 to use Town of Hempstead Parking Field B-2, Bellmore, New York for the purpose of holding the Fair on April 14, May 5, June 2, June 30, July 7, July 14, August 4, August 18, September 1, September 15, October 6, October 20, November 10, and November 24, 2019; and be it further

RESOLVED, that in conducting said activity Congregation Beth Ohr shall comply with all the provisions of the Code of the Town of Hempstead.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

11

Case #

20915

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution

And moved its adoption:

RESOLUTION GRANTING PERMISSION TO THE BELLMORE LIONS CLUB, BELLMORE, NEW YORK TO USE TOWN OF HEMPSTEAD PARKING FIELD B-2, BELMORE, NEW YORK FOR THE PURPOSE OF HOLDING A CRAFT FAIR ON APRIL 7, APRIL 28, MAY 19, MAY 26, JUNE 9, JUNE 23, JULY 21, JULY 28, AUGUST 11, AUGUST 25, SEPTEMBER 8, SEPTEMBER 29, OCTOBER 13, OCTOBER 27, NOVEMBER 3, AND NOVEMBER 17, 2019.

WHEREAS, the Bellmore Lions Club, c/o Nina Lanci, Chairwoman, P.O. Box 1159, Bellmore, New York 11710 has requested to use Town of Hempstead Parking Field B-2, Bellmore, New York for the purpose of holding a Craft Fair on April 7, April 28, May 19, May 26, June 9, June 23, July 21, July 28, August 11, August 25, September 8, September 29, October 13, October 27, November 3, and November 17, 2019 (the "Fair "); and

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

NOW, THEREFORE, BE IT

RESOLVED, that permission is hereby granted to the Bellmore Lions Club, c/o Nina Lanci, Chairwoman, P.O. Box 1159, Bellmore, New York 11710 to use Town of Hempstead Parking Field B-2, Bellmore, New York for the purpose of holding the Fair on April 7, April 28, May 19, May 26, June 9, June 23, July 21, July 28, August 11, August 25, September 8, September 29, October 13, October 27, November 3, and November 17, 2019; and be it further

RESOLVED, that in conducting said activity the Bellmore Lions Club shall comply with all the provisions of the Code of the Town of Hempstead.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 11

Case # 2015

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution

And moved its adoption:

RESOLUTION GRANTING PERMISSION TO THE ARK OF SALVATION, OCEANSIDE, NEW YORK TO USE TOWN OF HEMPSTEAD PARKING FIELD O-6, OCEANSIDE, NEW YORK FOR THE PURPOSE OF HOLDING HOPE DAY ON JUNE 1, 2019.

WHEREAS, the Arc of Salvation, c/o Rev. Dr. Dan De Jesus, Senior Pastor, 3161 Royal Avenue, Oceanside, New York 11572 has requested to use Town of Hempstead Parking Field O-6, Oceanside, New York for the purpose of holding Hope Day on June 1, 2019; and

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

NOW, THEREFORE, BE IT

RESOLVED, that permission is hereby granted to the Arc of Salvation, c/o Rev. Dr. Dan De Jesus, Senior Pastor, 3161 Royal Avenue, Oceanside, New York 11572 to use Town of Hempstead Parking Field O-6, Oceanside, New York for the purpose of holding Hope Day on June 1, 2019; and be it further

RESOLVED, that in conducting said activity the Arc of Salvation shall comply with all the provisions of the Code of the Town of Hempstead.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 11

Case # 20915

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION ACCEPTING MONETARY GIFTS FROM VARIOUS INSTITUTIONS FOR SUPPORT OF SENIOR CITIZENS' PROGRAMS OF THE TOWN OF HEMPSTEAD DEPARTMENT OF SENIOR ENRICHMENT.

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

WHEREAS, various institutions have offered to make monetary gifts for the purpose of funding the programs in the amount as follows:

ALL POINTS MEDIA LLC	\$1,500.00
EMBLEM HEALTH, INC.	\$3,000.00
LYNBROOK RESTORATIVE THERAPY AND NURSING	\$ 300.00
MASSAPEQUA CENTER LLC	\$ 300.00
WELLCARE COMPREHENSIVE HEALTH MANAGEMENT	\$1,200.00
WELLCARE COMPREHENSIVE HEALTH MANAGEMENT	\$ 600.00

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

NOW, THEREFORE, BE IT

RESOLVED that the Town board hereby gratefully accepts the gifts from various institutions for the purpose of funding the Programs; and be it further

RESOLVED, that the Comptroller be and he hereby is authorized and directed to accept funds donated by various institutions, to be deposited into the Code 010-004-6772-2705, Town General Fund Gifts and Donations Revenue Account.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 12
Case # 21943

CASE NO.

RESOLUTION NO.

Adopted:

offered

the following

resolution and moved its adoption:

RESOLUTION DECLARING CERTAIN EQUIPMENT OBSOLETE AND AUTHORIZING THE DISPOSAL OF OBSOLETE EQUIPMENT FROM THE DEPARTMENT OF CONSERVATION AND WATERWAYS

WHEREAS, the Commissioner of the Department of Conservation and Waterways advises the Town Board that the below delineated equipment should be declared obsolete and disposed of as per the regulations and guidelines of the Town of Hempstead Department of Purchasing;

- 10 - Solar Components Corporation 18" Diameter 60 gallon transparent Kawall algae culture tanks
- 10 - Solar Components Corporation 18" Diameter Caps
- 1 - Solar Components Corporation 30" Diameter 150 gallon transparent algae culture tanks
- 1 - Solar Components Corporation 30" Diameter Cap
- 10 - Litonia shop light 1284grde-4I-32w grid
- 1 - Pentair UV sterilizer 220 watt 120 volt uv120-2
- 4 - Pentair 55 watt uv lamps u5254
- 1 - Poly Tank 24 x 30 x 30 PT620
- 1 - Poly Tank 20 x 24 x 24 PT602
- 1 - 1987 20' Boston Whaler 225 Johnson

WHEREAS, the Commissioner of the Department of Conservation and Waterways further advises the Town Board that some of the delineated equipment may have salvage value; and

WHEREAS, upon the recommendation of the Commissioner of the Department of Conservation and Waterways, the Town Board deems it to be in the best interest of the Town to declare the delineated equipment obsolete and authorize disposal of the same;

NOW, THEREFORE, BE IT

RESOLVED, that the Department of Conservation and Waterways be and hereby is authorized to declare the previous listed equipment obsolete; and

FURTHER RESOLVED, that any monies received from auction of said obsolete equipment shall be deposited into the appropriate town fund.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 13

Case # 12113

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE AWARD OF BID TO MOBILE INDUSTRIAL WELDING FOR CONTRACT #119-2018 FOR LABOR TO REPAIR LINK BELT CRANES IN THE DEPARTMENT OF CONSERVATION AND WATERWAYS.

WHEREAS, the Director of Purchasing Division, Office of Comptroller, on behalf of the Department of Conservation and Waterways, advertised for sealed bids under Contract #119-2018 for labor to repair link belt cranes; and

WHEREAS, the following sole bid in response to the solicitation was received and opened in the Department of Purchasing on December 12, 2018:

Mobile Industrial Welding
268 Bay Avenue
Patchogue, NY 11772

Work to be done on-site with full Mobile service truck with support tools "welder, compressor, hand tools, hydraulic jack's presses and blocking", Town to supply support equipment.

LABOR RATES

\$95.00/hour - regular hours (8:00AM-4:30PM Monday through Friday)

\$142.50/hour - overtime hours (before 8:00AM and after 4:30PM Monday through Friday); and,

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

WHEREAS, the Commissioner of the Department of Conservation and Waterways, after reviewing the sole bid from Mobile Industrial Welding recommends it be accepted as the bidder is duly qualified to perform said service, and the bid is reasonable and in the public interest ; and

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

NOW, THEREFORE, BE IT

RESOLVED, that the above bid be accepted and Contract #119-2018 be awarded to Mobile Industrial Welding, 268 Bay Avenue, Patchogue, NY 11772 for labor to repair link belt cranes; and

BE IT FURTHER RESOLVED, that the Town Comptroller be and hereby authorized to make payments from Conservation and Waterways account code 010-006-8730-4030.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

14

Case #

12113

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION TO OBTAIN INSURANCE SERVICES FROM STACK INSURANCE AGENCY, IN CONNECTION WITH THE ISSUANCE OF INSURANCE FOR THE OFFICE BUILDING LOCATED AT 383 NASSAU ROAD, ROOSEVELT, NEW YORK, FOR THE PURPOSE OF CONDUCTING FEDERALLY FUNDED COMMUNITY DEVELOPMENT ACTIVITIES.

WHEREAS, the Department of Planning and Economic Development owns a building located at 383 Nassau Road, Roosevelt, New York for the purpose of conducting federally funded related community development activities in Roosevelt, New York and the surrounding area; and

WHEREAS, the Department of Planning and Economic Development deems it necessary and is required to carry insurance, both liability and property loss; and

WHEREAS, the Department of Planning and Economic Development needs to immediately secure appropriate insurance; and

WHEREAS, the Department of Planning and Economic Development requested proposals from various agencies and received one (1) proposal from Stack Insurance Agency; and;

WHEREAS, the Commissioner of the Department of Planning and Economic Development has accepted the response of Stack Insurance Agency for Hartford Insurance Group with offices at 555 Broadhollow Road - Suite 270, Melville, New York 11747 for the purpose of providing insurance for 383 Nassau Road, Roosevelt, New York at an amount of \$5,330.36; and

WHEREAS, the Department of Planning and Economic Development determined that Hartford Insurance ranked as an A+ insurance company; and

WHEREAS, the Department of Planning and Economic Development has determined that Stack Insurance Agency submitted the sole proposal; and

NOW, THEREFORE, BE IT

RESOLVED, that the Commissioner of the Department of Planning and Economic Development is hereby authorized and directed to obtain the necessary insurance from STACK INSURANCE AGENCY, in the amount of the sum of FIVE THOUSAND THREE HUNDRED THIRTY and 36/100 (\$5,330.36) DOLLARS, for the period January 25, 2019 to January 25, 2020; and

BE IT FURTHER RESOLVED that the Town Board hereby directs payment to STACK INSURANCE AGENCY in the amount of FIVE THOUSAND THREE HUNDRED THIRTY and 00/100 (\$5,330.36) DOLLARS, which shall be charged against the appropriate community development account and which shall be disbursed in a lump sum upon presentation of a duly executed claim submitted to the Commissioner of the Department of Planning and Economic Development.

The foregoing resolution was adopted on roll call as follows:

AYES: ()

NOES: ()

Doc. No. 18-015
December 19, 2018

Item # 15
Case # 16452

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 HAROLD MUNSON D/B/A H & D LANDSCAPING COMPANY 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, 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, one of the elements of said Community Development Program encompasses the acquisition of properties by the Town of Hempstead and said properties require exterior maintenance for an interim period prior to the disposition of said property and having awarded such contract to; and

H & D Landscaping	
Package 1	<u>\$18,000.00</u>
Package 2	<u>\$23,000.00</u>

WHEREAS, the Commissioner of the Department of Planning and Economic Development has advised this Town Board that the Bid was acceptable and that HAROLD MUNSON D/B/A H & D LANDSCAPING COMPANY, with offices at 15 Park Place, Roosevelt, New York 11575, has performed the assigned Community Development task in a satisfactory manner within the terms of Resolution No. 818-2018 adopted June 5, 2018. The Town of Hempstead is hereby exercising the option stated in Resolution No. 818-2018 to extend the contract of HAROLD MUNSON D/B/A H & D LANDSCAPING COMPANY to the term of January 1, 2019 to December 31, 2019 with a base cap on the contract for an amount not to exceed FIFTY THOUSAND (\$50,000.00); 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 a extension of contract for services by and between the Town of Hempstead and accept the bid for professional services by and between the Town of Hempstead and HAROLD MUNSON D/B/A H & D LANDSCAPING COMPANY for a term beginning January 1, 2019 ending December 31, 2019 with an amount not to exceed the sum of FIFTY THOUSAND (\$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 (\$50,000.00) DOLLARS which shall be charged to the appropriated Community Development Account.

The foregoing resolution was adopted upon roll call as follows:

AYES: ()

NOES: ()

Item # 16

Case # 18675

**EXTENSION OF CONTRACT FOR
PROFESSIONAL SERVICES**

By and Between

TOWN OF HEMPSTEAD

and

H & D LANDSCAPING COMPANY

The contract between the parties, dated the 5th day of June, 2018, under Resolution No. 818-2018 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

H & D LANDSCAPING COMPANY

By: *Harold Munson*
HAROLD MUNSON
Principal

Doc. No. 18-066
November 5, 2018

APPROVED AS TO
AVAILABLE FUNDS
By: *Kevin R. Conroy* Date: 12/31/18
KEVIN R. CONROY
TOWN COMPTROLLER 12/1/19

APPROVED
Donald May 12/4/18
DIRECTOR OF PURCHASING

APPROVED AS TO FORM
Charles O. Heine
SENIOR DEPUTY TOWN ATTORNEY
DATE 12/3/18

APPROVED AS TO CONTENT
DATE 11-18-18
Katherine R. Bond
COMPTROLLER
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 13 day of November, 2018, before me personally came Harold Munson, to me known, who being by me duly sworn did depose and say that he resides at 15 Park Ave Roosevelt NY 11575 and that he is the owner of H & D LANDSCAPING COMPANY, the described in and which executed the foregoing instrument.



Notary Public

DANAD. YOOL
Notary Public, State of New York
No. 01YO6873289
Qualified in Nassau County
Commission Expires April 9, 20 22

H & D Landscaping Company

15 Park Place

Roosevelt, New York 11575

License # H2068140000

(516) 377-5843 Office (516) 377-8710 Fax

(516) 312-1200 Cell (516) 924-8594 Cell


Bid - Package 1

Landscaping	\$ 9,000	
Snow	\$ 9,000	
Total		\$ 18,000


Bid Package 2

Landscaping	\$ 15,000	
Snow	\$ 8,000	
Total		\$ 23,000

This is my proposal giving a definitive amount for snow removal.


Harold Munson, Owner

"Tough on the Job, Not on your Pocket" – Thank you for your consideration to do business with H & D

 **Schedule "B"**

Part II - Terms and Conditions

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

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

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

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

4. Personnel

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

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

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

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

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

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

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

a. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous place, available to employees and applicants for employment, notices to be provided by the Municipality setting forth the provisions of this nondiscrimination clause.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7

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

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

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

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

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

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

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

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

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

CASE NO.

RESOLUTION NO.

Adopted

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE EXTENSION OF A CONTRACT BETWEEN THE TOWN OF HEMPSTEAD AND MENDOZA LANDSCAPING CORPORATION 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, 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, one of the elements of said Community Development Program encompasses the acquisition of properties by the Town of Hempstead and said properties require exterior maintenance for an interim period prior to the disposition of said property and having awarded such contract to; and

Mendoza Landscaping

Package 1	<u>\$21,800.00</u>
Package 2	<u>\$22,860.00</u>

WHEREAS, the Commissioner of the Department of Planning and Economic Development has advised this Town Board that the Bid was acceptable and that MENDOZA LANDSCAPING CORPORATION, with offices at 679 Rose Blvd., Baldwin, New York 11510, has performed the assigned Community Development task in a satisfactory manner within the terms of Resolution No. 819-2018 adopted June 5, 2018. The Town of Hempstead is hereby exercising the option stated in Resolution No. 819-2018 to extend the contract of MENDOZA LANDSCAPING CORPORATION to the term of January 1, 2019 to December 31, 2019 with a base cap on the contract for an amount not to exceed FIFTY THOUSAND (\$50,000.00); 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 a extension of contract for services by and between the Town of Hempstead and accept the bid for professional services by and between the Town of Hempstead and MENDOZA LANDSCAPING CORPORATION for a term beginning January 1, 2019 ending December 31, 2019 with an amount not to exceed the sum of FIFTY THOUSAND (\$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 (\$50,000.00) DOLLARS which shall be charged to the appropriated Community Development Account.

The foregoing resolution was adopted upon roll call as follows:

AYES: ()

NOES: ()

Doc. No. 18-065

Item # 17

Case # 18675

**EXTENSION OF CONTRACT FOR
PROFESSIONAL SERVICES**

By and Between

TOWN OF HEMPSTEAD

and

MENDOZA LANDSCAPING CORPORATION

The contract between the parties, dated the the 5th day of June 2018, under Resolution No. 819-2018 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

MENDOZA LANDSCAPING CORPORATION

By: _____
JOSE MENDOZA,
Principal

Doc. No. 18-065
November 5, 2018

APPROVED AS TO
AVAILABLE FUNDS
By: _____ Date: 12/31/18
12/19
KEVIN R. CONROY
TOWN COMPTROLLER

APPROVED

12/4/18
DIRECTOR OF PURCHASING

APPROVED AS TO CONTENT
DATE _____
BLT. OF PLANNING & ECONOMIC DEVELOPMENT

APPROVED AS TO FORM
Charles O. Heine
SENIOR DEPUTY TOWN ATTORNEY
DATE 12/3/18

APPROVED AS TO CONTENT
DATE 11-13-18
Kathrina R. Brodtko
COUNSEL TO COMMISSIONER
BLT. OF PLANNING & ECONOMIC DEVELOPMENT

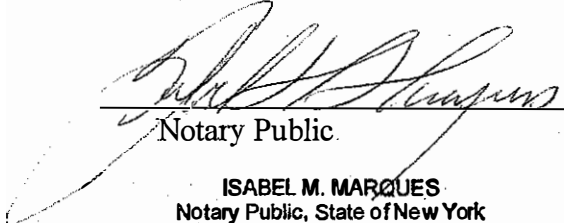
STATE OF NEW YORK)
 :SS.:
COUNTY OF NASSAU)

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 *13* day of *November*, 2018 before me personally came JOSE MENDOZA, to me known, who being by me duly sworn did depose and say that he resides at *679 Rose Blvd*
Baldwin New York 11510, and that he is a Principal of MENDOZA LANDSCAPING CORPORATION, the firm described in and which executed the foregoing instrument.



Notary Public.

ISABEL M. MARQUES
Notary Public, State of New York
No. 01MA6009473
Qualified in Nassau County
Commission Expires on June 29, *2022*



MENDOZA Landscaping & Construction

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(Home) 992-5065

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679 Rose Blvd., Baldwin, NY. 11

May 17, 2018

Allan Thompson
Assistant to the Commissioner
Town of Hempstead
Planning and Economic Development
383 Nassau Road, Roosevelt, NY 11575


Re: Bid to maintain properties for the Planning Department of the Town of Hempstead 2018

To clarify my previous bid, the flat amount that will be charged including the snow removal for these properties will be as follows:

Bid package # Property 1

	\$ 11,800.00
Snow Remova	10,000.00
Total	21,800.00

Bid package # Property 2	\$ 18, 860.00
Snow Removal	4,000.00
Total	22, 860.00

x 
Jose Mendoza
President

Schedule "B"

Part II - Terms and Conditions

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

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

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

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

4. Personnel

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

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

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

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

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

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

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

a. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous place, available to employees and applicants for employment, notices to be provided by the Municipality setting forth the provisions of this nondiscrimination clause.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7

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

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

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

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

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

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

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

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

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

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE DEPARTMENT OF PARKS AND RECREATION TO DISPOSE OF CERTAIN RECORDS

WHEREAS, the Department of Parks and Recreation has requested permission to dispose of certain records herein below identified pursuant to Section 57.25 of the Arts and Cultural Affairs Law of the State of New York.

NOW, THEREFORE, BE IT

RESOLVED, by the Town Board of the Town of Hempstead that the Department of Parks and Recreation, be and hereby is authorized to dispose of the following records for the year 2012: Time Cards, Time Sheets, Purchase Orders, Daily Revenue Summaries, Merrick Golf Sign In Sheets, Payroll Records, Bid Slips, Vendor Files, Program Registration Forms, Pool Permits, Utility Bills, Bank Deposit Slips/Memos, Budgets, Complaints, Special Events, Vandalism, Vendor Claims for Payment, Inactive Personnel Files and Concession Correspondence, pursuant to the Retention and Disposition Schedule No. MU-1, under part 185, Title of the Official Compilation of Codes, Rules and Regulations of the State of New York; and

BE IT FURTHER

RESOLVED, that the Department of Parks and Recreation, be and hereby is directed to dispose of the aforesaid records from the Department of Parks and Recreation in accordance with the minimum legal retention periods set forth in Records Retention and Disposition Schedule No. MU-1 for Town records.

The foregoing resolution was adopted upon role call as follows:

AYES:

NOES:

Item # 18

Case # 4724

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE TOWN COMPTROLLER TO DISPOSE OF CERTAIN RECORDS FROM THE PURCHASING DIVISION

WHEREAS, the Town Comptroller has requested permission to dispose of certain records here-in below identified, pursuant to Section 57.25 of the Arts and Cultural Affairs Law of the State of New York.

NOW, THEREFORE, BE IT

RESOLVED, by the Town Board of the Town of Hempstead, that the Town Comptroller hereby is authorized to dispose of certain records on Records Retention and Disposition Schedule MU-1, pursuant to Part 185, Title 8 of the Official Compilation of Codes, Rules and Regulations of the State of New York as follows:

- Purchase Orders and Closeouts – 2007 and prior
- Purchase Contracts – 2007 and prior
- Formal and informal Bids and Related Documents – 2007 and prior
- Purchase Contract Reference Material and Samples – 2007 and prior

And, BE IT FURTHER

RESOLVED, that the Town Comptroller hereby is authorized to dispose of certain records from the Purchasing Division in accordance with the minimal legal retention periods set forth in Records Retention and Disposition Schedule MU-1 for said records.

The foregoing was adopted upon roll call as follows:

AYES: ()

NOES: ()

* * * *

n# 20

Case # 4724

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE COMMISSIONER OF PUBLIC SAFETY TO DISPOSE OF CERTAIN RECORDS IN THE DEPARTMENT OF PUBLIC SAFETY.

WHEREAS, the Department of Public Safety has requested permission to dispose of certain records here-in-below identified pursuant to Section 57-A of the Arts and Cultural Affairs Law of the State of New York;

NOW, THEREFORE, BE IT

RESOLVED, by the Town Board of the Town of Hempstead that the Commissioner of Public Safety be and hereby is authorized to dispose of Correspondence, Incident Reports, Law Enforcement Reports, Alarm Records, Employee Time Records (Roll Calls), Employees' Time Cards, Sheets and Books, Building or Facility Security Records, Communications Log, Working Documents, Purchase Requisitions, Vehicle Readiness Checklist and Identification Card Records as per Retention and Disposition Schedule No. MU-1, pursuant to Part 185, Title of the Official Compilation of Codes, Rules and Regulations of the State of New York; and

BE IT FURTHER

RESOLVED, that the Commissioner of Public Safety be and hereby is authorized to dispose of the aforementioned records and files from the Department of Public Safety in accordance with the minimum legal retention periods set forth in New York State Records Retention and Disposition Schedule No. MU-1.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

21

Case #

4724

Case No.

Resolution No.

Adopted

offered the following resolution and moved its adoption as follows:

RESOLUTION ACCEPTING A LICENSE AGREEMENT WITH AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS (ASCAP) TO COMPLY WITH THE COPYRIGHT LAWS COVERING ALL DEPARTMENTS IN THE TOWN OF HEMPSTEAD FOR PLAYING MUSIC TO THE PUBLIC FOR A PERIOD OF 1 YEAR, FROM 1/1/19-12/31/19

WHEREAS, American Society of Composers, Authors and Publishers (ASCAP), PO Box 331608-7515, Nashville, TN 37203, has submitted a License Agreement to comply with the Federal Copyright Laws and an accompanying invoice in the amount of \$6,417.00 for the calendar year 2019; said License Agreement is on file in the Office of the Town Clerk in the Town of Hempstead; and

WHEREAS, the said License Agreement with ASCAP is found to be in the public interest and the rate of the aforesaid License Agreement for calendar year 2019 is deemed to be fair and responsible; and,

NOW, THEREFORE, BE IT

RESOLVED, that the proposed License Agreement with ASCAP covering all departments in the Town of Hempstead for calendar year 2019 be accepted; and BE IT FURTHER

RESOLVED, that the Supervisor be and is hereby authorized to accept said License Agreement from ASCAP in the amount of \$6,417.00 for the calendar year 2019 and that payment of \$6,417.00 for the calendar year 2019 to ASCAP be made from the General Fund Undistributed Account # 010-012-9000-4151, Fees and Services.

The foregoing resolution was adopted upon roll call as follows:

AYES :

NOES :

Item # 22

Case # 27265

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE COMMISSIONER OF WATER OF THE TOWN OF HEMPSTEAD WITH THE AUTHORITY TO SIGN DOCUMENTATION REQUIRED BY THE NEW YORK STATE DEPARTMENT OF HEALTH ENVIRONMENTAL FACILITIES CORPORATION IN CONJUNCTION WITH THE TOWN'S APPLICATIONS FOR GRANTS TO FUND WATER TREATMENT FACILITY IMPROVEMENTS

WHEREAS, the Town of Hempstead, acting through its Department of Water has and will apply for various funding grants issued through the New York State Department of Health's Environmental Facilities Corporation to fund Emerging Contaminants Planning and Treatment Systems; and

WHEREAS, as part of these grant applications the Town must arrange for and designate an "Authorized Representative" to sign the grant Applications and other certain related documents; and

WHEREAS, to facilitate an efficient Grant application process and in order to comply with the requirement to have an, "Authorized Representative" it is recommended that the Commissioner of the Department of Water be granted the authority to sign Grant applications and related documents relating to the New York State Department of Health's Environmental Facilities Corporation Grants to fund Emerging Contaminants Planning and Treatment Systems Grants;

NOW, THEREFORE, BE IT

RESOLVED, that the Commissioner of the Department of Water be and hereby is authorized to sign all Grant application documentation relating to the New York State Department of Health's Environmental Facilities Corporation Grants to fund Emerging Contaminants Planning and Treatment Systems without limitation; and

BE IT FURTHER RESOLVED, that any and all such New York State Department of Health's Environmental Facilities Corporation Grant documentation related to funding of Emerging Contaminants Planning and Treatment Systems signed prior to the date of this Resolution by the Commissioner of the Department of Water are each hereby duly ratified and affirmed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 23

Case # 26493

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION COMMITTING TO THE EXPENDITURE OF MATCHING FUNDS RELATED TO THE EAST MEADOW WATER DISTRICT'S GRANT APPLICATION FOR THE NEW YORK STATE DEPARTMENT OF HEALTH ENVIRONMENTAL FACILITIES CORPORATION EMERGING CONTAMINANT PROJECT PLANNING GRANT

WHEREAS, the Town of Hempstead, acting through its Department of Water has applied for a funding grant issued through the New York State Department of Health's Environmental Facilities Corporation to fund Emerging Contaminants Planning (Grant); and

WHEREAS, as part of the Grant application the Town of Hempstead Department of Water's East Meadow Water District must commit to providing a 20% funding match for the funds which may be received through the Grant; and

WHEREAS, the maximum amount to be funded through the Grant is \$30,000.00 (Thirty Thousand Dollars) requiring a match of up to \$6,000.00 (Six Thousand Dollars); and

WHEREAS, the office of the Town Comptroller has advised that the East Meadow Water District currently has available \$6,000.00 (Six Thousand Dollars) in available funding to meet this match, should the East Meadow Water District be successful in obtaining the Grant

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board of the Town of Hempstead on behalf of the Department of Water's East Meadow Water District hereby commits to fund a match of 20% of any funds obtained through the Grant up to a total match of \$6,000.00 (Six Thousand Dollars), said funds to be paid from East Meadow Water District's Capital Funds Account 8581-507-8581-5010

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

24

Case #

26493

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION COMMITTING TO THE EXPENDITURE OF MATCHING FUNDS RELATED TO THE EAST MEADOW WATER DISTRICT'S GRANT APPLICATION FOR THE NEW YORK STATE DEPARTMENT OF HEALTH'S ENVIRONMENTAL FACILITIES CORPORATION WATER INFRASTRUCTURE IMPROVEMENT ACT GRANT FOR EMERGING CONTAMINANTS IN DRINKING WATER

WHEREAS, the Town of Hempstead, acting through its Department of Water has applied for a funding grant issued through the New York State Department of Health's Environmental Facilities Corporation to fund Infrastructure improvements for the treatment of emerging contaminants in drinking water in the East Meadow Water District; and

WHEREAS, as part of the Grant application the Town of Hempstead Department of Water's East Meadow Water District must commit to providing a 40% funding match for the funds which may be received through the Grant; and

WHEREAS, the maximum amount to be funded through the Grant is \$3,000,000.00 (Three Million Dollars) requiring a match of up to \$2,000,000.00 (Two Million Dollars); and

WHEREAS, the office of the Town Comptroller has advised that the East Meadow Water District currently has available \$2,000,000.00 (Two Million Dollars) in available funding to meet this match, should the East Meadow Water District be successful in obtaining the Grant

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board of the Town of Hempstead on behalf of the Department of Water's East Meadow Water District hereby commits to fund a match of 40% of any funds obtained through the Grant up to a total match of \$2,000,000.00 (Two Million Dollars), said funds to be paid from East Meadow Water District's Capital Funds Account 8656-507-8656-5010 or other capital fund accounts as may be required or available.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

25

Case #

26493

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION COMMITTING TO THE EXPENDITURE OF MATCHING FUNDS RELATED TO THE UNIONDALE WATER DISTRICT'S GRANT APPLICATION FOR THE NEW YORK STATE DEPARTMENT OF HEALTH'S ENVIRONMENTAL FACILITIES CORPORATION WATER INFRASTRUCTURE IMPROVEMENT ACT GRANT FOR EMERGING CONTAMINANTS IN DRINKING WATER

WHEREAS, the Town of Hempstead, acting through its Department of Water has applied for a funding grant issued through the New York State Department of Health's Environmental Facilities Corporation to fund Infrastructure improvements for the treatment of emerging contaminants in drinking water in the Uniondale water District; and

WHEREAS, as part of the Grant application the Town of Hempstead Department of Water's Uniondale Water District must commit to providing a 40% funding match for the funds which may be received through the Grant; and

WHEREAS, the maximum amount to be funded through the Grant is \$3,000,000.00 (Three Million Dollars) requiring a match of up to \$2,000,000.00 (Two Million Dollars); and

WHEREAS, the office of the Town Comptroller has advised that the Uniondale Water District currently has available \$2,000,000.00 (Two Million Dollars) in available funding to meet this match, should the Uniondale Water District be successful in obtaining the Grant

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board of the Town of Hempstead on behalf of the Department of Water's Uniondale Water District hereby commits to fund a match of 40% of any funds obtained through the Grant up to a total match of \$2,000,000.00 (Two Million Dollars), said funds to be paid from Uniondale Water District's Capital Funds Account 8671-507-8671-5010 or other capital fund accounts as may be required or available.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

25

Case #

26493

CASE NO.

RESOLUTION NO.

Adopted:

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

RESOLUTION AUTHORIZING THE OFFICE OF THE TOWN ATTORNEY TO SETTLE THE CLAIM OF JANET AWERBUCH IN THE AMOUNT OF \$10,000.00.

WHEREAS, Janet Awerbuch, by her attorney, Law Office of Neil Moldovan, P.C., with office in Garden City, New York, made a claim against the Town of Hempstead for personal injuries Janet Awerbuch sustained when she fell in Town of Hempstead Parking Field WH-03 in West Hempstead on February 13, 2013; and

WHEREAS, an action was instituted in the Supreme Court of the State of New York in Nassau County against the Town of Hempstead by Janet Awerbuch to recover for personal injuries sustained by Janet Awerbuch as a result of said accident; and

WHEREAS, prior to a jury trial at a court conference, a proposal was made between Law Offices of Neil Moldovan, P.C., attorney for Janet Awerbuch and the Town of Hempstead trial counsel to settle the personal injury claim of Janet Awerbuch in the amount of \$10,000.00; and

WHEREAS, the attorney for Janet Awerbuch has forwarded a stipulation discontinuing action and executed general release to the Office of the Town Attorney; and

WHEREAS, the Town of Hempstead trial counsel, the Claims Service Bureau of New York Inc., the claims representatives for the Town of Hempstead and the Office of the Town Attorney recommend that this case be settled in the amount proposed as being in the best interest of the Town of Hempstead;

NOW, THEREFORE, BE IT

RESOLVED, that the Office of the Town Attorney is authorized to settle the personal injury claim of Janet Awerbuch in the amount of \$10,000.00 regarding an accident occurring on February 13, 2013, said amount to be paid out of the Parking Fields Fund Tort Liability Account.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

26

Case #

10889

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

**RESOLUTION APPROVING A
CONTRACT WITH INCORPORATED
VILLAGE OF ROCKVILLE CENTRE;
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, INCORPORATED VILLAGE OF ROCKVILLE CENTRE, having its principal office at 1 College Pl, Rockville Centre, 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 ROCKVILLE CENTRE, 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 ROCKVILLE CENTRE, the sum of FIVE THOUSAND SIXTY EIGHT and 00/100 (\$5,068.00) 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
INCORPORATED VILLAGE OF Rockville Centre

AGREEMENT made the 1st 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 ROCKVILLE CENTRE**, (hereinafter called "the Center") a municipal corporation having its principal office at 1 College Pl, Rockville Centre, NY 11570

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 the Center 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 **FIVE THOUSAND SIXTY EIGHT and 00/100 (\$5,068.00) 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 1 College Pl, Rockville Centre, NY 11570, 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

Which are used in the performance of this agreement.

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 FIVE THOUSAND SIXTY EIGHT and 00/100 (\$5,068.00) 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 31st 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 Rockville Centre

By: _____
Village Mayor

APPROVED AS TO CONTENT
DATE 11/3/19
Katrina R. Brill
COUNSEL TO COMMISSIONER
DEPT. OF PLANNING & ECONOMIC DEVELOPMENT

APPROVED AS TO AVAILABLE FUNDS
By *cap* DATE 11/8/19
James R. Conroy
TOWN COMPTROLLER
*funds available to the extent of year end appropriation recommendations

APPROVED
James R. Conroy 11/3/19
DIRECTOR OF PURCHASING

APPROVED AS TO FORM
Charles O. Home
SENIOR DEPUTY TOWN ATTORNEY
DATE 11/3/19

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 04 day of September 2018 before me personally came FRANCIS X. MURPHY to me known, who being by me duly sworn did depose and say that (s)he resides at _____; that (s)he is the MAYOR of INCORPORATED VILLAGE OF Rockville Centre, the municipal corporation described in and which executed the foregoing instrument; and that it was so affixed by order of the Board of Trustees of said municipal corporation and that he signed his name thereto by like order.

Lois Tinghitella

Notary Public

LOIS TINGHITELLA
Notary Public, State of New York
No. 01TI6185296
Qualified in Nassau County
Commission Expires April 14, 2020

CASE NO.

RESOLUTION NO.

Adopted:

offered the following

resolution and moved its adoption:

RESOLUTION AUTHORIZING THE COMMISSIONER OF GENERAL SERVICES TO ACCEPT THE BID AND AWARD THE CONTRACT FOR PREVENTIVE MAINTENANCE AND SERVICING OF TWO (2) BAUM CUTTERS MODEL 66 AND BAUM FOLDER MODELS 1315-2-P-2, 1315A-2-8PG-2, 1320E F-P-3-P, 1320F E-3-8-PG-2 AND 714, AND FOUR (4) BUNN TYING MACHINES, MODEL# BT16, MODEL# BT16, MODEL# 1691, MODEL# 1691 AND WRAPPING MACHINE, NEXGEN MODEL# 2000, INCLUDING ALL LABOR AND PARTS OF EQUIPMENT IN USE BY THE DEPARTMENT OF GENERAL SERVICES, REPRODUCTION SERVICES DIVISION, TOWN OF HEMPSTEAD, COUNTY OF NASSAU, NEW YORK

Whereas, the Director of Purchasing at a Public Bid Opening held on Wednesday, December 19, 2018 received two bid responses from the companies below to service the following machines:

1 - Baum Cutter Model 66	Serial # 71D1216
1 - Baum Cutter Model 66	Serial # 72D1108
1 - 2015 Baum Folder Model 1315-2-P-2	Serial # 185L60010
1 - 2015 Baum Folder Model 1315A-2-8PG-2	Serial # 186L00005
1 - 2020 Baum Folder Model 1320F-P-3-P	Serial # 130RG0040
1 - 2020 Baum Folder Model 1320E-3-8-PG-2	Serial # 131RG0033
1 - 714 Baum Folder	Serial # 88H238
1 - Bunn-Typing Machine, Model BT 16	Serial # 85571
1 - Bunn-Typing Machine, Model BT 16	Serial # 86360
1 - Bunn-Typing Machine, Model 1691	Serial # 904496
1 - Bunn-Typing Machine, Model 1691	Serial # 90756
1 - Wrapping Machine, Nexgen Model 2000	Serial # 100437

Jack L. Popkin & Co., Inc.
125-10 84th Rd.
Kew Gardens, NY 11415

Suburban Graphic Supply Corp.
699 Albany Avenue
Amityville, NY 11701

Labor Rate \$95.00 per hour
Parts offered @ 10% discount from
manufacturer's price list

\$105.00 per hour
@ 2.0% discount from
manufacturer's price list

WHEREAS, Jack L. Popkin & Co., Inc. has submitted the lowest bid and should be awarded Contract # 122A-2018 for Service, Labor and Parts for the above mentioned equipment.

WHEREAS, said agreement for Service, Labor and Parts for the above mentioned equipment commences upon award for three (3) years; and

WHEREAS, the Town Board after due deliberation, believes that the bid for Service, Labor and Parts of Materials for above mentioned equipment is reasonable and would be in the best interest of the public;

Item # 28

Case # 17437

NOW, THEREFORE, BE IT

RESOLVED, that the Commissioner of General Services be and is hereby authorized to accept the bid and award the contract for Service, Labor and Parts for the above mentioned equipment in use by the Department of General Services, Reproduction Services Division, submitted by Jack L. Popkin & Co., Inc., *Mailing Address* - 125-10 84th Rd., Kew Gardens NY 11415; *Billing Address* - 125-10 84th Rd., Kew Gardens NY 11415, payable at an hour rate of \$95.00 per hour, said payments 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:

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING PAYMENT TO CANON SOLUTIONS AMERICA, INC FOR MAINTENANCE OF TDS 320 WIDE FORMAT PRINTER WITH SCANNER SYSTEM IN THE ENGINEERING DEPARTMENT, TOWN OF HEMPSTEAD

WHEREAS Canon Solutions America, Inc., 12379 Collections Center Drive, Chicago IL, 60693 has submitted Invoice Numbers 989115204 and 9889118852 for the maintenance of the Engineering Department TDS 320 wide format printer, serial number 332009602 and TDS311NA scanner, serial number 331507930 for the period December 1, 2018 to November 30, 2019 at a total annual cost of \$4,481.16 and the Commissioner of Engineering recommends the acceptance of said proposal;

NOW, THEREFORE, BE IT

RESOLVED, that the Comptroller is authorized and directed to pay the above sum of money to Canon Solutions America, Inc for the maintenance of the Engineering Department TDS 320 wide format printer, serial number 332009602 and TDS311NA scanner, serial number 331507930 for the period December 1, 2018 to November 30, 2019 at a total annual cost of \$4,481.16 from Engineering Department Account #010-001-1440-4030, Maintenance of Equipment.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

29

Page #

6317

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 PEAPOND ROAD AND PACIFIC STREET, BELLMORE AND GOLD STREET WANTAGH, TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK PW# 31-18.

WHEREAS, the Commissioner of General Services (the "Commissioner") solicited bids for the Road Improvement of Peapond Road and Pacific Street, Bellmore and Gold Street, Wantagh, Town of Hempstead, Nassau County, New York; PW# 31-18 (the "Project"); and

WHEREAS, the bids submitted pursuant to such solicitation were opened and read in the office of the Commissioner on December 6, 2018; and

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

Richard W. Grim, Inc.	\$1,567,465.00
Valente Contracting	\$1,582,918.00
Laser Industries	\$1,605,605.00

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 \$1,567,465.00, 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 \$1,567,465.00

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 \$1,567,465.00; 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 \$1,567,465.00 with payments to be made from the Town Highway Capital Improvement Funds, Account No.: 9554-503-9554-5010.

The foregoing resolution was adopted upon roll call as follows:

AYES:
NOES:

Item # 30
Case # 28692

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE AWARD OF A BID TO VALENTE CONTRACTING CORPORATION, FOR IMPROVEMENT OF THE NOSTRAND AVENUE AREA IN UNIONDALE AND THE CUMBERLAND AVENUE AREA IN ROOSEVELT, TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK PW# 32-18.

WHEREAS, the Commissioner of General Services (the "Commissioner") solicited bids for the Improvement of the Nostrand Avenue Area in Uniondale and the Cumberland Avenue Area in Roosevelt, Town of Hempstead, Nassau County, New York; PW# 31-18 (the "Project"); and

WHEREAS, the bids submitted pursuant to such solicitation were opened and read in the office of the Commissioner on December 6, 2018; and

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

Pratt Brothers	\$920,052.50
Valente Contracting Corp.	\$929,440.00
Roadwork Ahead	\$1,044,450.00

WHEREAS, the Commissioner of the Engineering Department reported that lowest bid was received from Pratt Brothers in the amount of \$920,052.50, however they failed to bid the required minimum on one item, therefore disqualifying the bid. The Commissioner of the Engineering Department reported the second lowest bid was received from Valente Contracting Corp., 77 Jackson Avenue, Mineloa, New York 11501 in the sum of \$929,440.00, 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 Valente Contracting Corp., as the lowest responsible bidder at its bid price of \$929,440.00

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board hereby awards a contract for the Project to Valente Contracting Corp., 77 Jackson Avenue, Mineloa, New York 11501, as the lowest responsible bidder at its bid price of \$929,440.00; and be it further

RESOLVED, that upon execution of the contract by Valente Contracting Corp., 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 Valente Contracting Corp., and authorizes and directs the Comptroller to pay the cost of the Project in accordance with the contract in the amount of \$929,440.00 with payments to be made from the Town Highway Capital Improvement Funds, Account No.:9554-503-9554-5010.

The foregoing resolution was adopted upon roll call as follows:

AYES:
NOES:

Item # 31

Page # 28692

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution

And moved its adoption:

RESOLUTION RATIFYING THE TERMINATION OF THE MAINTENANCE AGREEMENT WITH SCENTAIR HOLDINGS, INC D/B/A SCENT AIR TECHNOLOGIES, LLC FOR USE OF THE SCENT WAVE PLUS FRAGRANCE UNIT AT THE TOWN OF HEMPSTEAD ANIMAL SHELTER AND AUTHORIZING PAYMENT FOR FEES DUE AND OWING.

WHEREAS, pursuant to Resolution No. 216-2018, the Town Board ratified an agreement with ScentAir Holdings, Inc. D/B/A ScentAir Technologies, LLC (“Scent Air Technologies”) for use of a Scent Wave Plus Fragrance Mounted Unit installed at the Town’s Animal Shelter (the “Agreement”); and

WHEREAS, the Department of General Services (the “Department”) has terminated the Agreement with Scent Air Technologies effective January 31, 2019; and

WHEREAS, monies in the amount of \$327.00 are due and owing under the Agreement; and

WHEREAS, the Commissioner of the Department has recommended that this Board ratify the termination of the Agreement with Scent Air Technologies, effective January 31, 2019, and further recommends that the Town pay the amount of \$327.00 for the balance of monies due and owing under the Agreement; and

WHEREAS, this Board wishes to ratify the termination of the Agreement with Scent Air Technologies and authorize the payment in the amount of \$327.00.

NOW, THEREFORE, BE IT

RESOLVED, that this Board hereby ratifies the termination of the maintenance Agreement for the Scent Wave Plus Fragrance Unit between the Town and Scent Air Technologies, effective January 31, 2019; and be it further

RESOLVED, that this Board authorizes payment to Scent Air Technologies in the amount of \$327.00 for the balance of monies due and owing under the Agreement; and be it further

RESOLVED, that the Comptroller be and hereby is authorized to make payment to Scent Air Technologies in the amount of \$327.00 from the Department of General Services Building and Maintenance Account Number 010-001-1490-4090.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 32

Case # 14459

CASE NO. 693

RESOLUTION NO.

RESOLUTION RE: ACCEPTING QUINN SPOHRER & CASEY
SCIANDRA ACTIVE MEMBERS IN THE FRIENDSHIP AND
HOSE COMPANY INC., MERRICK, NEW YORK.

ADOPTED:

Offered the following resolution and moved its
adoption: FRIENDSHIP ENGINE AND HOSE COMPANY INC.

RESOLVED, that the action, Merrick, New York in
accepting, QUINN SPOHRER residing, at 1650 Bridge St.
Merrick, New York 11566 & CASEY SCIANDRA residing at [REDACTED]
[REDACTED] Merrick, New York 11566 into the company
rolls as members, be and the same hereby is ratified and
approved.

The foregoing resolution was adopted upon roll call as
follows:

AYES:

NOES:

Item #

33

Case #

693

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and
moved its adoption:

RESOLUTION EXTENDING TEMPORARY PERIOD FOR
WAIVER OF ALL BUILDING DEPARTMENT AND
BOARD OF APPEALS FEES IN CONNECTION WITH
APPLICATIONS TO REPAIR OR REPLACE
DWELLINGS DAMAGED OR DESTROYED BY THE
EFFECTS OF HURRICANE SANDY, AND EXPANDING
UPON RELIEF AFFORDED TO HURRICANE SANDY
VICTIMS

WHEREAS, on November 27, 2012, the Town Board adopted resolution no. 1342-2012, directing the Building Department and Board of Appeals to waive all application and permit fees, and all associated fees, in relation to applications for repair or replacement of dwellings that were damaged or destroyed by the effects of Hurricane Sandy, except that this waiver applies only if the initial building permit application is filed on or before March 1, 2013; and

WHEREAS, by Resolution numbers 152-2013, 559-2013, 995-2013, 1454-2013, 304-2014, 862-3014, 1252-2014, 1675-2014 330-2015, 808-2015, 1212-2015, 49-2016, 975-2016 1831-2016, 948-2017, 11-208, 41-2018, and 1349-2018 the Town Board extended this waiver to cover all initial building permits filed on or before December 31, 2018; and

WHEREAS, it is in the public interest for the Town Board to extend the period of the waiver, and take further steps affording relief to residents experiencing displacement and related hardship due to Hurricane Sandy;

NOW, THEREFORE, BE IT

RESOLVED, that effective immediately upon the adoption of this resolution, Town Board resolution no. 1342-2012 is amended insofar as to extend the filing deadline for fee waivers as set forth therein from December 31, 2018 to and including June 30, 2019; and be it further

RESOLVED, that notwithstanding the provisions of any applicable law to the contrary, residents of single and two-family dwellings being repaired or replaced due to the effects of Hurricane Sandy shall be entitled to utilize and store on the same plot or on a contiguous parcel, a storage pod or pods, and/or a private trailer or house car, and there shall be no fee for such use or storage, except that this dispensation shall expire on June 30, 2019.

The foregoing resolution was seconded by
and adopted upon roll call as follows:

AYES:

NOES:

Item # 35

Case # 25252

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution
and moved its adoption:

RESOLUTION EXTENDING TEMPORARY WAIVER
OF TOWN CLERK FEES FOR PASSPORTS AND
COPIES OF BIRTH CERTIFICATES, DEATH
CERTIFICATES AND MARRIAGE LICENSES FOR
PERSONS WHOSE RESIDENCES WERE DAMAGED
BY THE EFFECTS OF HURRICANE SANDY

WHEREAS, Hurricane Sandy, which impacted the Town of Hempstead on October 29, 2012, created many hardships for Town residents whose dwellings were damaged by it, including destruction of birth certificates, death certificates, marriage licenses and passports; and

WHEREAS, by resolution no. 1320-2012 adopted November 27, 2012, the Town Board temporarily waived all fees for Town residents who are seeking services in relation to replacement of birth certificates, death certificates, marriage licenses and/or passports which were lost or damaged by the effects of Hurricane Sandy; and

WHEREAS, by resolution numbers 1390-2012, 290-2013, 560-2013, 995-2013, 1454-2013, 303-2014, 861-2014, 1241-2014, 1676-201, 329-2015, 810-2015, 1214-2015, 48-2016, 977-2016, 1833-2016, 949-2017, 12-2018, 417-2018, and 1350-2018 the Town Board extended this waiver for replacement of birth certificates, death certificates, marriage licenses and/or passports which were lost or damaged by the effects of Hurricane Sandy through June 30, 2018; and

WHEREAS, it is in the public interest for the Town to extend the waiver period, for the benefit of affected Town residents; and

NOW, THEREFORE, BE IT

RESOLVED, that the fee waiver period set forth in resolution no. 1320-2012 is extended to June 30, 2019; and be it further

RESOLVED, that this resolution shall take effect immediately.

The foregoing resolution was seconded by
and adopted upon roll call as follows:

AYES:

NOES:

Item #

36

Case #

25252

CASE NO.

RESOLUTION NO.

Adopted:

Council(wo)man
moved its adoption:

offered the following resolution and

RESOLUTION AUTHORIZING PAYMENT TO POWERSAIL
CHARTERS, INC. D/B/A POWERSAIL APPRAISALS IN
CONNECTION WITH THE SALE OF PROPERTY BY THE
TOWN OF HEMPSTEAD TO THE CITY OF LONG BEACH, NY

WHEREAS, the Town of Hempstead owns a certain vacant parcel of property 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; and

WHEREAS, the Town of Hempstead hamlets of Point Lookout, Lido Beach, and Atlantic Beach along with the City of Long Beach (City) suffered significant flooding and damage due to Super Storm Sandy; and

WHEREAS, the City has developed a comprehensive shoreline protection plan to protect against future storm-related flooding and attendant damages in those areas; and

WHEREAS, the City has requested the Town of Hempstead sell said parcel to the City as it is an integral part of the protection plan; and

WHEREAS, the City has made an offer in the amount of \$50,000.00 to purchase said property; and

WHEREAS, it is in the best interest of the Town to hire a qualified real estate appraiser to ascertain a second-opinion estimate of fair-market value of said parcel; and

WHEREAS, Powersail Appraisals is a firm licensed and qualified to perform said appraisal for the Town; and

WHEREAS, Powersail Appraisal has performed such appraisal resulting in an agreement, subject to a permissive referendum, for the sale and purchase of said property between the Town and City in the amount of \$55,250.00;

NOW, THEREFORE, BE IT

RESOLVED, that Powersail Appraisals has performed said appraisal and has submitted an invoice in the amount of \$1,975.00 for these services; and

BE IT FURTHER

RESOLVED, that payment for said professional services shall be made out of account number 010-001-9000-4151.

The foregoing resolution was seconded by
call as follows:

and adopted upon roll

AYES:

NOES:

Item # 37
Case # 28807
30026

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption as follows:

RESOLUTION ACCEPTING SPONSORSHIPS FROM VARIOUS VENDORS FOR THE TOWN OF HEMPSTEAD 2019 COMPLIMENTARY CALENDAR

WHEREAS, the Town of Hempstead Office of Communications and Public Affairs prepares an annual complimentary calendar containing information with respect to various town programs and schedules; and

WHEREAS, in order to defray the costs associated with the production of the complimentary calendar, the Town seeks sponsorships; and

WHEREAS, the following vendors have offered to sponsor the 2019 calendar as indicated below (the "Sponsorships"):

Name	Description	Sponsorship Amount
A&C Pest Management 392 East Meadow Ave East Meadow, NY 11554	6, ¼-wide ads, Feb, Mar, Apr, May, Jun, Jul	\$2,400
Cilento Pipeline 245 Merrick Road Oceanside, NY 11572	6, ¼-wide ads	\$2,000
Covanta Energy 600 Merchants Concourse Garden City, NY 11530	6, ¼-wide ads, Jan, Mar, May, Jul, Sep, Nov + Earth Day April 22 calendar box	\$2,400
Electrical Inspectors 300 East Meadow Ave East Meadow, NY 11554	6, ¼-wide ads, Jan, Mar, May, Jul, Sep, Nov	\$2,000
Freeport Self Storage 73 East Merrick Road Freeport, NY 11520	12, calendar boxes, 1 each month	\$2,500
Hofstra University Office of University Relations 101 Hofstra Hall, Rm 202 Hempstead, NY 11549	6, calendar boxes, Jan 8, Feb 3, Apr 2, 3, 15 & May 5	\$1,700
Molloy College 1000 Hempstead Ave Rockville Centre NY 11570	3, calendar boxes	\$750
R.M.B. Drafting 308 East Meadow Ave East Meadow, NY 11554	6, ¼-wide ads, Feb, Apr, Jun, Aug, Oct, Dec	\$2,000
South Nassau Communities Hospital One Healthy Way Oceanside, NY 11572	2, ½-wide ads Feb & Oct	\$1,600
Tow Boat USA & Tow Boat Photo (Reynolds Towing & Marine Service) 121 Maple Avenue Bay Shore, NY 11706	3, ¼-size ads, May, Jul, Sep	\$1,250
Total		\$18,600

and;

Item # 38

Case # 6473

WHEREAS, the Town Board has determined that it is in the best interest of the Town of Hempstead to accept the Sponsorships;

NOW, THEREFORE, BE IT

RESOLVED, that the Town of Hempstead be and hereby is authorized to accept the above described sponsorships in the amounts indicated totaling \$18,600, with such amount to be deposited in the Other General Government Support Income Account No. 010-012-9000-1289.

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 A DECREASE IN EXPENSE IN SANITATION DEPARTMENT OPERATING FUND AND ESTABLISHING A MOTOR VEHICLES EXPENSE ACCOUNT IN SANITATION OPERATING FUND IN THE 2019 BUDGET

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

<u>300-006-8110 SANITATION OPERATING FUND:</u>		
DECREASE: 4550	Machinery Repairs	\$60,500.00
ESTABLISH: 2500	Motor Vehicles	\$60,500.00

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 39
Case # 4822

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved
its adoption:

RESOLUTION AUTHORIZING A JOINT FUNDING AGREEMENT WITH
THE UNITED STATES DEPARTMENT OF THE INTERIOR, U.S.
GEOLOGICAL SURVEY, FOR THE SERVICE AND MAINTENANCE OF A
TIDAL STAGE GAGE, WATER QUALITY MONITORING AND WEATHER
STATION.

WHEREAS, the United States Department of the Interior, U.S. Geological Survey, 425 Jordan Road, Troy, NY 12180 (hereinafter, "U.S. Geological Survey"), has submitted a joint funding agreement (the "Agreement") to service and maintain the tidal stage gage, water quality monitoring and weather station (the "Equipment") of the Town of Hempstead (the "Town") Department of Conservation and Waterways, Point Lookout, New York, for a two year term commencing on October 1, 2018 and ending on September 30, 2020; and

WHEREAS, the Agreement is part of an ongoing project titled "New York Water Science Center Water Resources Investigations," whereby information and data obtained through the service and maintenance of the Equipment may be used by both parties to benefit the public; and

WHEREAS, the Town's contribution pursuant to the Agreement is in the sum of \$40,830.00; and

WHEREAS, U.S. Geological Survey is the sole source vendor able to provide this service and is duly qualified; and

WHEREAS, the Commissioner of the Department of Conservation and Waterways (the "Commissioner") has advised the Town Board that the aforesaid services are necessary and recommends to the Town Board acceptance of the aforesaid offer; and

NOW, THEREFORE, BE IT

RESOLVED, that the Agreement is authorized for the period October 1, 2018 to September 30, 2020, in the sum of \$40,830.00, upon the terms and conditions therein contained; and be it further

RESOLVED, that the Commissioner is hereby authorized to accept and execute the Agreement on behalf of the Town, and that the Comptroller is authorized and directed to make payments in an amount not to exceed \$40,830.00 from Department of Conservation and Waterways account code 010-006-8730-4710.

AYES:

NOES:

Item # 40

Case # 21888

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer#: 600001616
Agreement#: 19ENNY24570017
Project #: GC19LK000055022
TIN #: [REDACTED]

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of the October 1, 2018, by the U.S. GEOLOGICAL SURVEY, New York Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Town of Hempstead party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation Water Resource Investigations (per attachment), herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$12,890 by the party of the first part during the period October 1, 2018 to September 30, 2020
- (b) \$40,830 by the party of the second part during the period October 1, 2018 to September 30, 2020
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0

Description of the USGS regional/national program:

- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www2.usgs.gov/fsp/>).

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000001616
Agreement #: 19ENNY24570017
Project #: GC19LK000055022
TIN #: [REDACTED]

9. Billing for this agreement will be rendered quarterly. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: Gerard Butch
Supv Hydrologist
Address: District Office - Troy 425 Jordan Road
Troy, NY 12180
Telephone: (518) 285-5673
Fax: (518) 285-5601
Email: gkbutch@usgs.gov

Customer Technical Point of Contact

Name: Thomas Doheny
Commissioner
Address: P.O. Box 180
Point Lookout, NY 11569
Telephone: (516) 897-4118
Fax:
Email:

USGS Billing Point of Contact

Name: Tracy Bristol
Administrative Officer
Address: District Office - Troy 425 Jordan Road
Troy, NY 12180
Telephone: (518) 285-5626
Fax: (518) 285-5601
Email: tbristol@usgs.gov

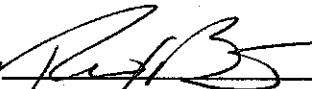
Customer Billing Point of Contact

Name: Thomas Doheny
Commissioner
Address: P.O. Box 180
Point Lookout, NY 11569
Telephone: (516) 897-4118
Fax:
Email:

U.S. Geological Survey
United States
Department of Interior

Town of Hempstead

Signature

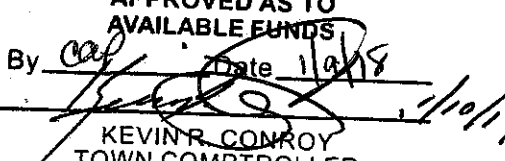
By  Date: 10/24/2018
Name: Robert Breault
Title: Director

Signatures

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

APPROVED AS TO
AVAILABLE FUNDS
By  Date: 11/10/18
KEVIN R. CONROY
TOWN COMPTROLLER

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution

And moved its adoption:

RESOLUTION AUTHORIZING THE AWARD OF A BID TO AARCO ENVIRONMENTAL SERVICES, CORP. FOR ON CALL CONTRACT FOR TRANSPORT AND DISPOSAL OF CONTAMINATED SOIL THROUGHOUT THE TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK PW #6-18.

WHEREAS, the Commissioner of the Department of General Services (the "Commissioner") publicly advertised for bids, for On Call Contractor for Transport and Disposal of Contaminated Soil throughout the Town of Hempstead, Nassau County, New York PW #6-18 (the "Project"); and

WHEREAS, the following bids were received and opened in the Commissioner's office on June 6, 2018:

AARCO Environmental Services, Corp.
50 Gear Avenue
Lindenhurst, New York 11757 \$177,540.00/three years

AB Oil Service, Ltd.
1599 Ocean Avenue
Bohemia, New York 11716 \$232,603.29/corrected three year total lump sum. The amount in the bid was miscalculated by \$0.71.

and;

WHEREAS, after review of the bids, the Commissioner has recommended that the contract for the project be awarded to AARCO Environmental Services, Corp., 50 Gear Avenue, Lindenhurst, New York 11757 (the "Contractor") as the lowest responsible bidder at its bid price of \$177,540.00 for a one year period with the Town having the option to renew for two additional one year periods; and

WHEREAS, consistent with the Commissioner's recommendation, the Town Board desires to authorize the award of a contract to the Contractor for the Project.

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board hereby awards a contract to the Contractor for the Project, as the lowest responsible bidder, at its bid price of \$177,540.00 for a one year period with the Town having the option to renew for two additional one year periods; and be it further

Item #

211

Case #

14759

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

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

RESOLVED, that the Comptroller is authorized and directed to pay the cost of the Project in accordance with the contract in the amount of \$177,540.00 for a one year period with the Town having the option to renew for two additional one year periods with payments to be made from appropriate Capital Fund Accounts.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Adopted:

offered the following resolution

and moved its adoption:

RESOLUTION AUTHORIZING THE COMMISSIONER OF GENERAL SERVICES TO ACCEPT THE PROPOSAL FOR THE PURCHASE OF THE SEND SUITE TRACKING SYSTEM WITH HARDWARE AND SOFTWARE AND PREVENTATIVE MAINTENANCE AND SERVICE INCLUDED FOR THE FIRST YEAR, BY PITNEY BOWES INC., IN USE BY THE DEPARTMENT OF GENERAL SERVICES, REPRODUCTION SERVICES DIVISION/MAILROOM, TOWN OF HEMPSTEAD, COUNTY OF NASSAU, NEW YORK.

WHEREAS, Pitney Bowes Inc. submitted a proposal for the Purchase of the Send Suite Tracking System with Hardware and Software and Preventative Maintenance and Service included for the first year in use by the Department of General Services, Reproduction Services Division/Mailroom. The items covered under this contract are as follows.

<u>Qty</u>	<u>Item</u>	<u>Business Solution Description</u>	<u>Sales Type</u>	<u>Price</u>
1	SST	Schedule Tracking	Purchase	\$ 0.00
1	SMA_TIER1	SMA TIER1- SOFTWARE SERVICE AGREEMENT Included FREE for the first year.	SMA	\$ 0.00
1	STDSLA	Standard SLA-Equipment Agreement (For Send Suite Tracking) Included FREE For the first year.	SLA	\$ 0.00
1	T2X3	Upgrade Arrival Software Single Site	Purchase	\$ 3,876.60
1	T51E	Single Bay Ethernet Cradle (T747)	Purchase	\$ 630.00
1	T5T0	Non-Contract Programmable Wedge	Purchase	\$ 1,675.80
1	T5Y5	IMPLEMENTAION PROJECT LEVEL 2 (1/2 DAY)	Purchase	\$ 800.52
1	T5Y6	IMPLEMENTAION PROJECT LEVEL 2 (1 DAY)	Purchase	\$ 1,601.04
1	T5YB	Project Management	Purchase	\$ 800.52
2	T747	Android Enhanced Tracking Assistant	Purchase	\$ 4,620.00
1	VPPH	SST Basic Op Train - 4 Hrs. (2 Operators)	Purchase	<u>\$ 800.52</u>
<u>Total Purchase</u>				\$ 14,805.00

WHEREAS, said proposal for the Purchasing of Send Suite Tracking System with Hardware and Software, with Preventative Maintenance and Service included, will be in effect commencing upon award of the contract.

WHEREAS, this Town Board, after due deliberation deems that the Purchase of the Send Suite Tracking System with Hardware and Software with Preventative Maintenance and Service included for the first year, proposal submitted by Pitney Bowes Inc., is reasonable and in the best interest of the public;

NOW THEREFORE, BE IT

RESOLVED, that the Commissioner of General Services be and is hereby authorized to accept the proposal for Preventative Maintenance and Service of Sent Suite Tracking System with Maintenance and Service included upon award for the first year in use by the Department of General Services, Reproduction Division/Mailroom as submitted by Pitney Bowes Inc., Mailing Address - John Goetz/Pitney Bowes Inc., 53 Hammond Lane, Centereach NY 11720 Billing Address - Pitney Bowes Inc., P.O. Box 371896, Pittsburgh, PA 15250-7896; at a purchase price of \$14,805.00 (Fourteen Thousand Eight Hundred Five Dollars and 00 cents) to be charged against Department of General Services Account No. 7958-501-7958-5010 Purchase of Light Equipment.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 42
 Case # 11776

CASE NO.:

RESOLUTION:

Adopted:

Council
moved its adoption:

offered the following resolution and

RESOLUTION AUTHORIZING THE ASSIGNMENT OF A BAY HOUSE LEASE FOR THE PREMISES LOCATED AT THE EAST SIDE OF SOUTH BLACK BANKS HASSOCK AND HOG ISLAND CHANNEL (BAY HOUSE No. 969) IN ACCORDANCE WITH SECTION 4F OF CHAPTER 164 OF THE CODE OF THE TOWN OF HEMPSTEAD.

WHEREAS, Section 4F of Chapter 164 of the Code of the Town of Hempstead (the "Code") pertaining to Public Wetlands Preservation enabled the Town of Hempstead (the "Town") to establish rules and regulation for Wetlands Management; and

WHEREAS, it has been demonstrated that the remaining bay houses may have significant historical and cultural value reflecting the Town's maritime history; and

WHEREAS, Section 4F of Chapter 164 of the Code permits the assignment of bay house leases to family members or qualified caretakers; and

WHEREAS, pursuant to Section 4F of Chapter 164 of the Code, Richard Knoop has actively provided for the care and maintenance of Bay House No. 969 for more than three (3) years and has been deemed to be a "qualified caretaker" by the Commissioner of the Department of Conservation and Waterways (the "Commissioner"); and

WHEREAS, appropriate documentation has been submitted to the Commissioner to assign Lease No. 969 to Richard Knoop for the remainder of the twenty year term of the current lease terminating on December 31, 2034 (the "Assignment"); and

WHEREAS, the Commissioner recommends the Assignment as acceptable and in the best interest of the Town; and

WHEREAS, this Board finds it to be in the best interest of the Town to authorize the Assignment.

NOW, THEREFORE, BE IT

RESOLVED, that the Assignment is hereby authorized; and be it further

RESOLVED, that the Commissioner is authorized to execute the lease with caretaker Richard Knoop for Bay House Lease No. 969; and be it further

RESOLVED, that the Comptroller is authorized and directed to accept payment of the annual rent amount as set forth in the lease.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

43

Case #

235

THIS AGREEMENT, between

TOWN OF HEMPSTEAD, a municipal corporation, with its principal offices at Hempstead Town Hall, Town Hall Plaza, Main Street, Hempstead, County of Nassau, New York, as Landlord,

And Richard Knoop
Residing at 1060 Traymore Boulevard
Island Park, New York 11558 as Tenant

WITNESSETH

The landlord hereby leases to the Tenant the following premises:

East side of South Black Banks Hassock and Hog Island Channel

for the remainder of the term of twenty (20) years commencing from the 1st day of January, 2015 and to end on the 31st day of December 2034, to be used and occupied only for maintaining a bay house, upon the terms and conditions, covenants and reservations, and in accordance with the Town Code 164-4F and 168, as follows:

Definition of Terms - within the context of this lease the following terms shall have the following meanings:

Default: A failure to comply with a covenant(s) of this lease, which can be justified and therefore excused.

Breach: A deliberate or serious failure to comply with a covenant of this lease and for which there is no justification or excuse;

Covenant: The conditions set forth and agreed to in this lease.

SECTION 1 - BREACH

Covenants of this lease for which any violation thereof will constitute a breach - as defined above - and the consequences and procedures, if not otherwise defined in this section, are included herein:

A. That the Tenant shall pay the annual rent according to the following schedule:

1 - 5 years	\$810.00
6 - 10 years	\$860.00
11 - 15 years	\$910.00
16 - 20 years	\$960.00

to be paid each year within thirty (30) days of notification that the rent is due to the Commissioner of the Department of Conservation and Waterways of the Town of Hempstead.

B. That the Tenant shall not assign this agreement or sublease the premise or any part thereof; or accept compensation or a gratuity for the use of; or occupy or permit or suffer the same to be occupied for any purpose other than that expressly granted, under the penalty of damages and forfeiture, and in the event of a breach thereof, the term thereof shall immediately cease and terminate as if it were the expiration of the original term.

C. That all toilet waste disposal facilities which cannot be connected to a public sewer, shall empty into a watertight container and the contents disposed of in a manner acceptable to the Commissioner of the Department of Conservation and Waterways of the Town of Hempstead.

D. The Landlord hereby reserves to the inhabitants of the Town of Hempstead the right to gun and fish in the creeks, and waters adjoining the above-described lands, together with the rights and privileges to said inhabitants to land with their boats and cross and recross over said lands, except where such property is occupied by improvements including walkways and docks and/or enclosed by the Tenant.

E. It is further understood and agreed that this lease is made upon the express condition that should the Landlord grant, convey, or releases to the Government of the United States, or the County of Nassau, or the State of New York, or itself, all or any portion of the within leased premises, that the rent shall be paid up to the time of such conveyance and release; then and from thenceforth, this lease shall terminate and come to an end, and the Tenant shall be entitled to receive a proportionate deduction for all rent paid beyond the time of such conveyance and release. It being understood that the Landlord must notify the Tenant of such intent, and no right of action for damages or otherwise shall accrue to the Tenant by reason of the termination of the lease as herein provided.

F. It is understood and agreed between the parties hereto that the Tenant will pay all taxes and assessments levied, or which may be hereafter levied, against the leased premises or any part thereof, within thirty (30) days after notification of the same become due and payable.

G. In the case of damage to a well-maintained bay house by natural or other unavoidable causes, and in absence of fraud, the premises can be rebuilt by the lessee under the following conditions:

(1) a notice of intent must be filed with the Commissioner within fifteen (15) days of the occurrence;

(2) the lessee must file for the necessary permits within sixty (60) days of the occurrence;

(3) once the permits are secured, the lessee has one year to rebuild a weather-tight exterior structure in kind, and in a manner acceptable to the Commissioner, as close to the original as practicable;

(4) if construction will not be completed as per (2), any request for an extension must be received by the Commissioner at least sixty (60) days before the one-year deadline. No extension will be granted without documented proof of a reasonable effort to complete, for example, at least one half structural completion, extreme hardship, etc.

(5) notwithstanding any foregoing conditions set forth in this paragraph, completion of the final plan must be completed within three (3) years of securing the permits. Thereafter, the project shall be considered abandoned and paragraph 1H will prevail.

H. CONSEQUENCES AND PROCEDURES

(1) that if the said building or structures erected thereon shall be deserted or become vacant during said term; or if any BREACH as specified herein be made in the performance of any of the terms, covenants or conditions herein contained, the Landlord's authorized agent or representative may reenter the said premises by force, summary proceedings, or otherwise, and remove all persons therefrom without being liable to prosecution thereof, and the Tenant hereby expressly waives the service(s) of any notice in writing of intention to reenter, and this lease shall be terminated and the term hereof shall expire, providing five (5) days' notice in writing of the Landlord's said intention is given by certified mail to the Tenant, addressed to the Tenant's address hereinabove set forth; and

(2) then it shall be lawful for the Landlord's authorized agent or representative to enter onto the said premises, and the same to have again, repossess and enjoy; and

(3) the Tenant herein warrants, covenants and represents that upon expiration or termination of this lease or any renewal thereof, to remove at his own cost and expense the buildings and improvements and other property from the leased premises. The Tenant herein further warrants, covenants and represents that if said buildings and improvements and other property are not removed within thirty (30) days after the service of a notice, personally or by mail, upon said Tenant, requesting the removal thereof, the Commissioner of the Department of Conservation and Waterways of the Town of Hempstead may remove said buildings, improvements, and other property from the leased premises and the cost of such removal shall be charged against said Tenant; or the Town may use the property for its own purpose and the former lessee will have no claim against the Town for the unexpired portion of the lease or the value of the building, structures, or improvements.

SECTION II - DEFAULT

Covenants of this lease for which any violation thereof will constitute a default - as defined above - and the consequences and procedures, if not otherwise defined in this section, are included herein:

A. That the Tenant shall not make any addition or alteration to the buildings or structures presently situate on said premises without approval of the Commissioner of the Department of Conservation and Waterways of the Town of Hempstead.

B. That all buildings or structures and utilities situate on said leased premises shall be maintained in a condition acceptable to the Commissioner and subject to periodic inspections; all exterior structures shall be of natural and paintable material and, if painted, the colors shall be barn red, dark green or white, or other approved color only, and as often as required by the Landlord, and in a manner acceptable to the Commissioner of the Department of Conservation and Waterways of the Town of Hempstead.

C. That the Tenant shall not collect and obstruct or encumber the premises by wood or rubbish of any sort on the uplands, nor obstruct or encumber or dispose of the same on the lands lying under water adjacent to the leased premises, and, further, that all rubbish, garbage and combustible waste shall be disposed of in a manner approved by the Commissioner of Conservation and Waterways of the Town of Hempstead.

D. That the Tenant shall prominently display on the house the lease number in contrasting colors at least four inches high and four inches wide, and in such an orientation which facilitates identification from the nearest navigable channel or waterway.

E. And it is mutually understood and agreed that this lease is made subject to the right of the Landlord to carry on its own operations for waterways and public land improvements, and shall be saved and held harmless from any damage or injury which may result therefrom effecting the said premises or to the lessee herein, except where such damage or injury is caused by the conduct of the Landlord's authorized agents or representatives.

F. The said Tenant agrees that the said Landlord and the Landlord's authorized agents or representatives shall have the right to enter onto and upon said premises, or any part thereof, at all reasonable hours for the purpose of examining the same.

G. Consequences and procedures: It shall be the responsibility of the Commissioner to give the Tenant notification in writing for the default. The Tenant shall have fifteen (15) days to contact the Commissioner to arrange a suitable agreement to correct the conditions specified in the notification, thereafter allowing at least ninety (90) days to make the necessary corrections, weather permitting. Failure to provide a good faith effort to correct those issues within the notification will be considered a breach and as such be subject to Section 1 above.

SECTION III- GENERAL

Covenants of this lease that are general information and procedures:

A. The Tenant agrees to indemnify and save harmless the Landlord from and against all claims, suits and damages, costs, losses and expenses in any matter arising out of the use of leased premises.

B. The Tenant or the Town, at the discretion of the Commissioner of the Department of Conservation and Waterways of the Town of Hempstead, shall obtain comprehensive general liability insurance in the amount of one million dollars (\$1,000,000.00), naming the Town as the additional insured, in order to protect the Town from actions for damages sustained thereon. The insurance premium is an associated cost of the lease to be paid by the Tenant.

C. The failure of the Landlord to insist upon a strict performance of any of the terms, conditions and covenants herein, shall not be deemed a waiver of any rights or remedies that the Landlord may have, and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained. This instrument may not be changed, modified, discharged or terminated orally.

D. The Landlord does not covenant that the Tenant on paying the rent and performing the covenants aforesaid, shall and may peaceably and quietly have, hold and enjoy the said leased premises for the term aforesaid.

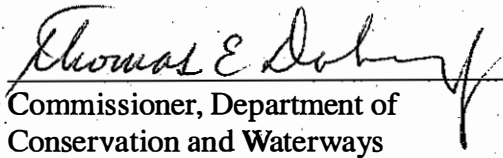
E. It is understood and agreed that this agreement is subject to the provisions of Chapters 164-4F and 168 of the Code of the Town of Hempstead and it is further understood that the Landlord shall notify the Tenant in writing at least sixty (60) days in advance of any proposed changes to this agreement and/or to the provisions of Chapters 164-4F and 168 of the Code of the Town of Hempstead.

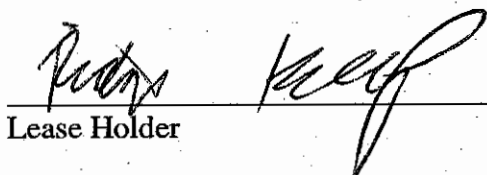
F. And it is further understood and agreed that the covenants, agreements and reservations contained within the agreement are binding on the parties hereto and their legal representatives.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written; the Landlord by the proper officers of the Town of Hempstead, and the Tenant in person.

TOWN OF HEMPSTEAD

By:


Commissioner, Department of
Conservation and Waterways


Lease Holder

ATTEST:

Town Clerk

Resolution – Amending Resolution No. 36-2019 Re: Various offices, position & occupations in the Town Government of the Town of Hempstead

Item # 44
Case # 57

CASE NO. 30054

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 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, Senior Councilwoman Goosby has introduced a proposed local law known as Intro. No. 1-2019, Print No. 1 to amend the said Section 202-1 of the Code of the Town of Hempstead to 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 February 5, 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. 1-2019, Print No. 1, to amend Section 202-1 of the Code of the Town of Hempstead to repeal "PARKING OR STANDING PROHIBITIONS" at various locations; and, BE IT FURTHER

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 45
Case # 30054

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 5th day of February, 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 REPEAL "PARKING OR STANDING PROHIBITIONS" at the following locations:

BETHPAGE SLATE LANE (TH 189/18) South Side - NO STOPPING ANYTIME - starting at a point 240 feet east of the east curbline of Gardiners Avenue east for a distance of 37 feet. (Adopted 9/20/18)

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

Dated: January 22, 2019
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 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 nine of two thousand eighteen is hereby amended by repealing therein "PARKING OR STANDING PROHIBITIONS" at the following locations:

BETHPAGE

SLATE LANE (TH 189/18) South Side – NO STOPPING ANYTIME – starting at a point 240 feet east of the east curblineline of Gardiners Avenue east for a distance of 37 feet.
(Adopted 9/20/18)

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

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION DETERMINING PARCELS BENEFITED BY CONSTRUCTION OR RECONSTRUCTION OF SIDEWALK AREA IN; BALDWIN, BELLMORE, EAST MEADOW, ELMONT, FLORAL PARK, FRANKLIN SQUARE, GARDEN CITY SOUTH, HEWLETT, INWOOD, LEVITTOWN, MERRICK, NORTH BALDWIN, NORTH BELLMORE, NORTH MERRICK, OCEANSIDE, SEAFORD, UNIONDALE, VALLEY STREAM, WANTAGH, WEST HEMPSTEAD, WOODMERE

IN THE TOWN OF HEMPSTEAD, NASSAU COUNTY, NY, ADOPTING PROPOSED ASSESSMENT ROLL FOR THE COST THEREOF AND CALLING A PUBLIC HEARING THEREON.

WHEREAS, pursuant to the following Resolutions adopted by the Town Board:

<u>TOWN BOARD RESOLUTIONS</u>	<u>DATE</u>
1537	11/12/2014
6365	11/24/2015
420	3/29/2016
6365	9/6/2016
7179	2/21/2017
581	4/24/2018

NOTICE WAS GIVEN TO ABUTTING PROPERTY OWNERS DIRECTING THEM TO CONSTRUCT OR RECONSTRUCT SIDEWALK AREA ON : AMBROSE CT, BARBARA ST, BAY DR, BEACH DR, BEVERLY RD, BIRCH AVE, BLACKSTONE AVE, BONNIE DR, CAMBRIDGE ST, CAPTAINS RD, CARNATION AVE, CHARLOTTE DR, CHESTNUT DR, CLEARMEADOW DR, CLUBHOUSE RD, COLONY ST, COLUMBUS AVE, COMPASS ST, COURT ST, DOROTHY CT, DOUGLAS DR, DREW AVE, DURHAM RD, ELMORE AVE, EMPORIA AVE, ERIC LN, FARMEDGE RD, FENWORTH BLVD, FLORENCE ST, GEORGE CT, GLEN LN, HAMILTON AVE, HAMPTON RD, HANCOCK ST, HARTE ST, HAWTHORNE DRE, HILDA ST, HUDSON ST, HYACINTH RD, IVANHOE DR, JEFFERSON ST, LAKEVIEW RD, LENOX AVE, LESLIE LN, LINCOLN BLVD, LINCOLN ST, LINDY PL, LINKS DR W, MANOR PKWY, MARC DR, MCDONALD AVE, MEADOW RD, MONACO AVE, MORRIS DR, N BELLMORE RD, NORTHERN PKWY, OAKMERE DR, ORIOLE AVE, PARK AVE, PARK LN, PARKER AVE, PEMACO LN, POLARIS DR, PROSPECT AVE, RANCH LN, RECTOR ST, ROCKWOOD AVE, RUSSELL ST, SALLY CT, SHERWOOD DR, SHORE DR, SKILLMAN AVE, STRATFORD DR, SUNSHINE AVE, SURREY DR, TULSA ST, VALLEY RD, WADLEIGH AVE, WAGSTAFF DR, WARREN ST, WILLIAM PL, WILSON AVE, YALE RD

WHEREAS, the owner(s) who were so notified had failed to construct or reconstruct sidewalk area as required by such Notice and the Town Board has caused said sidewalks to be constructed or reconstructed; and

WHEREAS, such construction or reconstruction was completed by the Town at the Total cost of \$132,473.64 and which sum includes appropriate administrative fees, which amount has been paid by the Town of Hempstead, pursuant to resolution adopted by the Town Board, subject to assessment against the property benefited thereby pursuant to Chapter 181 (Part 1) Code of the Town of Hempstead, NOW THEREFORE, BE IT

RESOLVED, that the actual and completed cost of the construction and reconstruction of sidewalk area on the property hereinabove be assessed against the parcels benefited thereby pursuant to Chapter 181 (Part 1) Code of the Town of Hempstead, is hereby determined to be \$132,473.64 and, BE IT FURTHER

RESOLVED, that the parcel(s) listed in the assessment roll be attached hereto and made a part hereof under the heading "PARCELS BENEFITED" are the lots and parcels especially benefited by the said improvements as they appear on the Nassau County Land and Tax Map, and BE IT FURTHER

Item # 46
Case # 6365
7159

RESOLVED, that the assessment roll attached hereto is hereby made a part hereof and shall constitute the completed assessment roll for such improvements under Chapter 181 (Part 1), Code of the Town of Hempstead and that the figures under the heading of "ASSESSMENT" on the same line with the said lot designations, is the amount assessed against said lots or parcels and that under the headline "PAID", and the Receiver of Taxes shall indicate the parcels of land for which assessments shall not have been paid before the return thereof to the Supervisor and that such assessment roll be forthwith filed with the Town Clerk; and, BE IT FURTHER

RESOLVED, that the assessment hereunder may be paid in one installment without penalty or interest, or at the option of the payer, in five (5) annual installments with interest thereon, if the benefit is in excess of \$100.00; and, BE IT FURTHER

RESOLVED, that the Town Board meet at the Town Board Room (Pavilion) of the Town Hall on Tuesday, at _____ in the forenoon of that day to hear and consider any objections which may be made to said assessment roll; and, BE IT FURTHER

RESOLVED, that the Town Clerk publish at least once not less than ten (10) or more than twenty (20) days before the time above specified, for said meeting in a newspaper published within the Town of Hempstead, a notice that said Assessment roll has been completed and that at the time and place above specified the Town Board will meet and hear to consider any objections which may be made thereto.

The foregoing resolution was seconded by Councilmember
And adopted upon roll call as follows:

AYES:

NOES:

NOTICE OF COMPLETION OF ASSESSMENT ROLL FOR THE CONSTRUCTION OR RECONSTRUCTION OF SIDEWALK AREA ON:

AMBROSE CT, BARBARA ST, BAY DR, BEACH DR, BEVERLY RD, BIRCH AVE, BLACKSTONE AVE, BONNIE DR, CAMBRIDGE ST, CAPTAINS RD, CARNATION AVE, CHARLOTTE DR, CHESTNUT DR, CLEARMEADOW DR, CLUBHOUSE RD, COLONY ST, COLUMBUS AVE, COMPASS ST, COURT ST, DOROTHY CT, DOUGLAS DR, DREW AVE, DURHAM RD, ELMORE AVE, EMPORIA AVE, ERIC LN, FARMEDGE RD, FENWORTH BLVD, FLORENCE ST, GEORGE CT, GLEN LN, HAMILTON AVE, HAMPTON RD, HANCOCK ST, HARTE ST, HAWTHORNE DR E, HILDA ST, HUDSON ST, HYACINTH RD, IVANHOE DR, JEFFERSON ST, LAKEVIEW RD, LENOX AVE, LESLIE LN, LINCOLN BLVD, LINCOLN ST, LINDY PL, LINKS DR W, MANOR PKWY, MARC DR, MCDONALD AVE, MEADOW RD, MONACO AVE, MORRIS DR, N BELLMORE RD, NORTHERN PKWY, OAKMERE DR, ORIOLE AVE, PARK AVE, PARK LN, PARKER AVE, PEMACO LN, POLARIS DR, PROSPECT AVE, RANCH LN, RECTOR ST, ROCKWOOD AVE, RUSSELL ST, SALLY CT, SHERWOOD DR, SHORE DR, SKILLMAN AVE, STRATFORD DR, SUNSHINE AVE, SURREY DR, TULSA ST, VALLEY RD, WADLEIGH AVE, WAGSTAFF DR, WARREN ST, WILLIAM PL, WILSON AVE, YALE RD

In the TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK, and of meeting to hear and consider objections thereto.

PLEASE TAKE NOTICE THAT PURSUANT TO CHAPTER 181 (Part 1) CODE OF THE TOWN OF HEMPSTEAD, the Town Board of the Town of Hempstead has prepared and filed with the Town Clerk of said Town, the completed assessment roll for the construction or reconstruction of sidewalk area on:

AMBROSE CT, BARBARA ST, BAY DR, BEACH DR, BEVERLY RD, BIRCH AVE, BLACKSTONE AVE, BONNIE DR, CAMBRIDGE ST, CAPTAINS RD, CARNATION AVE, CHARLOTTE DR, CHESTNUT DR, CLEARMEADOW DR, CLUBHOUSE RD, COLONY ST, COLUMBUS AVE, COMPASS ST, COURT ST, DOROTHY CT, DOUGLAS DR, DREW AVE, DURHAM RD, ELMORE AVE, EMPORIA AVE, ERIC LN, FARMEDGE RD, FENWORTH BLVD, FLORENCE ST, GEORGE CT, GLEN LN, HAMILTON AVE, HAMPTON RD, HANCOCK ST, HARTE ST, HAWTHORNE DR E, HILDA ST, HUDSON ST, HYACINTH RD, IVANHOE DR, JEFFERSON ST, LAKEVIEW RD, LENOX AVE, LESLIE LN, LINCOLN BLVD, LINCOLN ST, LINDY PL, LINKS DR W, MANOR PKWY, MARC DR, MCDONALD AVE, MEADOW RD, MONACO AVE, MORRIS DR, N BELLMORE RD, NORTHERN PKWY, OAKMERE DR, ORIOLE AVE, PARK AVE, PARK LN, PARKER AVE, PEMACO LN, POLARIS DR, PROSPECT AVE, RANCH LN, RECTOR ST, ROCKWOOD AVE, RUSSELL ST, SALLY CT, SHERWOOD DR, SHORE DR, SKILLMAN AVE, STRATFORD DR, SUNSHINE AVE, SURREY DR, TULSA ST, VALLEY RD, WADLEIGH AVE, WAGSTAFF DR, WARREN ST, WILLIAM PL, WILSON AVE, YALE RD

OF HEMPSTEAD, NASSAU COUNTY, NEW YORK, and

PLEASE TAKE FURTHER NOTICE that on
The Town Board will meet at the Board Room of the Town Hall Pavilion, Hempstead, New York at
o'clock to hear and consider any objections which may be made to said assessment roll.

DATE :

Hempstead, New York

Laura A. Gillen
Supervisor
Town of Hempstead

CASE NO.

RESOLUTION NO.

Adopted:

_____ offered the following resolution and moved its adoption:

RESOLUTION AND ORDER CALLING A PUBLIC HEARING ON THE INCREASE AND IMPROVEMENT OF THE MERRICK FIRE PROTECTION DISTRICT.

WHEREAS, the Empire Hose Company No. 3 and Merrick Hook and Ladder Co. No. 1, two of the fire companies of the Merrick Fire Department (hereinafter "the Department"), have proposed the purchase of a pumper truck for Empire Hose Company No. 3 and a rear mount aerial truck and a mid-mount aerial scope platform truck for Merrick Hook and Ladder Co. No. 1 and have requested that the Town Board hold a public hearing regarding the increase and improvement of the Merrick Fire Protection District by the purchase of these vehicles and equipment; and

WHEREAS, the Department has submitted to the Town Board an estimate of cost relating to said increase and improvement of the Merrick Fire Protection District; and

WHEREAS, the Town Board has determined, pursuant to Provisions of the State Environmental Quality Review Act and Article 8 Part 617.5(c)(1) the N.Y.C.R.R. that such purchase is considered to be a "Type II Action" and does not have a significant effect on the environment and does not require an environmental impact statement or any other determination under the State Environmental Quality Review Act; and

WHEREAS, it is in the public interest that the Town Board of the Town of Hempstead consider the proposition herein set forth and to call a public hearing thereon;

NOW, THEREFORE, BE IT

Item # 47

Case # 18687

RESOLVED, that the equipment being replaced and currently being used by the Empire Hose Co. No. 3 and Hook and Ladder Co. No. 1 in providing protection to the Merrick Fire Protection District is determined, pursuant to Nassau County Civil Divisions Act, to be inadequate to provide fire protection for persons or property within the Merrick Fire Protection District; and, BE IT FURTHER

RESOLVED, that the Town Board adopt the following order:

At a meeting of the Town Board
of the Town of Hempstead, in
the County of Nassau, New York,
held at the Town Meeting
Pavilion, Hempstead Town Hall,
Town Hall Plaza, 1 Washington
Street, Hempstead, New York, on
the day of , 2019.

P R E S E N T :

HON., Laura A. Gillen, Supervisor
Dorothy Goosby
Edward A. Ambrosino
Bruce A. Blakeman
Erin King Sweeney
Anthony P. D'Esposito
Dennis Dunne, Sr.

Council Members

A B S E N T :

- - - - - X

IN THE MATTER : **ORDER**

- of - :

THE INCREASE AND IMPROVEMENT :
OF THE MERRICK FIRE PROTECTION :
DISTRICT :

- - - - - X

WHEREAS, Empire Hose Company No. 3 and Merrick Hook and Ladder Co. No. 1, two of the companies of the Merrick Fire Department have proposed the purchase of one new pumper truck for Empire Hose Co. No. 3 and a rear mount aerial truck and a mid-mount aerial scope platform truck for Hook and Ladder Co. No. 3 pursuant to the Nassau County Civil Division Act Section 226.6 and have requested that the Town Board hold a public hearing regarding the increase and improvement of the Merrick Fire Protection District; and

WHEREAS, said Department has submitted to the Town Board an estimate of cost relating to said increase and improvement of the Merrick Fire Protection District; and

WHEREAS, the Town Board has determined, pursuant to Provisions of the State Environmental Quality Review Act and Article 8 Part 617.5(c) (1) the N.Y.C.R.R. that such increase and improvement is considered to be a "Type II Action" and does not have a significant effect on the environment and does not require an environmental impact statement or any other determination under the State Environmental Quality Review Act; and

WHEREAS, it is in the public interest that the Town Board of the Town of Hempstead consider the proposition herein set forth and to call a public hearing thereon;

NOW, THEREFORE, BE IT

ORDERED, that a public hearing be held by this Town Board on the day of , 2019, at o'clock in the of that day, at the Town Meeting Pavilion, Hempstead Town Hall, Town Hall Plaza, 1 Washington Street, Town of Hempstead, Nassau County, New York, on the increase and improvement of the Merrick Fire Protection District, consisting of a purchase of the aforesaid equipment. The estimated maximum cost of \$3,760,000.00, to be financed by the issuance of obligations of the Town of Hempstead.

ALL PERSONS desiring to be heard concerning the subject of the above-mentioned hearing will be given an opportunity to be heard at the time and place aforesaid.

Dated: Hempstead, New York
 , 2019

Laura A. Gillen, Supervisor

Dorothy L. Goosby

Edward A. Ambrosino

Bruce A. Blakeman

Erin King Sweeney

Anthony P. D'Esposito

Dennis Dunne, Sr.

Members of the Town Board
of the Town of Hempstead

and, BE IT FURTHER

RESOLVED, that the Town Clerk be and he hereby is authorized and directed to publish a copy of this Order, in "NEWSDAY," a newspaper having a general circulation within the Town of Hempstead, at least once and not less than ten (10) nor more than twenty (20) days before the date set for such public hearing, and, further, to post said Order of public hearing on the signboard of the Town.

The foregoing resolution was seconded by
and adopted upon roll call as follows:

AYES:

NOES:

At a meeting of the Town Board
of the Town of Hempstead, in
the County of Nassau, New York,
held at the Town Meeting
Pavilion, Hempstead Town Hall,
Town Hall Plaza, 1 Washington
Street, Hempstead, New York, on
the day of , 2019.

P R E S E N T :

HON., Laura A. Gillen, Supervisor
Dorothy Goosby
Edward A. Ambrosino
Bruce A. Blakeman
Erin King Sweeney
Anthony P. D'Esposito
Dennis Dunne, Sr.

Council Members

A B S E N T :

----- X

IN THE MATTER :

ORDER

- of - :

THE INCREASE AND IMPROVEMENT :
OF THE MERRICK FIRE PROTECTION :
DISTRICT :

----- X

WHEREAS, Empire Hose Company No. 3 and Merrick Hook and Ladder Co. No. 1, two of the companies of the Merrick Fire Department have proposed the purchase of one new pumper truck for Empire Hose Co. No. 3 and a rear mount aerial truck and a mid-mount aerial scope platform truck for Hook and Ladder Co. No. 3 pursuant to the Nassau County Civil Division Act Section 226.6 and have requested that the Town Board hold a public hearing regarding the increase and improvement of the Merrick Fire Protection District; and

WHEREAS, said Department has submitted to the Town Board an estimate of cost relating to said increase and improvement of the Merrick Fire Protection District; and

WHEREAS, the Town Board has determined, pursuant to Provisions of the State Environmental Quality Review Act and Article 8 Part 617.5(c)(1) the N.Y.C.R.R. that such increase and improvement is considered to be a "Type II Action" and does not have a significant effect on the environment and does not require an environmental impact statement or any other determination under the State Environmental Quality Review Act; and

WHEREAS, it is in the public interest that the Town Board of the Town of Hempstead consider the proposition herein set forth and to call a public hearing thereon;

NOW, THEREFORE, BE IT

ORDERED, that a public hearing be held by this Town Board on the day of , 2019, at o'clock in the of that day, at the Town Meeting Pavilion, Hempstead Town Hall, Town Hall Plaza, 1 Washington Street, Town of Hempstead, Nassau County, New York, on the increase and improvement of the Merrick Fire Protection District, consisting of a purchase of the aforesaid equipment. The estimated maximum cost of \$3,760,000.00, to be financed by the issuance of obligations of the Town of Hempstead.

ALL PERSONS desiring to be heard concerning the subject of the above-mentioned hearing will be given an opportunity to be heard at the time and place aforesaid.

Dated: Hempstead, New York
 , 2019

Laura A. Gillen, Supervisor

Dorothy L. Goosby

Edward A. Ambrosino

Bruce A. Blakeman

Erin King Sweeney

Anthony P. D'Esposito

Dennis Dunne, Sr.

Members of the Town Board
of the Town of Hempstead

and, BE IT FURTHER

RESOLVED, that the Town Clerk be and he hereby is authorized and directed to publish a copy of this Order, in "NEWSDAY," a newspaper having a general circulation within the Town of Hempstead, at least once and not less than ten (10) nor more than twenty (20) days before the date set for such public hearing, and, further, to post said Order of public hearing on the signboard of the Town.

The foregoing resolution was seconded by
and adopted upon roll call as follows:

AYES:

NOES:

CASE NO.

RESOLUTION NO.

RESOLUTION CALLING PUBLIC HEARING
ON APPLICATION OF 3222 HEMPSTEAD TURNPIKE, LLC
FOR A SPECIAL EXCEPTION (PUBLIC GARAGE)
LEVITTOWN, NEW YORK.

ADOPTED:

offered the following resolution and moved its
adoption:

RESOLVED, that a public hearing be held February 26, 2019
at 10:30 o'clock in the forenoon of that day, in the town
Meeting Pavilion, Hempstead Town Hall, 1 Washington Street,
Hempstead, New York, to consider the application of 3222
HEMPSTEAD TURNPIKE, LLC for Special Exception (Public
Garage is proposing to remove the existing one story, 3400'
retail building and replace it with a one story, 5,352'
building to serve as an automotive service and repair
facility, approx. 658.94' W/of Gardiners Ave. LEVITTOWN,
New York:, and

BE IT FURTHER RESOLVED, that the Town Clerk be
and hereby is directed to publish notice thereof once at
least ten (10) days prior to date of hearing in Long Island
Business News.

The foregoing resolution was adopted upon roll call as
follows:

AYES:

NOES:

Item # 48

Case # 29980

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 February 26, 2019 at 10:30 o'clock in the forenoon of that day for the purpose of considering the application of 3222 HEMPSTEAD TURNPIKE, LLC for Special Exception (Public Garage) is proposing to remove the existing one story, 3400' retail building and replace it with a one story, 5,352' building to serve as an automotive service and repair facility, approx. 658.94' W/of Gardiners Ave. LEVITTOWN, New York:

A rectangular shaped parcel with a lot area of 14,622.26' and improved with a one(1) story masonry building the premises maintain 11' frontage along the s/si of Hempstead- Bethpage Tpke with depth of 149.04' on both eastern and western property lines Levittown, Town of Hempstead, County of Nassau, New York.

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

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

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

LAURA A. GILLEN
Supervisor

SYLVIA A. CABANA
Town Clerk

Dated: January 22, 2019
Hempstead, N.Y.

CASE NO.

RESOLUTION NO.

RESOLUTION CALLING PUBLIC HEARING ON
APPLICATION OF BOLLA EM, REALTY, LLC.
FOR A VARIANCE FROM PROVISIONS OF "GSS" ORDINANCE AT
SEAFORD, NEW YORK

ADOPTED:

offered the following resolution and moved its adoption:

RESOLVED, that a public hearing be held on February 26, 2019 at
10:30 o'clock in the forenoon of that day, in the Town Meeting
Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New
York, to consider the application of BOLLA EM, REALTY, LLC. for a
variance from provisions of "GSS" Ordinance to maintain existing
service station and operate a convenience store as wells as
area, sign and parking variance located on the s/si of Merrick Rd.
Bet. Washington Ave. & Townsend Rd. following described premises at
SEAFORD, New York
and BE IT

FURTHER RESOLVED, that the Town Clerk be and hereby is directed
to publish notice thereof once at least ten (10) days prior to date of
hearing in official newspaper.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

49

Case #

29182

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 February 26, 2019 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 provisions of "GSS" Ordinance to maintain existing service station and operate a convenience store as wells as area, sign and parking variance located on the s/si of Merrick Rd. bet. Washington Ave. & Townsend Rd. following described premises at SEAFORD, New York
and BE IT

An irregular shaped parcel 108.29' easterly of the southeast intersection of Merrick Rd. & Washington Ave. w/frontage on Merrick Rd. of 269.65' in Seaford, 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: January 22, 2019
Hempstead, N.Y.

CASE NO.

RESOLUTION NO.

RESOLUTION CALLING PUBLIC HEARING ON APPLICATION OF BOLLA EM REALTY FOR PERMIT TO INCLUDE EXISTING GASOLINE SERVICE STATION WITHIN "GSS" DISTRICT AT SEAFORD, NEW YORK.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLVED, that a public hearing will be held 2019 at 10:30 o'clock in the forenoon of that day, in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, to consider the application of BOLLA EM REALTY, LLC for a permit to include existing gasoline service station and install three (3) additional storage tanks, each with a capacity of 15,000 gallons located on the s/si Merrick Rd. bet. Washington Ave. & Townsend Dr. located in SEAFORD, New York, and BE IT

FURTHER RESOLVED, that the Town Clerk be and hereby is directed to publish notice thereof once a week for two successive weeks in Long Island Business News.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 50

Case # 29182

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 February 26, 2019 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 permit to include existing gasoline service station and install three (3) additional storage tanks, each with a capacity of 15,000 gallons located on the s/si Merrick Rd. bet. Washington Ave. & Townsend Dr. located in SEAFORD New York:

An irregular shaped parcel 108.29' easterly of the southeast intersection of Merrick Rd. & Washington Ave. w/frontage on Merrick Rd. of 269.65' in Seaford, 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: January 22, 2019
Hempstead, N.Y.

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: SALARY ADJUSTMENT FOR ANTHONY
CIANCIULLI, DEPUTY COMMISSIONER,
DEPARTMENT OF SANITATION, IN THE
DEPARTMENT OF SANITATION.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that the annual salary for Anthony Cianciulli, Deputy
Commissioner, Department of Sanitation, in the Department of Sanitation, be and hereby is increased to
\$127,045, Ungraded, by the Commissioner of the Department of Sanitation and ratified by the Town
Board of the Town of Hempstead effective January 23, 2019.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF MARC DUNWOODY AS
LABOR CREW CHIEF I, IN THE DEPARTMENT
OF CONSERVATION AND WATERWAYS.

On motion made by
the following resolution was adopted upon roll call:

RESOLVED, that Marc Dunwoody, now serving as Laborer I
in the Department of Conservation and Waterways, be and hereby is appointed Labor Crew Chief I, Non
Competitive, Grade 13, Step 8 (I), \$71,337, 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 January 23, 2019, 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: SALARY ADJUSTMENT FOR RICHARD
ESPOSITO, PARK CREW CHIEF, IN THE
DEPARTMENT OF PARKS AND RECREATION.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that the annual salary for Richard Esposito, Park Crew Chief, in the Department of Parks and Recreation, be and hereby is increased to \$136,454, Ungraded, by the Commissioner of the Department of Parks and Recreation and ratified by the Town Board of the Town of Hempstead effective January 23, 2019.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF GABRIELLE FITZROY AS OFFICE SERVICES ASSISTANT, IN THE DEPARTMENT OF CONSERVATION AND WATERWAYS, 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 Gabrielle Fitzroy has passed the examination for the position of Office Services Assistant, Civil Service List No. 78-247, and is eligible for appointment thereto, NOW, THEREFORE, BE IT

RESOLVED, that Gabrielle Fitzroy, now serving as Clerk Laborer, in the Department of Conservation and Waterways, be and hereby is appointed Office Services Assistant, Competitive, Permanent, Grade 12, Step 9 (J), \$72,370, from the civil service list, by the Commissioner of the Department of Conservation and Waterways and ratified by the Town Board of the Town of Hempstead effective January 23, 2019 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 JULIA FRIEDMAN
AS COMMUNITY RESEARCH ASSISTANT, IN
THE OFFICE OF THE SUPERVISOR.

On motion made by
the following resolution was adopted upon roll call:

RESOLVED, that Julia Friedman be and hereby is
appointed Community Research Assistant, Non Competitive, Ungraded, at an annual salary of \$40,000,
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 January 23, 2019 and BE IT

FURTHER RESOLVED, that subject appointment is probationary
for twenty-six weeks and should candidate prove unsatisfactory during this period, said
appointment may be terminated.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF MICHAEL GAGLIARDI AS
MAINTENANCE ELECTRICIAN CREW CHIEF,
IN THE DEPARTMENT OF WATER.

On motion made by
the following resolution was adopted upon roll call:

RESOLVED, that Michael Gagliardi, now serving as Maintenance
Mechanic II in the Department of Water, be and hereby is appointed Maintenance Electrician Crew
Chief, Non Competitive, Ungraded, at an annual salary of \$93,380, in the Department of Water, by the
Commissioner of the Department of Water and ratified by the Town Board of the Town of Hempstead
effective January 23, 2019, 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: SALARY ADJUSTMENT FOR FELICE
GUARNIERI, DEPUTY COMMISSIONER,
DEPARTMENT OF GENERAL SERVICES, IN
THE DEPARTMENT OF GENERAL SERVICES,
ADMINISTRATION.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that the annual salary for Felice Guarnieri, Deputy
Commissioner, Department of General Services, in the Department of General Services, Administration,
be and hereby is increased to \$156,546, Ungraded, by the Commissioner of the Department of General
Services and ratified by the Town Board of the Town of Hempstead effective January 23, 2019.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF CLAUDINE HALL AS
CLERK LABORER, IN THE DEPARTMENT OF
PLANNING AND ECONOMIC DEVELOPMENT.

On motion made by
the following resolution was adopted upon roll call:

RESOLVED, that Claudine Hall, now serving as Community Service Representative in the Department of Planning and Economic Development, be and hereby is appointed Clerk Laborer, Non Competitive, Grade 9, Step 7 (H), \$58,169, in the Department of Planning and Economic Development, by the Commissioner of the Department of Planning and Economic Development and ratified by the Town Board of the Town of Hempstead effective January 23, 2019, 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: SALARY ADJUSTMENT FOR OLITA JENKINS,
LEGISLATIVE AIDE, IN THE OFFICE OF THE
TOWN BOARD.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that the annual salary for Olita Jenkins, Legislative Aide, in the Office of the Town Board Minority Central Staffing Code 1017, be and hereby is increased to \$71,860, Ungraded, by the Town Board of the Town of Hempstead effective January 23, 2019.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF PAULETTE KEHINDE
AS LEGISLATIVE AIDE, IN THE OFFICE
OF THE TOWN BOARD.

On motion made by
the following resolution was adopted upon roll call:

RESOLVED, that Paulette Kehinde be and hereby is appointed
Legislative Aide, in the Office of the Town Board Minority Central Staffing Code 1017,
Unclassified, Ungraded, at an annual salary of \$80,000, by the Town Board of the Town
of Hempstead, effective January 23, 2019.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF IRA LACOFF AS
GROUNDSKEEPER III, IN THE DEPARTMENT
OF PARKS AND RECREATION.

On motion made by
the following resolution was adopted upon roll call:

RESOLVED, that Ira Lacoff, now serving as Labor Crew Chief II in the Department of Parks and Recreation, be and hereby is appointed Groundskeeper III, Non Competitive, Grade 17, Step 11 (M), \$95,755, in the Department of Parks and Recreation, by the Commissioner of the Department of Parks and Recreation and ratified by the Town Board of the Town of Hempstead effective January 23, 2019, 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: SALARY ADJUSTMENT FOR PAUL LUPO,
PARK CREW CHIEF, IN THE DEPARTMENT OF
PARKS AND RECREATION.

On motion made by
the following resolution was adopted upon roll call:

RESOLVED, that the annual salary for Paul Lupo, Park Crew Chief, in the Department of Parks and Recreation, be and hereby is increased to \$111,642, Ungraded, by the Commissioner of the Department of Parks and Recreation and ratified by the Town Board of the Town of Hempstead effective January 23, 2019.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF ERIC MARTINEZ AS
LABORER II, IN THE DEPARTMENT OF
CONSERVATION AND WATERWAYS.

On motion made by
the following resolution was adopted upon roll call:

RESOLVED, that Eric Martinez, now serving as Laborer I
in the Department of Conservation and Waterways, be and hereby is appointed Laborer II, Non
Competitive, Grade 11, Step 12 (M), \$79,123, 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 January 23, 2019, 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 RICHARD MATARAZZO AS
GRAPHIC ARTS SPECIALIST, IN THE
DEPARTMENT OF GENERAL SERVICES,
ADMINISTRATION.

On motion made by
the following resolution was adopted upon roll call:

RESOLVED, that Richard Matarazzo, now serving as Engineering Helper,
in the Department of General Services, Administration, be and hereby is appointed Graphic Arts
Specialist, Non Competitive, Grade 20, Step 7 (H), \$80,776, 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 January 23, 2019, 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 JOHN MCGANN AS
DOCKMASTER I, IN THE DEPARTMENT OF
CONSERVATION AND WATERWAYS.

On motion made by
the following resolution was adopted upon roll call:

RESOLVED, that John McGann, now serving as Maintenance Mechanic II in the Department of Conservation and Waterways, be and hereby is appointed Dockmaster I, Non Competitive, Grade 15, Step 13 (N), \$93,803, 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 January 23, 2019, 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 MEGAN MEDICI AS
CLERK I, IN THE DEPARTMENT OF SENIOR
ENRICHMENT, 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 Megan Medici has passed the examination for the position of Clerk I, Civil Service List No. DC-81, and is eligible for appointment thereto, NOW, THEREFORE, BE IT

RESOLVED, that Megan Medici, now serving as Clerk Laborer, in the Department of Senior Enrichment, be and hereby is appointed Clerk I, Competitive, Permanent, Grade 3, Step 6 (G), \$48,426, from the civil service list, by the Commissioner of the Department of Senior Enrichment and ratified by the Town Board of the Town of Hempstead effective January 23, 2019 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: SALARY ADJUSTMENT FOR SHANE O'NEIL,
SENIOR LAW ASSISTANT, IN THE OFFICE OF
THE TOWN ATTORNEY.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that the annual salary for Shane O'Neil, Senior Law Assistant, in the Office of the Town Attorney, be and hereby is increased to \$131,611, Ungraded, by the Town Attorney and ratified by the Town Board of the Town of Hempstead effective January 23, 2019.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF CHERYL PETRI AS
COUNSEL TO THE TOWN COMPTROLLER,
IN THE OFFICE OF THE TOWN
COMPTROLLER.

On motion made by
the following resolution was adopted upon roll call:

WHEREAS, Cheryl Petri has resigned her position as Deputy Town
Attorney, in the Office of the Town Attorney, NOW, BE IT

RESOLVED, that Cheryl Petri be and hereby is appointed
Counsel to the Town Comptroller, Exempt/Pending Jurisdictional Classification, Ungraded, with
no change in salary, in the Office of the Town Comptroller, by the Town Comptroller and ratified
by the Town Board of the Town of Hempstead effective January 23, 2019 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 ALEXA SHERYLL AS
EXECUTIVE ASSISTANT TO THE
SUPERVISOR, IN THE OFFICE OF THE
SUPERVISOR.

On motion made by
the following resolution was adopted upon roll call:

RESOLVED, that Alexa Sheryll be and hereby is appointed as Executive Assistant to the Supervisor, in the Office of the Supervisor, Exempt, Ungraded, at an annual salary of \$72,500, by the Supervisor of the Town of Hempstead and ratified by the Town Board of the Town of Hempstead effective January 14, 2019 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 PAUL SHORTIS AS OFFICE SERVICES ASSISTANT, IN THE DEPARTMENT OF INFORMATION AND TECHNOLOGY, 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 Paul Shortis has passed the examination for the position of Office Services Assistant, Civil Service List No. 78-247, and is eligible for appointment thereto, NOW, THEREFORE, BE IT

RESOLVED, that Paul Shortis, now serving as Clerk Laborer, in the Department of Information and Technology, be and hereby is appointed Office Services Assistant, Competitive, Permanent, Grade 12, Step 11 (L), \$77,550, from the civil service list, by the Commissioner of the Department of Information and Technology and ratified by the Town Board of the Town of Hempstead effective January 23, 2019 and BE IT

FURTHER RESOLVED, that subject appointment is probationary for twenty-six weeks and should candidate prove unsatisfactory during this period, said appointment may be terminated.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF DAVID TAUB AS OFFICE SERVICES ASSISTANT, IN THE OFFICE OF THE TOWN CLERK, 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 David Taub has passed the examination for the position of Office Services Assistant, Civil Service List No. 78-247, and is eligible for appointment thereto, NOW; THEREFORE, BE IT

RESOLVED, that David Taub, now serving as Clerk Laborer, in the Office of the Town Clerk, be and hereby is appointed Office Services Assistant, Competitive, Permanent, Grade 12, Step 6 (G), \$60,061, from the civil service list, by the Town Clerk and ratified by the Town Board of the Town of Hempstead effective January 23, 2019 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: LEAVE OF ABSENCE FROM THE TITLE
SAFETY OFFICER; AND APPOINTMENT OF
THOMAS TAYLOR AS EQUIPMENT CREW
CHIEF, IN THE DEPARTMENT OF
SANITATION.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that Thomas Taylor, Safety Officer, in Department of Sanitation, be and hereby is granted a one year leave of absence effective January 23, 2019 and BE IT

FURTHER RESOLVED, THAT Thomas Taylor be an hereby is appointed Equipment Crew Chief, Non Competitive, Ungraded, at an annual salary of \$99,193, 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 January 23, 2019, 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 WILLDIGG
AS COMPLIANCE OFFICER, IN THE OFFICE
OF COMPLIANCE OFFICER.

On motion made by
the following resolution was adopted upon roll call:

RESOLVED, that Thomas Willdigg be and hereby is appointed Compliance Officer, Non Competitive, Ungraded, at an annual salary of \$150,000, in the Office of Compliance Officer, by the Town Board of the Town of Hempstead, subject to satisfactory completion of pre-employment criteria, and Town of Hempstead Civil Service Commission approval, effective February 1, 2019 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 BRITTANY ZAJACK AS
OFFICE SERVICES ASSISTANT, IN THE
DEPARTMENT OF PARKS AND RECREATION,
FROM THE CIVIL SERVICE LIST.

On motion made by
the following resolution was adopted upon roll call:

WHEREAS, the Town of Hempstead Civil Service Commission has certified that Brittany Zajack has passed the examination for the position of Office Services Assistant, Civil Service List No. 78-247, and is eligible for appointment thereto, NOW, THEREFORE, BE IT

RESOLVED, that Brittany Zajack, now serving as Clerk Laborer, in the Department of Parks and Recreation, be and hereby is appointed Office Services Assistant, Competitive, Permanent, Grade 12, Step 3 (D), \$53,386, from the civil service list, by the Commissioner of the Department of Parks and Recreation and ratified by the Town Board of the Town of Hempstead effective January 23, 2019 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:

1/22/2019

In addition there are (7) Seven Resolutions for various types of Leaves of Absence.