

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

Item # |

Case # 30054

PUBLIC NOTICE

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 FURTHER NOTICE that on February 5, 2019

The Town Board will meet at the Board Room of the Town Hall Pavilion, Hempstead, New
York at 7:00 o'clock in the evening to hear and consider any objections which may be made to
said assessment roll.

DATE : January 22, 2019

Hempstead, New York

Laura A. Gillen
Supervisor
Town of Hempstead

Item#

2

Case#

7179
6365

Adopted

offered the following resolution and moved its adoption as follows:

RESOLUTION AUTHORIZING THE EXECUTION OF A CONSULTING AGREEMENT WITH MARY SUZANNE MCKENNA CLIFFORD FOR THE PURPOSE OF REVIEWING ANCHOR'S PLANS, POLICIES AND PROCEDURES

WHEREAS, the Town initially published a Request for Proposals ("RFP") on August 10, 2018, seeking proposals from qualified consultants for the: (i) review of ANCHOR'S existing plans, policies and procedures; and (ii) development of updated and/or new plans, policies and procedures to ensure that ANCHOR is compliant with applicable laws and regulations governing camps and programs that service campers and program participants with developmental disabilities; and

WHEREAS, the only consultant to submit a proposal in response to this initial RFP was Mary Suzanne McKenna Clifford ("MSMC"), whose principal place of business is located at 85 Gerard Avenue West, Malverne, NY 11565; and

WHEREAS, in order to pursue the possibility of securing additional proposals for consideration, the Town published a second RFP on November 16, 2018; and

WHEREAS, once again, the only consultant to submit a proposal to this second RFP was MSMC; and

WHEREAS, MSMC has over forty (40) years of relevant experience and her proposal consists of: (i) charging the Town at a rate of \$75 per hour; (ii) plus reimbursement of reasonably incurred and satisfactorily documented out-of pocket expenses; and (iii) estimating that this ANCHOR plans, policies and procedures consulting project will be completed in six (6) months at a total cost of seven thousand five hundred (\$7,500.00) dollars plus reimbursement of expenses; and

WHEREAS, the Commissioner of the Department of Parks & Recreation: (i) has met with MSMC and reviewed her relevant business experience and believes that MSMC is appropriately qualified to perform the project; (ii) has reviewed MSMC's proposal and believes it to be both fair and reasonable; and (iii) accordingly recommends to this Town Board that the MSMC proposal be accepted and that a companion six (6) month Consulting Agreement be entered into with MSMC.

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor be, and she hereby is, authorized to execute a Consulting Agreement with Mary Suzanne McKenna Clifford for the purpose of reviewing ANCHOR's plans, policies and procedures; and

BE IT FURTHER

RESOLVED, that the Town Comptroller be and is hereby authorized to make payments under the Consulting Agreement to Mary Suzanne McKenna Clifford from Parks and Recreation Account No. 400-007-7110-4151, Fees and Services.

The foregoing resolution was adopted upon roll call as follows:

AYES :

NOES :

Item # 3
Case # 30064

AGREEMENT
FOR CONSULTING SERVICES

THIS AGREEMENT, made this ____ day of _____, 2019
between the TOWN OF HEMPSTEAD, a municipal corporation of the State of
New York, having its principal place of business at the Town Hall Plaza,
Main Street, Hempstead, New York, hereinafter referred to as the "Town",
And Mary Suzanne McKenna Clifford having her principal place of business at
85 Gerard Avenue West, Malverne, New York 11565 hereinafter referred to as
the "Consultant".

WITNESSETH:

WHEREAS, the Town deems it desirable and appropriate to obtain the
professional services of Consultant for the purpose of reviewing Camp
ANCHOR's existing plans, policies, and procedures and for such assistance as
may be deemed appropriate by the Town for the development of updated and/or
new plans, policies and procedures in order to ensure that Camp ANCHOR is
compliant with applicable laws and regulations governing camps and programs
that service campers and program participants with developmental
disabilities; and

WHEREAS, the Consultant herein is adequately staffed, skilled,
experienced in the type of consulting work proposed; and

WHEREAS, the services of the Consultant for such proposed consulting
work constitute personal services.

NOW, THEREFORE, in consideration of 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 agree as
follows:

- 1) **Definitions** The following terms as used herein shall have the following meanings:
 - a) The term "Confidential Information" means all information concerning Camp ANCHOR, its programs and services, whether or not such information is designated or marked as "confidential", "proprietary" or otherwise. Such information shall include, but shall not be limited to, any and all information pertaining to the names, addresses and medical condition of participants in Camp ANCHOR programs.
 - b) The term "Person" means any natural person, corporation, division of a corporation, partnership, trust, joint venture, association, firm, company, limited liability company, estate or unincorporated organization, or governmental authority or agency.
 - c) The term "Termination Event" shall have the meaning specified in paragraph 4(c).

2) Services to be Rendered

- a) Subject to the provisions hereof, the Town hereby agrees to engage Consultant as an independent contractor to provide the consulting services set forth immediately below. Consultant agrees to perform such services all in accordance with and subject to the terms and conditions hereof.

Consultant shall: (i) review Camp ANCHOR's existing plans, policies and procedures; (ii) inform the Town whether such current plans, policies and procedures are deficient with respect to applicable laws and regulations; and (iii) to the extent solely determined by the Town, furnish such other assistance as may be deemed appropriate by the Town for the development of updated and/or new plans, policies and procedures in order to ensure that Camp ANCHOR is compliant with applicable laws and regulations governing camps and programs that service campers and programs participants with development disabilities.

- b) Consultant shall use her good faith efforts in performing all of such services and shall perform same, with reasonable promptness and due diligence. It is acknowledged that upon the mutual written consent of the Town and Consultant that the services specified in this Section 2(a) may be supplemented or amended from time to time.

3) Consulting Fee

- a) For all services duly performed by Consultant pursuant hereto, the Town will pay Consultant based on the following fee schedule: \$75.00 per hour plus reimbursement for duly documented and reasonably incurred project related "out-of-pocket" expenses including the costs to purchase paper, binders, copying and printing, but excluding all of the Consultant's "overhead" costs. All fees charged hereunder by Consultant shall be substantiated by written invoices submitted monthly by Consultant to the Town detailing the services performed in the preceding month.
- b) Consultant understands and acknowledges that Consultant shall be solely responsible for making all federal, state and local tax payments relating to fees received from the Town in accordance with the terms of this Agreement and that the Town shall have no responsibility to do so nor to make withholdings from fees earned by Consultant. The Town shall issue to Consultant an IRS Form 1099 for fees earned by Consultant.
- c) Such remuneration shall constitute the total compensation payable to Consultant on account of all services rendered hereunder. Consultant hereby acknowledges and confirms that it will not be entitled to receive, any other forms of remuneration, including, without limitation, commissions from the Town, other than the remuneration provided herein for the exchange of her services hereunder.

4) Term

- a) Unless earlier canceled pursuant to the provisions of this Agreement, the term of this Agreement shall be for a term of six (6) months commencing from the date hereof. Notwithstanding the foregoing,

provided the project contemplated hereunder is not completed within such six (6) month time frame, the Commissioner may, in his sole discretion, extend the term of this Agreement for consecutive monthly periods until completion of the project.

- b) Subject to paragraph 4(c), either party may terminate this Agreement at any time with or without cause for any reason or no reason at all by giving the other party at least thirty (30) days written notice of its intention to do so.
- c) Notwithstanding anything to the contrary contained herein, this Agreement shall automatically terminate and be deemed to have terminated, upon the occurrence of a Termination Event (as defined immediately below). For purposes of this Agreement, the term "Termination Event" means any of the following events: (i) Consultant's breach, non-fulfillment or non-performance of any material provision, covenant or condition contained herein; (ii) Consultant's failure to perform obligations hereunder to the satisfaction of the Town (iii) if any representation or warranty made by Consultant herein is materially false or misleading when made; (iv) theft, embezzlement or fraud of Consultant or the involvement of Consultant in any scheme or conspiracy pursuant to which the Town has lost assets to Consultant calculated by it to receive same; (v) Consultant or its officers, directors or employees is convicted of a felony or crime involving moral turpitude; (vi) acts of malfeasance or misfeasance committed by Consultant which are prejudicial to the Town or Camp ANCHOR, or (vii) if Consultant is no longer directly providing the Town with the services specified herein.

5) Relationship of Parties

- a) The parties hereto expressly reaffirm and acknowledge that Consultant is not an employee of the Town. Instead, Consultant's relationship with the Town is that of independent contractor.
- b) Nothing in this Agreement shall be construed to constitute either party as a partner, employee, agent or joint venturer of the other; it being the intention that Consultant is and shall remain an independent contractor of the Town, and that each shall be responsible for the supervision and control of their operations, including without limitation supervising and controlling their own personnel, if any. In that regard, Consultant shall have no authority to act for, enter into commitments on behalf of or bind the Town to any contract or commitment of any kind or nature. Accordingly, Consultant shall have no right or authority to assume or create any obligation or liability, express or implied, on behalf of the Town or bind the Town to any contract, commitment or warranty (whether express or implied).
- c) Consultant shall be solely and exclusively liable and responsible for operating her business; scheduling its operations, and for making all required federal, state and local tax withholdings, deductions and insurance payments (including, without limitation, workman's compensation insurance and unemployment insurance). The Town is only concerned with obtaining the consulting services prescribed herein, the

manner and method of providing such services is entirely within the authority and control of Consultant.

- d) Subject to paragraphs 7(a) and 7(b), during the term of this Agreement, Consultant shall be free to perform consulting services for third parties provided the performance of such services does not violate any other provision of this Agreement and does not interfere with Consultant's performance of Consultant's obligations hereunder.

6. Confidential Information

- a) During the course of Consultant's engagement with the Town, there may be disclosed to Consultant certain Confidential Information. With respect to any and all Confidential Information, Consultant agrees as follows:

(i) not to reveal, report, publish, disclose or transfer Confidential Information to any Person or permit any Person to examine and/or make copies of any documents which contain or are derived from any Confidential Information;

(ii) not to use the Confidential Information: (x) for any purpose except as required in the course of Consultant's engagement with the Town and then only as permitted by the Town, (y) for Consultant's own use or benefit or the benefit of others, or (z) or otherwise use the Confidential Information in any way directly or indirectly detrimental to the Town or Camp ANCHOR;

(iii) not to copy any Confidential Information;

(iv) not to remove any Confidential Information from the premises of Camp ANCHOR., except as required in the course of Consultant's engagement with the Town and then only as permitted by the Town; and

(v) to hold the Confidential Information in the strictest confidence and to take all reasonable precautions to protect the Confidential Information.

- b) In the event that Consultant becomes legally compelled (by deposition, interrogatory, request for documents, subpoena, civil investigative demand or other similar process) to disclose any of the Confidential Information, Consultant shall provide the Town with prompt prior written notice of such requirement so that the Town may seek a protective order or other appropriate remedy and/or waive compliance with the terms of this Agreement. In the event that such protective order or other remedy is not obtained, or that the Town waives compliance with the provisions hereof, Consultant agrees to determine, together with the Town and each party's legal counsel, what disclosure of the Confidential Information shall be the minimum required to satisfy the legal duties of Consultant and/or any applicable employee of Consultant, and to furnish only the minimum portion of the Confidential Information legally required.

- c) Consultant agrees that she will promptly return to the Town any of the following in Consultant's possession within ten (10) days after the completion or termination of Consultant's engagement with the Town and, in addition, at any other time upon the request of the Town (i) all reports, manuals, the ANCHOR camper lists, documents, notes, work papers and other materials in Consultant's possession or under Consultant's control which may contain, be derived from or consist of Confidential Information.
- d) Consultant acknowledges and agrees that the Confidential Information is the sole and exclusive property of the Town and that Consultant has no right, title or interest therein.
- e) Consultant shall be responsible for enforcing the confidentiality of the Confidential Information, and agrees to take such action, legal or otherwise to the extent necessary to prevent any disclosure or unauthorized use of the Confidential Information by Consultant or any of its employees.

7. Representations and Warranties

- a) Consultant hereby represents and warrants that the execution of this Agreement and performance of Consultant's obligations hereunder will not violate any provision of any agreement to which Consultant is a party or any order, writ, injunction or decree or other restriction or obligation applicable to Consultant. Consultant further represents and warrants that it has no interest or obligations, nor during the term hereof will it acquire any interests or obligations, which conflict with or hamper its ability to perform as required hereby, it being understood and agreed by the parties that Consultant's provision of consulting services to other entities do not constitute a conflict with Consultant's duties hereunder, provided such activities do not interfere with the performance of Consultant's duties hereunder or violate the confidentiality or restrictive covenant provisions set forth herein.
- b) Consultant represents and warrants that it will perform any and all services hereunder in a professional and workmanlike manner and that all such work shall be free of material errors and defects in materials and workmanship, as applicable. Consultant shall immediately correct such error or defect at no additional cost to the Town. This remedy is in addition to any other remedies which the Town may have pursuant to this Agreement or otherwise. This warranty is in addition to any warranty which may be implied or imposed by operation of law.

8. Remedies

Consultant acknowledges and agrees that the Town has taken and is taking all reasonable steps to protect its legitimate interest in the Confidential Information. Consultant further acknowledges and agrees that the Confidential Information is proprietary to and a valuable, unique asset of the Town and that any disclosure or use thereof in violation of the provisions of this Agreement will cause irreparable harm and loss to

the Town. As such, Consultant acknowledges and agrees that money damages alone are not a sufficient remedy for any breach of this Agreement and the Town shall be entitled to commence an action for specific performance and/or injunctive relief as remedies for any such breach, and shall not be required, in any such action, to post any bond on account of any injunctive or preliminary relief sought. Such remedies shall not be deemed to be the exclusive right or remedies for a breach of this Agreement, but shall be in addition to all other rights and remedies available at law, in equity or otherwise to the Town, it being the intention that all such rights and remedies are cumulative and not exclusive.

9. Survival

Notwithstanding anything contained herein to the contrary, the provisions of this paragraph 9 and paragraphs 6, 7, and 10(c) shall remain in full force and effect indefinitely and shall survive the termination of this Agreement.

10. Miscellaneous

- a) **Entire Agreement** This Agreement, inclusive of Consultant's Proposal submitted to the Town on January 9, 2019, contains the entire agreement and understanding between the Town and Consultant relating to the subject matter hereof and supersedes all prior discussions, negotiations, agreements, promises, understandings, covenants, arrangements and communications between the Town and Consultant in connection herewith.
- b) **Written Modifications** This Agreement may not be modified or amended unless by an instrument in writing signed by the party or parties against whom enforcement is sought.
- c) **Governing Law** All questions pertaining to the validity, construction, execution and performance of this Agreement shall be construed and governed in accordance with the laws of the State of New York, without giving effect to the conflicts or choice of law provisions thereof.
- d) **Waiver** Any waiver of any of the provisions of this Agreement, or of any nonfulfillment of any of the obligations hereunder or contemplated hereby, shall not be effective unless made in writing and signed by the party against whom the enforcement of any such waiver is sought. A waiver given in any case shall only apply with respect to that particular act, omission or breach, and shall not be effective as to any further or subsequent act, omission or breach, regardless of whether they be of the same or similar nature.
- e) **Notices** All notice permitted, required or provided for by this Agreement shall be made in writing, and shall be deemed adequately delivered if delivered by hand or by the mailing of the notice by U.S. mail, prepaid certified or registered mail, return receipt requested, or by a nationally recognized overnight courier service that regularly maintains records of its pick-ups and deliveries, to the parties at their respective addresses set forth above or to any other address designated by a party hereto by written notice of such address change. Notices delivered personally shall be deemed given and received as of the date of actual receipt, notices given by U.S. mail shall be deemed

given when mailed and received two (2) days thereafter. Notices sent by overnight courier service shall be deemed given when delivered to the courier service and received one (1) day later.


- f) Assignment Consultant shall not have the right to assign any of her rights or delegate any of her obligations hereunder without prior written consent of the Town which consent may be withheld for any reason or no reason at all.
- g) Headings The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered all on the day and year first above written.

IN WITNESS WHEREOF, _____ has executed this Agreement the day and year first shown written and the TOWN OF HEMPSTEAD has executed this agreement the _____ day of _____ 2019.

TOWN OF HEMPSTEAD

By: _____
Laura A. Gillen
Supervisor



Mary Suzanne McKenna Clifford

Approved by:

Daniel Lino
Commissioner, Department of
Parks & Recreation

Date

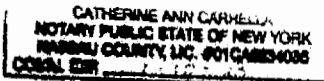
Form Approved by:

Town Attorney
Deputy Town Attorney

Date

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

ON THIS 17th DAY OF January 2019 , BEFORE ME PERSONALLY
CAME MARY SUZANNE MCKENNA CLIFFORD TO ME KNOWN AND KNOWN TO ME, WHO, BEING BY
ME DULY SWORN, DID DEPOSE AND SAY THAT SHE RESIDES AT 85 GERARD AVE. WEST
MALVERNE, NEW YORK, 11565 AND THAT SHE VOLUNTARILY EXECUTED THE WITHIN
AGREEMENT.



Catherine Ann Carrella
NOTARY PUBLIC, NASSAU COUNTY

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

ON THIS DAY OF 2019 , 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
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
INSTRUMENT AND THAT SHE KNOWS THE CORPORATE SEAL OF SAID CORPORATION; THAT
THE SEAL AFFIXED TO SAID INSTRUMENT IS SUCH CORPORATE SEAL; THAT IT WAS SO
AFFIXED BY ORDER OF THE TOWN BOARD OF THE TOWN OF HEMPSTEAD, NASSAU COUNTY,
NEW YORK AND THAT BY LIKE ORDER SHE THEREUNTO SIGNED HER NAME AND OFFICIAL
DESIGNATION.

NOTARY PUBLIC, NASSAU COUNTY

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE EXECUTION OF A BEACH VOLLEYBALL PROGRAMMING LICENSE AGREEMENT WITH SPORTIME CLUBS, LLC.

WHEREAS, the Town provides beach volleyball courts and other amenities in certain Town Parks for the enjoyment and recreation of Town residents; and

WHEREAS, the Town wishes to license certain beach volleyball courts at Point Lookout Town Park and at Seaman's Neck Park to an experienced operator that will provide beach volleyball programming to serve residents of the Town; and

WHEREAS, Sportime Clubs, LLC ("Sportime"), a New York limited liability company, with offices at 275 Old Indian Head Road, Kings Park, NY 11754, is such an experienced beach volleyball operator, currently operating thirteen facilities across New York State and enjoys longstanding relationships/partnerships with multiple municipalities, including the Town of East Hampton, the Village of Mamroneck, the Town of Eastchester and the City of New York; and

WHEREAS, the Department of Parks & Recreation and Sportime have negotiated the terms and conditions of a License Agreement for an initial term of one year, subject to the possibility of two one-year extensions, pursuant to which Sportime would conduct beach volleyball programming at Point Lookout Town Park and Seaman's Neck Park and would pay the Town the greater of 10% of gross sales or a minimum guaranteed license fee of \$15,000.00 for the first year of the License Agreement and if extended, \$16,500.00 for the second year and \$18,150.00 for the third year of the License Agreement; and

WHEREAS, the Commissioner of the Department of Parks & Recreation has reviewed the terms and conditions of the proposed License Agreement with Sportime, believes them to be fair and appropriate and recommends to this Town Board that the License Agreement be approved and entered into with Sportime.

NOW, THEREFORE, BE IT

RESOLVED, that the subject License Agreement with Sportime for the rendering of beach volleyball programming at Point Lookout Town Park and Seaman's Neck Park be and hereby is approved and that the Commissioner of the Department of Parks & Recreation be and hereby is authorized to execute same on behalf of the Town.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 4
Case # 30065

Copy

EXECUTIVE VERSION

LICENSE AGREEMENT

LICENSE AGREEMENT made as of this ___ day of _____, 2019, by and between the Town of Hempstead, (hereinafter the "Town") with offices at 200 Franklin St, Hempstead, New York 11550 and Sportime Clubs, LLC d/b/a/ Sportime (hereinafter "Licensee") a New York Limited Liability Corporation with offices at 275 Old Indian Head Road, P.O. Box 326, Kings Park, New York 11754 (hereinafter "License Agreement" or "Agreement").

WHEREAS, the Town provides beach volleyball courts and other amenities in certain Town parks for the enjoyment and recreation of Town residents; and

WHEREAS, the Town wishes to license certain beach volleyball courts at Point Lookout Beach and at Seaman's Neck Park (each a "Park", together the "Parks") (the "Premises") to an experienced operator that will provide beach volleyball programming to serve residents of the Town of Hempstead and others; and

WHEREAS, the Town reasonably believes that Licensee's qualifications and proposal are appropriate to the needs of the Town;

NOW, THEREFORE, it is **AGREED** that in consideration of the covenants and agreements contained herein which the parties acknowledge to be good and sufficient consideration, as follows:

1. **TERM:** This License Agreement shall become effective upon full execution by the parties hereto, shall commence on May 1, 2019 (the "Commencement Date") and shall terminate on August 31, 2019 ("License Year 1"), or on August 31, 2020 if the Town desires to extend this Agreement for a second outdoor season from May 1, 2020 through August 31, 2020 ("License Year 2"), or on August 31, 2021 if the Town desires to extend this agreement for a third outdoor season from May 1, 2021 through August 31, 2021 ("License Year 3") (individually and collectively, "License Year"), unless earlier terminated by the Town pursuant to the terms and conditions herein (the "Term"). The Commissioner of the Town's Department of Parks and Recreation may, at his/her sole discretion, and upon the agreement of Licensee, extend this Agreement to License Year 2 and to License Year 3 by providing notice thereof to the Licensee within ninety (90) days of the expiration of the then current License Year.
2. **NOT A LEASE:** It is expressly understood that no land, building, space, improvement, or equipment is leased by the Town to Licensee. During the Term, Licensee shall have the exclusive use of the Premises for the purpose herein provided, and shall have the exclusive right to occupy and to operate the Premises, subject to the terms and conditions of this License Agreement, and to continue in possession of the Premises, unless this License Agreement is earlier terminated by the Town pursuant to the terms and conditions herein.

3. **LICENSE FEE:**

(A) In each License Year during the Term (including License Year 2 and License Year 3 if applicable) there shall be a guaranteed license fee (hereinafter "Minimum Annual License Fee") as follows:

License Year 1	\$15,000.00
License Year 2 (if applicable)	\$16,500.00
License Year 3 (if applicable)	\$18,150.00

(B) Licensee shall pay the Minimum Annual License Fee in two (2) equal installments, the first payable on May 1 and the second on July 1, of each License Year.

(C) If 10% of Gross Sales during any License Year (the "Gross Fee Calculation") is greater than the Minimum Annual License Fee for that License Year, Licensee shall pay the Town the difference between the Gross Fee Calculation and the Minimum Annual License Fee (the "Additional License Fee" and together with the Minimum Annual License Fee, the "License Fees"). The Additional License Fee, if any, shall be paid within sixty (60) days of the final day of each License Year, accompanied by a financial statement, as required by Section 12(C) below.

(E) For the purpose of this License Agreement, "Gross Sales" shall mean all revenue of whatever nature or kind derived from the operation of the Premises by Licensee, less any refunds, including, but not limited to, fees for use of any portion of the Premises whether such fees are charged hourly, daily, weekly, monthly or otherwise, and sales of all merchandise, sporting goods, food, beverages or any other items. For the purpose of this License Agreement, Gross Sales shall be limited to Licensee's operation of the Premises only, including sales generated over the internet, telephone and/or other off-site technology only to the extent they relate directly to the operation of the Premises and shall not be construed to include any sales generated by Licensee at Licensee's other sites or by Licensee's off-site subsidiaries,

(F) All payments to be made herein shall be made in the then legal currency of the United States.

4. **USE OF PREMISES:** Licensee may use, occupy and operate the Premises in a manner reasonably consistent with other similar Town park facilities, subject to the reasonable approval of the Commissioner, and as otherwise provided in this License Agreement. In no event shall Licensee sell, offer for sale, distribute or expressly consent to the consumption of any alcohol or tobacco items at the Premises. Licensee shall not use, occupy and operate and/or permit the Premises or any part thereof, for any unlawful business, use or purpose, nor for any business deemed disreputable or extra hazardous, nor for any purpose or in any manner which is in violation of any present or future governmental laws or regulations. Licensee shall indemnify the Town against all cost, expenses, liabilities, losses, damages, injunctions, suits, fines, penalties, claims and demands, including reasonable attorneys' fees, arising out of any violation or default therefrom.

5. **INDEMNIFICATION:** To the maximum extent permitted by law, Licensee shall indemnify, defend and save the Town and/or its agents, officials, officers, volunteers performing authorized tasks and employees, and/or any of their assigns (collectively, the "Town's Indemnitees") harmless of, from and against any and all losses, costs, expenses and liabilities, claims, suits, actions, judgments, injury to person or property, of whatsoever kind and nature, whether direct, or indirect or arising out of or relative to Licensee's operation of the premises including, without limitation, reasonable legal fees and disbursements, that the Town's Indemnitees may sustain, suffer or incur as a result of and to the extent of the Licensee's breach of any material term of this License Agreement or Licensee's negligence in connection with the operation of the Premises.

To the maximum extent permitted by law, the Town shall indemnify, defend and save the Licensee and/or its agents, officials, officers, members, partners, volunteers performing authorized tasks, and employees, and/or any of its assigns (collectively "Licensee's Indemnitees") harmless of, from and against any all claims, suits, actions, judgments, losses, costs, expenses and liabilities, injury to person or property, of whatsoever kind and nature, whether direct or indirect, or arising out of or relative to the Town's ownership of the Premises including without limitation, reasonable legal fees and disbursements that the Licensee's Indemnitees may sustain, suffer or incur as a result of the Town's breach of any material term of this License Agreement or Town's negligence in connection with its ownership of the premises.

6. **NON-DISCRIMINATION:**

At all times during the performance of its obligations under this Agreement, Licensee shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, age, disability, gender identity or marital status, and shall undertake or continue existing programs of affirmative action to ensure that minority group persons and women are afforded equal opportunity without discrimination.

7. **OPERATION AND MANAGEMENT:**

(A) Licensee will operate the Premises to provide beach volleyball programming to youth and adults at the Parks, as well as special events as set forth in Exhibit "A".

(B) Licensee shall adhere to the fee schedule set forth in Exhibit A annexed hereto and made a part of this License Agreement. Licensee may increase fees by greater than five percent (5%) per License Year only with the prior written approval of the Town.

(C) Licensee shall provide all equipment required to provide the programming and services set forth in Exhibit A, including volleyballs, court lines and teaching aids. In addition, Licensee shall provide and coordinate any advertising, media or printed materials necessary for the promotion of Licensee's programs at the Premises, which marketing materials shall be reviewed by the Town for approval, such approval not to be unreasonably withheld, conditioned or delayed.

(D) Licensee shall staff the premises at all times with staff appropriate in number and experience to provide professional service to those who use the Premises and shall have professional volleyball coaches and other instructors on-site to meet customer demand. The Town shall be provided with a telephone number at which a responsible individual can be contacted in an emergency. All staff of the Licensee will be required to go through a New York State approved background check.

(E) During the Term, the Town shall grant Licensee exclusive use of the beach volleyball courts at the Parks as follows:

- i. Point Lookout Beach: eight to ten (8-10) courts, Monday through Friday, 5:00pm to 8:30pm.
- ii. Seaman's Neck Park: two (2) courts, two weekday evenings per week (to be determined), 5:00-8:00pm.

If Licensee determines that there is demand for additional programming of courts at either Park during the Term, Licensee shall request written approval for same from the Town.

8. **MAINTENANCE:**

The Town shall be solely responsible for maintaining the Premises and all structures, playing surfaces and equipment, other than that provided by Licensee, in good condition (ordinary wear and tear excepted), which is clean, safe and usable for their intended purposes, during the entire Term of this License Agreement. The foregoing notwithstanding, Licensee shall make its best efforts to report any needed maintenance or repair issues relating to the Premises to the Town and shall assist the Town with minor maintenance of the courts, as may be needed seasonally or more often, including putting up nets and cleaning courts. Notwithstanding the foregoing, the Licensee shall ensure that the courts as well as their immediate surrounding area are fully cleaned immediately following the conclusion of each use of the courts by Licensee.

9. **CONTROL OF CONDUCT:** Licensee agrees to take all appropriate measures to remove from the Premises individuals who conduct themselves in a manner that is dangerous or unduly disturbing to others. Licensee shall refrain from conducting any business or activity which is dangerous or unduly disturbing to others. Licensee shall refrain from conducting any business or activity which is not legal on the Premises and any illegal use of the Premises is hereby prohibited.

10. **BOOKS AND RECORDS:**

(A) Licensee shall keep the following books and records for purposes of inspection by the Town at reasonable times and upon notice in writing of said request to inspect. Any information which is computerized may be supplied in electronic format:

- i) Account books;
- ii) Gross Sales statements;

- iii) Contracts for programming;
- iv) Daily sheets for court utilization.

(B) Licensee shall furnish the Town with a statement of Gross Sales within thirty (30) days after the close of each month of each Season, reflecting Gross Sales for that month.

(C) At its own cost and expense, Licensee shall provide the Town with a statement of Gross Sales, within sixty (60) days of the end of each Season of the Term.

(D) Licensee shall furnish a copy of any contracts for programs, daily sheets for court utilization and any other daily sheets for use of the Premises within five (5) business days of a request by the Town. All other books and records shall be provided within ten (10) business days of any written request.

(F) The foregoing books and records are to be provided in such detail as to furnish and identify the financial information necessary to inspect and verify the activities and operations conducted by the Licensee at the Premises.

11. **EXCLUSIVE LICENSE:** Subject to Section "12" hereof, the license granted herein is exclusive to Licensee, and Licensee specifically agrees not to let or grant any other party the use of the Premises for the same or any other business, nor shall the Town grant any other party a license or any other right to operate similar volleyball program at the Parks. The foregoing notwithstanding, the Town understands and agrees that certain volleyball programs may be run in conjunction other volleyball clubs, in which cases only the fees received by Licensee from such other clubs will be included in Gross Sales.

12. **NO ASSIGNMENT:** This License is personal to Licensee and Licensee may not assign this License to any other person, firm, partnership or corporation, without the approval of the Town. The foregoing notwithstanding, Licensee may, upon ninety (90) days notice to the Town, assign this agreement to an affiliated entity in which Licensee continues to hold a majority interest or which is owned by at least a majority of the equity owners of Licensee, provided any such affiliated entity has a net worth at least equal to the net worth of Licensee. Upon demonstration that such affiliated entity has a net worth at least equal to the net worth of the Licensee, the Town, subject to a satisfactory conflicts of interest review, shall approve such assignment provided the affiliated entity agrees in writing to the terms of this License Agreement.

13. **DEFAULT:**

(A) If there is an Event of Default, the non-defaulting party (the Non-defaulting Party") may serve the other party (the "Defaulting Party") with a notice of default ("Notice of Default") outlining in reasonable detail the basis of the default. The Defaulting Party shall have five (5)) days from receipt of the Notice of Default in which to cure a monetary default and ten (10) days from receipt of the Notice of Default to cure a non-monetary default. In the event a non-monetary default is not susceptible to cure within

such ten (10) day cure period, the Defaulting Party must so notify the Non-defaulting Party in writing and diligently commence to cure such default within such ten (10) day notice period and to diligently complete such cure within no more than ten (10) additional days.

(B) In the event the Defaulting Party believes that, in the case of a Notice of Default for a non-monetary default, that the Defaulting Party is not actually in default, then in that event the Defaulting Party shall have ten (10) days from the date of receipt of such Notice of Default to inform the Non-defaulting Party, in writing, of its objection to such Notice of Default and the grounds for such objection. In such case the parties shall, during the fifteen (15) days following notice of objection from the Defaulting Party attempt to informally resolve their dispute (hereinafter "the Informal Dispute Resolution Period"). If the parties cannot resolve their dispute within said fifteen (15) days, then one of the parties may submit such dispute to arbitration as provided in Section "25" hereof.

(C) Upon an Event of Default which is not cured within the cure periods provided in this Section "13", the Non-defaulting Party, in addition to any other rights and remedies afforded by law to the Non-defaulting Party, the Non-defaulting Party may terminate this Agreement upon notice to the Defaulting Party.

14. EVENTS OF DEFAULT: The following shall constitute Events of Default under this Agreement:

(A) if default be made by Licensee in the performance or compliance with any of the material covenants, agreements, terms or conditions of this Agreement and such default shall continue beyond the applicable notice period provided for in Section 13 of this License Agreement; or

(B) if at any time during the term hereof there shall be filed by Licensee in any court pursuant to any statute, either in the United States or any State, a petition in bankruptcy or insolvency, or for reorganization, or for the appointment of a receiver or trustee of all or a portion of Licensee's property, or if Licensee makes an assignment for the benefit of creditors; or

(C) if at any time during the term of this Agreement there shall be filed against Licensee in any court pursuant to any statute, either in the United States or any State, a petition in bankruptcy or insolvency, or for reorganization, or for the appointment of a receiver or trustee of all or a portion of Licensee's property, and if Licensee shall fail to immediately seek dismissal of such proceeding, or if within sixty (60) days after the commencement of any such proceeding against Licensee the same shall not have been dismissed; or

(D) if at any time during the term of this Agreement the Licensee or any of its officers, directors, shareholders, employees, members or partners, as the case may be, becomes convicted of a felony or commits an act of moral turpitude it shall be grounds for immediate termination of this Agreement by the Town.

15. **NO JOINT VENTURE:** It is specifically understood by and between the parties hereto that this Agreement does not constitute a joint venture.
16. **UTILITIES:** The Town shall be solely responsible for the cost of any and all utilities at the Premises.
17. **NOTICES:** All notices and other communications required or permitted pursuant to this Agreement, shall be received in writing by certified mail, return receipt requested, or by a nationally recognized overnight courier service, at the addresses first above written with copies to (i) Philip Brookmeyer, Counsel to Commissioner, Dept. of Parks & Recreation, 200 No. Franklin Street, Hempstead, NY 11550-1390 and (ii) Bennett I Schlansky, Esq., 1 Randall's Island, New York, NY 10035 with a copy to Claude Okin, P.O. Box 778/320 Abrahams Path, Amagansett, NY 11930 or such other address as any of the parties may designate in writing.
18. **TAXES:** Licensee shall be responsible for paying all sales, income (other than on License Fees) and other taxes due and owing as a result of the operations at the Premises. Notwithstanding the forgoing, the Licensee shall not be assessed any real estate taxes and is not responsible for the payment of any real estate taxes.
19. **NO ASSIGNMENT OR LIENS:** Licensee shall not grant or permit any lien to be placed upon the Premises. In the event a lien is placed upon the Premises, Licensee shall, within ten (10) days of the placement of such lien, satisfy or bond the lien in an amount equal to the amount claimed in such lien.
20. **SIGNS:** All signs erected at the Premises shall be approved by the Town in writing before being installed. Subject to such approval, the Licensee shall be permitted to erect at least one sign at each of the premises at each of the Parks. Such signs may identify the Licensee and include a logo, but shall not include the website and/or phone number of the Licensee.
21. **PARKING:** Parking for the Premises shall be permitted in the lots serving the Parks. Parking will be provided at no fee to participants after 5:00pm on weekday evenings. Licensee's staff will be permitted to park at no fee prior to 5:00pm for the purposes of facility preparation prior to the start of evening programs.
22. **INSURANCE:** Licensee shall, at all times, comply with the Insurance Requirements set forth in Exhibit "B".
23. **ARBITRATION:** In the event of a dispute between the parties over any terms or conditions of this Agreement, where there is not otherwise a provision for resolution of such dispute contained herein, such dispute shall be resolved by a single arbitrator of the American Arbitration Association ("AAA"), in accordance with the AAA rules then in effect. Such arbitration shall be requested within ninety (90) days of written notice of any dispute and upon the making of a request for arbitration by either party all actions or proceedings over

the subject matter to be arbitrated shall be stayed. In the event of arbitration, the parties shall share equally the arbitrator's fees. The decision of the arbitrator shall be final and binding upon the parties and may be entered in any court of competent jurisdiction.

24. **NO REPRESENTATIONS:** Licensee acknowledges that it has made its own investigation of the condition and suitability of the Premises for the operations and that it has not relied upon any representations of the Town as to the fitness thereof. Notwithstanding the above, the Town represents that the Premises will be delivered to Licensee in functional, safe and broom clean condition.

25. **REPRESENTATIONS:**

(A) Licensee's Representations: As a material inducement to the grant by the Town of the license contemplated hereby, Licensee hereby represents and warrants to the Town as follows:

- (i) Licensee is duly organized and validly existing under the laws of the State of New York.
- (ii) that the execution and delivery of this Agreement by the Licensee have been duly and validly approved by action of the Managing Member of the Licensee, and
- (iii) that the performance by the Licensee of its obligations under this Agreement will not contravene any agreement as to which the Licensee is a party.

(B) Representations by the Town:

- (i) The Town has duly authorized entry into this Agreement and performance by the Town of its obligations hereunder.

26. **MISCELLANEOUS:**

(A) Licensee shall not occupy or use the Premises, nor permit the Premises to be used, while Licensee is operating and occupying it, for any business deemed extra hazardous on account of fire or otherwise.

(B) At the end of Term or sooner expiration of this Agreement, Licensee will quit and surrender the Premises hereby licensed, in the same state and condition as it received such Premises, as reasonable use and wear thereof will permit, damages by the elements excepted, and may remove only inventory and personal property.

(C) The failure of either party to insist upon strict performance of any of the terms, conditions and covenants herein, shall not be deemed a waiver of any rights or remedies of such party, and shall not be deemed a waiver of any subsequent breach or default in terms, conditions and covenants herein contained.

(D) This Agreement may be signed in one or more counterparts (or with counterpart

signature pages) which, taken together, shall constitute a fully executed Agreement and shall be considered a single document.

(E) If any date on which a time period scheduled to expire herein is a Saturday, Sunday or holiday, the subject date shall be extended to the next business day.

(F) This Agreement has been drafted by counsel for both parties, and accordingly, any ambiguities contained herein shall not be interpreted in favor of or against either party based upon a claim as to the party who drafted the language.

(G) The parties hereto acknowledge and agree that Licensee operates tennis, sports and fitness clubs and facilities across the State of New York, including in the County of Nassau; parties further acknowledge that such facilities may, in a fair and open manner, compete with Licensee's operation of the Premises, or with other private and public tennis, sports or fitness facilities. The Town further acknowledges and agrees that Licensee's operation of such facilities, whether such facilities are currently owned and/or operated by Licensee, or if such facilities are acquired by Licensee during the Term of this License Agreement, shall not be considered a conflict of interest with respect to Licensee's obligations under this License Agreement.

27. **ENTIRE AGREEMENT:** This License constitutes the whole of the agreement between the parties hereto, and no other representation made heretofore shall be binding upon such parties.
28. **MODIFICATION OF AGREEMENT:** This License may be modified or amended from time to time by agreement in writing, but no modification or amendment of this License shall take effect until such modification or amendment has been memorialized in writing and has been duly executed by the parties.
29. **SEVERABILITY:** If any term or provision of this License or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this License, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this License shall be valid and enforceable to the fullest extent allowed by law.
30. **GOVERNING LAW:** All questions pertaining to the validity, construction, execution and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the conflicts or choice of law provisions thereof.

IN WITNESS WHEREOF, the parties hereto have signed their names on the date first written above.

TOWN OF HEMPSTEAD

By: _____

Authorized Signatory

Name:

Title:

SPORTIME CLUBS, LLC

By: _____

Claude Okin, President and CEO

LIST OF ATTACHMENTS TO LICENSE AGREEMENT

SCHEDULE "A"

THE PREMISES

EXHIBIT "A"

PROGRAMS AND PRICING

EXHIBIT "B"

INSURANCE REQUIREMENTS

SCHEDULE "A"

THE PREMISES

The Town of Hempstead owns and operates numerous park facilities including, without limitation, the following: (i) Seaman's Neck Park located at 2700 Seaman's Neck Road, Seaford, NY 11783; and (ii) Point Lookout Town Park located at 1300 Lido Blvd., Point Lookout, NY 11569. Seaman's Neck Park currently has two (2) beach volleyball courts; and Point Lookout Town Park has a designated area for beach volleyball which can readily be configured into one or more beach volleyball courts.

EXHIBIT "A"

PROGRAMS AND PRICING

***The programs outlined below are comprised of a menu of options that will be offered. The programs that actually take place will be based upon demand.**

Season: The beach volleyball season will be defined as the day after Memorial Day through August 31st.

Point Lookout Beach: Monday through Friday / 5:00pm-8:00pm

1. Youth Instructional Clinics for boys and girls ages 6-16
2. Adult Instructional Clinics for adults of all ages and ability levels
3. VBC Beach Club - High level doubles training for young athletes, ages 11-18
4. Adult Beach Volleyball Leagues - May be run in conjunction with East End Volleyball
5. Junior Beach Volleyball Leagues - 6v6 and 4v4 formats for boys and girls, ages 12-18
6. Special Events including Parent/Child Tournaments, Specialty Skill Clinics, and more

Seaman's Neck Park: 2-3 Weekday Evenings per week / 5:00pm-8:00pm

1. Youth Instructional Clinics for boys and girls ages 6-16
2. Adult Instructional Clinics for adults of all ages and ability levels
3. VBC Beach Club - High level doubles training for young athletes, ages 11-18
4. Adult Beach Volleyball Leagues - May be run in conjunction with East End Volleyball
5. Junior Beach Volleyball Leagues - 6v6 and 4v4 formats for boys and girls, ages 12-18

Special Events

In addition to offering instructional and competitive programs, Sportime proposes to host certain co-branded events with the TOH, dates and additional details to be determined:

- Family Volleyball Day at Point Lookout Beach
- Potential Beach Volleyball Clinic facilitated by current Professional Beach Volleyball Players.

Proposed Program Fees: (Town of Hempstead residents will receive discounted pricing on all programs)

1. Instructional Clinics: 8-week sessions, Non-resident \$265 / T.O.H. Residents \$215
2. VBC Beach Club: 10-week session, Non-resident \$625 / T.O.H. Residents \$575 (specialized program- invite only).
3. Junior Beach Leagues: 10-week sessions: Non-resident \$225 / T.O.H. Resident \$175

4. Adult Beach Leagues: *Pricing and T.O.H. discounts to be determined.
5. Special Events: All special events will be available to T.O.H. residents at a 20% discount.

EXHIBIT B

INSURANCE

On or before the date of execution of this Agreement, the Licensee, at its own cost and expense, shall provide the Commissioner with the following insurance documents naming the Licensor as "additional insured:"

- A. Commercial General Liability Insurance including contractual coverage, in an amount not less than two million dollars (\$2,000,000/\$3,000,000) combined limit for bodily injury and property damage per occurrence.
- B. Automobile Liability Insurance (if any vehicles are used in the performance of this Agreement) in an amount not less than five hundred thousand dollars (\$500,000) combined single limit for bodily injury and property damage per occurrence.
- C. Worker's Compensation and Employer's Liability Insurance in compliance with all applicable New York State laws and regulations. In accordance with General Municipal Law Sec. 108, this Agreement shall be void and of no effect unless the Licensee shall provide and maintain coverage during the term of this Agreement for the benefit of such employees as are required to be covered by the provisions of the Worker's Compensation Law.
- D. Corporate Excess Liability (Umbrella) in the amount of five million dollars (\$5,000,000.)

Licensee may if it so desires maintain fire and theft insurance in the amount equal to the value of the fixtures, merchandise, and equipment which are located therein as determined by the Licensee's insurance carrier and acceptable to the Licensor. It is expressly understood that the Licensor shall not be responsible for any losses that the Licensee may sustain as a result from fire, theft, or for any other reason not here stated.

All Policies providing coverage shall be issued by insurance companies acceptable to the Licensor. Licensee shall furnish to the Licensor certificates of insurance or, on request, original policies, and evidencing compliance with the aforesaid insurance requirements. In the case of commercial general liability insurance (and of any automobile liability insurance), said certificates shall name the Town as an "additional insured." All such certificates or other evidence of insurance shall provide for the Town of Hempstead to be notified in writing thirty days (30) days prior to any cancellation, non-renewal or material change. Such certificates, policies and notices shall be mailed to the Department at its address specified this Agreement or at such other address of which the Licensor shall give the Licensee notice in writing. All policies are to be written with insurance company that is regulated by the State of New York's Insurance Department and it's acceptable to the Commissioner. Licensee shall not reduce the stated value of any required insurance guarantees without the express written authorization of the Commissioner.

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

Sylvia A. Cabana
Town Clerk

DONALD X. CLAVIN, JR.
Receiver of Taxes

Daniel Lino
Commissioner

Town of Hempstead Department of Parks & Recreation

200 NORTH FRANKLIN STREET, HEMPSTEAD, N.Y. 11550-1390
(516) 292-9000 FAX# (516) 292-6024



Laura A. Gillen
Supervisor

Contractors / Vendors Public Disclosure Statement

1. Contractors / Vendors Name Sportime Clubs, LLC
Address 275 Old Indian Head Road
City and State Kings Park, NY Zip Code 11754

2. Contracting Department's Name _____
Address SAME AS ABOVE

3. Payee Identification or Social Security No. [REDACTED]

4. Type of Business: _____ Corporation Partnership Limited Liability Company

5. Table of Organization. List Names and Addresses of all principals; that is, all individuals Serving on the Board of Directors or comparable body, names and addresses of all partners, names and addresses of all corporate officers.

NO BOARD
CLAUDE OKIN, PRESIDENT AND CHIEF EXECUTIVE OFFICER
311 MAIN ST. AMAGANSETT, NY 11936
BENNETT I. SCHLANSKY, VICE-PRESIDENT AND CHIEF LEGAL OFFICER
194 32nd St., Brooklyn, NY 11232

6. List all names and addresses of those individual shareholders holding more than five percent (5%) interest in the firm including the specific % of ownership interest.

20% Island Tennis, Inc., corporate Managing Member (solely owned & controlled by Claude Okin)
27.19% Peter ~~Flaherty~~ Flaherty, 130 East 95th St., New York, NY 10128 ^{SEE ADDRESS ABOVE}
16.61% Green Mountain Holdings, Inc. (Robert Botjer, President & sole shareholder)
719 Converse Bay Road, Charlotte, VT 05445

7. Signature [Signature]

Title Vice-President Date 1/16/19

9.20% Margo Alexander 15 East 26th St, New York, NY 10010
6.85% Wente B. Thoman 180 East 95th St, New York, NY 10128
5.50% Wmrop Chamberlin 421 Hudson St, New York, NY 10014

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution

and moved its adoption:

RESOLUTION GRANTING PERMISSION TO THE GIRL SCOUTS OF NASSAU COUNTY, BALDWIN ASSOCIATION TROOP #2036 TO USE TOWN OF HEMPSTEAD PARKING FIELD BA-11, BALDWIN, NEW YORK FOR THE PURPOSE OF HOLDING TWO EVENTS FOR THE SALE OF COOKIES ON FEBRUARY 9, 2019 AND MARCH 16, 2019.

WHEREAS, the Girl Scouts of Nassau County, Baldwin Association Troop #2036, c/o Cynthia Gordon Baker, Co-Leader, GSNC Troop 2036, [REDACTED], New York 11510 has requested to use Town of Hempstead Parking Field BA-11, Baldwin, New York for the purpose of holding two events for the sale of cookies on February 9, 2019 and March 16, 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 Girl Scouts of Nassau County, Baldwin Association Troop #2036, c/o Cynthia Gordon Baker, Co-Leader, GSNC Troop 2036, 1558 Victoria Street, Baldwin, New York 11510 to use Town of Hempstead Parking Field BA-11, Baldwin, New York for the purpose of holding two events for the sale of cookies on February 9, 2019 and March 16, 2019; and be it further

RESOLVED, that in conducting these activities, the Girl Scouts of Nassau County, Baldwin Association Troop #2036 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 # 5

Case # 20915

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution

and moved its adoption:

RESOLUTION GRANTING PERMISSION TO THE GIRL SCOUTS OF NASSAU COUNTY, INC. TO USE TOWN OF HEMPSTEAD PARKING FIELD BA-13, BALDWIN, NEW YORK FOR THE PURPOSE OF HOLDING AN EVENT FOR DISTRIBUTION OF COOKIES ON FEBRUARY 2, 2019.

WHEREAS, the Girl Scouts of Nassau County, Inc. c/o Tricia Keskinen, 670 New York Avenue, Baldwin, New York 11510 has requested to use Town of Hempstead Parking Field BA-13, Baldwin, New York for the purpose of holding an event for distribution of cookies on February 2, 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 Girl Scouts of Nassau County, Inc., c/o Tricia Keskinen, 670 New York Avenue, Baldwin, New York 11510 to use Town of Hempstead Parking Field BA-13, Baldwin, New York for the purpose of holding an event for distribution of cookies on February 2, 2019; and be it further

RESOLVED, that in conducting this activity, the Girl Scouts of Nassau County, Inc. 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 #

5

Case #

20915

Case No.

Resolution No.

Adopted

offered the following resolution and moved its adoption as follows:

RESOLUTION AUTHORIZING THE TOWN OF HEMPSTEAD TO
ACCEPT A DONATION IN THE AMOUNT OF \$80.00 FROM KATHLEEN
BRAILE MARTINES

WHEREAS, Kathleen Braile Martines, an individual residing at [REDACTED]
[REDACTED], Rockville Centre, N.Y., 11570 wishes to donate the sum of \$80.00 to
the purpose of having said funds used for beautification of Coes Neck Park; and

WHEREAS, the Town desires to accept the \$80.00 donation for the purpose
of the beautification of Coes Neck Park.

NOW, THEREFORE, BE IT

RESOLVED, that the Town of Hempstead hereby agrees to accept the
\$80.00 donation from Kathleen Braile Martines for the express purpose of
contributing to the funding of the beautification of Coes Neck Park; and

BE IT FURTHER

RESOLVED, that the Town Comptroller be and hereby is authorized to
deposit the \$80.00 donation from Ms. Martines into Special District Account
(410-007-0410-2705)

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 6

Case # 21943

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE OFFICE OF THE TOWN ATTORNEY TO SETTLE THE CLAIM OF EMIL WANEES IN THE AMOUNT OF \$25,000.00.

WHEREAS, Emil Wanees, by his attorneys, Mallilo & Grossman, Esqs. with offices in Flushing, New York, made a claim against the Town of Hempstead for personal injuries Emil Wanees sustained when the 2000 Mercedes Benz motor vehicle was in a collision with a Town of Hempstead Department of Sanitation truck on Wantagh Avenue at Lynn Lane in Wantagh, New York on December 23, 2015; 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 Emil Wanees to recover for personal injuries sustained by Emil Wanees as a result of said accident; and

WHEREAS, at Court Conference prior to trial in the Supreme Court of Nassau County, a proposal was made between Mallilo & Grossman, Esq., attorneys for Emil Wanees, and the Town of Hempstead trial counsel to settle the personal injury claim of Emil Wanees in the amount of \$25,000.00; and

WHEREAS, Mallilo & Grossman, Esqs., attorneys for Emil Wanees, have forwarded a stipulation discontinuing action and an 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 settlement be approved in the best interest of the Town of Hempstead;

NOW, THEREOFRE, BE IT

RESOLVED, that the Office of the Town Attorney is authorized to settle the personal injury claim of Emil Wanees regarding an accident occurring on December 23, 2015 in the amount of \$25,000.00, said amount to be paid out of Sanitation Operating Fund Tort Liability Account.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

7

Case #

10889

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING THE AWARD OF
TOH CONTRACT#: 66-2018 FOR
EVALUATION AND INVENTORY OF THE
TOWN BUILDING DEPARTMENT.**

WHEREAS, the Town of Hempstead (the "Town") is seeking an independent and qualified consultant to conduct an operational assessment of the Town's Building Department and make recommendations for improvement (the "Services"); and

WHEREAS, the Division of Purchasing, on behalf of the Town, solicited proposals for TOH Contract#: 66-2018, Evaluation and Inventory of the Town Building Department; and

WHEREAS, proposals were received and opened on June 1, 2018, and subsequently clarified as noted, whereby the following companies submitted the listed proposals:

<u>Name & Address of Proposers</u>	<u>Fee Amount</u>
1) Capital Markets Advisors, LLC 11 Grace Avenue, Suite 308 Great Neck, NY 11021	\$30,000 plus disbursements for objectives 1-11 in scope of work *(Deemed non-responsive to RFP)
2) FTI Consulting, Inc. 3 Times Square, 9 th Floor New York, NY 10036	\$155,000 for objectives 1-9, and 11 in scope of work \$70/hr to \$275/hr for objective 10 **(These amounts were clarified in a submission dated August 1, 2018)
3) Institute for Building Technology & Safety (ITBS) 45207 Research Place Ashburn, VA 20147	\$39,389 for objectives 1-9, and 11 in scope of work \$110/hr for objective 10

; and

WHEREAS, following an evaluation of the aforementioned proposals it has been determined that the proposal received by FTI Consulting, Inc., 3 Times Square, 9th Floor, New York, NY 10036 best meets the Town's needs; and

WHEREAS, the Town Board has determined that it is in the best interest of the Town to award the contract to FTI Consulting, Inc. for the Services.

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board hereby awards TOH Contract#: 66-2018, Evaluation and Inventory of the Town Building Department to FTI Consulting, Inc., 3 Times Square, 9th Floor, New York, NY 10036; and be it further

RESOLVED, that the Town Supervisor is hereby authorized to execute an agreement, and take any related action, with FTI Consulting, Inc. for the Services described within TOH Contract#: 66-2018 related to the Evaluation and Inventory of the Town Building Department in an amount not to exceed \$155,000.; and be it further

RESOLVED, that the Comptroller is hereby authorized and directed to make payment of the monies due and owing in conjunction with the agreement, out of Account No. 030-002-3620-4151. item # 8

Case # 29927

The foregoing was adopted upon roll call as follows:

AYES: ()

NOES: ()

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE TOWN OF HEMPSTEAD TO WAIVE THE ADOPTION FEES ON SHELTER DOGS AND CATS FOR THE "TAILS OF LOVE" SHELTER ADOPTION EVENT TO BE HELD ON SATURDAY AND SUNDAY FEBRUARY 16 AND 17, 2019.

WHEREAS, the Town of Hempstead (the "Town") owns and operates a municipal animal shelter located in Wantagh, New York; and

WHEREAS, the Town continuously wishes to encourage the adoption of shelter dogs and cats; and

WHEREAS, the Town intends on waiving the adoption fees on shelter dogs and cats on Saturday and Sunday, February 16 and 17, 2019 during the "Tails of Love" adoption event; and

WHEREAS, the Town Board finds it is in the best interest of the Town to waive the adoption fees for dogs and cats at the shelter during the "Tails of Love" adoption event.

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board hereby waives the adoption fees for dogs and cats adopted from the Town of Hempstead Animal Shelter during the "Tails of Love" adoption event to be held on February 16 and 17, 2019.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

9

Case #

21646

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution

And moved its adoption :

RESOLUTION AMENDING THE FEE SCHEDULE FOR THE TOWN OF HEMPSTEAD ANIMAL SHELTER.

WHEREAS, the Town of Hempstead Animal Shelter provides comprehensive services for the animals in its care, including but not limited to: inoculations, medical treatment, and micro-chipping; and

WHEREAS, the Town of Hempstead has heretofore established a fee schedule for use at the Town's Animal Shelter; and

WHEREAS, the Town Board wishes to amend the fee schedule.

NOW, THEREFORE, BE IT

RESOLVED, that the fee schedule used by the Animal Shelter is hereby amended as follows:

<u>Service</u>	<u>Current Fee</u>	<u>New Fee</u>
License: <ul style="list-style-type: none"> • Altered animal (plus \$1 NYS Mandatory Surcharge* • Unaltered animal (plus \$3 NYS Mandatory Surcharge* <p>*Includes free microchipping</p>	\$10 \$15	\$10 \$15
Adoption: <ul style="list-style-type: none"> • Dog • Pit Bull • Cat 	\$85 \$25 \$80	\$25 \$25 \$25
Redemption: <u>First Redemption</u> <ul style="list-style-type: none"> • Altered • Intact <u>Second Redemption</u> <ul style="list-style-type: none"> • Altered • Intact <u>Third Redemption</u> <ul style="list-style-type: none"> • Altered • Intact 	\$25 \$75 \$50 \$150 \$75 \$300	\$25 \$75 \$50 \$150 \$75 \$300
[Micro-chip]	[\$25]	Category suspended during free microchipping program
Rabies Vaccination	\$25	\$25

Item # 10

Case # 21646

Surrender	\$60	\$150
Pick-up	\$60	\$75
[Euthanasia: Owner Surrender]	[\$275]	Remove category

; and be it further

RESOLVED, that any fee established for use in the Animal Shelter that is not included in the above schedule shall remain in full force and effect.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE COMMISSIONER OF THE TOWN OF HEMPSTEAD DEPARTMENT OF WATER TO EXECUTE A SOFTWARE SUPPORT AND SERVICES CONTRACT WITH EMERSON PROCESS MANAGEMENT POWER & WATER SOLUTIONS, INC. FOR THE DEPARTMENT OF WATER'S SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) AND SECURITY SYSTEM.

WHEREAS, the Town of Hempstead Department of Water is now using a SCADA and Security System designed and implemented by Emerson Process Management Power & Water Solutions, Inc.; and

WHEREAS, this SCADA and Security System monitors and controls the Department's Water System; and

WHEREAS, Emerson Process Management Power & Water Solutions, Inc. in a proposal dated November 23, 2018 has offered to provide Software Support Services for the Department's SCADA and Security System for a yearly charge of \$14,994.00 for the period January 1, 2019 through December 31, 2019; and

WHEREAS, Emerson Process Management Power & Water Solutions, Inc. in their proposal has also agreed to provide Open Enterprise and ControlWave Application/Support Services at a standard time rate of \$161.00 per hour, an overtime rate of \$303.00 per hour and a Sunday & Holiday rate of \$377.00 per hour. Travel time will be charged additionally at an hourly rate of \$131.00 and mileage at a rate of \$0.61 per mile. Expenses will be charged at cost plus 10%; and

WHEREAS, the Commissioner of the Town of Hempstead Department of Water deems said proposal to be fair and reasonable and in the public interest.

NOW, THEREFORE, BE IT

RESOLVED, that the Commissioner of the Town of Hempstead Department of Water hereby is authorized to execute a Software Support and Services Contract with Emerson Process Management Power & Water Solutions, Inc., 200 Beta Drive, Pittsburgh, PA 15238, dated November 23, 2018, and to make payment of \$14,994.00 for the period January 1, 2019 through December 31, 2019 from Department of Water Account 500-006-8310-4030, Maintenance of Equipment.

The foregoing resolution was adopted upon roll call as follows.

AYES:

NOES:

Item # 11

Case # 22356

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING ACCEPTANCE OF A PROPOSAL FROM J&M INSPECTION SERVICE TO PROVIDE INSPECTION AND LAMP REPLACEMENT ON SEVEN ELEVATED WATER STORAGE TANKS THROUGHOUT THE DEPARTMENT OF WATER'S SIX WATER DISTRICTS.

WHEREAS, J&M Inspection Service offers to provide inspection and lamp replacement on seven elevated water storage tanks throughout the Department of Water's six water districts; and

WHEREAS, J&M Inspection Service in a proposal dated November 1, 2018 has offered to inspect the interior of seven elevated water storage tanks on a semi-annual basis to be paid \$3,200.00 semi-annually for a yearly total of \$6,400.00 to cover the period January 1, 2019 through December 31, 2019; and

WHEREAS, J&M Inspection Service has offered to renew this contract annually for up to a maximum of three years upon mutual agreement with the Commissioner of the Department of Water; and

WHEREAS, said inspection will consist of climbing each of the tanks and inspecting the interiors for any intrusions, inspecting all vent screens for possible holes and making sure all roof hatches are closed tight. In addition, at the time of these inspections, all aviation light bulbs and any damaged lenses will be replaced on all tanks. A written report will than be submitted to the Nassau County Health Department; and

WHEREAS, J&M Inspection Service has offered to replace any lights in between inspections at a rate of \$475.00 per tank; and

WHEREAS, J&M Inspection Service has offered to make any additional small maintenance repairs at a rate of \$120.00 per hour with a minimum of 4 hours charged per visit; and

WHEREAS, the Commissioner of the Town of Hempstead Department of Water deems said proposal to be fair and reasonable and in the public interest.

NOW, THEREFORE, BE IT

RESOLVED, that the Commissioner of the Town of Hempstead Department of Water hereby is authorized to accept the proposal submitted by J&M Inspection Service, P.O. Box 486, Farmingville, NY 11738, dated November 1, 2018, and to make payment of \$3,200.00 semi-annually for a yearly total of \$6,400.00 to cover the period January 1, 2019 through December 31, 2019 from Department of Water Account 500-006-8310-4630, Plant Maintenance & Repair; and **BE IT FURTHER**

RESOLVED, that this contract may be renewed annually for up to a maximum of three years upon the mutual agreement between the Commissioner of the Department of Water and J&M Inspection Service.

The foregoing resolution was adopted upon roll call as follows.

AYES:

NOES:

Item #

12

Case #

22356

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING ACCEPTANCE OF A FIELD SERVICE PARTNERSHIP AGREEMENT FROM HACH COMPANY FOR THE DEPARTMENT OF WATER'S NITRATAX SYSTEM AND SPECTROPHOTOMETER.

WHEREAS, the Town of Hempstead Department of Water is now using a Nitratax System and Spectrophotometer manufactured by Hach Company; and

WHEREAS, this Nitratax System monitors the nitrate and nitrite levels of the Department's Water Distribution System and immediately conducts a shutdown before readings exceed the New York State Health Department contaminant guidelines; and

WHEREAS, this Spectrophotometer measures the ferrous iron, total iron, nitrate, orthophosphate and total phosphate levels of the Department's Water Distribution System to ensure New York State Health Department treatment guidelines are met; and

WHEREAS, Hach Company in a proposal dated October 26, 2018 has offered to provide a Field Service Partnership Agreement for the Department's Nitratax System and Spectrophotometer for a yearly charge of \$7,798.00 to cover the period January 23, 2019 through January 22, 2020; and

WHEREAS, Hach Company in their proposal for a Field Service Partnership Agreement will provide two scheduled maintenance visits and repair coverage for this Nitratax System and one scheduled preventative maintenance visit, necessary repairs, calibration, technical support and software upgrades for this Spectrophotometer covering the period January 23, 2019 through January 22, 2020; and

WHEREAS, the Commissioner of the Town of Hempstead Department of Water deems said proposal to be fair and reasonable and in the public interest.

NOW, THEREFORE, BE IT

RESOLVED, that the Commissioner of the Town of Hempstead Department of Water hereby is authorized to accept the proposal submitted by Hach Company, 5600 Lindbergh Drive, Loveland, CO 80539, dated October 26, 2018, and to make payment of \$7,798.00 for a Field Service Partnership Agreement for the Department's Nitratax System and Spectrophotometer covering the period January 23, 2019 through January 22, 2020 from Department of Water Account 500-006-8310-4030, Maintenance of Equipment.

The foregoing resolution was adopted upon roll call as follows.

AYES:

NOES:

Item # 13

Case # 22356

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING THE COMMISSIONER OF THE
TOWN OF HEMPSTEAD DEPARTMENT OF WATER TO EXECUTE
A SERVICE CONTRACT WITH SWIFTREACH NETWORKS, INC. TO
PROVIDE HIGH SPEED COMMUNICATIONS.**

WHEREAS, the Department of Water has received a proposal from Swiftreach Networks, Inc., 14 Industrial Avenue, Suite 4, Mahwah, New Jersey 07430 to provide a high speed automated communication system to deliver both emergency and routine notifications by voice and/or text to various types of communication devices; and

WHEREAS, by a combination of database and GIS mapping technologies and internet mapping capabilities pre-recorded outbound notifications can be delivered to targeted areas; and

WHEREAS, it is in the best interest of the Town of Hempstead to accept this proposal in order to increase the capability needed to notify members of the public of important notifications in an expeditious manner; and

WHEREAS, Swiftreach Networks, Inc. has proposed to provide this service to the Town of Hempstead Department of Water at an annual subscription cost of \$4,200.00 with an additional seven cents per minute notification/text fee for the period January 1, 2019 through December 31, 2019; and

WHEREAS, the Commissioner of the Town of Hempstead Department of Water deems said proposal to be fair and reasonable and in the public interest.

NOW, THEREFORE, BE IT

RESOLVED, that the Commissioner of the Town of Hempstead Department of Water hereby is authorized to execute a service contract dated October 31, 2018 with Swiftreach Networks Inc., 14 Industrial Avenue, Suite 4, Mahwah, New Jersey 07430 to provide high speed communications, and to make payment of \$4,200.00 for the period January 1, 2019 through December 31, 2019 from Department of Water Account 500-006-8310-4151, Fees and Services.

The foregoing resolution was adopted upon roll call as follows.

AYES:

NOES:

Item #

14

Case #

22356

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION ACCEPTING A GRANT FROM THE ANIMAL FARM FOUNDATION AND AUTHORIZING AN AGREEMENT WITH DOGS PLAYING FOR LIFE FOR SERVICES RELATIVE TO THE TOWN OF HEMPSTEAD ANIMAL SHELTER'S PARTICIPATION IN THE DOGS PLAYING FOR LIFE TRAINING PROGRAM.

WHEREAS, the Town of Hempstead (the "Town") operates a municipal animal shelter; and

WHEREAS, Dogs Playing for Life (DPFL) is an innovative training program that was founded by professional trainer Aimee Sadler and is rooted in the notion that a dog's natural instinct is to play, which is a natural form of positive interaction and communication with both humans and fellow canines; and

WHEREAS, DPFL demonstrates both the practical efficiencies of play groups, as well as the emotional and behavioral benefits for the animals; and

WHEREAS, play groups have proven to be a critical enrichment and assessment tool for shelters; and

WHEREAS, the Town Board deems it to be in the best interest of the Town to retain the services of Dogs Playing for Life in order to conduct a four day on-site training program for shelter staff and volunteers, including a classroom presentation for participants, the demonstration of safe-handling techniques, and the fundamentals of successful play group experiences for all involved (the "Program"); and

WHEREAS, the Town applied for, and received, a grant from the Animal Farm Foundation Grant program to cover the costs associated with the Program (the "Grant Funding"); and

WHEREAS, DPFL will ensure that safety protocols for both people and animals are emphasized to ensure that play groups bring out the best in shelter dogs, with the least possible risk of injury or the spread of infection.

NOW, THEREFORE, BE IT

RESOLVED that the Town Board hereby gratefully accepts the Grant Funding and authorizes an agreement with Dogs Playing for Life to provide the Program; and be it further

RESOLVED, that the Commissioner of the Department of General Services be

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26493
Case # 28605

15

and hereby is authorized and directed to execute the agreement with Dogs Playing for Life and take any related action, on behalf of the Town, which agreement shall be on file with the Office of the Town Clerk, and to take such other action as may be necessary to effectuate the foregoing; and be it further

RESOLVED that based on the Grant Funding, the Town shall not be required to expend any monies for the Program.

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 ESTABLISHING THE TOWN OF HEMPSTEAD FREE MICROCHIPPING PROGRAM FOR DOGS UPON LICENSING AND/OR RENEWAL.

WHEREAS, the Town of Hempstead (the "Town") owns and operates a municipal animal shelter located in Wantagh, New York (the "Animal Shelter"); and

WHEREAS, on a daily basis, even with the most careful pet owners, dogs slip out of open doors and disappear, often times ending up in the Animal Shelter; and

WHEREAS, a dog wearing a collar and identification tag increases the likelihood of reuniting a pet owner with their loved one, but if the collar falls off, it makes the reunification process more difficult; and

WHEREAS, microchipping is a safe and effective way to get animals back home and prevent them from entering the shelter system; and

WHEREAS, New York State law requires dogs that are four months and older to be licensed annually; and

WHEREAS, the Town Clerk's office issues dog licenses for dogs harbored within the Town; and

WHEREAS, it is evident that not all dogs harbored within the Town are licensed, and that it is in the public interest for the Town to make additional efforts to increase the amount of dogs that are licensed; and

WHEREAS, the Supervisor and Members of the Town Board, in consultation with the Town Clerk and Animal Shelter staff, seek to establish a free microchipping program for all dogs that become licensed with the Town or have their license renewed.

NOW, THEREFORE, BE IT

RESOLVED, that the Town of Hempstead Free Microchipping Program for all dogs that become licensed with the Town or have their license renewed is hereby established; and be it further

RESOLVED, that upon licensing of a dog, or renewal of same, the Town Clerk's office is hereby authorized to issue a voucher to the dog's owner, in a form

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_____ 16
_____ 28605

approved by the Town Attorney's office, to be redeemable at the Animal Shelter during regular business hours for one free dog microchipping; and be it further

RESOLVED, that the staff at the Animal Shelter shall scan each dog prior to microchipping to ensure that no other microchipping device exists; and be it further

RESOLVED, that any fee previously approved by resolution of this Board for microchipping of a dog shall be suspended for dogs participating in the Town of Hempstead Free Microchipping Program; and be it further

RESOLVED, that the Town Clerk and the Animal Shelter be and hereby are directed to take such related action as may be necessary to effectuate the foregoing.

The foregoing resolution was adopted upon roll call as follows:

AYES:
NOES:

CASE NO.

RESOLUTION NO.

Adopted: _____ offered the following resolution
and moved its adoption:

RESOLUTION AUTHORIZING THE SUPERVISOR TO
EXECUTE A DRAINAGE EASEMENT RELATIVE TO
WATERVIEW ROAD, ISLAND PARK, NEW YORK.

WHEREAS, Waterview Land Development LLC, 80 Waterfront
Blvd., Island Park, New York, pursuant to site plan approval
relative to a proposed multi-family development on Waterview
Road, Island Park, has submitted a drainage easement; and

WHEREAS, pursuant to the easement Waterview Land
Development LLC, will be required to install and maintain a
new drainage outfall pipe at Waterview Road at its own cost
and expense; and

WHEREAS, the Town will be permitted to connect its
storm water drainage system to the new outfall pipe and
maintain the cross connection; and

WHEREAS, it is in the best interest of the Town of
Hempstead to accept this drainage easement;

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor is hereby authorized to
execute the drainage easement and related documents for the
installation and maintenance of an outfall pipe on Waterview
Road, Island Park, New York.

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

AYES:

NOES:

Item #

19

Case #

22329

CASE NO.

RESOLUTION NO.

Adopted:

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

RESOLUTION AUTHORIZING THE SUPERVISOR
TO EXECUTE AN AMENDMENT TO A DRAINAGE
EASEMENT RELATIVE TO WATERVIEW ROAD,
ISLAND PARK.

WHEREAS, on October 3, 1984, the Town of Hempstead entered into an easement agreement with the then owner of property located at section 43, block 401, part of lot 19 (now lot 25) on the Nassau Land and Tax Map; and

WHEREAS, this easement recorded in the Office of the Nassau County Clerk in Liber 9625, page 514 affected a 150 foot by 10 foot portion of the then owner's property and granted a drainage easement to the Town of Hempstead; and

WHEREAS, the Town of Hempstead has since discontinued a portion of Waterview Road, Island Park, the adjacent street, and transferred that discontinued portion to Waterview Land Development, LLC having its principal office at 80 Waterfront Boulevard, Island Park; and

WHEREAS, as a result of this transfer, the Town of Hempstead has neither a need for nor access to the aforesaid easement; and

WHEREAS, it is in the best interest of the Town to therefore transfer the rights and obligations under the aforesaid easement to Waterview Land Development, LLC; and

WHEREAS, the current owners of the property affected by this easement consent to and have executed the amendment;

NOW, THEREFORE BE IT

RESOLVED, that the Supervisor is hereby authorized to execute the amendment to the aforesaid easement agreement together with any documents associated therewith.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

18

Case #

22329

CASE NO.

RESOLUTION NO.

ADOPTED:

Council(wo)man

offered the following resolution and moved its adoption:

RESOLUTION RETAINING RISK MANAGEMENT SERVICES AND A WORKERS' COMPENSATION THIRD PARTY ADMINISTRATOR.

WHEREAS, the Town Board believes it to be necessary to retain Risk Management services and a Workers' Compensation Third Party Administrator ; and

WHEREAS, Brady Risk Management Inc., located at 24 West Carver Street Huntington, New York 11743 is eminently qualified to provide Risk Management services ; and

WHEREAS, Corvel Corporation, located at 320 Carleton Ave., Suite 4800, Central Islip, NY 11722 is eminently qualified to be the Workers' Compensation Third Party Administrator for the Town; and

WHEREAS, this Town Board deems it to be in the public interest to retain said firms;

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor is authorized to enter into an agreement retaining Brady Risk Management, Inc., and Corvel Corporation to provide the Town with Risk Management services and be the Town's Workers' Compensation Third Party Administrator,

And, BE IT FURTHER

RESOLVED, that said fees shall be paid from the appropriate departmental Fees and Services Account; and

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 19

Case # 27490

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE AWARD OF
PURCHASE CONTRACT#: 04-2019 FOR
PRE-EMPLOYMENT PHYSICAL EXAMS AND OTHER EMPLOYEE MEDICAL
SERVICES.

WHEREAS, the Town is required to utilize pre-employment and other medical services; and

WHEREAS, the Division of Purchasing solicited proposals for Town of Hempstead Purchase Contract # 04-2019; and

WHEREAS, proposals were received and opened on December 21, 2018 whereby the following companies submitted the listed proposals:

Name & Address of Proposers

Contract #04-2019	Pre Employment Physical exams and medical services			12/21/2018
	American Family Care	Franklin Primary Care	City MD	
Pre Employment Physical	\$ 100.00	\$ 55.00	\$ 55.00	
Return to work Exam	\$ 100.00	\$ 55.00	\$ 75.00	
Bay Constable Exam	\$ 100.00	\$ 75.00	\$ 75.00	
DOT CDL Exam	\$ 100.00	\$ 100.00	\$ 100.00	125 for spinal
DOT CDL Shy Bladder		N/A	\$ 100.00	
Fitness for Duty Exam			\$ 75.00	
Respirator Program				
Resporator questionnaire	zero	\$ 30.00	\$ 50.00	
Pulmonary Function Test	\$ 50.00	\$ 75.00	\$ 30.00	
Physical Exam	\$ 100.00	\$ 55.00	\$ 55.00	
Chest X-Ray	\$ 60.00	\$ 75.00	\$ 50.00	
Psychological Exams				
Pre Employ Bay Constable	N/A	N/A	N/A	
Fitness for Duty Exam	N/A	N/A	N/A	
Vaccinations				
Hepatitis B progrsm				
Titler Blood test	\$ 40.00	\$ 95.00	\$ 6.00	Quest
3 Vaccinations	\$ 450.00	\$ 75.00	\$ 70.00	per shot
Rabies Vaccination				
Venipuncture	zero	N/A	\$ 30.00	
Rabies titer blood test	\$ 25.00	N/A	N/A	
3 Vaccinations	\$ 450.00	N/A	\$ 325.00	per shot
Administer shot fee	\$ 50.00	N/A	\$ 45.00	
Discount	2%			

Item # 20 Net

Case # 17356

and:

WHEREAS, following an evaluation of the aforementioned proposals it has been determined that the proposal received by City MD 1345 Avenue of the Americas, 8th floor New York, New York best meets the Town's needs and;

WHEREAS, the Town Board has determined that it is in the best interest of the Town to award the contract to City MD for the services;

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board hereby ratifies and confirms the awarding of TOH Purchase Contract #:04-2019 effective 2/1/2019 for Pre-employment and other Medical Services to City MD 1345 Avenue of the Americas, 8th floor New York, New York 10105; and be it further

RESOLVED, that the Comptroller is hereby authorized and directed to make payment of the monies due and owing in conjunction with this contract, from which services will be paid against the appropriate Departments "Fees & Services" account 4151.

The foregoing was adopted upon roll call as follows:

AYES: ()

NOES: ()

* * * * *

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING AN INTERIM AGREEMENT WITH CITY MD AT 1345 AVENUE OF THE AMERICAS, 8TH FLOOR NEW YORK, NY 10105 FOR THE PERIOD OF OCTOBER 31,2018 THROUGH JANUARY 31,2019.

WHEREAS, the Town of Hempstead formerly contracted with Franklin Immediate Medical Care located at 30 Franklin Ave. Franklin Square, NY 11001 for pre-employment physical exams and other medical services; and

WHEREAS, Franklin Immediate Care was acquired by City MD Medical Providers on October 31,2018 and City MD agreed by letter dated October 31,2018 to continue providing the Town of Hempstead with the necessary medical services at the same rates previously contracted for with Franklin Immediate Medical Care ; and

WHEREAS, City MD did provide such services to the Town of Hempstead at the agreed upon rates for the period October 31,2018 through January 31,2019;

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board does hereby authorize the Comptroller to make payment to City MD 1345 Avenue of the Americas, 8th floor, New York, NY 10105 from which services will be paid from appropriate departments "Fees and Services" account 4151.

The foregoing was adopted upon roll call as follows:

AYES:

NOES:

Item #

21

Case #

17356

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

Item # 22

Case # 7

CASE NO. 30061

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

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

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

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

WHEREAS, has introduced a proposed local law known as Intro. No. 2-2019, Print No. 1 to amend the said Chapter 202 of the Code of the Town of Hempstead to include and repeal "REGULATIONS & RESTRICTIONS" to limit parking at various locations; NOW, THEREFORE, BE IT

RESOLVED, that a public hearing be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York on February 26, 2019 at 10:30 o'clock in the forenoon of that day, at which time all interested persons shall be heard on the proposed enactment of a local law known as Intro. No. 2-2019, Print No. 1, to amend Chapter 202 of the Code of the Town of Hempstead to include and repeal "REGULATIONS & RESTRICTIONS" to limit parking at various locations; and, BE IT FURTHER

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 23

Case # 30061

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 26th day of February, 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:

SEAFORD Section 202-4	PARK AVENUE (TH 384/18) South Side - TWO HOUR PARKING 7 AM TO 7 PM EXCEPT SATURDAYS, SUNDAYS AND HOLIDAYS - starting at a point 189 feet west of the west curbline of Washington Avenue west to the east curbline of Monroe Avenue.
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ALSO, to REPEAL from Chapter 202 "REGULATIONS AND RESTRICTIONS" to limit parking from the following locations:

SEAFORD Section 202-4	PARK AVENUE (TH 384/18) South Side - TWO HOUR PARKING 7 AM TO 7 PM EXCEPT SATURDAYS, SUNDAYS, AND HOLIDAYS - starting at a point 189 feet west of the west curbline of Washington Avenue. (Adopted 11/27/18)
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ALL PERSONS INTERESTED shall have an opportunity to be heard on said proposal at the time and place aforesaid.

Dated: February 5, 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 Chapter two hundred and two of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine, to include and repeal "REGULATIONS AND RESTRICTIONS" to limit parking at various locations.

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

Section 1. Chapter two hundred and two of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine, said Section last amended by local law number eighty eight of two thousand eighteen is hereby amended by including therein "REGULATIONS AND RESTRICTIONS" to limit parking at the following locations:

SEAFORD
Section 202-4

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

Section 2. Chapter two hundred and two of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine said Section last amended by local law number eighty eight of two thousand eighteen is hereby amended by repealing therein "REGULATIONS AND RESTRICTIONS" to limit parking at the following locations:

SEAFORD
Section 202-4

PARK AVENUE (TH 384/18) South Side – TWO HOUR PARKING 7 AM TO 7 PM EXCEPT SATURDAYS, SUNDAYS, AND HOLIDAYS – starting at a point 189 feet west of the west curbline of Washington Avenue.
(Adopted 11/27/18)

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

CASE NO. 30062

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION CALLING A PUBLIC HEARING ON A PROPOSED LOCAL LAW TO AMEND SECTION 202-1 OF THE CODE OF THE TOWN OF HEMPSTEAD TO INCLUDE "PARKING OR STANDING PROHIBITONS" AT VARIOUS LOCATIONS.

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

WHEREAS, it appears to be in the public interest to consider the enactment of a local law amending Section 202-1 of the Code of the Town of Hempstead entitled "PARKING OR STANDING PROHIBITONS" at various locations; and

WHEREAS, has introduced a proposed local law known as Intro. No. 3-2019, Print No. 1 to amend the said Section 202-1 of the Code of the Town of Hempstead to include "PARKING OR STANDING PROHIBITIONS" at various locations; NOW, THEREFORE, BE IT

RESOLVED, that a public hearing be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York on February 26, 2019, at 10:30 o'clock in the forenoon of that day, at which time all interested persons shall be heard on the proposed enactment of a local law known as Intro. No. 3-2019, Print No. 1, to amend Section 202-1 of the Code of the Town of Hempstead to include "PARKING OR STANDING PROHIBITIONS" at various locations; and, BE IT FURTHER

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 24
Case # 30062

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 26th day of February, 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 "PARKING OR STANDING PROHIBITIONS" at the following locations:

OCEANSIDE MONTGOMERY AVENUE (TH 1/19) North Side
- NO STOPPING HERE TO CORNER - from the
east curbline of Lawson Blvd. east for
a distance of 30 feet.

SEAFORD WAVERLY AVENUE (TH 8/19) North Side -
NO STOPPING HERE TO CORNER - starting
at the west curbline of Jackson Avenue
west for a distance of 40 feet.

WAVERLY AVENUE (TH 8/19) South Side -
NO STOPPING HERE TO CORNER - starting
at the west curbline of Jackson Avenue
west for a distance of 40 feet.

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

Dated: February 5, 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 include "PARKING OR STANDING PROHIBITIONS" at various locations.

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

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

OCEANSIDE

MONTGOMERY AVENUE (TH 1/19) North Side – NO STOPPING HERE TO CORNER – from the east curblin of Lawson Blvd. east for a distance of 30 feet.

SEAFORD

WAVERLY AVENUE (TH 8/19) North Side – NO STOPPING HERE TO CORNER – starting at the west curblin of Jackson Avenue west for a distance of 40 feet.

WAVERLY AVENUE (TH 8/19) South Side – NO STOPPING HERE TO CORNER – starting at the west curblin of Jackson Avenue west for a distance of 40 feet.

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

CASE NO. 30063

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION CALLING A PUBLIC HEARING ON A PROPOSED LOCAL LAW TO AMEND SECTION 197-5 OF THE CODE OF THE TOWN OF HEMPSTEAD TO INCLUDE AND REPEAL "ARTERIAL STOPS" AT VARIOUS LOCATIONS.

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

WHEREAS, it appears to be in the public interest to consider the enactment of a local law amending Section 197-5 of the Code of the Town of Hempstead entitled "ARTERIAL STOPS" at various locations; and

WHEREAS, has introduced a proposed local law known as Intro. No. 4-2019, Print No. 1 to amend the said Section 197-5 of the Code of the Town of Hempstead to include and repeal "ARTERIAL STOPS" at various locations; NOW, THEREFORE, BE IT

RESOLVED, that a public hearing be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York on February 26, 2019, at 10:30 o'clock in the forenoon of that day, at which time all interested persons shall be heard on the proposed enactment of a local law known as Intro. No. 4-2019, Print No. 1, to amend Section 197-5 of the Code of the Town of Hempstead to include and repeal "ARTERIAL STOPS" at various locations; and, BE IT FURTHER

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item# 25
Case # 30063

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 26th day of February, 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 AND REPEAL "ARTERIAL STOPS" at the following locations:

BALDWIN HARBOR EASTERN PARKWAY (TH 459/18) STOP - all traffic approaching northbound on Bayfront Drive shall come to a full stop.

ALSO, to REPEAL from Section 197-5 "ARTERIAL STOPS" from the following locations:

BALDWIN HARBOR EASTERN PARKWAY (TH 459/18) STOP - all traffic approaching northbound on Bayfront Parkway shall come to a full stop. (Adopted 12/11/18)

OCEANSIDE ENTRANCE TO OCEANSIDE HIGH SCHOOL (TH 25/18) STOP - all motorists traveling northbound on Skillman Avenue shall come to a full stop. (Adopted 9/20/18)

ENTRANCE TO OCEANSIDE HIGH SCHOOL (TH 25/18) STOP - all motorists traveling southbound on Skillman Avenue shall come to a full stop. (Adopted 9/20/18)

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

Dated: February 5, 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 one hundred ninety seven dash five of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine, to include and repeal "ARTERIAL STOPS" at various locations.

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

Section 1. Section one hundred ninety seven dash five of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine, said Section last amended by local law number ninety of two thousand eighteen is hereby amended by including therein "ARTERIAL STOPS" at the following locations:

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

Section 2. Section one hundred ninety seven dash five of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine, said Section last amended by local law number ninety of two thousand eighteen is hereby amended by repealing therein "ARTERIAL STOPS" at the following locations:

BALDWIN HARBOR EASTERN PARKWAY (TH 459/18) STOP – all traffic approaching northbound on Bayfront Parkway shall come to a full stop. (Adopted 12/11/18)

OCEANSIDE ENTRANCE TO OCEANSIDE HIGH SCHOOL (TH 25/18) STOP – all motorists traveling northbound on Skillman Avenue shall come to a full stop. (Adopted 9/20/18)

ENTRANCE TO OCEANSIDE HIGH SCHOOL (TH 25/18) STOP – all motorists traveling southbound on Skillman Avenue shall come to a full stop. (Adopted 9/20/18)

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

CASE NO.

RESOLUTION NO.

Adopted:

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

RESOLUTION CALLING A PUBLIC HEARING ON A LOCAL LAW TO CREATE A NEW SECTION 78-3.5 OF CHAPTER 78 OF THE CODE OF THE TOWN OF HEMPSTEAD IN RELATION TO REGULATION OF MARIJUANA IN TOWN OF HEMPSTEAD PARKS AND PARK DISTRICT PARKS.

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

WHEREAS, it is in the public interest to consider the creation of a new Section 78-3.5 of Chapter 78 of the Code of the Town of Hempstead in relation to regulation of marijuana in Town of Hempstead parks and park district parks; and

WHEREAS, Council(wo)man _____ has introduced the proposed local law known as Intro. No. _____ -20__ Print No. _____, as aforesaid:

NOW, THEREFORE, BE IT

RESOLVED, that a public hearing be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Village and Town of Hempstead, New York on the 26th day of February, 2019 at 10:30am in the forenoon of that day at which time all interested persons shall be heard on the enactment of a local law known as Intro. No. _____ -20__, Print No. _____, for creation of a new Section 78-3.5 of Chapter 78 of the Code of the Town of Hempstead in relation to regulation of marijuana in Town of Hempstead parks and park district parks; and, BE IT FURTHER

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

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Case #

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15396

Intro. No.:

Print No.:

Town of Hempstead

A local law to create a new Section 78-3.5 of Chapter 78 of the Code of the Town of Hempstead in relation to regulation of marijuana in Town of Hempstead parks and park district parks.

Introduced by Council(wo)man _____

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

Section 1. Section 78-3.5 of Chapter 78 of the Code of the Town of Hempstead is hereby created and shall read as follows:

Chapter 78

Parks

* * *

§78-3.5 Regulation of Marijuana.

A. Legislative Intent. It is the purpose of this local law to protect the public interest, welfare, health and safety within the Town of Hempstead by prohibiting the smoking of, consumption of, or publically displaying of marijuana or marijuana products in Town of Hempstead parks and park district parks. Similar to open alcohol containers, the Town Board finds that the smoking of, consumption of, or publically displaying of marijuana or marijuana products in Town of Hempstead parks and park district parks leads to drug use in our parks, drug use by minors, disorderly conduct, disturbance of the public peace, littering of the parks and destruction of park property. The Town Board finds further that preservation of the public health, and prevention of conditions which lead to conduct disturbing the public peace attributable to the smoking of, consumption of, or publically displaying of marijuana or marijuana products can be accomplished by the prohibition of the smoking of, consumption of, or publically displaying of marijuana or marijuana products in Town of Hempstead parks and park district parks.

B. Definitions.

Unless otherwise expressly provided, the following words, for the purpose of this section, shall bear the meaning herein indicated:

MARIJUANA

Same definition ascribed to "marihuana" in NY Pub Health Law §3302: all parts of the plant of the genus Cannabis, whether growing or not; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin. It does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination.

MARIJUANA PRODUCT

Marijuana and/or any material, substance or thing derived (in any manner) from Marijuana or which contains Marijuana as a component part in any amount of concentration

C. Prohibition.

It shall be a violation of this Chapter for any person to smoke, consume, show, display, or carry in plain sight marijuana or marijuana products in any Town of Hempstead park or park district park, including indoor and outdoor locations.

D. Signage.

The Commissioner shall install prominent and conspicuous signage advising park patrons of the prohibitions of this section. Inadequacy of signage or lack of signage shall be no defense to a violation of this section.

E. Conformity with Applicable Law.

Nothing herein shall be construed as enforceable in any manner which shall violate or be preempted by federal, state, or other applicable law.

Section 2. This law shall become immediately effective upon filing with the Secretary of State.

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION CALLING A PUBLIC HEARING ON THE PROPOSED AMENDMENT OF SECTION 302 OF ARTICLE XXXI OF THE BUILDING ZONE ORDINANCE OF THE TOWN OF HEMPSTEAD IN ORDER TO CREATE A NEW SUBSECTION IN RELATION TO ENACTING A TEMPORARY MORATORIUM ON THE ESTABLISHMENT OF RECREATIONAL MARIJUANA STORES, DISPENSARIES, SOCIAL CLUBS AND OTHER RECREATIONAL MARIJUANA RELATED USES.

WHEREAS, the Town Board of the Town of Hempstead is empowered to amend the Building Zone Ordinance of the Town of Hempstead pursuant to Article 16 of the Town Law of the State of New York and Article XXVI of the Building Zone Ordinance of the Town of Hempstead, as amended; and

WHEREAS, under both federal and state law, the sale of marijuana is illegal for recreational use; and

WHEREAS, the State of New York (the "State") is considering legislation that would legalize the adult use of recreational marijuana in the State; and

WHEREAS, in response, the County of Nassau (the "County") is conducting hearings on the subject and has created a task force to study the impact of legalized marijuana on the County; and

WHEREAS, it is anticipated that, if adopted, the State will regulate and/or allow for local municipalities at either the county, town and/or village level of government to regulate the number and location of retail marijuana stores, social clubs, establishments, cultivation facilities, manufacturing facilities and testing facilities, as well as providing the option to prohibit the operation of these uses within the municipalities jurisdiction; and

WHEREAS, the Town's current local laws and ordinances do not include any regulations related specifically to the retail marijuana uses contemplated under the State's proposal; and

WHEREAS, the Town requires time to consider its options should the State enact a law legalizing the recreational sale of marijuana; and

WHEREAS, since the State has yet to act, and the County has only recently begun its review, the Town requires more time than it ordinarily would to review the issues and craft proposed local laws and/or ordinances; and

WHEREAS, the Town Board has determined that it needs at least one year from the effective date of this ordinance; and

WHEREAS, it is in the public interest to consider the amendment of Section 302 of Article XXXI of the Building Zone Ordinance of the Town of Hempstead entitled "Prohibited and Restricted Uses" in order to create a new Subsection 302 (S) entitled "Temporary Moratorium on Recreational Marijuana Uses" to enact a temporary moratorium on the establishment of recreational marijuana stores, dispensaries, social clubs and other recreational marijuana related uses.

Item #

27

Case #

28674

NOW, THEREFORE, BE IT

RESOLVED, that a public hearing be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street Village and Town of Hempstead, New York, on the 26th day of February, 2019, at 10:30 o'clock in the forenoon of that day at which time all persons interested shall be heard on the proposed amendment to Section 302 of Article XXXI of the Building Zone Ordinance of the Town of Hempstead entitled "Prohibited and Restricted Uses" in order to create a new Subsection 302 (S) to enact a temporary moratorium on the establishment of recreational marijuana stores, dispensaries, social clubs and other recreational marijuana related uses.

§ 302. Prohibited and Restricted Uses.

S. Temporary Moratorium on Recreational Marijuana Uses.

Section 1. Legislative Findings and Intent.

The Town Board of the Town of Hempstead finds that:

- A. Under both federal and state law, the sale of marijuana is illegal for recreational use.**
- B. The State of New York (the "State") is considering legislation that would legalize the adult use of recreational marijuana in the State. In response, the County of Nassau is conducting hearings on the subject and has created a task force to study the impact of legalized marijuana on the county.**
- C. It is anticipated that, if adopted, the State will regulate and/or allow for local municipalities at either the county, town and/or village level of government to regulate the number and location of retail marijuana stores, social clubs, establishments, cultivation facilities, manufacturing facilities and testing facilities ("Retail Marijuana Uses"), as well as providing the option to prohibit the operation of these uses within the municipalities jurisdiction.**
- D. The Town's current local laws and ordinances do not include any regulations related specifically to the Retail Marijuana Uses contemplated under the proposal currently being considered by the State.**
- E. The unregulated location and operation of Retail Marijuana Uses within the Town raises legitimate and substantial questions about the impact of such uses on the Town, including questions about the compatibility of Retail Marijuana Uses with existing uses and development in the Town; the potential adverse health and safety effects of Retail Marijuana Uses on the community if not properly regulated; the possibility of illicit sale and use of marijuana and marijuana products to minors and misuse of marijuana and marijuana products by those who would abuse the uses which may be authorized under any proposal that the State may enact; potential criminal activity associated with the cultivation, manufacturing, sale and use of marijuana and marijuana products for non-medicinal purposes and the potential increased burden on local law enforcement and fire departments; and the adequacy of the Town's streets and infrastructure to accommodate the additional traffic and/or population that may result from the presence of Retail Marijuana Uses.**
- F. The possible effect of the location and operation of Retail Marijuana Uses within the Town has potentially serious implications on the health, safety and welfare of the Town and its residents.**
- G. The Town needs time to review the proposed legislation, as well as any law that may be enacted by the State, and to review its own local laws and ordinances to determine the implications of future proposed Retail Marijuana Uses to develop reasonable local laws and ordinances governing the location and operations of such uses to address the concerns cited above.**

H. The Town's current ordinances are insufficient to prevent serious public harm that could be caused by the unregulated development of Retail Marijuana Uses and other uses which may be authorized under the proposed legislation, thereby necessitating a moratorium.

I. The Town Board, in consultation with Town staff and with the professional advice and assistance of others, shall study the Town's current local laws and ordinances to determine the land use and other regulatory implications of Retail Marijuana Uses and consider what locations, if any, and conditions of approval, if any, might be appropriate for such uses.

J. A moratorium is necessary to prevent an overburdening of public facilities that is reasonably foreseeable as the result of Retail Marijuana Uses which may be authorized under the proposed State law, being located in the Town.

K. It is anticipated that such a study, review, and development of recommended changes to existing local laws or ordinances, or adoption of new local laws or ordinances, will take at least one year from the date this moratorium is enacted.

L. The Town Board of the Town of Hempstead finds that it is in the best interest of the Town to impose a one year moratorium on the establishment, location, operation, permitting, approval, or licensing of any and all Retail Marijuana Uses within the Town.

Section 2. Scope of Moratorium.

Effective immediately upon adoption of this ordinance and in accordance with law, a moratorium is hereby declared and imposed, whereby no officer, official, employee, office, administrative board or agency of the Town of Hempstead shall accept, process, approve, deny, or in any other way act upon any application for a license, building permit, any other type of land use approval or permit and/or any other permits or licenses related to a Retail Marijuana Use concerning any parcel of real property situated within the unincorporated area of the Town of Hempstead. As used in § 302(S), the term "Marijuana" shall have the same meaning as the definition ascribed to "marihuana" in NY Pub Health Law §3302.

Section 3. Extension of moratorium.

This moratorium may be extended for up to two additional periods of up to three months each by resolution of the Town Board upon a finding of necessity for such extension.

Section 4. Variances and Appeals.

Any appeal for a hardship variance related to a prohibition of this ordinance or a decision by the building inspector pursuant to this ordinance may be made to the Town Board. In reviewing such variance application, the Town Board shall apply the statutory standards for granting a use or area variance. Should a hardship variance be granted by the Town Board, the exempted development project shall be subject to all applicable provisions of the Code of the Town of Hempstead.

Section 5. Conflicts with State Statutes and Local Laws and Authority to Supersede.

To the extent that any provisions of this ordinance are in conflict with or are construed as inconsistent with the provisions of the New York State Town Law or any local ordinance, law, or regulation, this ordinance supersedes, amends, and takes precedence over the Town Law and such local ordinances, laws or regulations, pursuant to the Town's municipal home rule powers pursuant to Municipal Home Rule Law § 10 and § 22 to supersede any inconsistent authority. Pursuant to the same powers, and without limiting the generality of

the foregoing, this ordinance supersedes the provisions contained in (a) Article 8 of the Environmental Conservation Law (known as the State Environmental Quality Review Act) and the regulations thereunder to the extent that such provisions require that an agency determine the environmental significance of an application within certain specified timeframes; and (b) Town Law § 267 and § 267-a through c, pertaining to the variance authority of the board of zoning and appeals.

Section 6. Penalties.

Any person, firm, corporation, or other entity, which shall construct, erect or install any building, improvement, or structure, or subdivide, or use land in violation of the provisions of this ordinance, shall be guilty of a violation, punishable by a fine of not less than One Thousand Dollars (\$1,000.00) or by imprisonment no exceeding fifteen (15) days, or by both, for each day that such violation shall exist. Nothing herein shall be construed so as to limit the authority of the Town to seek and obtain injunctive relief for any such violation or violations.

Section 7. Validity and Severability.

If any clause, sentence, paragraph, subdivision, section, or part of this ordinance or the application thereof to any person, individual, corporation, firm, partnership, or business shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or invalidate the remainder thereof but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section, or part of this ordinance, or in its specific application.

Section 8. Effective Date.

This ordinance shall take effect immediately and shall remain in full force and effect for a period of one year from the effective date.

and; be it further

RESOLVED, that the Town Clerk be and he hereby is directed to publish notice thereof once at least ten (10) days prior to the date set for the public hearing and give written notice to people entitled thereto according to law.

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

AYES:

NOES:

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that pursuant to Article 16 of the Town Law of the State of New York, as amended, a public hearing will be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Village and Town of Hempstead, Hempstead, New York, on the 26th day of February, 2019 , at 10:30 o'clock in the forenoon of that day, to consider the amendment of Section 302 of Article XXXI of the Building Zone Ordinance of the Town of Hempstead entitled "Prohibited and Restricted Uses" in order to create a new Subsection 302 (S) to enact a temporary moratorium on the establishment of recreational marijuana stores, dispensaries, social clubs and other recreational marijuana related uses.

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

ALL PERSONS INTERESTED in the subject matter will be given an opportunity to be heard with reference thereto at the time and place above-designated.

Dated: Hempstead, New York
February 5, 2019

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

SYLVIA A. CABANA
Town Clerk

LAURA A. GILLEN
Supervisor

CASE NO.

RESOLUTION NO.

Adopted:

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

RESOLUTION CALLING A PUBLIC HEARING ON A LOCAL LAW TO REPEAL CHAPTER THIRTY-EIGHT OF THE CODE OF THE TOWN OF HEMPSTEAD AND OTHER TOWN BOARD RESOLUTIONS RELATING TO ETHICS AND ENACT A NEW CHAPTER THIRTY-EIGHT OF THE CODE OF THE TOWN OF HEMPSTEAD, TO BE ENTITLED "CODE OF ETHICS".

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

WHEREAS, Article 18 of the General Municipal Law establishes standards of conduct for the officers and employees of a Town and prohibits them from having certain conflicts of interest; and

WHEREAS, Section 806 of the General Municipal Law requires the governing body of each town to adopt an Ethics Code that sets forth for the guidance of its officers and employees standards of conduct reasonably expected of them; and

WHEREAS, An Ethics Code adopted by the governing body of a Town must set forth standards of conduct for the guidance of the officers and employees of the Town with respect to disclosure of interests in legislation before the local governing body, holding of investments in conflict with official duties, private employment in conflict with official duties, future employment, and such other standards as may be deemed advisable; and

WHEREAS, the Town Board previously adopted Chapter 38, but is aware of other resolutions relating to ethics not previously repealed or incorporated into the existing Chapter 38, specifically Town Board Resolutions 1718-1963, 1889-1974, and 1590-1990; and

WHEREAS, the Town Board's ethics counsel advises us that the current Chapter 38 is not a comprehensive statement of the municipal ethics principles and standards of conduct applicable to municipal officers and employees; and

WHEREAS, rather than address the current Chapter 38 clause by clause, it is preferable to repeal the existing Chapter 38 and other previous Town Board resolutions relating to ethics as to avoid inconsistencies, and adopt this new, clearer and more comprehensive Chapter 38 of the

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28

29745

code of the Town of Hempstead to be entitled, "Code of Ethics,"; and

WHEREAS, Council(wo)man _____ has introduced the proposed local law known as Intro. No. _____ -2019 Print No. _____, as aforesaid:

NOW, THEREFORE, BE IT

RESOLVED, that a public hearing be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Village and Town of Hempstead, New York on the 26th day of February, 2019 at 10:30am at which time all interested persons shall be heard on the enactment of a local law known as Intro. No. _____ -2019, Print No. _____, for the repeal of the current chapter thirty-eight of the Code of the Town of Hempstead; the repeal of Town Board Resolutions 1718-1963, 1889-1974, and 1590-1990, all relating to Ethics; and to adopt a new chapter thirty-eight of the Code of the Town of Hempstead to be entitled "Code of Ethics"; and, BE IT FURTHER

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Town of Hempstead

A Local Law to repeal Chapter Thirty-Eight of the Code of the Town of Hempstead and other Town Board Resolutions relating to ethics and enact a new Chapter Thirty-Eight of the Code of the Town of Hempstead, to be entitled Code of Ethics

Introduced by: Council(wo)man

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

§ 1.

Article 18 of the General Municipal Law establishes standards of conduct for the officers and employees of a town and prohibits them from having certain conflicts of interest. Section 806 of the General Municipal Law requires the governing body of each town to adopt an Ethics Code that sets forth for the guidance of its officers and employees standards of conduct reasonably expected of them. A Code of Ethics adopted by the governing body of a town must set forth standards of conduct for the guidance of the officers and employees of the town with respect to disclosure of interests in legislation before the local governing body, holding of investments in conflict with official duties, private employment in conflict with official duties, future employment, and such other standards as may be deemed advisable. The Town Board previously adopted Chapter 38, but is aware that other resolutions relating to ethics were not previously repealed or incorporated into the existing Chapter 38, to wit: Town Board Resolutions 1718-1963, 1889-1974, and 1590-1990. Further, our Town's ethics counsel advises us that the current Chapter 38 is not a comprehensive statement of the municipal ethics principles and standards of conduct applicable to municipal officers and employees. Rather than address the current Chapter 38 clause by clause, the Board believes, to avoid inconsistencies, it is preferable to repeal the existing Chapter 38 and other previous Town Board resolutions relating to ethics, and adopt this new, clearer and more comprehensive Chapter 38 of the code of the Town of Hempstead.

§ 2.

The current Chapter 38 of the Code of the Town of Hempstead is hereby repealed, and Town Board Resolutions 1718-1963, 1889-1974, and 1590-1990 are also repealed. The new Chapter 38 "Code of Ethics" is hereby enacted, and shall read as follows:

Chapter 38

Code of Ethics

Article I – General Provisions

- §38-1. Purpose.
- §38-2. Definitions.
- §38-3. Applicability.

Article II – Code of Conduct

- §38-4. Use of Town Position for Personal or Private Gain.
- §38-5. Prohibited Business and Professional Dealings and Contracts.
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- §38-15. Political Solicitations.
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Article III – Disclosure

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- §38-24. Board of Ethics
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- §38-26. Existing Rights and Remedies.
- §38-27. Posting and Distribution.

**ARTICLE I.
GENERAL PROVISIONS**

§ 38-1. Purpose.

Officers and employees of the Town of Hempstead hold their positions to serve and benefit the public, and not to obtain unwarranted personal or private gain in the exercise and performance of their official powers and duties. The Town of Hempstead recognizes that, in furtherance of this fundamental principle, there is a need for clear and reasonable standards of ethical conduct. This Chapter establishes those standards.

§ 38-2. Definitions.

(a) “Interest” means a direct or indirect financial or material benefit, but does not include any benefit arising from the provision or receipt of any services generally available to the residents or taxpayers of the Town or an area of the Town, or a lawful class of such residents or taxpayers. A Town officer or employee is deemed to have an interest in any private organization when he or she, his or her spouse, registered domestic partner or dependent, is an owner, partner, member, director, officer, employee, or directly or indirectly owns or controls more than 5% of the organization’s equity or debt, whether in the form of outstanding stock or otherwise.

(b) “Relative” means a spouse, child, stepchild, parent, stepparent, grandparent, grandchild, sibling or stepsibling of a Town officer or employee.

§ 38-3. Applicability.

(a) This Chapter applies to all officers and employees of the Town of Hempstead, whether paid or unpaid, including the members of any Town department, agency, board or commission.

(b) Article II, Section 38-10 (Future Employment) of this Chapter applies to current and former officers and employees of the Town.

(c) Article II, Section 38-11 (Independent Contractors) of this Chapter applies to independent contractors of the Town.

(d) Article II, Section 38-12 (Personal Representations and Claims Permitted) and Article II, 38-18 (Inducement of Others) of this Chapter applies to officers and employees of the Town and independent contractors of the Town.

(e) Article III, Section 38-22 of this Chapter (Applicant Disclosure in Land Use Applications) applies to applicants, petitioners or parties requesting a variance, amendment, change of zoning, approval of a plat, exemption from a plat or official map, license or permit, pursuant to the

provisions of any local law, rule or regulation constituting the zoning and planning regulations of the Town.

(f) The provisions of this Chapter shall supplement all applicable State and local laws relating to conflicts of interest and municipal ethics including, but not limited to, article 18 of the General Municipal Law and all related rules, regulations, policies and procedures of the Town of Hempstead.

(g) The termination of an officer's or employee's term of office or employment with the Town shall not affect the jurisdiction of the Board of Ethics or the Town Board with respect to the requirements imposed by this Chapter on the former officer or employee for his or her actions or interests while a Town officer or employee.

ARTICLE II. CODE OF CONDUCT

§ 38-4. Use of Town Position for Personal or Private Gain.

No Town officer or employee shall use his or her Town position or official powers and duties to secure a material benefit, whether financial or otherwise, for

- (a) Himself or herself,
- (b) A Relative, dependent or member of his or her household,
- (c) Any private organization in which he or she has an Interest,
- (d) A person from whom the officer or employee has received a private loan or loans, or a gift or gifts, having an aggregate value of seventy five dollars (\$75.00) or more during the previous twelve months.

§ 38-5. Prohibited Business and Professional Dealings and Contracts.

(a) Except as provided in subdivision twelve of this section, no Town officer or employee whether paid or unpaid, shall accept or retain other employment, engage in any business transactions, make or retain any investments, have any financial interest, or engage in other activities that directly or indirectly create a conflict with his or her official duties.

(b) Without limitation to the foregoing, no Town officer or employee shall have an Interest in any contract with the Town, when such officer or employee, individually or as a member of a board or commission, has the power or duty, whether or not exercised, to:

- (1) Negotiate, prepare, authorize or approve the contract or authorize or approve payment thereunder;
- (2) Audit bills or claims under the contract, or
- (3) Appoint an officer or employee who has any of the foregoing powers or duties.

(d) For the purposes of this Section, the term "contract" means any claim, account or demand against or agreement with the Town, express or implied.

(e) Notwithstanding the foregoing, for the purposes of this Section, the term "contract" shall not include:

(1) The designation of a bank or trust company as a depository, paying agent, registration agent or for investment of Town funds except when the chief fiscal officer, treasurer, or his deputy or employee, has an Interest in such bank or trust company; provided, however, that where designation of a bank or trust company outside the Town would be required because of the foregoing restriction, a bank or trust company within the municipality may nevertheless be so designated;

(2) A contract with a person, firm, corporation or association in which a Town officer or employee has an Interest which is prohibited solely by reason of his or her status as an officer or employee thereof, if the compensation from such employment will not be directly affected as a

result of the contract and the duties of such employment do not directly involve the procurement, preparation or performance of any part of the contract;

- (3) The designation of a newspaper, including but not limited to an official newspaper, for the publication of any notice, resolution, ordinance or other proceeding where such publication is required or authorized by law;
- (4) The purchase by the Town of real property or an Interest therein, provided the purchase and the consideration therefor is approved by order of the supreme court upon petition of the Town Board;
- (5) The acquisition of real property or an Interest therein, through condemnation proceedings according to law;
- (6) A contract with a membership corporation or other voluntary nonprofit corporation or association;
- (7) The sale of bonds and notes pursuant to Section 60.10 of the Local Finance Law
- (8) A contract in which a Town officer or employee has an Interest if such contract was entered into prior to the time he or she was elected or appointed as such officer or employee, but this paragraph shall in no event authorize a renewal of any such contract;
- (9) A contract with a corporation in which a Town officer or employee has an Interest by reason of stockholdings when less than five percent of the outstanding stock of the corporation is owned or controlled directly or indirectly by such officer or employee;
- (10) A contract for the furnishing of public utility services at rates or charges that are fixed or regulated by the public service commission;
- (11) A contract for the payment of a reasonable rental of a room or rooms owned or leased by a Town officer or employee, used in the performance of his or her official duties, and designated as an office or chamber;
- (12) A contract for the payment of a portion of the compensation of a private employee of an officer when such employee performs part time service in the official duties of the office;
- (13) A contract in which a Town officer or employee has an Interest if the total consideration payable thereunder, when added to the aggregate amount of all consideration payable under contracts in which such person had an Interest during the fiscal year, does not exceed the sum of seven hundred fifty dollars.
- (14) A contract with a member of a private industry council established in accordance with the federal job training partnership act or any firm, corporation or association in which such member holds an Interest, provided the member discloses such Interest to the council and the member does not vote on the contract.

§ 38-6. Recusal.

No Town officer or employee shall participate in any decision or take any official action requiring the exercise of discretion, including discussing, deliberating or voting on a matter, when he or she knows or has reason to know that the action may confer a direct or indirect, material, financial or other benefit on a person or entity specified in Section 38-4 of this Chapter.

§ 38-7. Prohibition Inapplicable; Recusal and Disclosure Not Required.

(a) The requirements relating to recusal set forth in Section 38-6 of this Chapter, and the disclosure requirements set forth in Article III of this Chapter, shall not apply with respect to the following matters:

- (1) Adoption of the Town's annual budget;
- (2) Any matter requiring the exercise of discretion that directly affects any of the following groups of people or a similarly situated class of such people:

- (i) All or substantially all Town officers or employees;
 - (ii) All or substantially all residents or taxpayers of the Town or an area of the Town; or
 - (iii) The general public; or
 - (iv) Any ministerial matter (a matter that does not require the exercise of discretion).
- (3) Uncompensated participation by a member of the Town Board, or by a Town Board member's staff on behalf of such member, in public advocacy whether or not on behalf of a constituent.
- (4) Appearance by a Town employee before a Town department, agency, board or commission in a representative capacity on behalf of an employee organization in any matter where such appearance is duly authorized by the employee organization.
- (5) Uncompensated participation in public advocacy by a Town officer or employee who serves as a political party chairperson.
- (b) Recusal shall not be required, but disclosure pursuant to Article II of this Chapter shall be required, with respect to any matter:
- (1) Which comes before a board or commission when a majority of the entire membership of the board or commission would otherwise be prohibited from acting; or
 - (2) Which comes before a Town officer when the officer would be prohibited from acting and the matter cannot be lawfully delegated to another person.

§ 38-8. Investments in Conflict with Official Duties.

- (a) No Town officer or employee shall acquire or maintain any investment:
- (1) The ownership of which requires that the Town officer or employee frequently and inevitably recuse himself or herself; or
 - (2) That would impair his or her independence of judgment in the exercise or performance of his or her official powers and duties.
- (b) This Section shall not prohibit a Town officer or employee from acquiring or maintaining the following:
- (1) Real property located within the Town and used as his or her personal residence;
 - (2) Less than five percent of the stock of a publicly traded corporation; or
 - (3) Bonds or notes issued by the Town and acquired more than one year after the date on which the bonds or notes were originally issued.

§ 38-9. Secondary Employment in Conflict with Official Duties.

- (a) No elected Town official or Town employee serving as staff to the Board or to a Town Board member, shall receive or agree to receive, directly or indirectly, any compensation for consulting or advisory services in connection with any proposed local law or resolution of the Town Board.
- (b) No Town officer or employee shall ask for, pursue or accept secondary employment with any person or organization that has a matter requiring the exercise of discretion pending before the Town officer or employee, either individually or as a member of a board or commission, while the matter is pending or within the 30 days following final disposition of the matter.
- (c) No Town officer or employee, during his or her tenure as a Town officer or employee, shall engage in any secondary employment, or engage in any business, commercial, or professional activity, when the secondary employment or business, commercial or professional activity:
- (1) Involves duties that are incompatible with those of the official duties of the Town officer

or employee;

- (2) May be reasonably expected to require frequent and inevitable recusal;
 - (3) May be reasonably expected to require disclosure or personal use of confidential information gained by reason of serving as a Town officer or employee;
 - (4) Pursuant to which the officer or employee will receive, or enter into any agreement, express or implied, to receive compensation for services to be rendered in connection with any matter before any Town department, agency, board or commission of which he or she is an officer, member or employee or of any Town department, agency, board or commission over which he or she has jurisdiction or to which he has the power to appoint any member, officer or employee;
 - (5) Pursuant to which the officer or employee will receive, or enter into any agreement, express or implied, to receive compensation for services to be rendered in connection with any matter before any Town department, agency, board or commission, whereby his compensation is to be dependent or contingent upon any action by such department, agency, board or commission with respect to such matter, provided that this paragraph shall not prohibit the fixing at any time of fees based upon the reasonable value of the services rendered; or
 - (6) Involves the representation of a person or organization other than the Town, or pursuant to which the officer or employee will receive, or enter into any agreement, express or implied, to receive compensation for services rendered in connection with any application, request, claim or proposal before any Town department, agency, board or commission, or any litigation, negotiations or matter requiring the exercise of discretion to which the Town is a party.
- (d) Notwithstanding the foregoing, in the absence of an actual conflict of interest, a person serving the Town or any agency thereof without compensation shall not be subject to the prohibitions set forth in subdivision (6) of this Section 38-9

§ 38-10. Future Employment.

- (a) No Town officer or employee shall ask for, pursue or accept a private post-government employment opportunity with any person or organization that has a matter requiring the exercise of discretion pending before the Town officer or employee, either individually or as a member of a board or commission, while the matter is pending or within the 30 days following final disposition of the matter.
- (b) No Town officer or employee, for the one-year period after serving as a Town officer or employee, shall appear before or communicate in any form with the Town office, board, department or comparable organizational unit for which he or she served, except on behalf of the State or a political subdivision or instrumentality thereof, or in furtherance of the interests of the Town with the approval of the Board of Ethics upon application of the his or her former Town department, agency, board or commission.
- (c) No Town officer or employee, at any time after serving as a Town officer or employee, shall represent or render services to a private person or organization in connection with any particular matter in which he or she personally and substantially participated while serving as a Town officer or employee, except on behalf of the State or a political subdivision or instrumentality thereof, or in furtherance of the interests of the Town with the approval of the Board of Ethics upon application of a Town department, agency, board or commission.

§ 38-11. Independent Contractors.

No independent contractor or employee of an independent contractor of the Town shall seek to exert undue influence, or to obtain an undue preference, on behalf of a private interest, directly or indirectly, in a matter before any Town department, agency, board or commission. A violation of this Section shall be cause for termination of the independent contractor's engagement with the Town.

§ 38-12. Personal Representations and Claims Permitted.

This code shall not be construed as prohibiting a Town officer or employee or an independent contractor of the Town from:

(a) Seeking or accepting Town services, benefits, or the use of Town facilities, on the same terms and conditions as are available to Town residents or a class of similarly situated Town residents.

(b) Representing, without compensation, himself or herself, a Relative, a dependent, or a member of his or her household before a Town department, agency, board or commission other than the one served by the Town officer, employee or independent contractor; or

(c) Asserting a claim against the Town on his or her own behalf, or on behalf of a Relative, dependent or member of his or her household, unless the claim is prohibited by Section 38-2 of this Article, or by Section 801 of the New York General Municipal Law.

§ 38-13. Use of Town Resources.

(a) Town resources shall be used only for lawful Town purposes. Town resources include, but are not limited to, Town personnel, compensated time, money, vehicles, equipment, letterhead, postage, printing services, materials, supplies or other property.

(b) No Town officer or employee shall use or permit the use of Town resources for personal or private purposes, but this provision shall not be construed as prohibiting:

(1) Any use of Town resources authorized by law, Town policy or collective bargaining agreement to which the Town is a party;

(2) The use of Town resources for personal or private purposes when provided to a Town officer or employee as part of his or her compensation; or

(3) The occasional and incidental use of Town telephones and computers for necessary personal, non-business matters such as family care and changes in work schedule.

(c) No Town officer or employee shall cause the Town to spend more than is reasonably necessary for transportation, meals or lodging in connection with official travel.

§ 38-14. Nepotism.

Except as otherwise required by law:

(a) No Town officer or employee, either individually or as a member of a Town Board or commission, shall participate in any decision to appoint, hire, promote, discipline or discharge a Relative, dependent or a member of his or her household.

(b) No Town officer or employee shall directly supervise a Relative, dependent or member of his or her household in the performance of such person's official duties.

§ 38-15. Use of Town Position to Induce or Reward Political Contributions.

(a) No Town officer or employee shall directly or indirectly use his or her authority or official influence to compel or induce a subordinate Town officer or employee to make, or promise to make, any political contribution, whether by gift of money, service or other thing of value.

(b) No Town officer or employee shall act or decline to act in relation to appointing, hiring or promoting, discharging, disciplining, or in any manner changing the official rank, status or compensation of any Town officer or employee, or an applicant for a position as a Town officer or employee, on the basis of the giving or withholding or neglecting to make any contribution of money or service or any other valuable thing for any political purpose.

§ 38-16. Confidential Information.

(a) No current or former Town officer or employee shall disclose confidential information concerning the property, government or affairs of the Town or any other confidential information of an official character obtained as a result of Town employment except when disclosure is required by law or when such information is otherwise available to the public, nor shall he or she use such information to advance the financial or other private interest of himself or herself or others.

(b) No Town officer or employee shall directly or indirectly intercept or access an electronic communication sent or received by another Town officer or employee, except pursuant to the Freedom of Information Law or other statutory authority, a court order, a duly issued subpoena, or pursuant to an investigation authorized by the Town Attorney.

§ 38-17. Gifts, Tips and other Benefits.

(a) No Town officer or employee shall directly or indirectly solicit any gift or other benefit from a person who has received or sought a financial benefit from the Town within the previous twelve months.

(b) No Town officer or employee shall accept any gift or other benefit from a person who the Town officer or employee knows or has reason to know has received or sought a financial benefit from the Town within the previous twelve months.

(c) No Town officer or employee shall solicit, accept or agree to accept any gift, tip or other benefit for having engaged in official conduct which he or she was required or authorized to perform, and for which he or she was not entitled to any special or additional compensation.

(d) No Town officer or employee shall accept or receive any gift, tip or other benefit, or multiple gifts, tips or other benefits from the same donor in a twelve month period, having an aggregate value of seventy-five dollars or more when:

(1) the gift, tip or other benefit would reasonably appear to be intended to influence the officer or employee in the exercise or performance of his or her official duties;

(2) the gift, tip or other benefit would reasonably be expected to influence the officer or employee in the exercise or performance of his or her official duties; or

(3) the gift, tip or other benefit would reasonably appear to be intended as a reward for any official action on the part of the officer or employee.

(e) For purposes of this Section, a "gift, tip or other benefit" includes anything of value, whether in the form of money, service, loan, travel, entertainment, hospitality, thing or promise, or in any other form. The value of a gift, tip or other benefit is its fair market value, determined by the retail cost of the item or a comparable item. The fair market value of a ticket entitling the holder to food, refreshments, entertainment, or any other benefit is the face value of the ticket, or the actual cost to the donor, whichever is greater.

(f) Notwithstanding the foregoing, this Section shall not prohibit:

(1) Gifts made to the Town;

(2) Gifts from a person with a family or personal relationship with the officer or employee when it is reasonable to conclude that the personal relationship, rather than the recipient's status as a Town officer or employee, is the primary motivating factor for the gift;

(3) Gifts given on non-recurring special occasions, such as marriage, illness, or retirement, which are reasonable and customary;

(4) Unsolicited advertising or promotional material of little intrinsic value, such as pens, pencils, note pads, and calendars;

(5) Awards and plaques having a value of seventy-five dollars or less which are publicly presented in recognition of service as a Town officer or employee, or other service to the community; or

(6) Incidental meals and refreshments provided when a Town officer or employee is a speaker or participant at a job-related professional, charitable, educational, or community conference, program or event;

(7) Gifts or benefits having a value of one hundred (\$100.00) dollars or less that are received by a Town officer or employee serving in a capacity listed in Section 11 of the Domestic Relations Law for the solemnization of a marriage by the officer or employee at a place other than his or her

normal public place of business or at a time other than his or her normal hours of business;

(8) Gifts or benefits having a value of seventy five (\$75.00) dollars or less that are received by a marriage officer appointed by the Town Board pursuant to Section 11-c of the Domestic Relations Law and serving without salary or wage, for the solemnization of a marriage by the officer or employee.

§ 38-18. Inducement of Others.

No Town officer, employee or independent contractor shall induce a Town officer, employee or independent contractor to violate, nor aid a Town officer, employee or independent contractor in violating, any of the provisions of this Chapter.

§ 38-19. Criminal Convictions.

a. No person convicted of a felony, or a misdemeanor involving a violation of his or her oath of office, shall hold Town elective office unless such conviction shall have been reversed or vacated; a certificate of relief from civil disabilities shall not be the basis for eligibility to hold Town elective office.

b. No appointed officer of the Town shall continue in service after having been convicted of a felony, or a misdemeanor involving a violation of his or her oath of office, except as provided herein.

c. No employee of the Town shall continue in service after having been convicted of a crime that is directly related to the employment held by the individual, or that would involve an unreasonable risk to property or to the safety or welfare of specific individuals or the general public, as determined by the appointing authority upon consideration of the factors set forth in N.Y. Corrections Law §753.

d. No independent contractor of the Town shall continue in service after having been convicted of a crime that is directly related to the Town engagement, or that would involve an unreasonable risk to property or to the safety or welfare of specific individuals or the general public, as determined by the appointing authority upon consideration of the factors set forth in N.Y. Corrections Law §753.

e. A former employee of the Town convicted of a crime that is directly related to the employment held by the individual, or that would involve an unreasonable risk to property or to the safety or welfare of specific individuals or the general public shall be eligible for reinstatement if such conviction shall have been reversed or vacated, or upon consideration of the factors set forth in N.Y. Corrections Law §753.

f. A former independent contractor of the Town convicted of a crime that is directly related to the employment held by the individual, or that would involve an unreasonable risk to property or to the safety or welfare of specific individuals or the general public shall, in the discretion of the appointing authority, be eligible for reinstatement if such conviction shall have been reversed or vacated, or upon receipt of a certificate of relief from civil disabilities.

ARTICLE III. DISCLOSURE

§ 38-20. Particular Matter Disclosure.

Whenever a Town officer or employee is required to recuse himself or herself under the Chapter, he or she: (1) shall promptly inform his or her department head, if any, and the Town Attorney; and (2) shall promptly file with the Town Clerk a signed statement disclosing the reason for recusal or, if a member of a board or commission that maintains a public record of its proceedings, shall promptly state that information upon the public record of the board or commission.

§ 38-21. Disclosure of Interests in Town Contracts.

(a) Where a Town officer or employee, or his or her spouse, knows that he or she has or will have an Interest in any actual or proposed contract, purchase agreement, lease agreement, or other agreement, including oral agreements, with the Town, the officer or employee shall publicly disclose the nature and extent of that Interest in writing to his or her department head and to the Town Attorney as soon as he or she has knowledge of the actual or prospective Interest.

(b) For purposes of this disclosure requirement:

(1) The term "contract" shall mean any claim, account or demand against or agreement with the Town, express or implied; and

(2) A Town officer or employee shall be deemed to have an Interest in the contract of his or her Relative, dependent or household member, and any private organization when he or she, or his or her Relative, dependent or household member is an owner, partner, member, director, officer, employee, individually or in the aggregate, directly or indirectly owns or controls more than 5% of the organization's equity or debt, whether in the form of outstanding stock or otherwise.

§ 38-22. Applicant Disclosure in Land Use Applications.

(a) Every application, petition, or request submitted for a variance, amendment, change of zoning, approval of a plat, exemption from a plat or official map, license or permit, pursuant to the provisions of any local law, rule or regulation constituting the zoning and planning regulations of the Town shall state the name, residence, and the nature and extent of the interest of any officer of the state, or any officer or employee of the County of Nassau, or of the Town, in the person, partnership or association making the application, petition or request to the extent known.

(b) For the purpose of this disclosure requirement, an officer or employee shall be deemed to have an interest in the applicant when he or she, his or her spouse, domestic partner, or their brothers, sisters, parents, children grandchildren, or the spouse of any of them:

(1) Is the applicant, or

(2) Is an officer, director, partner, or employee of the applicant, or

(3) Legally or beneficially owns or controls stock of a corporate applicant or is a member of a limited liability company, partnership, or association applicant (except that ownership of less than five percent of the stock of a publicly traded corporation shall not constitute an interest for the purposes of this disclosure requirement, or

(4) Is a party to an agreement with such an applicant, express or implied, whereby he or she will receive any payment or other benefit, whether or not for such services rendered, dependent or contingent upon the favorable approval of such application, petition or request.

§ 38-23. Annual Financial Disclosure.

(a) Persons required to file annual statements of financial disclosure. The following Town Officers and Employees ("individually and collectively, "Reporting Person") shall file an annual statement of financial disclosure with the Board of Ethics:

(1) Elected Town officials,

(2) Department heads, deputy department heads, and division heads,

(3) Attorneys, engineers, architects, accountants, auditors and real estate agents employed by the Town,

(4) Code enforcers, licensed inspectors, licensed inspector trainees, and investigators

(5) Town Officers or Employees holding a policymaking position.

(6) Candidates for elective Town office, and

(7) Town political party chairs.

(b) Policymaking positions. For the purposes of this Section, a person shall be considered to hold a policymaking position if he or she exercises responsibilities of a broad scope in the formulation of plans for the implementation of goals or policy for a local agency or acts as an advisor to an individual in such a position. In determining whether a person holds a policymaking position, the following factors shall be considered, applied to the powers and duties of the position as set forth in the job description or any applicable law or regulation as well as the actual duties performed by the person:

- (1) Whether the position permits meaningful input into the governmental decision-making process on issues where there is room for principled disagreement on goals or their implementation;
- (2) Whether the powers and duties of the position are broadly defined and require more than the exercise of simple ministerial competence;
- (3) Whether the position permits the person to exercise control over other officers or employees;
- (4) Whether the position involves the establishment of priorities or the development of programs;
- (5) Whether the position requires or authorizes the conducting of studies or entails a significant degree of involvement in the preparation of budgets or budget requests for a local agency or municipality;
- (6) Whether the position authorizes the person to speak on behalf of local elected officials or other policymakers;
- (7) Whether the position entails frequent contact with local elected officials or their principal deputies.

(c) Form of statement.

- (1) All Reporting Persons shall file a disclosure statement in the form annexed hereto as Appendix A, as such form may be modified from time to time by resolution of the Town Board.
- (2) The Board of Ethics shall recommend any amendments to the forms of financial disclosure statement that it deems warranted or that may be required by law, and shall submit such recommended amendments, in the form of a resolution, to the Town Board for consideration.

(d) Time for filing.

- (1) Reporting Persons other than candidates for elected Town office shall file financial disclosure statements with the Board of Ethics on or before May 15 of each year or, if later, on or before the thirtieth day following the commencement of Town service.
- (2) Candidates for Town elective office shall file financial disclosure statements with the Board of Ethics within thirty days of nomination or designation pursuant to the applicable provisions of the New York election law.

(e) Designation of officers and employees required to file annual disclosure statements.

- (1) No later than the last day of March of each year: (i) the Department of Human Resources shall cause to be filed with the Board of Ethics, with a copy to the Town Attorney, a list of the names and offices or positions of all officers and employees of the Town required to file annual disclosure statements pursuant to this Section 38-23(a)(1) through (4); and (ii) the Town Attorney shall notify all such officers and employees of their obligation to file an annual disclosure statement.
- (2) No later than the last day of March of each year: (i) the Town Attorney shall cause to be filed with the Board of Ethics a list of the names and offices or positions of all Reporting Persons required to file annual disclosure statements pursuant to this Section 38-23(a)(5), (6) and (7); and (ii) the Town Attorney shall notify all such persons of their obligation to file an annual disclosure statement.
- (3) Any person designated as a person required to file an annual disclosure statement solely by reason of holding of a policymaking position as that term is used in this Chapter, may apply to the Board of Ethics for reconsideration of his or her filing status and the Board of Ethics may, upon application or upon its own initiative, grant an exemption from filing based upon the criteria set forth herein.

(f) Maintenance and public inspection of disclosure statements.

- (1) All statements filed with the Board of Ethics shall be available for public inspection and copying; except that:

(i) The Board of Ethics may, on its own initiative, to the extent permitted by the Freedom of Information Law (Article 6 of the New York Public Officers Law) withhold from public disclosure particular information, the disclosure of which would constitute an unwarranted invasion of personal privacy; or

(ii) A Reporting Person may request that such information be withheld from public disclosure, and the Board of Ethics, in its discretion, may grant such request to the extent permitted by the Freedom of Information Law (Article 6 of the New York Public Officers Law).

(iii) Upon receipt of a request made pursuant to the Freedom of Information Law for inspection or copying of an Annual Statement of Financial Disclosure ("Disclosure Statement") the Board of Ethics or its designee shall: Inform the filing person of the FOIL request; advise the filing person that the Board will delete from public disclosure the filing person's home address, the names of the filing person's dependent children, and the categories of amounts set forth on the Disclosure Statement; Permit the filing person to identify such other information set forth on the Disclosure Statement that the filing person believes would result in an unwarranted invasion of personal privacy if disclosed; Determine whether the Board has the discretion to deny access to the information so identified pursuant to Freedom of Information Law § 87(2) and, if so, whether the Board will exercise its discretion to do so, and Advise the filing person of its determination before making the Disclosure Statement available for inspection or copying.

(iv) Disclosure Statement filed by a Town elected officer shall be published on the Town's website within thirty days of the date of filing, except that prior to such publication, the Board of Ethics or its designee shall: Inform the Town elected officer that the Disclosure Statement will be published on the Town's website; advise the Town elected officer that the Board will delete from public disclosure the Town elected officer's home address, the names of the Town elected officer's dependent children, and the categories of amounts set forth on the Disclosure Statement; Permit the Town elected officer to identify such other information set forth on the Disclosure Statement that the Town elected officer believes would result in an unwarranted invasion of personal privacy if disclosed; Determine whether the Board has the discretion to deny access to the information so identified pursuant to Freedom of Information Law § 87(2) and, if so, whether the Board will exercise its discretion to do so, and Advise the Town elected officer of its determination before publishing the Disclosure Statement.

(g) Review of lists and disclosure statements.

(1) The Board of Ethics shall review:

(i) The lists of officers and employees required to file annual disclosure statements pursuant to this Chapter. The Board of Ethics shall add the name of any other officer or employee which the Board of Ethics determines should appear on the list and shall remove the name of any officer or employee which the Board of Ethics determines should not appear on the list.

(ii) All annual disclosure statements to determine whether any person required to file such a statement has failed to file it, has filed a deficient statement, or has filed a statement that reveals a possible or potential violation of this Chapter.

(iii) All applicant disclosure statements.

(2) If the Board of Ethics determines that an annual disclosure statement, or a transactional disclosure statement is deficient or reveals a possible or potential violation of this Chapter, the Board of Ethics shall notify the person in writing of the deficiency, or possible or potential violation and of the penalties for failure to comply with this Chapter.

ARTICLE IV. BOARD OF ETHICS

§ 38-24. Board of Ethics.

(a) There is hereby established a Board of Ethics for the Town. The Board of Ethics shall consist of five members, one of whom shall be the Town Attorney, two of whom shall be nominated by the Majority Leader subject to confirmation by the Town Board, one of whom shall be nominated by the Town Supervisor subject to confirmation by the Town Board, and one of whom shall be nominated by the Minority Leader subject to confirmation by the Town Board. The members of the Board of Ethics shall reside in the Town. The members of the Board of Ethics shall

receive no salary or compensation for their services as members of the Board of Ethics.

- (b) The Board of Ethics shall meet at least once each quarter.
- (c) The Town hereby exercises its authority under the New York Municipal Home Rule Law to supersede Section 808(2) of the New York General Municipal Law as follows. The members of the Board of Ethics other than the Town Attorney shall serve for fixed, staggered terms of four years; with the first members so appointed serving for terms of four years, three years, two years, and one year, respectively. With the exception of the Town Attorney, no member of the Board of Ethics shall otherwise be an officer or employee of the Town.
- (d) No more than two members of the Board of Ethics shall be enrolled members of the same political party.
- (e) The Board of Ethics shall elect a chairperson from among its members at the first meeting of each year.
- (f) The Board of Ethics shall have the confidential advice of legal counsel appointed by the Town Board or, if none, the Town Attorney, and the services of a confidential secretary otherwise employed by the Town.
- (g) Pursuant to the authority granted by Freedom of Information Law § 87, counsel to the Board of Ethics is designated as the person from whom Board of Ethics records may be obtained.

§ 38-25. Powers and Duties of the Board of Ethics.

- (a) The Board of Ethics shall have the following powers and duties:
 - (1) To prescribe and promulgate rules of procedure for the discharge of its duties;
 - (2) To review, index, and maintain on file, and make available for public inspection and copying, lists of officers and employees required to file annual disclosure statements, particular matter disclosure statements, applicant disclosure statements, and annual disclosure statements filed with the Board of Ethics pursuant to this Chapter;
 - (3) To grant exemptions from filing annual statements of financial disclosure from persons designated as policymakers based on the criteria set forth in the Chapter;
 - (4) To grant exemptions from disclosure of identifying client or customer information to the extent permitted by the Freedom of Information Law (Article 6 of the New York Public Officers Law). In determining a request for such an exemption, the Board of Ethics may consider, among other things, such advisory opinion as the reporting individual may obtain from the applicable professional ethics authority. In addition, the Board of Ethics may consider the nature and size of the client or customer; the significance of the application, request, claim or interest in any proposal or matter before the Town; whether the disclosure may reveal trade secrets; whether disclosure may reasonably be expected to create a risk of retaliation against the client or customer; whether disclosure may cause undue harm to the professional relationship between the reporting person and the client or customer; and whether disclosure may result in an undue invasion of the privacy of the client or customer.
 - (5) To review, index, maintain on file, and dispose of sworn complaints and to make notifications and conduct investigations pursuant to this Chapter;
 - (6) To conduct hearings, recommend disciplinary action to the appointing authority, assess penalties, make referrals, and initiate appropriate actions and proceedings pursuant to this Chapter;
 - (7) To grant waivers pursuant to this Chapter;
 - (8) To render, index, and maintain on file advisory opinions pursuant to this Chapter;
 - (9) To provide ethics training and education to Town officers and employees;
 - (10) To prepare an annual report to the Town Board and recommend changes to this Chapter; and

(11) To provide for public inspection and copying of its records, subject to the terms and conditions set forth in this Chapter and in the Freedom of Information Law (Article 6 of the New York Public Officers Law).

(b) Investigations.

(1) Upon receipt of a complaint by any person alleging a violation of this Chapter, any applicable State or local law relating to conflicts of interest and municipal ethics including, but not limited to, article 18 of the General Municipal Law, or any related rule, regulation, policy or procedure of the Town of Hempstead, or upon determining on its own initiative that there are reasonable grounds for concluding that any such violation may exist, the Board of Ethics shall conduct such investigation as it deems necessary or appropriate to carry out the provisions of this Chapter.

(2) The Board of Ethics shall acknowledge receipt of all complaints that it receives, and shall proceed with reasonable promptness to conduct such investigations thereof as it deems necessary or appropriate.

(3) In conducting investigation, the Board of Ethics may administer oaths or affirmations, subpoena witnesses, compel their attendance, and require the production of books or records that it deems relevant and material.

(4) Complainants shall be afforded such whistleblower protections as may be provided by law, to the extent applicable.

(5) The Board of Ethics shall state in writing the disposition of every complaint it receives and of every investigation it conducts and shall set forth the reasons for the disposition. All such statements and all complaints shall be indexed and maintained on file by the Board of Ethics.

(6) Any person filing a complaint with the Board of Ethics shall be notified in writing of the disposition of the complaint, to the extent permitted by law.

(7) All documents and hearings relating to the investigation and hearing of any alleged violation of this Chapter shall be confidential and not available for public inspection or open to the public, except as otherwise required by this Chapter or by the Freedom of Information Law (Article 6 of the New York Public Officers Law). All dispositions, including negotiated dispositions, in which the Board of Ethics finds a violation of this Chapter shall be available for public inspection and copying.

(8) Nothing in this Section shall be construed to permit the Board of Ethics to conduct an investigation of itself or of any of its members or staff. If the Board of Ethics receives a complaint alleging that the Board of Ethics or any of its members or staff has violated any provision of this Chapter, or of any other law, the Board of Ethics shall promptly transmit a copy of the complaint to the Town Board, with a copy to the Town Attorney.

(c) Assessment of penalties; referral for prosecution.

(1) Civil fine. In its discretion after a hearing providing for due process procedural mechanisms, the Board of Ethics may assess a civil fine, not to exceed ten thousand (\$10,000) dollars for each violation, upon any Town officer, employee or independent contractor found by the Board of Ethics to have violated this Chapter. The civil fine shall be payable to the Town.

(2) Referral to Prosecutor. The Board of Ethics may refer to the appropriate prosecutor any matter that, in the judgment of the Board of Ethics, might involve criminal misconduct. Nothing contained in this Chapter shall be construed to restrict the authority of any prosecutor or the attorney general to prosecute a violation of this Chapter or of any other law. If such a referral is made, the Board of Ethics shall defer taking any further action in the matter pending a determination by the prosecutor that the matter will or will not result in a prosecution.

(d) Recommendation of other sanctions. In its discretion, after a hearing providing for due process procedural mechanisms and subject to any applicable provisions of law and collective bargaining agreements, the Board of Ethics may recommend that the Town Board impose one or more of the following sanctions:

(1) Disciplinary action. The Board of Ethics may recommend that the Town impose appropriate

disciplinary action.

- (2) Damages. The Board of Ethics may recommend that the Town initiate an action in the Supreme Court of the State of New York to obtain monetary damages.
- (3) Civil forfeiture. The Board of Ethics may recommend that the Town initiate an action or special proceeding, as appropriate, in the Supreme Court of the State of New York to obtain civil forfeiture.
- (4) Debarment. The Board of Ethics may recommend that the Town initiate an action or special proceeding, as appropriate, in the Supreme Court of the State of New York for an order of debarment.
- (5) Injunctive relief. The Board of Ethics may recommend that the Town initiate an action or special proceeding, as appropriate, in the Supreme Court of the State of New York for injunctive relief to enjoin a violation of this Chapter or to compel compliance with this Chapter.
- (e) Nothing in this Section shall be construed to permit the Board of Ethics to take any action with respect to any alleged violation of this Chapter, or of any other law, by the Board of Ethics or by any member or staff member thereof.
- (f) Nothing in this Section shall be construed to permit the Board of Ethics to take any action which would violate the terms of any collective bargaining agreement to which the Town is a party.
- (g) Waivers.

(1) Upon written application by a current or former Town officer, employee or independent contractor, and upon written approval by his or her department head, the Board of Ethics may grant the applicant, or his or her private employer or business, a waiver of any of the provisions of Sections 38-4 (Use of Town position for personal or private gain), 38-6 (Recusal), 38-8 (Investments in conflict with official duties), 38-9 (Private employment in conflict with official duties), 7 (Future employment), 38-14 (Nepotism), and 28-17)b and (d) (Gifts) of this Chapter, where the Board of Ethics finds that waiving such provision would not be in conflict with the purposes and interest of the Town, provided, however, that no such waiver shall permit any conduct or interest otherwise prohibited by Article 18 of the General Municipal Law.

(2) Waivers shall be in writing, shall state the grounds upon which they are granted, and shall be available for public inspection and copying. All applications, decisions, and other records and proceedings relating to waivers shall be indexed and maintained on file by the Board of Ethics.

(h) Advisory opinions.

(1) Upon the written request of any current or former Town officer, employee or independent contractor inquiring about himself or herself, or upon the request of the head of a Town department, agency, board or commission inquiring about a person subject to his or her supervision, the Board of Ethics shall render a written advisory opinion with respect to the interpretation or application of this Chapter, any applicable State and local laws relating to conflicts of interest and municipal ethics including, but not limited to, article 18 of the General Municipal Law, and all related rules, regulations, policies and procedures of the Town of Hempstead, to the future or continuing conduct or interests of such Town officer, employee, independent contractor or his or her outside employer or business.

(2) Advisory opinions and requests for advisory opinions shall be indexed and maintained on file by the Board of Ethics. The Board of Ethics shall publish such of its advisory opinions as it believes will provide guidance to other Town officers or employees, provided, however, that the publicly available copy of such opinions shall contain such deletions as may be necessary to prevent disclosure of the identity of the involved officers and employees. Advisory opinions and requests for advisory opinions shall otherwise be confidential and not available for public inspection or open to the public, except as required by this Chapter or by the Freedom of Information Law (Article 6 of the New York Public Officers Law).

(i) Training and education.

The Board of Ethics:

(1) Shall make information concerning this Chapter available to the officers, employees and independent contractors of the Town, to the public, and to persons interested in doing business with the Town;

(2) Shall develop educational materials and an educational program on the provisions of this Chapter for the officers, employees and independent contractors of the Town, for the public, and for persons interested in doing business with the Town.

(3) The Town Board shall assist the Board of Ethics in the publication, posting, and distribution of a plain language guide and other ethics information and educational materials, including but not limited to posting such ethics information and educational material on the Town website, and in the development and presentation of ethics educational programs.

(4) Each Town officer and employee shall receive ethics training, in such form as determined by the Board of Ethics, within six months of the effective date of this Chapter or within six months of the commencement of Town service, if later; thereafter, all Reporting Persons as defined by Section 38-23 (Annual Financial Disclosure) of this Chapter other than candidates for Town elective office and Town political party chairs shall receive such ethics training at least biennially, and all other Town officers and employees shall receive such ethics training at least once every four years.

(j) Annual reports; review of ethics laws.

(1) The Board of Ethics shall prepare and submit an annual report to the Town Board summarizing the activities of the Board of Ethics. The report may also recommend changes to the text or administration of this Chapter.

(2) The Board of Ethics shall periodically review this Chapter and the administrative procedures promulgated by the Board of Ethics, to determine whether they promote integrity, public confidence, and participation in Town government and whether they set forth clear, reasonable and enforceable standards of conduct.

ARTICLE V. MISCELLANEOUS

§ 38-26. Existing Rights and Remedies.

No existing right or remedy shall be lost, impaired, or affected by reason of this Chapter.

§ 38-27. Posting and Distribution.

(a) The Town Supervisor shall promptly cause a copy of this Chapter, and a copy of any amendment to this Chapter, to be posted publicly and conspicuously in each building under the Town's control. The code shall be posted within ten days following the date on which the code takes effect. Any amendment to this Chapter shall be posted within ten days following the date on which the amendment takes effect.

(b) The Town Supervisor shall promptly cause a copy of this Chapter, including any amendments to the code, to be distributed to every person who is or becomes an officer, employee or independent contractor of the Town.

(c) The failure to post this Chapter or any amendment to the code does not affect either the applicability or enforceability of the code or the amendment. The failure of a Town officer or employee to receive a copy of this Chapter or an amendment to this Chapter does not affect either the applicability or enforceability of the code of ethics or amendment to the code.

APPENDIX A

TOWN OF HEMPSTEAD ANNUAL STATEMENT OF FINANCIAL DISCLOSURE

REPORTING PERIOD: CALENDAR YEAR 20_____

ALL QUESTIONS MUST BE COMPLETED.

1. NAME AND ADDRESS.

Last Name	Middle Initial	First Name
Title		
Department or Agency		
Department or Agency Address		Telephone No.
Residence Address		Telephone No.

2. SPOUSE AND CHILDREN.

Provide the name of your spouse (if married) and the names of any dependent children: If none, place a check mark in the following box.

none.

Spouse	Child/Age
Child/Age	Child/Age

NOTE: FOR QUESTIONS 3 TO 6. DO NOT REPORT EXACT DOLLAR AMOUNTS. INSTEAD, REPORT CATEGORIES OF AMOUNTS, USING THE FOLLOWING:

- CATEGORY A: UNDER \$5,000
- CATEGORY B: \$5,001 TO UNDER \$10,000
- CATEGORY C: \$10,001 TO UNDER \$25,000
- CATEGORY D: \$25,001 TO UNDER \$50,000
- CATEGORY E: \$50,001 TO UNDER \$100,000
- CATEGORY F: OVER \$100,000

3. FINANCIAL INTERESTS.

a. *Business Positions.* List any office, trusteeship, directorship, partnership, or other position in any business, association, proprietary, or not-for-profit organization held by you and your spouse or your dependent children, if any, and indicate whether, to your knowledge, during the reporting period, these entities had any application, request, claim or interest in any proposal before a Town department, agency, board or commission, or any litigation, negotiations or matter requiring the exercise of discretion to which the Town is a party. If none, place a check mark in the following box.

none

Name of Family Member	Position	Organization	Town Department Agency and Nature of Involvement

b. *Outside Employment.* Describe any outside occupation, employment, trade, business, or profession providing more than \$1,000 per year for you and your spouse and dependent children, if any, and indicate whether such activities are regulated by any state or local agency. If none, place a check mark in the following box.

none

Name of Family Member	Position	Name, Address, and Description of Organization	State or Local Agency	Category of Amount
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

c. *Clients and Customers Doing Business with the Town.* Identify any client or customer: (i) from which you know that you, your outside employer, firm, limited liability company, partnership, association, or corporation in which you are the owner of more than five percent of the outstanding shares of corporate stock, derived income in excess of five thousand dollars (\$5,000), and (ii) that you know, during the reporting period, had any application, request, claim or interest in any proposal before a Town department, agency, board or commission, or any litigation, negotiations or matter requiring the exercise of discretion to which the Town is a party.

Do not identify any client or customer that received medical, pharmaceutical or dental services, or mental health services.

Do not identify any client or customer that received residential real estate services, other than services rendered in connection with a land use application.

Do not identify any client or customer represented in connection with an investigation or prosecution by law enforcement authorities, bankruptcy, family court, estate planning, or domestic relations matters.

Do not identify any client or customer represented pursuant to an insurance policy, but identify the source of compensation paid to you or the firm.

Do not disclose information prohibited from disclosure by federal or state law, such as information governed by the Family Court Act or the identity of any minor client or customer.

You may seek an exemption from the Board of Ethics in connection with the disclosure of identifying client or customer information.

If none, place a check mark in the following box.

none

Client or Customer	Town Application Claim, Request or Proposal	Amount of Income by Category
_____	_____	_____
_____	_____	_____
_____	_____	_____

d. *Future Employment.* Describe any contract, promise, or other agreement between you and anyone else with respect to your employment after leaving your Town office or position. If none, place a check mark in the following box.

none

e. *Past Employment.* Identify the source and nature of any income in excess of \$1,000 per year from any prior employer, including deferred income, contributions to a pension or retirement fund, profit sharing plan, severance pay, or payments under a buy-out agreement. If none, place a check mark in the following box.

none

Name and Address of Income Source	Description of Income (i.e., pension, deferred, etc.)	Category of Amount
_____	_____	_____
_____	_____	_____
_____	_____	_____

f. *Investments.* Itemize and describe all investments of you, your spouse, and your dependent children, if any, which have a value in excess of \$5,000, or that constitute five percent or more of the debt or equity of any business, limited liability company, partnership, association, or corporation. Include stocks, bonds, loans, pledged collateral, and other investments. Publicly traded corporate stock may be reported in the aggregate. List the location of all real estate within the Town of Hempstead or within five hundred feet of a boundary of the Town, in which you, your spouse, or your dependent children, if any, have an interest, regardless of its value. If none, place a check mark in the following box.

none

Name of Family Member	Name and Address of Business or Real Estate	Description of Investment	Category of Amount
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

g. *Trusts.* Identify each interest of you, your spouse, and your dependent children in a trust or estate or similar beneficial interest in any assets in excess of \$2,000. Do not list IRS eligible retirement plans or interests in an estate or trust of a spouse, child, stepchild, dependent, parent, stepparent, sibling or stepsibling. If none, place a check mark in the following box.

none

Name of Family Member	Trustee/Executor	Description Trust/Estate	Category of Amount
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

h. *Other Income.* Identify the source and nature of any other income in excess of \$1,000 per year from any source not described above, including fiduciary positions, teaching income, lecture

fees, consultant fees, contractual income, rents or other income of any nature, or you, your spouse and your dependent children, if any. Income from real estate rents derived from real property located in the Town of Hempstead, or within five hundred feet of a boundary of the Town should be identified by the property address. Do not list maintenance, alimony or child support. If none, place a check mark in the following box.

none

Name of Family Member	Name and Address of Income Source	Nature of Income	Category of Amount
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

4. GIFTS AND HONORARIUMS.

List the source of all gifts aggregating in excess of \$250 received during the last year by you, your spouse or dependent child, excluding gifts from a Relative. The term "gifts" includes gifts of cash, property, personal items, payments to third parties on your behalf, forgiveness of debt, honorariums, and any other payments that are not reportable as income. If none, place a check mark in the following box.

none

Name of Family Member	Name and Address of Donor	Category of Amount
_____	_____	_____
_____	_____	_____
_____	_____	_____

5. THIRD-PARTY REIMBURSEMENTS.

Identify and describe the source of any third-party reimbursement for travel-related expenditures in excess of \$250 for any matter that relates to your official duties. The term "reimbursement" includes any travel-related expenses provided by anyone other than the Town of Hempstead for speaking engagements, conferences, or fact-finding events that relate to your official duties. If none, place a check mark in the following box.

none

Source	Description	Category of Amount
_____	_____	_____
_____	_____	_____
_____	_____	_____

6. DEBTS.

Describe all debts of you, your spouse, and your dependent children in excess of \$5,000. Do not list any obligation to pay maintenance, alimony or child support. Do not list credit card debt or any loan issued in the ordinary course of business by a financial institution to finance educational costs, the cost of home purchase or improvements for a primary or secondary residence, or purchase of a personally owned motor vehicle, household furniture or appliances. If none, place a check mark in the following box.

none

Name of Family Member	Name and Address of Creditor	Category of Amount
_____	_____	_____
_____	_____	_____
_____	_____	_____

7. INTEREST IN CONTRACTS.

Describe any interest of you, your spouse, or your dependent children in any contract involving the Town of Hempstead or any municipality located within the Town. If none, place a check mark in the following box.

none

Name of Family Member	Contract Description
_____	_____
_____	_____
_____	_____

8. POLITICAL PARTIES.

List any position you held within the last five years as an officer of any political party, political committee, or political organization. The term "political organization" includes any independent body or any organization that is affiliated with or a subsidiary of a political party. If none, place a check mark in the following box.

none

8. DISCLOSURE BY LICENSED PROFESSIONALS AND LOBBYISTS.

a. If you were licensed to practice law, worked as a licensed real estate broker or agent, practiced a profession licensed by the New York State Education Department, or worked as a member or employee of a firm required by law to register as a lobbyist, give a general description of the principal subject areas of matters that you handled during the reporting period, the compensated services that you performed, and whether you personally provided services directly to clients. If none, place a check mark in the following box.

none

b. If you were licensed to practice law, worked as a licensed real estate broker or agent, practiced a profession licensed by the New York State Education Department, or worked as a member or employee of a firm required by law to register as a lobbyist, and are a partner or shareholder in the firm or corporation that engaged in such activities, give a general description of the principal subject areas of matters that the firm or corporation handled during the reporting period. If none, place a check mark in the following box.

none

I have received and read a copy of the Town of Hempstead Code of Ethics.

Signature

Date

DO YOU HAVE QUESTIONS ABOUT THE CODE OF ETHICS? For a confidential advisory opinion, contact the Board of Ethics at the following address, or as provided on the Town's web site:

SECRETARY TO BOARD OF ETHICS
TOWN HALL
1 Washington Street, 3rd Floor
Hempstead, NY 11550
Telephone:
email:

§ 3. Severability.

If any clause, sentence, paragraph, subdivision, Section or other part of this local law shall for any reason be adjudged by any court of competent jurisdiction to be unconstitutional or otherwise invalid, such judgment shall not affect, impair or invalidate the remainder of this local law, and it shall be construed to have been the legislative intent to enact this local law without such unconstitutional or invalid parts therein.

§ 4. Effective Date.

This Chapter shall take effect immediately upon filing in the Office of the Secretary of State of New York.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION CALLING A PUBLIC HEARING FOR THE PURPOSE OF ESTABLISHING AND SETTING ASIDE CERTAIN PARKING SPACES FOR MOTOR VEHICLES FOR THE SOLE USE OF HOLDERS OF SPECIAL PARKING PERMITS ISSUED BY THE COUNTY OF NASSAU TO PHYSICALLY HANDICAPPED PERSONS.

WHEREAS, pursuant to Section 202-48 of the Code of the Town of Hempstead, the Town Board may, from time to time, hold public hearings to establish and set aside public places, streets or portions of streets within the Town as parking spaces for the sole and exclusive use of holders of valid special parking permits issued by the County of Nassau to physically handicapped persons;

NOW, THEREFORE BE IT

RESOLVED, that a public hearing be held in the Town Meeting Pavilion, Hempstead Town Hall, Washington Street, Hempstead, New York, on the 26th day of February, 2019, at 10:30 o'clock in the forenoon of that day, at which time all persons interested shall be heard on the establishment and setting aside of certain parking spaces for motor vehicles for the sole use of holders of special parking permits issued by the County of Nassau to physically handicapped persons at the following locations:

ELMONT

REMSSEN STREET - east side, starting at a point 78 feet north of the north curblineline of Bedford Avenue, north for a distance of 20 feet.
(TH-541/18)

LOUIS AVENUE - west side, starting at a point 268 feet south of the south curblineline of Chelsea Street, south for a distance of 20 feet
(TH-562/18)

UNIONDALE

ARTHUR STREET - south side, starting at a point 710 feet west of the west curblineline of Nassau Road, west for a distance of 20 feet.
(TH-519/18)

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

Item # 29

Case # 21527

BELLMORE

NEWBRIDGE ROAD - east side, starting at a point 90 feet south of the south curblineline of Marlboro Place, south for a distance of 20 feet.

(TH-218/16 - 11/15/16) (TH-537/18)

OCEANSIDE

JACKSON STREET - north side, starting at a point 25 feet west of the west curblineline of Rockville Centre Parkway, west for a distance of 20 feet.

(TH-476/08 - 2/10/09) (TH-556/18)

; and, BE IT FURTHER

RESOLVED, that the Town Clerk shall give notice of such hearing by the publication thereof once in a newspaper having a general circulation in the Town of Hempstead, once at least ten days prior to the above-specified date of said hearing.

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

AYES:

NOES:

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that pursuant to Section 202-48 of the code of the Town of Hempstead entitled, "Handicapped Parking On Public Streets," a public hearing will be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, on the 26th day of February, 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

ELMONT

REMSEN STREET - east side, starting at a point 78 feet north of the north curblineline of Bedford Avenue, north for a distance of 20 feet.
(TH-541/18)

LOUIS AVENUE - west side, starting at a point 268 feet south of the south curblineline of Chelsea Street, south for a distance of 20 feet
(TH-562/18)

UNIONDALE

ARTHUR STREET - south side, starting at a point 710 feet west of the west curblineline of Nassau Road, west for a distance of 20 feet.
(TH-519/18)

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

BELLMORE

NEWBRIDGE ROAD - east side, starting at a point 90 feet south of the south curblineline of Marlboro Place, south for a distance of 20 feet.
(TH-218/16 - 11/15/16) (TH-537/18)

OCEANSIDE

JACKSON STREET - north side, starting
at a point 25 feet west of the west
curbline of Rockville Centre Parkway,
west for a distance of 20 feet.
(TH-476/08 - 2/10/09) (TH-556/18)

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

Dated: February 5, 2019
Hempstead, New York

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

LAURA A. GILLEN
Supervisor

SYLVIA A. CABANA
Town Clerk

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF ALEX DESIDORO AS
EQUIPMENT OPERATOR I, IN THE
DEPARTMENT OF CONSERVATION AND
WATERWAYS.

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

RESOLVED, that Alex Desidoro, now serving as Laborer I, in the
Department of Conservation and Waterways, be and hereby is appointed Equipment Operator I, Non
Competitive, Grade 11, Step 4 (E), \$54,519, 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 February 6, 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 TIMOTHY D'ESPOSITO AS
NAVIGATION AIDS MAINTENANCE
SUPERVISOR, 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 Timothy D'Esposito has passed the examination for the position Navigation Aids
Maintenance Supervisor, Civil Service List No. 78-719, and is eligible for appointment thereto, NOW,
THEREFORE BE IT

RESOLVED, that Timothy D'Esposito, now serving as Navigation Aids
Maintenance Supervisor, Competitive, Provisional, in the Department of Conservation and Waterways,
be and hereby is appointed Navigation Aids Maintenance Supervisor, Competitive, Permanent, with no
change in salary, by the Commissioner of the Department of Conservation and Waterways and ratified
by the Town Board of the Town of Hempstead effective February 6, 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 ROBERT
ELLERMAN, BARGE CRANE OPERATOR I, IN
THE DEPARTMENT OF CONSERVATION AND
WATERWAYS.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED that the annual salary for Robert Ellerman, Barge Crane Operator I, in the Department of Conservation and Waterways, be and hereby is increased to Grade 17, Step 12 (M), \$95,755, by the Commissioner of the Department of Conservation and Waterways and ratified by the Town Board of the Town of Hempstead effective February 6, 2019.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF PETER ERIKSEN 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 Peter Eriksen, now serving as Laborer II, 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 February 6, 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 MARTHA HOIST,
COMMUNITY RESEARCH ASSISTANT, IN THE
DEPARTMENT OF BUILDINGS.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that the annual salary for Martha Hoist, Community Research Assistant, in the Department of Buildings, be and hereby is increased to \$67,900, Ungraded, by the Commissioner of the Department of Buildings and ratified by the Town Board of the Town of Hempstead effective February 6, 2019.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF THOMAS LANG
AS LABORER I, IN THE DEPARTMENT OF
PARKS AND RECREATION.

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

RESOLVED, that Thomas Lang be and hereby is appointed Laborer I, Labor
Class, Grade 9, Start Step (A), \$41,691, 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 February 6, 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 STEVEN
LANZILLOTA, 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 Steven Lanzillota, Legislative Aide, in the office of the Town Board Majority Central Staffing Code 1018, be and hereby is increased to \$41,000, Ungraded, by the Town Board of the Town of Hempstead effective February 6, 2019.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF LUCI MINEO AS CLERK
III, IN THE OFFICE OF THE TOWN
ATTORNEY, 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 Luci Mineo has passed the examination for the position of Clerk III, Civil Service List No. 77-264, and is eligible for appointment thereto, NOW, THEREFORE, BE IT

RESOLVED, that Luci Mineo, now serving as Office Services Assistant, Competitive, Permanent, in the Office of the Town Attorney, be and hereby is appointed Clerk III, Competitive, Permanent, Grade 13, Step 13 (N), \$87,045, from the civil service list, by the Town Attorney and ratified by the Town Board of the Town of Hempstead effective February 6, 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 MARYKATE ROCKENSIES
AS CLERK III, IN THE DEPARTMENT OF
SANITATION, FROM THE CIVIL SERVICE
LIST.

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

WHEREAS, the Town of Hempstead Civil Service Commission has certified that Marykate Rockensies has passed the examination for the position of Clerk III, Civil Service List No. 77-264, and is eligible for appointment thereto, NOW, THEREFORE, BE IT

RESOLVED, that Marykate Rockensies, now serving as Clerk II, Competitive, Permanent, in the Department of Sanitation, be and hereby is appointed Clerk III, Competitive, Permanent, Grade 13, Step 8 (I), \$71,337, from the civil service list, by the Commissioner of the Department of Sanitation and ratified by the Town Board of the Town of Hempstead effective February 6, 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: TRANSFER OF BRANDON SINO, EQUIPMENT OPERATOR I, FROM THE DEPARTMENT OF HIGHWAY BUDGET CODE 5110 TO THE DEPARTMENT OF CONSERVATION AND WATERWAYS.

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

RESOLVED, that Brandon Sino, Equipment Operator I, be and hereby is transferred from the Department of Highway Budget Code 5110 to the Department of Conservation and Waterways, with no change in salary, by the Commissioner of the Department of Conservation and Waterways and ratified by the Town Board of the Town of Hempstead effective February 6, 2019 and BE IT

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

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: SALARY ADJUSTMENT FOR FRANK
TASHMAN, ENGINEERING HELPER, 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 Frank Tashman, Engineering Helper,
in the Department of Parks and Recreation, be and hereby is increased to \$68,900, Ungraded, by the
Commissioner of the Department of Parks and Recreation and ratified by the Town Board of the
Town of Hempstead effective February 6, 2019.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF CHRISTOPHER TOBY 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 Christopher Toby, now serving as Deckhand I, in the Department of Conservation and Waterways, be and hereby is appointed Labor Crew Chief I, Non Competitive, Grade 13, Step 7 (H), \$64,952, 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 February 6, 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:

2/5/2019

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