

In the Matter of Application

Of

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

Against

Robert Tynan
319 Harvard Road
Garden City South, New York 11530

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

1. That pursuant to Local Law 92-1981, adopted October 27, 1981, effective date November 2, 1981, which repealed and reenacted Chapter 90 of the code of the Town of Hempstead entitled, "Dangerous Buildings and structures," petitioner submits the following:
2. The structure or structures located on premises designated as Section 33, Block 462 and lot number (s) 24-25, on the Land and Tax Map of the county of Nassau, are in a condition unsafe and dangerous to public safety.
3. All parties of interest have been apprised of the condition of the said structure and have been requested to correct the same. More than 60 days have elapsed since the aforementioned notice was given.
4. The parties in interest were advised that a hearing before this Town Board would take place on **April 2, 2019**.
5. As no effort to correct the existing unsafe and dangerous condition has been made, it is requested that this Town Board render a decision that the premises are unsafe and dangerous, a fire hazard and a public nuisance, and that the Commissioner of Buildings forthwith **DEMOLISH AND REMOVE THE ONE STORY WOOD FRAME ONE FAMILY DWELLING WITH ATTACHED GARAGE, AND REMOVE ALL LITTER AND DEBRIS FROM PROPERTY: LOCATED ON THE WEST SIDE OF HARVARD ROAD, 200 FEET SOUTH OF PRINCETON AVENUE, GARDEN CITY SOUTH, N.Y. 11530, A/K/A 319 HARVARD ROAD, GARDEN CITY SOUTH, TOWN OF HEMPSTEAD IN ACCORDANCE WITH SURVEY RECOMMENDATIONS ATTACHED HERETO AND THAT THE TOWN BE REIMBURSED PURSUANT TO SECTION 90-13 OF THE CODE OF THE TOWN OF HEMPSTEAD.**

Item # 1
Case # 6542

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE DEMOLITION AND REMOVAL OF THE ONE STORY WOOD FRAME ONE FAMILY DWELLING WITH ATTACHED GARAGE AND DEBRIS FROM PREMISE: SAID PREMISE LOCATED ON THE WEST SIDE OF HARVARD ROAD, 200 FEET SOUTH OF PRINCETON AVENUE. SECTION 33, BLOCK 462 AND LOT(S) 24-25, AKA 319 HARVARD ROAD, GARDEN CITY SOUTH, TOWN OF HEMPSTEAD, NEW YORK.

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

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the one story wood frame one family dwelling with attached garage, located on the West side of Harvard Road, 200 feet South of Princeton Avenue, Section 33, Block 462 and Lot (s) 24-25, A/K/A 319 Harvard Road, Garden City South, Town of Hempstead, New York is hereby deemed to be unsafe; and

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

In the Matter of Application

Of

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

Against

**The Estate of Robert W. Pitt
175 Barbara Lane
Levittown, New York 11756**

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

1. That pursuant to Local Law 92-1981, adopted October 27, 1981, effective date November 2, 1981, which repealed and reenacted Chapter 90 of the code of the Town of Hempstead entitled, "Dangerous Buildings and structures," petitioner submits the following:
2. The structure or structures located on premises designated as Section 51, Block 265 and lot number (s) 9, on the Land and Tax Map of the county of Nassau, are in a condition unsafe and dangerous to public safety.
3. All parties of interest have been apprised of the condition of the said structure and have been requested to correct the same. More than 60 days have elapsed since the aforementioned notice was given.
4. The parties in interest were advised that a hearing before this Town Board would take place on **April 2, 2019**.
5. As no effort to correct the existing unsafe and dangerous condition has been made, it is requested that this Town Board render a decision that the premises are unsafe and dangerous, a fire hazard and a public nuisance, and that the Commissioner of Buildings forthwith **DEMOLISH AND REMOVE THE ONE AND ONE HALF STORY WOOD FRAME ONE FAMILY DWELLING WITH ATTACHED GARAGE, AND REMOVE ALL LITTER AND DEBRIS FROM PROPERTY: LOCATED ON THE EAST SIDE OF BARBARA LANE, 115 FEET NORTH OF ROXBURY LANE, LEVITTOWN, N.Y. 11756, A/K/A 175 BARBARA LANE, LEVITTOWN, TOWN OF HEMPSTEAD IN ACCORDANCE WITH SURVEY RECOMMENDATIONS ATTACHED HERETO AND THAT THE TOWN BE REIMBURSED PURSUANT TO SECTION 90-13 OF THE CODE OF THE TOWN OF HEMPSTEAD.**

Item # 2
Case # 6542

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE DEMOLITION AND REMOVAL OF THE ONE AND ONE HALF STORY WOOD FRAME ONE FAMILY DWELLING WITH ATTACHED GARAGE AND DEBRIS FROM PREMISE: SAID PREMISE LOCATED ON THE EAST SIDE OF BARBARA LANE, 115 FEET NORTH OF ROXBURY LANE. SECTION 51, BLOCK 265 AND LOT(S) 9, AKA 175 BARBARA LANE, LEVITTOWN, TOWN OF HEMPSTEAD, NEW YORK.

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

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the one and one half story wood frame one family dwelling with attached garage, located on the East side of Barbara Lane, 115 feet North of Roxbury Lane, Section 51, Block 265 and Lot (s) 9, A/K/A 175 Barbara Lane, Levittown, Town of Hempstead, New York is hereby deemed to be unsafe; and

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

In the Matter of Application

Of

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

Against

Gregg H. & Stephanie Grossman
280 Morris Avenue
Inwood, New York 11096

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

1. That pursuant to Local Law 92-1981, adopted October 27, 1981, effective date November 2, 1981, which repealed and reenacted Chapter 90 of the code of the Town of Hempstead entitled, "Dangerous Buildings and structures," petitioner submits the following:
2. The structure or structures located on premises designated as Section 56, Block 358 and lot number (s) 58, on the Land and Tax Map of the county of Nassau, are in a condition unsafe and dangerous to public safety.
3. All parties of interest have been apprised of the condition of the said structure and have been requested to correct the same. More than 60 days have elapsed since the aforementioned notice was given.
4. The parties in interest were advised that a hearing before this Town Board would take place on **April 2, 2019**.
5. As no effort to correct the existing unsafe and dangerous condition has been made, it is requested that this Town Board render a decision that the premises are unsafe and dangerous, a fire hazard and a public nuisance, and that the Commissioner of Buildings forthwith **DEMOLISH AND REMOVE THE ONE AND ONE HALF STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, AND REMOVE ALL LITTER AND DEBRIS FROM PROPERTY: LOCATED ON THE NORTHEAST CORNER OF FISK AVENUE AND FLETCHER AVENUE, MERRICK, N.Y. 11566, A/K/A 29 FISK AVENUE, MERRICK, TOWN OF HEMPSTEAD IN ACCORDANCE WITH SURVEY RECOMMENDATIONS ATTACHED HERETO AND THAT THE TOWN BE REIMBURSED PURSUANT TO SECTION 90-13 OF THE CODE OF THE TOWN OF HEMPSTEAD.**

Item # 3
Case # 6542

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE DEMOLITION AND REMOVAL OF THE ONE AND ONE HALF STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE AND DEBRIS FROM PREMISE: SAID PREMISE LOCATED ON THE NORTHEAST CORNER OF FISK AVENUE AND FLETCHER AVENUE. SECTION 56, BLOCK 358 AND LOT(S) 58, AKA 29 FISK AVENUE, MERRICK, TOWN OF HEMPSTEAD, NEW YORK.

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

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the one and one half story wood frame one family dwelling with detached garage, located on the Northeast Corner of Fisk Avenue and Fletcher Avenue, Section 56, Block 358 and Lot (s) 58, A/K/A 29 Fisk Avenue, Merrick, Town of Hempstead, New York is hereby deemed to be unsafe; and

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that pursuant to Article 9 of the New York State Constitution, the provisions of the Town Law and Municipal Home Rule of the State of New York, both as amended, a public hearing will be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, on the 2nd day of April, 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 "REGULATIONS AND RESTRICTIONS" to limit parking at the following locations:

EAST MEADOW Section 202-24	EAST MEADOW AVENUE (TH 51/19) East Side - ONE HOUR PARKING 8 AM TO 6 PM EXCEPT SUNDAYS AND HOLIDAYS - starting at a point 81 feet north of the north curbline of Park Avenue north for a distance of 61 feet.
(NR) VALLEY STREAM Section 202-18	ARCADIAN AVENUE (TH 53/19) West Side - NO PARKING 8 AM TO 5 PM EXCEPT SATURDAYS, SUNDAYS AND HOLIDAYS - at the north curbline of "S" Street north for a distance of 42 feet.
WEST HEMPSTEAD Section 202-20	HENRY STREET (TH 44/19) North Side - TWO HOUR PARKING 10 AM TO 6 PM EXCEPT SATURDAYS, SUNDAYS AND HOLIDAYS - starting at a point 110 feet east of the east curbline of Oakland Avenue then east for a distance of 48 feet.

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

Dated: March 12, 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 #

4

Case #

30080

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 2nd day of April, 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:

BALDWIN WILLIAM STREET (TH 40/19) North Side -
NO PARKING ANYTIME - starting at a
point 62 feet west of the west curblines
of Grand Avenue then west for a
distance of 40 feet.

BELLMORE BELLMORE AVENUE (TH 42/19) West Side -
NO STOPPING ANYTIME - starting at a
point 15 feet north of a point opposite
the north curblines of Bristol Drive
north for a distance of 139 feet.

BELLMORE AVENUE (TH 42/19) East Side -
NO STOPPING HERE TO CORNER - starting
at the north curblines of Bristol Drive
north for a distance of 60 feet.

UNIONDALE NEW STREET (TH 48/19) North Side - NO
PARKING ANYTIME - starting at a point
188 feet west of the west curblines of
Nostrand Avenue then west for a
distance of 52 feet.

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

ELMONT PLAINFIELD AVENUE (TH 410/15) East Side
- NO STOPPING HERE TO CORNER - starting
at the south curblines of Vandewater
Ave., south for a distance of 70 feet.
(Adopted 9/21/15)

Item # 5

Case # 30081

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

Dated: March 12, 2019
Hempstead, New York

LAURA A. GILLEN
Supervisor

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

SYLVIA A. CABANA
Town Clerk

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that pursuant to Article 9 of the New York State Constitution, the provisions of the Town Law and Municipal Home Rule of the State of New York, both as amended, a public hearing will be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, on the 2nd day of April, 2019, at 10:30 o'clock in the forenoon of that day to consider the enactment of a local law to amend Section 197-13 of the code of the Town of Hempstead to REPEAL "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS" at the following locations:

MERRICK HORATIO AVENUE (TH 380/18) North Side - NO
PARKING 7 AM TO 4 PM SCHOOL DAYS -
starting at a point 30 feet west of the
west curbline of Schermerhorn Street west
for a distance of 45 feet.
(Adopted 11/27/18)

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

Dated: March 12, 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 # 6

Case # 30082

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 2nd day of April, 2019, at 10:30 o'clock in the forenoon of that day to consider the enactment of a local law to amend Section 202-52 of the code of the Town of Hempstead to REPEAL "BUS STOPS" at the following locations:

NORTH BELLMORE BELLMORE AVENUE (TH 93/82) West Side - NO STOPPING BUS STOP - starting at a point opposite the north curblin e of Bristol Drive south for a distance of 60 feet. (Adopted 6/15/82)

BELLMORE AVENUE (TH 93/82) East Side - NO STOPPING BUS STOP - starting at the north curblin e of Bristol Drive north for a distance of 60 feet. (Adopted 6/15/82)

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

Dated: March 12, 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 # 2
Case # 18920

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that, pursuant to Article 9 of the New York State Constitution, the provisions of the Town Law and the Municipal Home Rule Law of the State of New York, as amended, a public hearing will be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Village and Town of Hempstead, New York, on the 2nd day of April, 2019, at 10:30 o'clock in the forenoon of that day, to consider the amendment of Sections 10C-2 and 10C-3 of Chapter 10C of the Code of the Town of Hempstead, in relation to providing real property tax relief to Cold War veterans as authorized by Real Property Tax Law 458-b of the State of New York.

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

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

Dated: March 12, 2019
Hempstead

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

SYLVIA A. CABANA
Town Clerk

LAURA A. GILLEN
Supervisor

Item # 8

Case# 15511

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN, that a Public Hearing will be held by the Town Board of the Town of Hempstead, Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York on April 2, 2019 at 10:30 o'clock in the forenoon of that day for the purpose of considering the application of GABRIELLI TRUCK SALES, LTD. for Special Exception (Public Garage) to grant an extension for truck repairs and outside storage of vehicles and to include the existing building and modifications on the following described premises Inwood, New York:

The premises formerly used by Nassau County as a public work garage an L shaped parcel of property having a lot area 149.477' and improved with one- story brick commercial building, maintains 427.39; of frontage along the s/si of Bayview Ave. and 151.88' of frontage along the w/si of Alameda St. situated Inwood, Town of Hempstead, County of Nassau, New York.

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

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

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

LAURA A. GILLEN
Supervisor

SYLVIA A. CABANA
Town Clerk

Dated: February 26, 2019
Hempstead, N.Y.

Item # 9
Case # 30017

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN, that a Public Hearing will be held by the Town Board of the Town of Hempstead, Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York on April 2, 2019 at 10:30 o'clock in the forenoon of that day for the purpose of considering the application of LAWSON BOULEVARD LLC for a Special Exception(Public Garage)to permit use of the Subject Parcels to be used for an auto body repair shop business with the outdoor storage of vehicles under repair in Oceanside, New York:

WEST PARCEL- A rectangular parcel with 140'w/frontage along the w/si of Lawson Blvd. 3,300's/of Oceanside Parkway situated in Oceanside, Town of Hempstead, County of Nassau, New York.

EAST PARCEL- A rectangular parcel, with 100; of frontage along the e/si of Lawson Blvd, 500' s/of Virginia Ave, situated in Oceanside, Town of Hempstead, County of Nassau, New York.

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

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

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

LAURA A. GILLEN
SUPERVISOR

SYLVIA A. CABANA
TOWN CLERK

Dated: February 26, 2019
Hempstead, N.Y.

Item #

10

Case #

29946

ADOPTED:

offered the following resolution and moved
its adoption:

**RESOLUTION GRANTING OF THE APPLICATION OF BETHLEHEM
LUTHERAN CHURCH FOR A PARADE PERMIT FOR A
PROCESSION HELD IN BALDWIN, NEW YORK, ON APRIL 14,
2019.**

WHEREAS, Julian Baker of North Baldwin, New York, Sunday School Superintendent of the Bethlehem Lutheran Church, New York has filed an application with the Town Clerk of the Town of Hempstead, for a Parade Permit for a Procession to be held in Baldwin, New York, on April 14, 2019 from 10:15 AM to 10:30 AM and

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the of the aforesaid application of Julian Baker, Sunday School Superintendent of the Bethlehem Lutheran Church, be and the same is hereby GRANTED, subject to all the provisions of Chapter 117 entitled Parades, Code of the Town of Hempstead

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 11

Case # 25843

ADOPTED:

offered the following resolution and moved
its adoption:

**RESOLUTION GRANTING OF THE APPLICATION OF ST.
BERNARD'S CHURCH FOR A PARADE PERMIT FOR A
PARADE HELD IN LEVITTOWN, NEW YORK, ON APRIL 06, 2019.**

WHEREAS, Rev. Ralph Sommer of Levittown, New York, Pastor of the St. Bernard's Church, New York has filed an application with the Town Clerk of the Town of Hempstead, for a Parade Permit for a Parade to be held in Levittown, New York, on April 06, 2019 from 12:00 PM to 1:30 PM and

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the of the aforesaid application of Rev. Ralph Sommer, Pastor of the St. Bernard's Church, be and the same is hereby GRANTED, subject to all the provisions of Chapter 117 entitled Parades, Code of the Town of Hempstead

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

11

Case #

25843

ADOPTED:

offered the following resolution and moved
its adoption:

**RESOLUTION GRANTING OF THE APPLICATION OF LSWAA FOR
A PARADE PERMIT FOR A PARADE HELD IN WANTAGH, NEW
YORK, ON APRIL 13, 2019.**

WHEREAS, Anthony Tufano of Wantagh, New York, Co President of the LSWAA, New York has filed an application with the Town Clerk of the Town of Hempstead, for a Parade Permit for a Parade to be held in Wantagh, New York, on April 13, 2019 from 11:30 AM to 2:00 PM and

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the of the aforesaid application of Anthony Tufano, Co President of the LSWAA, be and the same is hereby GRANTED, subject to all the provisions of Chapter 117 entitled Parades, Code of the Town of Hempstead

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 11
Case # 25843

ADOPTED:

offered the following resolution and moved
its adoption:

**RESOLUTION GRANTING OF THE APPLICATION OF WANTAGH
LITTLE LEAGUE FOR A PARADE PERMIT FOR A PARADE HELD
IN WANTAGH, NEW YORK, ON APRIL 13, 2019.**

WHEREAS, Harold F. Ball of Wantagh, New York, Board Member of the Wantagh Little League, New York has filed an application with the Town Clerk of the Town of Hempstead, for a Parade Permit for a Parade to be held in Wantagh, New York, on April 13, 2019 from 9:30 AM to 11:00 AM and

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the of the aforesaid application of Harold F. Ball, Board Member of the Wantagh Little League, be and the same is hereby GRANTED, subject to all the provisions of Chapter 117 entitled Parades, Code of the Town of Hempstead

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 11

Case # 25843

ADOPTED:

offered the following resolution and moved
its adoption:

**RESOLUTION GRANTING OF THE APPLICATION OF W.T. CLARKE
MS/HS FOR A PARADE PERMIT FOR A PARADE HELD IN
WESTBURY, NEW YORK, CN APRIL 13, 2019.**

WHEREAS, Josh Friedman of Westbury, New York, Race Coordinator,
Chs A.D. of the W.T. Clarke MS/HS, New York has filed an application with the
Town Clerk of the Town of Hempstead, for a Parade Permit for a Parade to be held
in Westbury, New York, on April 13, 2019 from 8:30 AM to 10:30 AM and

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the of the aforesaid application of Josh Friedman, Race
Coordinator, Chs A.D. of the W.T. Clarke MS/HS, be and the same is hereby
GRANTED, subject to all the provisions of Chapter 117 entitled Parades, Code of
the Town of Hempstead

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 11
Case # 25843

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following and moved for
its adoption:

RESOLUTION GRANTING THE APPLICATION OF BROOKLYN SCHUETZEN CORPS
TO CONDUCT AN INDOOR SHOOTING RANGE AT PLATTDUETSCHER PARK
RESTAURANT, 1132 HEMPSTEAD TURNPIKE, FRANKLIN SQUARE, NEW YORK.

WHEREAS, Edward Nusser, President of the Brooklyn Schuetzen Corps. of Franklin
Square, New York has filed an application with the Town Clerk of the Town of Hempstead, to conduct
an indoor shooting range at Plattduetsche Park Restaurant, 1132 Hempstead Turnpike, Franklin
Square, New York, for the period April 2 – December 31, 2019.

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

NOW, THEREFORE, BE IT

RESOLVED, that the aforesaid application of Edward Nusser, President of the Brooklyn
Schuetzen Corps be and the same is hereby GRANTED, subject to all the provisions of the Explosives
Ordinance of the Town of Hempstead

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

12

Case #

511

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED TWO STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, DETERMINED TO BE UNFIT FOR HUMAN OCCUPANCY, LOCATED ON THE EAST SIDE OF LAKESIDE DRIVE, 183 FEET SOUTH OF MERRICK ROAD. SEC 54, BLOCK 190, AND LOT (S) 278-279, A/K/A 774 LAKESIDE DRIVE, BALDWIN, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 774 Lakeside Drive, Baldwin, Town of Hempstead, New York; and

WHEREAS, said inspection disclosed that contrary to Town of Hempstead regulations this structure was deemed to be unfit for human occupancy in Accordance with §101.2.7.4.3 of the New York Property Maintenance Code; and

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

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

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

WHEREAS, on October 1, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to have two (2) doors secured with one half inch (1/2") four (4) ply-plywood and install one (1) pad lock and hasp, located at 774 Lakeside Drive, Baldwin;

WHEREAS, on October 11, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to open and re-secure for inspector, located at 774 Lakeside Drive, Baldwin;

WHEREAS, on October 17, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to open and re-secure for inspection, located at 774 Lakeside Drive, Baldwin;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$568.34, the cost associated with the emergency services provided at 774 Lakeside Drive, Baldwin, New York

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$818.34 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 13

Case # 6542

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE AND ONE HALF STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE AND ABOVE GROUND SWIMMING POOL, LOCATED ON THE WEST SIDE OF WEST END AVENUE, 419 FEET NORTH OF RIVERSIDE AVENUE. SEC 54, BLOCK 219, AND LOT (S) 440, A/K/A 2616 WEST END AVENUE, BALDWIN, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 2616 West End Avenue, Baldwin; and

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

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

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

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

WHEREAS, on December 1, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to have garage door framed with two inch by four inch by eight foot (2" x 4" x 8') studs and boarded with one half inch (1/2") four (4) ply plywood, windows boarded with one half inch (1/2") four (4) ply plywood, door secured with one half inch (1/2") four (4) ply plywood, install two (2) lock and hasps and have water pumped out of pool taking six (6) hours, located at 2616 West End Avenue, Baldwin;

WHEREAS, on December 4, 2018; the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to dismantle and remove one (1) fourteen foot by eighteen foot by twenty foot (14' x 18' x 20') above ground swimming pool, located at 2616 West End Avenue, Baldwin;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$1,498.15, the cost associated with the emergency services provided at 2616 West End Avenue, Baldwin, New York

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$1,748.15 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES: 13
Item #

Case # 6542

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE AND ONE HALF STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, DETERMINED TO BE UNFIT FOR HUMAN OCCUPANCY, LOCATED ON THE SOUTH SIDE OF LINCOLN AVENUE, 60 FEET EAST OF 6TH STREET. SEC 50, BLOCK 224, AND LOT (S) 4-6, A/K/A 2060 LINCOLN AVENUE, EAST MEADOW, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 2060 Lincoln Avenue, East Meadow, Town of Hempstead, New York; and

WHEREAS, said inspection disclosed that contrary to Town of Hempstead regulations this structure was deemed to be unfit for human occupancy in Accordance with §101.2.7.4.3 of the New York Property Maintenance Code; and

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

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

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

WHEREAS, on November 8, 2018; the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to have garage door framed with two inch by four inch by eight foot (2" x 4" x 8') studs and boarded with one half inch (1/2") four (4) ply plywood, windows boarded with one half inch (1/2") four (4) ply plywood, thirty one (31) HUD style windows boarded with one half inch (1/2") four (4) ply plywood and four (4) HUD style doors boarded with one half inch (1/2") four (4) ply plywood; located at 2060 Lincoln Avenue, East Meadow;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$2,332.05, the cost associated with the emergency services provided at 2060 Lincoln Avenue, East Meadow, New York

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$2,582.05 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 13

Case # 6542

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED TWO STORY WOOD FRAME ONE FAMILY DWELLING WITH ABOVE GROUND SWIMMING POOL, LOCATED ON THE WEST SIDE OF OAKDALE ROAD, 420 FEET SOUTH OF HUDSON STREET. SEC 50, BLOCK 318, AND LOT (S) 44, A/K/A 572 OAKDALE ROAD, EAST MEADOW, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 572 Oakdale Road, East Meadow; and

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

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

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

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

WHEREAS, on December 3, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to dismantle and remove one (1) fourteen foot by eighteen foot by twenty foot (14' x 18' x 20') above ground swimming pool, located at 572 Oakdale Road, East Meadow;

WHEREAS, on December 4, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to have one (1) twenty seven inch by fifty one inch (27" x 51") window boarded with one half inch (1/2") four (4) ply plywood, located at 572 Oakdale Road, East Meadow;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$360.00, the cost associated with the emergency services provided at 572 Oakdale Road, East Meadow, New York

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$610.00 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 13

Case # 6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE AND ONE HALF STORY WOOD FRAME ONE FAMILY DWELLING, DETERMINED TO BE UNFIT FOR HUMAN OCCUPANCY, LOCATED ON THE NORTHSIDE OF ANN COURT, 40 FEET WEST OF CROMER ROAD WEST. SEC 37, BLOCK Q18, AND LOT (S) 26, A/K/A 6 ANN COURT, ELMONT, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 6 Ann Court, Elmont, Town of Hempstead, New York; and

WHEREAS, said inspection disclosed that contrary to Town of Hempstead regulations this structure was deemed to be unfit for human occupancy in Accordance with §101.2.7.4.3 of the New York Property Maintenance Code; and

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

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

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

WHEREAS, on November 5, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to have windows boarded with one half inch (1/2") four (4) ply plywood, located at 6 Ann Court, Elmont;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$180.00, the cost associated with the emergency services provided at 6 Ann Court, Elmont, New York

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

NOW, THEREFORE, BE IT

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

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 13
Case # 6542

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY WOOD FRAME ONE FAMILY DWELLING, LOCATED ON THE WEST SIDE OF HENDRICKSON AVENUE, 84 FEET NORTH OF PELHAM STREET. SEC 32, BLOCK 354, AND LOT (S) 7-8, A/K/A 160 HENDRICKSON AVENUE, ELMONT, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 160 Hendrickson Avenue, Elmont; and

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

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

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

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

WHEREAS, on November 10, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to have roof boarded with thirteen (13) sheets of four foot by eight foot (4' x 8') one half inch (1/2") four (4) ply plywood and supply and install one (1) ten foot by twelve foot (10' x 12') heavy duty tarp and one (1) twenty foot by thirty foot (20' x 30') heavy duty tarp on roof secured with wood strips, located at 160 Hendrickson Avenue, Elmont;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$2,959.20, the cost associated with the emergency services provided at 160 Hendrickson Avenue, Elmont, New York

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$3,209.20 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 13

Case # 6542

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED TWO STORY WOOD FRAME ONE FAMILY DWELLING, DETERMINED TO BE UNFIT FOR HUMAN OCCUPANCY, LOCATED ON THE WEST SIDE OF STONE STREET, 100 FEET NORTH OF JOHNSON AVENUE. SEC 32, BLOCK 459, AND LOT (S) 29, A/K/A 244 STONE STREET, ELMONT, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 244 Stone Street, Elmont, Town of Hempstead, New York; and

WHEREAS, said inspection disclosed that contrary to Town of Hempstead regulations this structure was deemed to be unfit for human occupancy in Accordance with §101.2.7.4.3 of the New York Property Maintenance Code; and

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

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

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

WHEREAS, on October 18, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to have one (1) thirty four inch by eighty seven inch (34" x 87") HUD style door boarded with one half inch (1/2") four (4) ply plywood, four (4) twenty three inch by forty eight inch (23" x 48") windows boarded with one half inch (1/2") four (4) ply plywood, two (2) twelve inch by thirty inch (12" x 30") windows boarded with one half inch (1/2") four (4) ply plywood, two (2) forty eight inch by forty eight inch (48" x 48") windows boarded with one half inch (1/2") four (4) ply plywood, two (2) thirty two inch by forty inch (32" x 40") HUD style windows boarded with one half inch (1/2") four (4) ply plywood, one (1) twenty eight inch by forty one inch (28" x 41") HUD style window boarded with one half inch (1/2") four (4) ply plywood, one (1) thirty eight inch by eighty three inch (38" x 83") door secured with one half inch (1/2") four (4) ply plywood, one (1) eighty inch by ninety inch (80" x 90") door secured with one half inch (1/2") four (4) ply plywood, one (1) sixty inch by eighty one inch (60" x 81") door secured with one half inch (1/2") four (4) ply plywood and install two (2) lock and hasps, located at 244 Stone Street, Elmont;

WHEREAS, on October 19, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to open and re-secure one (1) door, located at 244 Stone Street, Elmont;

WHEREAS, on December 4, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to open and re-secure one (1) door board, located at 244 Stone Street, Elmont;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$1,283.20, the cost associated with the emergency services provided at 244 Stone Street, Elmont, New York

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$1,533.20 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 13

Case # 6542

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY HIGH RANCH WOOD FRAME ONE FAMILY DWELLING WITH TWO CAR BASEMENT GARAGE, LOCATED ON THE EAST SIDE OF BEACH DRIVE, 867 FEET SOUTH OF CYNTHIA LANE. SEC 62, BLOCK 214, AND LOT (S) 29, A/K/A 2981 BEACH DRIVE, MERRICK, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 2981 Beach Drive, Merrick; and

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

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

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

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

WHEREAS, on November 21, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to rip and remove existing back patio steps and install one (1) lock and hasp, located at 2981 Beach Drive, Merrick;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$180.00, the cost associated with the emergency services provided at 2981 Beach Drive, Merrick, New York

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

NOW, THEREFORE, BE IT

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

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 13
Case # 6542

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY WOOD FRAME ONE FAMILY DWELLING, DETERMINED TO BE UNFIT FOR HUMAN OCCUPANCY, LOCATED ON THE NORTH SIDE OF MIRIN AVENUE, 378 FEET EAST OF PARK AVENUE. SEC 55, BLOCK 453, AND LOT (S) 103, A/K/A 35 MIRIN AVENUE, ROOSEVELT, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 35 Mirin Avenue, Roosevelt, Town of Hempstead, New York; and

WHEREAS, said inspection disclosed that contrary to Town of Hempstead regulations this structure was deemed to be unfit for human occupancy in Accordance with §101.2.7.4.3 of the New York Property Maintenance Code; and

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

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

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

WHEREAS, on November 2, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to have windows boarded with one half inch (1/2") four (4) ply plywood and use one (1) hour of general labor, located at 35 Mirin Avenue, Roosevelt;

WHEREAS, on November 3, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to have one (1) garage door framed with two inch by four inch by eight foot (2" x 4" x 8") studs and boarded with one half inch (1/2") four (4) ply plywood, windows boarded with one half inch (1/2") four (4) ply plywood and one (1) door secured with one half inch (1/2") four (4) ply plywood, located at 35 Mirin Avenue, Roosevelt;

WHEREAS, on December 26, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to open and re-secure one (1) door, located at 35 Mirin Avenue, Roosevelt;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$1,123.20, the cost associated with the emergency services provided at 135 Cunningham Avenue, Uniondale, New York

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$1,373.20 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 13
Case # 6542

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY WOOD FRAME ONE FAMILY DWELLING, LOCATED ON THE NORTH SIDE OF ARTHUR STREET, 393 FEET SOUTHWEST OF NASSAU ROAD. SEC 36, BLOCK 148, AND LOT (S) 172-173, A/K/A 1030 ARTHUR STREET, UNIONDALE, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 1030 Arthur Street, Uniondale, New York; and

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

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

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

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

WHEREAS, on December 18, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to have doors secured with one half inch (1/2") four (4) ply plywood, windows boarded with one half inch (1/2") four (4) ply plywood, forty (40) square feet framed out and boarded across driveway and install one (1) lock and hasp, located at 1030 Arthur Street, Uniondale;

WHEREAS, on December 19, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to open and re-secure one (1) door, located at 1030 Arthur Street, Uniondale;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$1,898.00, the cost associated with the emergency services provided at 1030 Arthur Street, Uniondale, New York

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$2,148.00 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

13

Case #

6542

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE AND ONE HALF STORY WOOD FRAME ONE FAMILY DWELLING WITH ATTACHED GARAGE, LOCATED ON THE SOUTHWEST CORNER OF GREENGROVE AVENUE AND HEMPSTEAD BOULEVARD. SEC 34, BLOCK 549, AND LOT (S) 13, A/K/A 510 GREENGROVE AVENUE, UNIONDALE, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 510 Greengrove Avenue, Uniondale; and

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

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

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

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

WHEREAS, on October 9, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to have two (2) seventeen inch by thirty four inch (17" x 34") HUD style windows boarded with one half inch (1/2") four (4) ply plywood, one (1) seventeen inch by thirty four inch (17" x 34") window boarded with one half inch (1/2") four (4) ply plywood, one (1) thirty six inch by eighty four inch (36" x 84") HUD style door boarded with one half inch (1/2") four (4) ply plywood and one (1) forty inch by eighty three inch (40" x 83") HUD style door boarded with one half inch (1/2") four (4) ply plywood, located at 510 Greengrove Avenue, Uniondale;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$262.40, the cost associated with the emergency services provided at 510 Greengrove Avenue, Uniondale, New York

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$512.40 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 13

Case # 6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY MASONRY FRAME COMMERCIAL BUILDING, LOCATED ON THE SOUTHEAST CORNER OF JERUSALEM AVENUE AND NOSTRAND AVENUE. SEC 50, BLOCK P, AND LOT (S) 32, A/K/A 880 JERUSALEM AVENUE, UNIONDALE, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 880 Jerusalem Avenue, Uniondale; and

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

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

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

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

WHEREAS, on October 14, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to have one (1) one hundred twenty eight inch by ninety eight inch (128" x 98") store front framed out and boarded, haul away two (2) yards of cubic debris, and clean up loose debris, located at 880 Jerusalem Avenue, Uniondale;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$527.25, the cost associated with the emergency services provided at 880 Jerusalem Avenue, Uniondale, New York

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$1,027.25 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

13

Case #

6542

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED TWO STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, LOCATED ON THE NORTH SIDE OF SMITH STREET, 240 FEET WEST OF NEW STREET. SEC 50, BLOCK 362, AND LOT (S) 8, A/K/A 879 SMITH STREET, UNIONDALE, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 879 Smith Street, Uniondale; and

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

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

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

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

WHEREAS, on November 2, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to dismantle and remove one (1) detached garage, remove forty (40) yards of debris and general clean-up of loose debris using ten (10) man hours, located at 879 Smith Street, Uniondale;

WHEREAS, on December 21, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to have one (1) door secured with one half inch (1/2") four (4) ply plywood, located at 879 Smith Street, Uniondale;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$2,930.00, the cost associated with the emergency services provided at 879 Smith Street, Uniondale, New York

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$3,180.00 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 13

Case # 6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution

And moved its adoption:

RESOLUTION GRANTING PERMISSION TO THE FREEPORT MERRICK ROTARY CLUB TO USE TOWN OF HEMPSTEAD PARKING FIELD M-5, MERRICK, NEW YORK FOR THE PURPOSE OF HOLDING A FESTIVAL MAY 23, 2019 THROUGH MAY 27, 2019.

WHEREAS, the Freeport Merrick Rotary Club, c/o RMB Drafting Services, Inc., 308 East Meadow Avenue, East Meadow, New York 11554 has requested to use Town of Hempstead Parking Field M-5, Merrick, New York for the purpose of holding a Festival May 23, 2019 through May 27, 2019 (the "Festival"); 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 Freeport Merrick Rotary Club, c/o RMB Drafting Services, Inc., 308 East Meadow Avenue, East Meadow, New York 11554 to use Town of Hempstead Parking Field M-5, Merrick, New York for the purpose of holding a Festival and be it further

RESOLVED; that in conducting this activity, the Freeport Merrick Rotary Club shall comply with all the provisions of the Code of the Town of Hempstead (the "Town Code"); and be it further

RESOLVED, that the grant of permission herein is subject to and conditioned upon the applicant's compliance with all the provisions of the Town Code, (including if amusement rides are to be used at the Festival, the additional procedure described in section 105-3(D) of said code and the issuance, by the Board of Zoning Appeals, of the special permit described in section 272(F)(2) of the Hempstead Town Building Zone Ordinance (the "Special Permit")); and be it further

RESOLVED, that failure of the applicant herein to comply with all the provisions of the Town Code, (including, if applicable, the failure to obtain the Special Permit in advance of the Festival, shall render this approval null and void; and be it further

Item # 14
Case # 20915

RESOLVED, that subject to the issuance of the Special Permit, amusement rides will be set up after 7:00 p.m. on May 22, 2019 and removed by 6:00 a.m. on May 28, 2019.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

RESOLUTION NO.

CASE NO.

Adopted:

Offered the following resolution

And moved its adoption:

RESOLUTION GRANTING PERMISSION TO THE
KIWANIS CLUB OF WANTAGH TO USE TOWN OF
HEMPSTEAD PARKING FIELDS WA-1 AND WA-3,
WANTAGH, NEW YORK FOR THE PURPOSE OF
HOLDING THE WANTAGH FESTIVAL ON APRIL 28, 2019
(RAINDATE MAY 4, 2019).

WHEREAS, the Kiwanis Club of Wantagh, c/o Margaret Silberger, Secretary,
P.O. Box 1, Wantagh, New York 11793 has requested to use Town of Hempstead
Parking Fields WA-1 and WA-3, Wantagh, New York for the purpose of holding the
Wantagh Festival on April 28, 2019 (Raindate May 4, 2019) (the "Festival"); 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 Kiwanis Club of Wantagh,
c/o Margaret Silberger, Secretary, P.O. Box 1, Wantagh, New York 11793 to use
Town of Hempstead Parking Fields WA-1 and WA-3, Wantagh, New York for the
purpose of holding the Festival on April 28, 2019 (Raindate May 4, 2019); and be it
further

RESOLVED, that in conducting this activity, the Kiwanis Club of Wantagh shall
comply will all the provisions of the Code of the Town of Hempstead.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 14

Case # 20915

Adopted:

offered the following resolution

and moved its adoption:

(19-1)
 RESOLUTION AND ORDER DIRECTING
 CONSTRUCTION OR RECONSTRUCTION
 OF SIDEWALK AREA ALONG CERTAIN STREETS
 IN THE TOWN OF HEMPSTEAD, NASSAU COUNTY, NY

WHEREAS, in the interest of public safety and convenience it has been recommended that sidewalk area be constructed or reconstructed on the streets and at the locations as set forth in the order attached hereto; in the Town of Hempstead, Nassau County, NY;

NOW THERE BE IT RESOLVED, that this Town Board adopt an order requiring the owners of property abutting the streets and at the locations set forth in the order attached hereto to construct or reconstruct the sidewalk area in front of their property, which order adopted herewith and made a part hereof shall read as follows:

At a regular meeting of the
 Town Board of the Town of
 Hempstead, Nassau County,
 N.Y. held at the Town Hall
 Plaza, Main St., Hempstead,
 New York, on the

2019

P R E S E N T:

ABSENT:

- | | |
|-----------------------|----------------|
| Laura A. Gillen, | Supervisor |
| Dorothy L. Goosby, | Council Member |
| Dennis Dunne, Sr. | “ |
| Edward A. Ambrosino, | “ |
| Bruce A. Blakeman, | “ |
| Erin King Sweeney | “ |
| Anthony P. D'Esposito | “ |

----- X

IN THE MATTER OF

DIRECTING ADJACENT OWNERS TO CON- :
 STRUCT OR RECONSTRUCT SIDEWALK AREA :
 ALONG CERTAIN STREETS IN THE TOWN :
 OF HEMPSTEAD, NASSAU COUNTY, N.Y. :

----- X

Item # 15

Case # 6365

WHEREAS, in the interest of public safety and convenience it has been recommended that sidewalk area be constructed on streets and at locations as set forth below; and

WHEREAS, after due investigation this Board believes that it is in the public interest to construct or reconstruct sidewalk area in front of properties hereinafter set forth; NOW, THEREFORE, BE IT

RESOLVED, that this Town Board adopt an order requiring the owners of property here in below set forth to construct or reconstruct the sidewalk area in front of their property, and BE IT FURTHER,

RESOLVED, ORDERED AND DETERMINED BY THE TOWN BOARD OF THE TOWN OF HEMPSTEAD AS FOLLOWS:

Section 1. That the reputed owners of property designated in the Notice hereinafter set forth and made a part of this order be and they are hereby directed to construct or reconstruct the sidewalk area along the street on which their designated premises abut; that the same be constructed or reconstructed for the welfare and protection of the public; and that the same be constructed or reconstructed by and at the expense of the adjacent abutting property owners or their duly authorized agents pursuant to the provisions of the Sidewalk Ordinance of the Town of Hempstead; such work to be completed within thirty (30) days from the date of Notice as hereinafter prescribed.

Section 2. The form of the Notice containing the names of the reputed property owner affected with their addresses and location of the properties where sidewalks are required to be constructed or reconstructed according to the Section, Lot and Block numbers as shown on the Nassau County Land and

<u>OWNER</u>	<u>SECTION</u>	<u>BLOCK</u>	<u>LOT(S)</u>
DAVID KNIGHT 1031 DAVISON PL Baldwin, NY 11510-3310	54	098	00250
PETER J. & F. GEORGINE CIMINO 3199 EASTERN PKWY Baldwin, NY 11510-4901	54	357	08320
STEVEN A. MACK 807 GRACE ST Baldwin, NY 11510-3904	54	193	00380
SAINT CHRISTOPHERS CHURCH 15 PERSHING BLVD Baldwin, NY 11510-3033	54	104	00070
ALEX CEPERO 2679 CENTRE AVE Bellmore, NY 11710-3449	63	263	00820
BELLMORE METHODIST CHURCH 2640 ROYLE ST Bellmore, NY 11710-4128	56	331	02650
LOUIS CUOMO 2595 S SAINT MARKS AVE Bellmore, NY 11710-5013	63	230	00020
THOMAS GRIMES 205 SAINT MARKS AVE Bellmore, NY 11710-4101	56	331	00520
JOYCE ANGO 600 NORTH RD Bethpage, NY 11714-3318	46	501	00180
JOHN GALLAGHER 616 NORTH RD Bethpage, NY 11714-3318	46	501	00150

JOHN KHASHAN 119 AVA DR East Meadow, NY 11554-1101	45	232	00300
VINCENT D'AGOSTINO 1906 BYRD DR East Meadow, NY 11554-2502	50	421	00150
LAURA FIGLIUOLO 1976 LONGFELLOW AVE East Meadow, NY 11554-5129	50	478	00130
PARVEZ M ALI 1407 LUDDINGTON RD East Meadow, NY 11554-4548	50	428	00290
JIMMIE ANNE TREUCHTLINGER 1614 PAULA LN East Meadow, NY 11554-4718	50	391	00110
LEWIS C. & JOYCE L. ZIMMERMAN 1355 SALLY CT East Meadow, NY 11554-4516	50	274	00840
CHRISTOPHER MELNYCZUK 1541 WILSON RD East Meadow, NY 11554-4434	50	522	00230
JANET G. HUGHES 2642 WOODS AVE East Meadow, NY 11554-4235	51	015	00120
KEVIN & MARY E BURKE 2490 YORK ST East Meadow, NY 11554-3923	50	009	00500
PATRICK S.& PATRICIA TAMASHIRO 14 SEAWANE RD East Rockaway, NY 11518-2414	42	061	00220
EDWARD & HELEN S DEMBEK 15 BAYLIS AVE Elmont, NY 11003-2934	32	422	00660
MARK WHITE 201 FREEMAN AVE Elmont, NY 11003-4901	37	679	00230
PATRICIA D. HONEYWELL 1441 JAMES ST Elmont, NY 11003-2528	32	513	00060
237 LINDEN REALTY LLC 23721 LINDEN BLVD Elmont, NY 11003-3916	32	626	00010
ROBERT CALLAGHAN 68 COLONIAL RD Floral Park, NY 11001-4131	32	023	01390
PETER & MAURA CRIST 111 CATHERINE AVE Franklin Sq, NY 11010-1513	35	044	00200
SANTINO BATTIATA 726 HORATIO AVE Franklin Sq, NY 11010-3241	35	621	00150
PAUL V DIFILIPPI 710 HORATIO AVE Franklin Sq, NY 11010-3241	35	621	00140
WAYNE VOGEL 510 LOUIS AVE Franklin Sq, NY 11010-3331	35	161	01110

ASIF REHMAN 1077 OAKS DR Franklin Sq, NY 11010-1937	35	162	01830
KAREN E SHARP 545 ARDSLEY BLVD Garden City S, NY 11530-5639	33	606	00110
DIANNE SAMIOS 546 ARDSLEY BLVD Garden City S, NY 11530-5638	33	499	01080
TERESA CALANDRILLO 543 ARDSLEY BLVD Garden City S, NY 11530-5600	33	503	01020
MORDECHAI CHETRIT 1357 KEW AVE Hewlett, NY 11557-1304	39	074	01230
SHIMON NAGAR 1361 KEW AVE Hewlett, NY 11557-1304	39	074	01260
CORRISTON REALTY INC. 8 CRABTREE LN Levittown, NY 11756-1512	45	135	00190
THOMAS & ALLESANDRA HARRS 25 ELMTREE LN Levittown, NY 11756-1513	45	137	00380
JAMES MALIANGOS 91 HILL LN Levittown, NY 11756-2749	51	125	00160
DAISY INDELICATO 24 MERIDIAN RD Levittown, NY 11756-4240	46	396	00080
GEORGE PARIKAS 16 PENNY LN Levittown, NY 11756-3912	51	183	00050
STEWART KATZ 272 RED MAPLE DR S Levittown, NY 11756-5431	51	398	00180
CATHERINE D ORAZIO 10 REDWING LN Levittown, NY 11756-2132	45	254	00040
GREGORY & SHEILA GREENBERG 2 REVERSE LN Levittown, NY 11756-5419	51	400	00060
KENNETH P. MORRA 189 SHELTER LN Levittown, NY 11756-2731	51	112	00070
LAUREN WASHINGTON 29 SUGAR MAPLE RD Levittown, NY 11756-1919	45	155	00210
KEVIN J. SULLIVAN 277 BLACKHEATH RD Lido Beach, NY 11561-4838	59	082	0081B
ROBERT E. DEDCOVICH 103 BEACH DR Merrick, NY 11566-4506	62	008	00600
TEMPLE ISRAEL OF SO MERRICK 2655 CLUBHOUSE RD Merrick, NY 11566-4800	62	005	00660

RAYMOND VECCHIONE 27 E WEBSTER ST Merrick, NY 11566-2721	56	073	00400
JEFFREY GALE 2028 ELLEN DR Merrick, NY 11566-5404	63	294	00010
THOMAS ECKE 1745 LIPPOLD ST Merrick, NY 11566-4124	55	112	00370
KANTER BLANKING 1888 STANLEY DR Merrick, NY 11566-5116	62	222	00100
MARC & SUSAN SKLAR 2923 WYNSUM AVE Merrick, NY 11566-5412	63	131	00250
ZORY SHTEYMAN 2924 WYNSUM AVE Merrick, NY 11566-5440	63	282	00060
JEFFREY WECHSLER 2917 WYNSUM AVE Merrick, NY 11566-5412	63	131	00240
PAUL CANNIZZARO 883 BECKMAN DR N Bellmore, NY 11710-1344	51	506	00140
JOSE DEJESUS 1619 BELLMORE RD N Bellmore, NY 11710-3752	56	382	01670
WILLIAM NANNERY 117 DORIS AVE N Bellmore, NY 11710-2068	51	073	00100
LOHEIDE FAMILY TRUST 6 DE SALLE PL N Merrick, NY 11566-1906	55	015	01740
JORGE A VIZOSO 1352 LITTLE WHALENECK RD N Merrick, NY 11566-1636	56	006	01660
ROBERT & KATHLEEN JUERGENS 1336 LITTLE WHALENECK RD N Merrick, NY 11566-1619	56	005	00540
ALFRED BRAUN 1987 ORCHARD ST N Merrick, NY 11566-1650	56	005	00560
ROBERT CATTRANO 1641 EDWARD CT North Baldwin, NY 11510-2102	36	443	00340
S & G PROPERTIES INC 1651 GRAND AVE North Baldwin, NY 11510-1846	36	437	06550
RAYMOND BALCHI 565 GRANT AVE North Baldwin, NY 11510-1331	36	235	04920
CRAIG DONLON 581 STANTON AVE North Baldwin, NY 11510-1632	36	389	02580
COURTNEY BRYCE 660 STANTON AVE North Baldwin, NY 11510-1734	36	395	02760

BRIAN T WALKER 575 STANTON AVE North Baldwin, NY 11510-1632	36	389	01550
GERALD J O'CONNOR 597 STOWE AVE North Baldwin, NY 11510-1701	36	399	03400
DILA LAZAR 3373 2ND ST Oceanside, NY 11572-5222	43	353	00010
DAVID ASLAN & LISA HUNDERTMARK 2892 CLEVELAND AVE Oceanside, NY 11572-1113	38	396	01290
JOHN & JEAN BENESCH 110 DACOSTA AVE Oceanside, NY 11572-1001	38	421	01330
MICHAEL SZUCS 102 HENRIETTA AVE Oceanside, NY 11572-5226	43	192	00070
MOLLIE O. NAHMIAS 2766 WOODS AVE Oceanside, NY 11572-2134	38	389	00780
OMILANA THOMAS 412 LAFAYETTE AVE Rockville Ctr, NY 11570-3409	38	109	03520
RICHARD D. RODRIGUEZ 28 N WOOD RD Rockville Ctr, NY 11570-2232	36	P01	00680
CHRISTOPHER MCCOO 494 ROSE LN Rockville Ctr, NY 11570-1430	36	501	00060
BENJAMIN STERN 413 ROSE LN Rockville Ctr, NY 11570-1429	36	503	00090
AGULD PAUL VASCONEZ 563 GEORGIA ST S Hempstead, NY 11550-7913	36	192	05320
PETE PEKICH 1100 GRAND AVE S Hempstead, NY 11550-7903	36	195	06430
ALCIDES MARTINEZ 530 Arlington Dr Seaford, NY 11783	52	449	00130
CHARLES RAGONA 1515 ROTH RD Seaford, NY 11783-1830	52	382	00120
REGINA PACE 1534 WASHINGTON AVE Seaford, NY 11783-1926	52	355	00010
JOY MYRIE 390 LESLIE LN Uniondale, NY 11553-2016	50	053	00370
CALVIN STONE 138 MANOR PKWY Uniondale, NY 11553-1434	50	010	00680
WILLIAM A & DORIS C SCHULZE 608 SPUHLER PL Uniondale, NY 11553-2820	36	139	02140

ALONZO WEIR 1038 CLAYTON RD Valley Stream, NY 11580-1808	37	514	00280
ARTHUR D SHERARD 1030 CLAYTON RD Valley Stream, NY 11580-1808	37	514	00290
EDGAR A. MOLINA 34 CLUETT RD Valley Stream, NY 11581-2503	39	491	00100
NOEL MORRISON 1520 DEBRA PL Valley Stream, NY 11580-1315	37	624	00220
DEBRA MCKENNA 1502 HOWELL RD Valley Stream, NY 11580-1331	37	623	00050
PEGGY & BRUCE KLANG 66 HUNGRY HARBOR RD Valley Stream, NY 11581-2513	39	508	00300
NIRVA SAMY 1647 PUTNEY RD Valley Stream, NY 11580-1817	37	593	00160
KETLER LOUISSAINT 1676 PUTNEY RD Valley Stream, NY 11580-1820	37	514	00160
MR & MRS ANDREW TINE 1641 PUTNEY RD Valley Stream, NY 11580-1817	37	593	00170
VALERIE EDWARDS 78 RUSHFIELD LN Valley Stream, NY 11581-2321	39	539	00150
DOMINICK LOPRESTI 111 BROOKLYN AVE W Hempstead, NY 11552-1346	33	615	00020
ERMY POLANCO 119 S CHERRY VALLEY AVE W Hempstead, NY 11552-2344	35	314	02410
JOSE CRUZ-HERNANDEZ 74 WALNUT ST W Hempstead, NY 11552-2027	35	331	01480
JEFFREY COHEN 821 WILDWOOD RD W Hempstead, NY 11552-3413	35	268	00230
CHRISTOPHER WOLF 2810 CHARLES RD Wantagh, NY 11793-1016	51	303	00010
VARUN & AMITA SHARMA 2 W Cabot Ln Westbury, NY 11590	45	398	00010
LEOR SIRI 560 CHURCH AVE Woodmere, NY 11598-2730	39	163	00280
SEPTIMUS BLANKING 556 CHURCH AVE Woodmere, NY 11598-2730	39	163	00250
PAUL GETREU 355 EASTWOOD RD Woodmere, NY 11598-1637	39	117	00680

IRA SCHORR
523 FAIRWAY DR
Woodmere, NY 11598-1906

39

484

00220

MAURICE WEIL
74 NEPTUNE AVE
Woodmere, NY 11598-1752

41

028

02010

HILLEL TUCHMAN
705 PENINSULA BLVD
Woodmere, NY 11598-2835

39

104

00810

IN DEFAULT OF CONSTRUCTION OR RECONSTRUCTION and completion of said sidewalk area as required by this Notice within the time above specified, the Town Board of said Town of Hempstead will cause such sidewalk area to be constructed or reconstructed and will assess the cost thereof against the aforesaid premises adjoining said sidewalk area in accordance with the provisions of law hereinabove set forth.

DATE:

The foregoing resolution was seconded by Council member

and adopted upon roll call as follows:

AYES:

NOES:

Resolution for sidewalk area work (19-1)

CASE NO. 693

RESOLUTION NO.

RESOLUTION RE: ACCEPTING PERRY BARNOY, AS AN
ACTIVE MEMBER IN THE FRIENDSHIP ENGINE AND HOSE
COMPANY INC. MERRICK, NEW YORK.

ADOPTED:

offered the following resolution and
moved its adoption:

RESOLVED, that the action of FRIENDSHIP ENGINE AND
HOSE COMPANY INC., MERRICK, NEW YORK in accepting PERRY
BARNOY, residing at [REDACTED], Merrick, New
York 11566, into the company rolls as a member, be and
the same hereby is ratified and approved.

The foregoing resolution was adopted upon roll call as
follows:

AYES:

NOES:

Item #

16

Case #

693

CASE NO:

RESOLUTION NO:

ADOPTED:

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

RESOLUTION AUTHORIZING AN ACCESS AGREEMENT WITH THE UNITED STATES OF AMERICA, BY AND THROUGH THE DEPARTMENT OF THE NAVY, NAVAL FACILITIES ENGINEERING COMMAND, MID-ATLANTIC, FOR THE INSTALLATION OF SOIL BORINGS AND GROUNDWATER MONITORING WELLS.

WHEREAS, the United States of America, by and through the Department of the Navy, Naval Facilities Engineering Command, Mid-Atlantic (the "Navy") endeavors to protect the public from exposure from contaminated groundwater by allowing the Navy to install soil borings and groundwater monitoring wells to collect groundwater and soil samples to determine the presence, depth and concentration of potential solvent contamination in various locations in the Town of Hempstead (the "Objective"); and

WHEREAS, in furtherance of the Objective, the Navy has advised the Town of its desire to execute an access agreement to install borings and wells in a grass strip located on the east side of Red Maple Drive E just south of 2 Rib Lane in Levittown, New York (the "Agreement"); and

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

NOW, THEREFORE, BE IT

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

RESOLVED, that the Supervisor is hereby authorized to execute the Agreement; and be it further

RESOLVED, that a copy of the executed Agreement shall be filed in the office of the Town Clerk.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

17

Case #

27920

ACCESS AGREEMENT FOR INSTALLATION OF SOIL BORINGS AND
GROUNDWATER MONITORING WELLS

THIS AGREEMENT MADE THIS _____ day of _____ 2019, by and between the Town of Hempstead, Long Island, New York hereinafter referred to as the "Town" and the United States of America, by and through the Department of the Navy, Naval Facilities Engineering Command Mid-Atlantic, 9324 Virginia Avenue, Norfolk, VA 23511, hereinafter referred to as "NAVY".

WHEREAS, NAVY has requested permission from the Town for the Navy contractor (Resolution) and drilling subcontractor (Delta) to install borings and monitoring wells to evaluate soil and water quality for an extended period of time;

WHEREAS, the Town has passed resolution # _____, permitting the Town Supervisor to enter into and sign and execute an agreement between the Town and the NAVY.

NOW THEREFORE, it is mutually agreed as follows:

For and in consideration of the desire to assist the NAVY, the Town has provided this Access Agreement to the NAVY at no cost for a period of time not to exceed 20 years for the purpose of allowing Navy and its Agents access for the construction, installation, inspection, testing, maintenance, operation, service, repair, replacement, closing and monitoring of its wells for groundwater contaminants in support of its Comprehensive Environmental Response Compensation, and Liability Act (CERCLA) response action at the following approximate location on Town property:

Location 1 – VPB173 (Monitoring wells RE139D1, RE139D2 and RE139D3)

Install borings and wells in a grass strip located on the east side of Red Maple Drive E just south of 2 Rib Lane. Points will be located in a work zone extending approximately -150 feet southeast along the curve of Red Maple Drive East. This grass strip is believed to be within the right of way for the Town of Hempstead Bay, hamlet of Seaford, Long Island, New York.
LEVIHOWN

Monitoring well locations will be placed in the grass strips between the road and the sidewalk, all within the documented public right of way. Actual locations will be modified in the field based on utility mark outs and actual field conditions. Final monitoring well locations will be selected to avoid driveways, utilities, and trees.

The NAVY will bear all costs for the construction, installation, inspection, testing, maintenance, operation, service, repair, replacement, and closing of said monitoring wells. The Navy contractor will require access to the location described below for an initial period of 16 to 20 weeks for drilling of the monitoring wells. The actual duration on site is effected by weather and subsurface drilling conditions. The NAVY will endeavor to perform the work so that it does not unreasonably interfere with the Town's and/or the public's present and future use of the Premises. At the completion of drilling activities, the permanent monitoring wells will be

completed with PVC and lockable protective casing. Wells will be 8 to 12 inches in diameter to the total depth of approximately 850 to 1000 feet below ground surface.

The work will include setting up and maintaining a drill rig at the site for the duration of the well installation and the use of mobile equipment including support trucks and personnel vehicles on a daily basis. Work hours will be restricted to 8 a.m. to 5 p.m. Monday through Friday. Periodically, during drilling operations extended work hours and weekend activity may be required and if necessary, operation of the drilling rig will not commence before 8 a.m. All investigation derived waste (IDW) will be removed on a daily basis and stored at NWIRP Bethpage, pending characterization and disposal.

If needed during drilling activities, the NAVY will install temporary fencing and temporarily relocate existing street signs. At the completion of the drilling activities, the NAVY will inspect the area and re-seed or sod, and replace side walk slabs damaged during the drilling activities.

After the initial installation period, periodic monitoring of the wells may continue over the twenty year duration of the agreement or a shorter period of time should the NAVY determine that said wells are no longer needed for monitoring purposes. Upon NAVY's determination that the wells are no longer required, the wells will be sealed with a cement/bentonite grout to 12 inches below ground surface and then completed to ground surface with soil and abandoned in place.

The determination of NAVY's liability for damage to persons or property arising from its exercise of its rights granted under this agreement shall be in accordance with the procedures and limitation of the Federal Torts Claims Act (28 U.S.C. 2671).

Nothing contained in this agreement is intended, or should be interpreted, to require an obligation or expenditure of funds in violation of the Anti-Deficiency Act (31 U.S.C. 1341).

The authorization for cleanup responses when there is a release or threat of a release of a hazardous substance into the environment sets a framework for accomplishing those actions mandated by CERCLA (Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. 103).


To the extent allowed by applicable Federal law the Navy, upon request, may provide Grantor with copies of sample results and/or records obtained from installing its groundwater wells.

IN WITNESS WHEREOF, the parties hereto set their hands and seal this _____ day of _____ 2019.

TOWN

UNITED STATES OF AMERICA

By: _____

By: 
HEATHER STADLER
Real Estate Contracting Officer
NAVFAC Mid-Atlantic
By direction

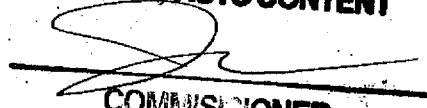
Title: _____

Date: _____

Date: 2/14/19

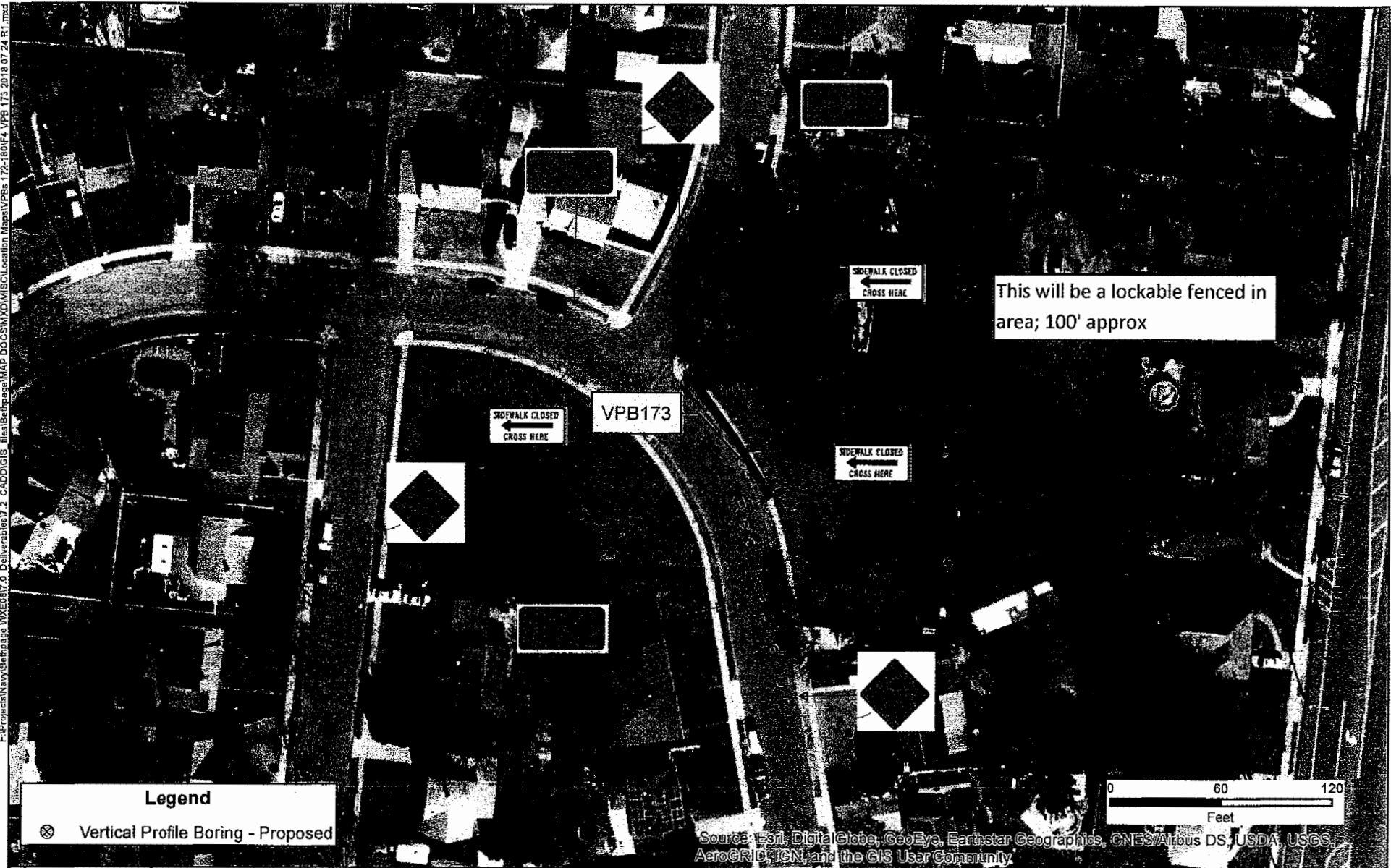
APPROVED

Commissioner of Highway
Town of Hempstead

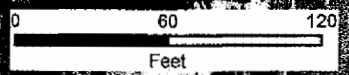
APPROVED AS TO CONTENT

COMMISSIONER
WATER DEPARTMENT
DATE 3/13/19

APPROVED AS TO FORM
Charles O. Heine
SENIOR DEPUTY TOWN ATTORNEY
DATE 3/7/19

F:\Projects\Navy\Bethpage\WxEG017.0_Deliverables\2_CADD\GIS_files\Bethpage\WAP_DOCS\IMXD\WIS\Location_Map\VPB173_2018_07_24_R1.mxd



Legend
 ⊗ Vertical Profile Boring - Proposed



VPB173 LOCATION MAP
NAVAL WEAPONS INDUSTRIAL RESERVE PLANT
BETHPAGE, NEW YORK

CONTRACT NUMBER N62470-11-D8013	CTO NUMBER WE15
APPROVED BY EV	DATE 7/24/2018
APPROVED BY	DATE
FIGURE NO. 4	REV 0

Case No.

Resolution No.

Adopted:

Council(wo)man

offered the following resolution and moved its adoption:

RESOLUTION RESCINDING RESOLUTION #1476-2018
AND REAUTHORIZING AN AMENDMENT TO THE TOWN
OF HEMPSTEAD'S AGREEMENT WITH CAMERON
ENGINEERING ASSOCIATES, LLP FOR ADDITIONAL
SERVICES REGARDING TRANSIT ORIENTED
DEVELOPMENT (TOD) IN INWOOD AND LAWRENCE,
NY

WHEREAS, The Town of Hempstead is considering an amendment to its Building Zone Ordinance to enable the creation of Transit Oriented (TO) Zoning District in the vicinity of the Inwood and Lawrence Long Island Railroad (LIRR) stations.; and

WHEREAS, the Town entered into an agreement with Cameron Engineering Associates, LLP, 177 Crossways Park Drive, Woodbury, NY 11797, under Resolution #958-2018, and modified under Resolution #1352-2018, to refine the target study area, perform an existing conditions analysis, prepare a market demand study, perform a build-out analysis, prepare a traffic impact study, and other services in relation to this zoning analysis and study; and

WHEREAS, Cameron Engineering Associates, LLP submitted a proposed amendment dated October 19, 2018 to complete necessary material for SEQRA compliance, a draft zoning code, and attendance at technical and public hearings and meetings; and

WHEREAS, the Town Board found this proposed work necessary for the TOD zoning analysis and study under Resolution 1476-2018, but said resolution incorrectly stated the fee required for this additional work;

NOW THEREFORE, BE IT

RESOLVED, Resolution #1476-2018 is rescinded; and be it further;

RESOLVED, that the Supervisor is hereby re-authorized to execute, on behalf of the Town of Hempstead, the above referenced amendment with Cameron Engineering Associates, LLP, 177 Crossways Park Drive, Woodbury, NY 11797, for the above described project(s) as described in Resolutions ##958-2018, 1352-2018, and this resolution, for a sum total not to exceed \$275,250.00; and be it further,

RESOLVED, that all fees paid in conjunction with this Agreement shall be paid from the Town of Hempstead Part Town Fees and Services Fund Account Number: 030-012-9000-4151.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 18

Case # 24970

caption

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AMENDING RESOLUTION NO 1091-2015 AUTHORIZING THE EMPLOYMENT OF CASHIN ASSOCIATES, P.C. FOR CONSULTING SERVICES PERTINENT TO MEADOWMERE FIRE DEPARTMENT GENERATORS TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK

WHEREAS, pursuant to Resolution 1091-2015, duly adopted by the Town Board on September 8, 2015 the Town entered into an agreement (the "Original Agreement") with Cashin Associates for Consulting Services Pertinent to Meadowmere Fire Department Generators with funding delivered through the New York Rising Community Reconstruction Program (NYRCR) within the New York State Governor's Office of Storm Recovery (GOSR) in the amount of \$54,500.00 (the "Contract Amount"); and

WHEREAS, the Commissioner of the Department of Engineering (the "Commissioner") has recommended that the Town amend the Original Agreement to provide an increase in funding for the cost of additional design required, due to unforeseen field conditions and required additional testing of materials (the "Additional Services"); and

WHEREAS, the Additional Services necessitate an increase in the Contract Amount under the Original Agreement by \$26,732.00 for a total not to exceed the cost of \$82,500.00 (the "Amendment"); and

WHEREAS, the additional funds required for the increase in funding are available through the GOSR NYRCR program; and

WHEREAS, the Commissioner has recommended that the Town Board authorize the Amendment; and

WHEREAS, upon the recommendation of the Commissioner, this Board finds it to be in the best interest of the Town to authorize the Amendment;

NOW THEREFORE, BE IT

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

RESOLVED, that the Commissioner is authorized and directed to execute, on behalf of the Town, the Amendment, all as more particularly set forth in the Amendment, which shall be on file in the Office of the Town Clerk; and be it further

RESOLVED, the Comptroller be and hereby is authorized and directed to pay the additional costs of the Amendment with a total cost not to exceed \$82,500.00 with payments to be made from GOSR Funds, Account No. 9555-503-9555-5010.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

2019 MAR 25 A 11: 17

TOWN OF HEMPSTEAD TOWN CLERK

Item # 19

Case # 15294

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

**RESOLUTION RESCINDING TOWN BOARD
RESOLUTION NO. 1131-2018, AND REAFFIRMING
RESOLUTION NO. 640-2018 WHICH AUTHORIZED THE
RETENTION OF ABRAMS, FENSTERMAN,
FENSTERMAN, EISMAN, FORMATO, FERRARA, WOLF
& CARONE, LLP. AS THE ATTORNEYS FOR
SUPERVISOR LAURA A. GILLEN IN THE MATTER OF
GILLEN V. TOWN OF HEMPSTEAD, ET AL.**

WHEREAS, pursuant to Resolution No. 640-2018, duly adopted at its meeting held on May 8, 2018, the Town Board authorized an agreement with Abrams, Fensterman, Fensterman, Eisman Formata, Ferrara, Wolf & Carone, LLP. (the "Law Firm") to represent Laura A. Gillen in the matter filed in Nassau County Supreme Court under Index No. 18-000414, and further authorized payment to the Law Firm, at an hourly rate of \$225 for non-trial work, including consulting, research, pleadings, motions, briefs, and a per diem rate of \$975 for Supreme Court trials; and

WHEREAS, pursuant to Resolution No. 1131-2018, duly adopted at its meeting held on August 7, 2018, the Town Board rescinded Resolution No. 640-2018; and

WHEREAS, the Town Board now desires to rescind Resolution No. 1131-2018.

NOW, THEREFORE, BE IT

RESOLVED that the Town Board hereby rescinds Resolution No. 1131-2018; and be it further

RESOLVED that the Town Board hereby reaffirms Resolution No. 640-2018, including the directive to the Town Comptroller to pay the costs of the services from the General Fund, Undistributed Fees and Services Account, #010-012-9000-4151.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

20

Case #

27490

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved
its adoption:

RESOLUTION AUTHORIZING THE TOWN OF HEMPSTEAD TO
ACCEPT MATERIALS FROM THE NASSAU COUNTY SOIL AND
WATER CONSERVATION DISTRICT TO IMPROVE THE
DEPARTMENT OF CONSERVATION AND WATERWAYS
EXISTING GREENHOUSE.

WHEREAS, the Town of Hempstead (the "Town") Department of
Conservation and Waterways (the "Department") has an existing greenhouse in
need of repair located at 1401 Lido Boulevard, Point Lookout, New York 11569;
and

WHEREAS, the Nassau County Soil and Water Conservation
District (the "District"), located at 1864 Muttontown Road, Syosset, New York
11791, wishes to provide materials, including garden boxes, seedling equipment,
hydroponic equipment, climate controls, greenhouse watering, lighting, structural
materials, gardening supplies, soils, fertilizers, and hydroponic nutrients (the
"Materials"), to the Town for the purpose of repairing the greenhouse in a joint
effort to provide a sustainable food and agriculture learning opportunity to local
residents (the "Project"); and

WHEREAS, the Commissioner of the Department has
recommended that the Town Board accept the Materials provided by the District
and further recommends that the Town participates in the Project.

NOW, THEREFORE, BE IT

RESOLVED, that the Town be and hereby is authorized to accept
the Materials provided by the District for the purpose of repairing the greenhouse
and further authorizes the Town's participation in the Project.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 21

Case # 11172

Adopted:

Council
resolution and moved its adoption:

offered the following

RESOLUTION AUTHORIZING THE AWARD OF FORMAL BID #4-2019 FOR REMOVAL AND INSTALLATION OF GLASS WINDOWS AND DOORS FOR THE TOWN OF HEMPSTEAD LABORATORY FACILITY.

WHEREAS, the Director of Purchasing, on behalf of the Department of Conservation and Waterways, solicited bids for the removal and installation of new glass windows and doors for the Town of Hempstead laboratory facility, Formal Bid #4-2019 (the "Project"); and

WHEREAS, the following bids in response to the solicitation (the "Bids") were received and opened in the Department of Purchasing on February 14, 2019:

Spartan Industries 51 Verdi Street Farmingdale, New York 11735	\$57,256.00
West Star Construction 6800 Jericho Turnpike, Suite#120W Jericho New York 11791	\$57,980.00
Action Storefronts, Inc. 263 Union Boulevard West Islip, New York 11775	\$63,700.00
Alert Glass 333 Spur Drive, North Bay Shore, New York 11706	\$83,442.00

WHEREAS, the Commissioner of the Department of Conservation and Waterways (the "Commissioner"), after reviewing the Bids, recommends that the contract for the Project be awarded to Spartan Industries, 51 Verdi Street, Farmingdale, NY 11735 (the "Contractor") as the lowest responsible bidder at its bid price of Fifty Seven Thousand Two Hundred Fifty Six and 00/100 Dollars (\$57,256.00); and

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

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board hereby awards a contract for the Project to Spartan Industries, 51 Verdi Street, Farmingdale, NY 11735, as the lowest responsible bidder at its bid price of Fifty Seven Thousand Two Hundred Fifty Six and 00/100 Dollars (\$57,256.00); and be it further

RESOLVED, that the Commissioner be and is hereby authorized to execute the contract documents, if any, prepared in connection with formal bid #4-2019 and the Comptroller is authorized and directed to make payments in an amount not to exceed \$57,256.00 from the Department of Conservation and Waterways account code 7A13-506-7A13-5010.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES: item # 22

Case # 11172

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION AWARDDING CONTRACT #35-2019 FOR THE YEARLY REQUIREMENTS FOR LABOR AND MATERIAL FOR ELECTRICAL REPAIRS

WHEREAS, the Director of Purchasing, on behalf of the Commissioner of Sanitation, advertised for the Yearly Requirements for Labor and Material for Electrical Repairs; and

WHEREAS, said bids were received and opened on February 21, 2019 with the following results:

- A. Palace Electrical Contractor, Inc.
3558 Park Avenue
Wantagh, New York 11793
- B. Baltray Enterprises, Inc.
218 Blydenburgh Road
Islandia, New York 11749
- C. L.E.B. Electric
85 Ralph Avenue
Copiague, New York 11726
- D. Polaris Electrical Construction
1254 Long Beach Road
Rockville Centre, New York 11570
- E. Hinck Electrical Contractor
75 Orville Drive, Suite 1
Bohemia, New York 11716

		A	B	C	D	E
Item 1A	per hour	\$ 105.00	\$ 110.00	\$ 129.00	\$ 129.00	\$ 115.00
Item 1B	per hour	\$ 149.10	\$ 165.00	\$ 179.00	\$ 172.00	\$ 135.00
Item 2A	per hour	\$ 105.00	\$ 110.00	\$ 220.00	\$ 129.00	\$ 145.00
Item 2B	per hour	\$ 149.10	\$ 165.00	\$ 284.00	\$ 172.00	\$ 198.00
Item 3A	per hour	\$ 105.00	\$ 110.00	\$ 220.00	\$ 127.00	\$ 120.00
Item 3B	per hour	\$ 149.10	\$ 165.00	\$ 290.00	\$ 172.00	\$ 165.00
Item 4A	per hour	\$ 105.00	\$ 110.00	\$ 290.00	\$ 129.00	\$ 125.00
Item 4B	per hour	\$ 149.10	\$ 165.00	\$ 370.00	\$ 172.00	\$ 155.00
Item 5A	per hour	\$ 105.00	\$ 110.00	\$ 290.00	\$ 129.00	\$ 145.00
Item 5B	per hour	\$ 149.10	\$ 165.00	\$ 370.00	\$ 172.00	\$ 198.00
Item 6A	per hour	\$ 105.00	\$ 110.00	\$ 290.00	\$ 129.00	\$ 120.00
Item 6B	per hour	\$ 149.10	\$ 165.00	\$ 370.00	\$ 172.00	\$ 165.00
Item 7A	per hour	\$ 98.00	\$ 125.00	\$ 150.00	\$ 131.00	\$ 145.00
Item 7B	per hour	\$ 149.10	\$ 250.00	\$ 200.00	\$ 215.00	\$ 198.00

Item # 23

Case # 17083

Item 8A	per 8 hours	\$ 600.00	\$ 300.00	\$ 200.00	\$ 260.00	\$ 50.00
Item 8B	per hour	\$ 75.00	\$ 75.00	\$ 250.00	\$ 260.00	\$ 50.00
Item 8C	each	\$ 250.00	\$ 500.00	\$ 300.00	\$ 260.00	\$ 100.00
Item 9	per location	\$ 900.00	\$ 1,200.00	\$ 1,000.00	\$ 395.00	\$ 70.00
Discount percent		7%	3%	5%	No Discount	No Discount

WHEREAS, for purposes of this bid the following applies:

	DESCRIPTION
ITEM 1	PROVIDE HOURLY RATE FOR ELECTRICAL CONSTRUCTION PERSONNEL - FOR WORK ON 120/208 V - 277/480 V SYSTEMS:
1A	STRAIGHT TIME RATE ASSUME MONDAY - FRIDAY 7:00 AM - 3:30 PM
1B	OVERTIME RATE BETWEEN 3:30 PM - 7:00 AM & WEEKENDS/HOLIDAYS (OVERTIME RATE MAY CHANGE IF NORMAL WORK HOURS START AFTER 7:00 AM)
ITEM 2	PROVIDE THE HOURLY RATES FOR INSTRUMENTATION AND CONTROL - TECHNICIANS - FOR WORK ON 120/208 V - 277/480 V SYSTEMS:
2A	STRAIGHT TIME RATE BETWEEN 3:30 PM - 7:00 AM
2B	OVERTIME RATE BETWEEN 3:30 PM - 7:00 AM & WEEKENDS/HOLIDAYS (OVERTIME RATE MAY CHANGE IF NORMAL WORK HOURS START AFTER 7:00 AM)
ITEM 3	PROVIDE THE HOURLY RATES FOR TESTING TECHNICIANS - FOR WORK ON 120/208 V - 277/480 V SYSTEMS
3A	STRAIGHT TIME RATE ASSUME MONDAY - FRIDAY 7:00 AM - 3:30 PM
3B	OVERTIME RATE BETWEEN 3:30 PM - 7:00 AM & WEEKENDS/HOLIDAYS (OVERTIME RATE MAY CHANGE IF NORMAL WORK HOURS START AFTER 7:00 AM)
ITEM 4	PROVIDE HOURLY RATE FOR ELECTRICAL CONSTRUCTION PERSONNEL - FOR WORK ON 277/480 V - 13.8 KV SYSTEMS
4A	STRAIGHT TIME RATE ASSUME MONDAY - FRIDAY 7:00 AM - 3:30 PM
4B	OVERTIME RATE BETWEEN 3:30 PM - 7:00 AM & WEEKENDS/HOLIDAYS (OVERTIME RATE MAY CHANGE IF NORMAL WORK HOURS START AFTER 7:00 AM)
ITEM 5	PROVIDE THE HOURLY RATES FOR INSTRUMENTATION AND CONTROL TECHNICIANS - FOR WORK ON 277/480 V - 13.8 KV SYSTEMS
5A	STRAIGHT TIME RATE ASSUME MONDAY - FRIDAY 7:00 AM - 3:30 PM
5B	OVERTIME RATE BETWEEN 3:30 PM - 7:00 AM & WEEKENDS/HOLIDAYS (OVERTIME RATE MAY CHANGE IF NORMAL WORK HOURS START AFTER 7:00 AM)
ITEM 6	PROVIDE THE HOURLY RATES FOR TESTING TECHNICIANS - FOR WORK ON 277/480 V - 13.8 KV SYSTEMS
6A	STRAIGHT TIME RATE ASSUME MONDAY - FRIDAY 7:00 AM - 3:30 PM
6B	OVERTIME RATE BETWEEN 3:00 PM - 7:00 AM & WEEKENDS/HOLIDAYS (OVERTIME RATE MAY CHANGE IF NORMAL WORK HOURS START AFTER 7:00 AM)
ITEM 7	PROVIDE THE HOURLY RATE FOR EQUIPMENT OPERATOR
7A	STRAIGHT TIME RATE ASSUME MONDAY - FRIDAY 7:00 AM - 3:30 PM
7B	OVERTIME RATE BETWEEN 3:30 PM - 7:00 AM & WEEKENDS/HOLIDAYS (OVERTIME RATE MAY CHANGE IF NORMAL WORK HOURS START AFTER 7:00 AM)
ITEM 8	PROVIDE DAILY EQUIPMENT RATE FOR BACKHOE
8A	FIRST EIGHT (8) HOURS OF RENTAL USE
8B	EACH ADDITIONAL HOUR OF RENTAL USE
8C	TRAILER MOVE
ITEM 9	PROVIDE PRIVATE UTILITY MARKOUT

WHEREAS, it has been determined that Palace Electrical Contractors, Inc., 3558 Park Avenue, Wantagh, New York 11793 was the lowest responsible bidder which met the qualifications proposed with respect to Items 1A, 1B, 2A, 2B, 3A, 3B, 4A, 4B, 5A, 5B, 6A, 6B, 7A and 7B; and

WHEREAS, the Commissioner recommends that Items 8A, 8B, 8C and 9 not be awarded;

WHEREAS, the term of the award shall be upon award of the contract for three (3) years; and

WHEREAS, upon recommendation of the Commissioner, the Town Board deems it to be in the public interest to award Items 1A, 1B, 2A, 2B, 3A, 3B, 4A, 4B, 5A, 5B, 6A, 6B, 7A and 7B of this contract to Palace Electrical Contractors, Inc.; and

WHEREAS, upon recommendation of the Commissioner, the Town Board deems it to be in the public interest to not award Items 8A, 8B, 8C, and 9 of this contract;

NOW, THEREFORE, BE IT

RESOLVED, that the Commissioner, be and is hereby authorized to award Purchase Contract #35-2019 for the Yearly Requirements for Labor and Materials for Electrical Repairs to Palace Electrical Contractors, Inc., 3558 Park Avenue, Wantagh, New York 11793; and

BE IT FURTHER

RESOLVED, that all monies due and owing in connection with this contract shall be paid out of Refuse Disposal District Building Maintenance Account #301-006-0301-4090.

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 AWARDED PURCHASE CONTRACT #45-2019 FOR THE YEARLY REQUIREMENTS FOR TRANSFER AND COMPOSTING/RECYCLING OF YARD WASTE

WHEREAS, the Director of Purchasing, on behalf of the Commissioner of Sanitation, advertised for the Yearly Requirements for Transfer and Composting/Recycling of Yard Waste; and

WHEREAS, the sole bid was received and opened on March 1, 2019 with the following result:

Trinity Transportation Corp.
214 Blydenburgh Road
Islandia, New York 11749

- Item 1 Transporting of Material from Town Facility to Contractor's Facility
 - Item 1A - Agricultural Waste Without Plastic Bags.....\$82.00 per ton
 - Item 1B - Agricultural Waste Inclusive of Plastic Bags.....\$90.00 per ton
- Item 2 Delivery to Contractor's Facility
 - Item 2A - Agricultural Waste Without Plastic Bags Delivered to Facility
Located Within the Town of Hempstead.....No Bid
 - Item 2B - Agricultural Waste Inclusive of Plastic Bags Delivered to Facility
Located Within the Town of Hempstead.....No Bid
 - Item 2C - Agricultural Waste Without Plastic Bags Delivered to Facility
Located Outside of the Boundary of the Town of Hempstead\$70.00 per ton
 - Item 2D - Agricultural Waste Inclusive of Plastic Bags Delivered to Facility
Located Outside of the Boundary of the Town of Hempstead.....\$76.00 per ton

WHEREAS, Trinity Transportation Corp., 214 Blydenburgh Road, Islandia, New York 11749 was the sole bidder and thereafter, the Department of Sanitation negotiated with Trinity for a reduction in price as follows:

- Item 1 Transporting of Material from Town Facility to Contractor's Facility
 - Item 1A - Agricultural Waste Without Plastic Bags.....\$77.00 per ton
 - Item 1B - Agricultural Waste Inclusive of Plastic Bags.....\$85.00 per ton
- Item 2 Delivery to Contractor's Facility
 - Item 2A - Agricultural Waste Without Plastic Bags Delivered to Facility
Located Within the Town of Hempstead.....No Bid
 - Item 2B - Agricultural Waste Inclusive of Plastic Bags Delivered to Facility
Located Within the Town of Hempstead.....No Bid
 - Item 2C - Agricultural Waste Without Plastic Bags Delivered to Facility
Located Outside of the Boundary of the Town of Hempstead\$65.00 per ton
 - Item 2D - Agricultural Waste Inclusive of Plastic Bags Delivered to Facility
Located Outside of the Boundary of the Town of Hempstead.....\$71.00 per ton

Item # 24

Case # 17083

WHEREAS, the initial term of the contract shall be upon award for one year;
and

WHEREAS, the contract may be extended, at the discretion of the Town, and
upon mutual agreement for two additional years in one year increments; and

WHEREAS, the Commissioner of Sanitation recommends said bid be
awarded to Trinity Transportation Corp.; and

WHEREAS, upon recommendation of the Commissioner, the Town Board
deems it to be in the public interest to award this bid to Trinity Transportation Corp.:

NOW, THEREFORE, BE IT

RESOLVED, that Purchase Contract #45-2019 for the Yearly Requirements
for Transfer and Composting and Recycling of Yard Waste be awarded to Trinity
Transportation Corp., 214 Blydenburgh Road, Islandia, New York 11749; and

BE IT FURTHER

RESOLVED, that all monies due and owing in connection with this contract
shall be paid out of Refuse Disposal District Contract Disposal Fees Account #301-006-
0301-4570.

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 AMENDING THE SCHEDULE OF TIPPING FEES AND RATES FOR DISPOSAL OF WASTE AND RECYCLABLE ITEMS AT TOWN FACILITIES.

WHEREAS, the Town of Hempstead (the "Town"), Department of Sanitation, operates facilities for the collection, transfer and disposal of various waste and recyclable items; and

WHEREAS, the Town has heretofore established tipping fees and rates for the disposal of waste and recyclable items (the "Rate Schedule"); and

WHEREAS, as set forth below, there exists at least one Town Board resolution and two sections of the Code of the Town of Hempstead (the "Town Code") that authorize varying procedures for setting disposal rates to be charged by the Department of Sanitation; and

WHEREAS, Section 128-4(C) of the Town Code authorizes the Commissioner of Sanitation (the "Commissioner") to recommend to the Town Board the rates or charges to be made for the disposal of refuse material; and

WHEREAS, Section 128-56 of the Town Code authorizes the Commissioner to fix the charges for use of Town solid waste management facilities; and

WHEREAS, Section 128-59 of the Town Code provides that Article IV of Chapter 128 takes precedence over and shall supersede any inconsistent provisions of any local law enacted by the Town; and

WHEREAS, both Section 128-4(C) and Section 128-56 of the Town Code can be read together and are not inherently inconsistent; and

WHEREAS, the Town Board will consider making amendments to the Town Code to clarify any ambiguity that exists in the current provisions relative to the Commissioner's authority to set disposal rates with or without approval of the Town Board; and

WHEREAS, Resolution No. 607-2003 authorizes the Supervisor, upon approval of the Town Board, to authorize the Commissioner of Sanitation to establish tipping fees and rates for the disposal of various wastes and recyclables at Town facilities; and

WHEREAS, the authority granted in Resolution No. 607-2003 is no longer necessary; and

Item # 25

Case # 12083

WHEREAS, markets for waste and recyclable items vary from time to time as these commodities change in value; and

WHEREAS, it is necessary to monitor and adapt the rates set forth in the Rate Schedule based on market conditions; and

WHEREAS, as a result of changes in the market and contractual cost increases to the Town, the Rate Schedule requires adjustment; and

WHEREAS, the Commissioner of Sanitation has recommended amendments to the Rate Schedule, which will have no impact on the collection of residential waste and recyclables and residents use of the homeowner disposal area which is free of charge; and

WHEREAS, the Town Board wishes to authorize the amendments to the Rate Schedule, as recommended by the Commissioner.

NOW, THEREFORE, BE IT

RESOLVED that the Town Board hereby authorizes various amendments to the Rate Schedule, as set forth in the amended Rate Schedule annexed hereto (the "Amended Rate Schedule"); and be it further

RESOLVED that pursuant to this resolution the Commissioner of Sanitation is authorized and directed to implement and utilize the Amended Rate Schedule for the disposal of various wastes and recyclables at Town facilities; and be it further

RESOLVED, that any fee established for use in the Department of Sanitation that is not included in the Amended Rate Schedule shall remain in full force and effect; and be it further


RESOLVED, that Resolution No. 607-2003 is hereby rescinded, except that any fee or rate change previously authorized thereunder shall be deemed a valid exercise of authority by the Commissioner of Sanitation.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Amended Fee Schedule

Town of Hempstead			
Fee Schedule			
Sanitation Department			
Scale Rates - per ton			
MSW/MERRICK-PERMIT		95.50	
MSW/MERRICK NON-PERMIT		120.00	
MSW/COVANTA		87.50	
BULK/MERRICK-PERMIT		120.00	
BULK/MERRICK NON- PERMIT		140.00	
CLEAN YARDWASTE		90.00	
MIXED CONCRETE		80.00	
ASPHALT		40.00	
Schools			
BULK		120.00	
MUNI YARDWASTE		100.00	
CLEAN YARDWASTE		90.00	
Levy Park			
Single kayak rental		25.00	per 1 1/2 hours
Double kayak rental		35.00	per 1 1/2 hours
PERMIT FEES - Annually		110.00	
<i>Fees as of 4/3/2019</i>			

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE COMMISSIONER OF SANITATION TO EXECUTE AN INTER-MUNICIPAL AGREEMENT BETWEEN THE TOWN OF HEMPSTEAD AND THE TOWN BOARD OF THE TOWN OF HEMPSTEAD ON BEHALF OF THE TOWN OF HEMPSTEAD REFUSE DISPOSAL DISTRICT (TOGETHER THE "TOWN") AND THE CITY OF LONG BEACH (THE "CITY") FOR THE TOWN S.T.O.P. (STOP THROWING OUT POLLUTANTS) PROGRAM

WHEREAS, the Town of Hempstead has a S.T.O.P. (Stop Throwing Out Pollutants) Program which encourages Town residents to dispose of a wide variety of common household products which may contain toxic or hazardous chemicals in an environmentally responsible manner; and

WHEREAS, the City of Long Beach wishes to participate in this program; and

WHEREAS, such participation by the City of Long Beach would be beneficial to the residents of the Town as well as all residents of Long Island; and

WHEREAS, the Town and City have developed an Inter-Municipal Agreement which will be effective for the period January 1, 2019 to December 31, 2023; and

WHEREAS, the City Council of the City of Long Beach adopted a resolution on February 5, 2019 authorizing the City Manager to execute the Inter-Municipal agreement; and

WHEREAS, it is in the public interest to enter into such an agreement;

NOW, THEREFORE, BE IT

RESOLVED, that the Commissioner be and hereby is authorized to execute an Inter-Municipal Agreement on behalf of the Town of Hempstead and the Town of Hempstead Refuse Disposal District with the City of Long Beach for the City of Long Beach's participation in the Town of Hempstead's S.T.O.P. program; and

BE IT FURTHER

Item #

26

Case #

4670

RESOLVED, that the City of Long Beach will pay each month seven (7%) percent of the District's total cost of the ST.O.P. Program, which includes operating expenses for each S.T.O.P. collection event and an administrative charge of seven (7%) percent of the City's monthly charge as an administrative charge, all monies collected and paid in connection with this Agreement shall be deposited in Town of Hempstead Refuse Disposal District Other Disposal Fees Account #301-006-0301-4590.

The foregoing was adopted upon roll call as follows:

AYES: ()

NOES: ()

* * * * *

THIS AGREEMENT made the 4th day of February 2019, by and between the **TOWN OF HEMPSTEAD** (hereinafter the "TOWN") a municipal corporation, having its principal office at 1 Washington Street, Hempstead, New York, on behalf of the **TOWN OF HEMPSTEAD REFUSE DISPOSAL DISTRICT** (hereinafter referred to as the "DISTRICT"); and the **CITY OF LONG BEACH** (hereinafter referred to as the "CITY"), a municipal corporation, having its principal office at 1 West Chester Street, Long Beach, New York.

WITNESSETH:

WHEREAS, the Town of Hempstead has a S.T.O.P. (Stop Throwing Out Pollutants) Program which encourages Town residents to dispose of a wide variety of common household products which may contain toxic or hazardous chemicals in an environmentally responsible manner; and

WHEREAS, the City of Long Beach wishes to participate in this program; and

WHEREAS, the Town Board upon the recommendation of the Commissioner of the Department of Sanitation, believes that the valuation of the services set forth below would be appropriate; and

WHEREAS, the TOWN and CITY are authorized by law to enter into such an agreement; and

WHEREAS, the TOWN and CITY are authorized by law to enter into such an agreement; and

WHEREAS, it is in the best interests of the TOWN to enter into such an agreement;

NOW, THEREFORE, it is mutually covenanted and agreed as follows:

1. This agreement shall be in effect for a period of five years commencing retroactively to January 1, 2019, and terminating on December 31, 2023.
2. The residents of the CITY shall be entitled to participate in all S.T.O.P. collection events which occur during the term of this agreement. The DISTRICT and TOWN shall provide the CITY with notice of the collection events well in advance of the events so that the CITY may publicize the locations and dates.
3. The CITY agrees to pay the DISTRICT seven percent (7%) of the District's operating expenses for each STOP collection event which occurs during the term of this agreement. Operating expenses include, but are not necessarily limited to, all contractors fees, training,

publicity (postage, printing), signs and clothing, per-event expenses for salaries, disposal fees, (additional clothing, signs, etc.) and other miscellaneous expenses.

4. In addition to the costs enumerated in paragraph 3, the CITY agrees to pay to the DISTRICT an Administrative fee equal to seven (7%) of the CITY'S monthly charge for each S.T.O.P. collection event which occurs during the term of this agreement.

5. The CITY will be billed monthly following each of the ten (10) S.T.O.P. collection events.

6. Payment must be made to the Town of Hempstead Department of Sanitation within thirty (30) days of receipt of bills.

7. In the event grant money is received for the Town of Hempstead Department of Sanitation S.T.O.P. events occurring during the term of this agreement and any renewal thereto, the CITY's account will be credited for seven percent (7%) of the awarded money.

8. The CITY will share in any and all risks associated with the S.T.O.P. Program collection events occurring during the term of this agreement. The CITY's share of costs shall be limited to seven percent (7%) of the total cost incurred as a result of the risks. Such risks shall include, but are not limited to, clean-up costs and reasonable litigation costs which might arise out of a S.T.O.P. collection event. This provision shall survive the expiration of this agreement with respect to collection events which take place during the term of this agreement.

9. The TOWN and DISTRICT will hold one (1) S.T.O.P. collection event in Long Beach each contracted year.

10. The CITY agrees to conform to all requirements, rules and regulations promulgated by the TOWN and DISTRICT and any state or federal law, rule or regulation regarding the S.T.O.P. program.

11. The CITY agrees to submit all copy pertaining to brochures, information, radio and television spots to the TOWN for approval and to check for technical content and conformity with all regulations relating to the S.T.O.P. Program prior to publication or release.

12. In the event the TOWN, DISTRICT and CITY enter into an inter-municipal agreement in the future, which addresses the participation of the city in the STOP program and remuneration for same, then in that event this agreement shall become null and void and the inter-municipal agreement will govern the actions of the parties.

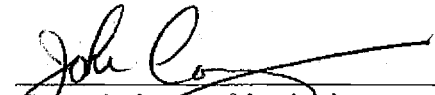
13. The CITY is entering into this Agreement by authority of the City Council. All signatories have to represent that they are authorized to enter into this Agreement on behalf of their respective organizations.

14. This agreement may be terminated by either party upon six (6) months notice. However, unless for cause (violation of the terms of this agreement) said termination may only relate to participation in the next calendar year's cycle of programs.

15. This agreement may be modified, amended or extended if done so in writing and signed by both parties.

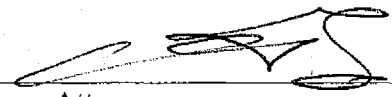
IN WITNESS WHEREOF, the parties have executed this agreement.

TOWN OF HEMPSTEAD on behalf
of the TOWN OF HEMPSTEAD
REFUSE DISPOSAL DISTRICT



Commissioner of Sanitation
Dated: 3/8/19

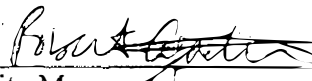
By: _____
Commissioner of Sanitation
Dated: _____



Town Attorney
Dated: 3-7-19

CITY OF LONG BEACH

Town Comptroller
Dated: _____

By: 

Acting City Manager
Dated: 2/14/19

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved
its adoption.

RESOLUTION AUTHORIZING THE SUPERVISOR TO ENTER INTO AGREEMENTS WITH VARIOUS CIVIL DEFENSE AUXILIARY POLICE UNITS LOCATED WITHIN THE INCORPORATED AREAS OF THE TOWN OF HEMPSTEAD.

WHEREAS, Civil Defense Auxiliary Police perform many police activities, such as crowd control, crossing guards, and traffic control, which will allow the regular police to pursue the more important aspects of maintaining order in our society; and

WHEREAS, said activities of the Civil Defense Auxiliary Police preserve the public peace and good order and promote the safety and general welfare of the community, and

WHEREAS, this Town Board deems the activities of the Civil Defense Auxiliary Police to be in the public interest of the inhabitants of the Town of Hempstead;

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor be and hereby is authorized and directed to execute agreements between the Town of Hempstead and the East Rockaway, Lynbrook, Rockville Centre, Stewart Manor and Valley Stream Civil Defense Auxiliary Units, wherein the said Civil Defense Auxiliary Police Units will continue to perform their many routine police activities, such as crowd control, crossing guards, and traffic control and the Town will pay to said Civil Defense Auxiliary Police Units the sum of \$500.00 each, which sum will be used by each unit to recruit, equip, and train its members; and BE IT FURTHER

RESOLVED, that said sums of money to be paid to said Civil Defense Auxiliary Police Units in 2019 shall be charged against and paid out of Civil Defense, Account No. 010-002-3640-4790 for a total of \$2,500.00.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 27

Case # 21937

AGREEMENT, made this of , 2019, between
the TOWN OF HEMPSTEAD, a municipal corporation, with its principal place of
business at Hempstead Town Hall, Town Hall Plaza, Hempstead, New York,
hereinafter referred to as the "TOWN," and EAST ROCKAWAY AUXILIARY
POLICE UNIT #111, with offices at 70 Clinton Avenue, Lynbrook, New York,
hereinafter referred to as the "AUXILIARY."

WITNESSETH:

WHEREAS, the Auxiliary, although established to serve the public interest
in a civil defense function, they do perform many routine police activities such as
crowd control, crossing guards and traffic control, which allow the regular police
to pursue the more important aspects of maintaining order in our society; and

WHEREAS, said activities of the Auxiliary preserve the public peace and
good order and promote the safety and general welfare of the community; and

WHEREAS, the Town deems the activities of the Auxiliary to be in the
public interest of the inhabitants of the Town; and

WHEREAS, the Auxiliary has requested financial assistance to recruit,
equip and train its members, and the Town deems it to be in the public interest to
provide said financial assistance;

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

1. The Auxiliary will continue to perform its many routine police activities such as
crowd control, crossing guards and traffic control.

2. The Town will pay to the Auxiliary the sum of Five Hundred Dollars (\$500.00), which sum will be used by the Auxiliary to recruit, equip and train its members.
3. The Auxiliary shall not assign, transfer or hypothecate this agreement, or any interest therein, or any monies due or to become due thereunder, whether in whole or in part or by agreement or novation.
4. The Auxiliary shall be an independent contractor hereunder. Nothing herein contained shall be construed to constitute its members, servants or agents, to be employees, agents or servants of the Town. The Auxiliary will save and hold harmless the Town and will indemnify the Town for any and all damage and injury to person or property arising from or out of its operation under this agreement.

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

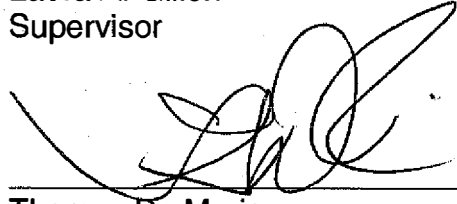
TOWN OF HEMPSTEAD

EAST ROCKAWAY
AUXILIARY POLICE UNIT



D.I. Diane Latkaitis
Commanding Officer – Unit 111

Laura A. Gillen
Supervisor



Thomas De Maria
Commissioner of Public Safety

AGREEMENT, made this _____ of _____, 2019, between the TOWN OF HEMPSTEAD, a municipal corporation, with its principal place of business at Hempstead Town Hall, Town Hall Plaza, Hempstead, New York, hereinafter referred to as the "TOWN," and LYNBROOK AUXILIARY POLICE UNIT #110, with offices at 15 Kowall Place, Lynbrook, New York, hereinafter referred to as the "AUXILIARY."

WITNESSETH:

WHEREAS, the Auxiliary, although established to serve the public interest in a civil defense function, they do perform many routine police activities such as crowd control, crossing guards and traffic control, which allow the regular police to pursue the more important aspects of maintaining order in our society; and

WHEREAS, said activities of the Auxiliary preserve the public peace and good order and promote the safety and general welfare of the community; and

WHEREAS, the Town deems the activities of the Auxiliary to be in the public interest of the inhabitants of the Town; and

WHEREAS, the Auxiliary has requested financial assistance to recruit, equip and train its members, and the Town deems it to be in the public interest to provide said financial assistance;

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

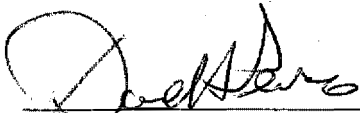
1. The Auxiliary will continue to perform its many routine police activities such as crowd control, crossing guards and traffic control.

2. The Town will pay to the Auxiliary the sum of Five Hundred Dollars (\$500.00), which sum will be used by the Auxiliary to recruit, equip and train its members.
3. The Auxiliary shall not assign, transfer or hypothecate this agreement, or any interest therein, or any monies due or to become due thereunder, whether in whole or in part or by agreement or novation.
4. The Auxiliary shall be an independent contractor hereunder. Nothing herein contained shall be construed to constitute its members, servants or agents, to be employees, agents or servants of the Town. The Auxiliary will save and hold harmless the Town and will indemnify the Town for any and all damage and injury to person or property arising from or out of its operation under this agreement.

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

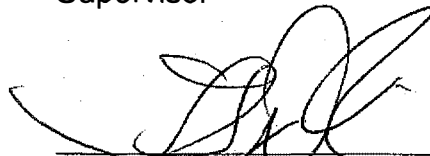
TOWN OF HEMPSTEAD

LYNBROOK
AUXILIARY POLICE UNIT



Lt. David Penso
Commanding Officer – Unit 110

Laura A. Gillen
Supervisor



Thomas De Maria
Commissioner of Public Safety

AGREEMENT, made this _____ of _____, 2019, between the TOWN OF HEMPSTEAD, a municipal corporation, with its principal place of business at Hempstead Town Hall, Town Hall Plaza, Hempstead, New York, hereinafter referred to as the "TOWN," and ROCKVILLE CENTRE AUXILIARY POLICE UNIT #118, with offices at 130 S. Park Avenue, Apartment 1FF, Rockville Centre, New York, hereinafter referred to as the "AUXILIARY."

WITNESSETH:

WHEREAS, the Auxiliary, although established to serve the public interest in a civil defense function, they do perform many routine police activities such as crowd control, crossing guards and traffic control, which allow the regular police to pursue the more important aspects of maintaining order in our society; and

WHEREAS, said activities of the Auxiliary preserve the public peace and good order and promote the safety and general welfare of the community; and

WHEREAS, the Town deems the activities of the Auxiliary to be in the public interest of the inhabitants of the Town; and

WHEREAS, the Auxiliary has requested financial assistance to recruit, equip and train its members, and the Town deems it to be in the public interest to provide said financial assistance;

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


1. The Auxiliary will continue to perform its many routine police activities such as crowd control, crossing guards and traffic control.

2. The Town will pay to the Auxiliary the sum of Five Hundred Dollars (\$500.00), which sum will be used by the Auxiliary to recruit, equip and train its members.
3. The Auxiliary shall not assign, transfer or hypothecate this agreement, or any interest therein, or any monies due or to become due thereunder, whether in whole or in part or by agreement or novation.
4. The Auxiliary shall be an independent contractor hereunder. Nothing herein contained shall be construed to constitute its members, servants or agents, to be employees, agents or servants of the Town. The Auxiliary will save and hold harmless the Town and will indemnify the Town for any and all damage and injury to person or property arising from or out of its operation under this agreement.

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

TOWN OF HEMPSTEAD

ROCKVILLE CENTRE
AUXILIARY POLICE UNIT



Captain Edward Mussini
Commanding Officer – Unit 118

Laura A. Gillen
Supervisor



Thomas De Maria
Commissioner of Public Safety

AGREEMENT, made this _____ of _____, 2019, between the TOWN OF HEMPSTEAD, a municipal corporation, with its principal place of business at Hempstead Town Hall, Town Hall Plaza, Hempstead, New York, hereinafter referred to as the "TOWN," and STEWART MANOR AUXILIARY POLICE UNIT #105, with offices at 117 Dorset Avenue, Albertson, New York, hereinafter referred to as the "AUXILIARY."

WITNESSETH:

WHEREAS, the Auxiliary, although established to serve the public interest in a civil defense function, they do perform many routine police activities such as crowd control, crossing guards and traffic control, which allow the regular police to pursue the more important aspects of maintaining order in our society; and

WHEREAS, said activities of the Auxiliary preserve the public peace and good order and promote the safety and general welfare of the community; and

WHEREAS, the Town deems the activities of the Auxiliary to be in the public interest of the inhabitants of the Town; and

WHEREAS, the Auxiliary has requested financial assistance to recruit, equip and train its members, and the Town deems it to be in the public interest to provide said financial assistance;

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

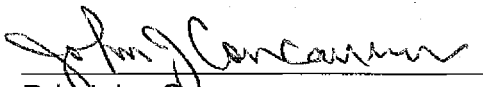
1. The Auxiliary will continue to perform its many routine police activities such as crowd control, crossing guards and traffic control.

2. The Town will pay to the Auxiliary the sum of Five Hundred Dollars (\$500.00), which sum will be used by the Auxiliary to recruit, equip and train its members.
3. The Auxiliary shall not assign, transfer or hypothecate this agreement, or any interest therein, or any monies due or to become due thereunder, whether in whole or in part or by agreement or novation.
4. The Auxiliary shall be an independent contractor hereunder. Nothing herein contained shall be construed to constitute its members, servants or agents, to be employees, agents or servants of the Town. The Auxiliary will save and hold harmless the Town and will indemnify the Town for any and all damage and injury to person or property arising from or out of its operation under this agreement.


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

TOWN OF HEMPSTEAD

STEWART MANOR
AUXILIARY POLICE UNIT


D.I. John Concannon
Commanding Officer – Unit 105

Laura A. Gillen
Supervisor



Thomas De Maria
Commissioner of Public Safety

AGREEMENT, made this _____ of _____, 2019, between the TOWN OF HEMPSTEAD, a municipal corporation, with its principal place of business at Hempstead Town Hall, Town Hall Plaza, Hempstead, New York, hereinafter referred to as the "TOWN," and VALLEY STREAM AUXILIARY POLICE UNIT #108, with offices at 11 Verona Place, Valley Stream, New York hereinafter referred to as the "AUXILIARY."

WITNESSETH:

WHEREAS, the Auxiliary, although established to serve the public interest in a civil defense function, they do perform many routine police activities such as crowd control, crossing guards and traffic control, which allow the regular police to pursue the more important aspects of maintaining order in our society; and

WHEREAS, said activities of the Auxiliary preserve the public peace and good order and promote the safety and general welfare of the community; and

WHEREAS, the Town deems the activities of the Auxiliary to be in the public interest of the inhabitants of the Town; and

WHEREAS, the Auxiliary has requested financial assistance to recruit, equip and train its members, and the Town deems it to be in the public interest to provide said financial assistance;

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

1. The Auxiliary will continue to perform its many routine police activities such as crowd control, crossing guards and traffic control.

2. The Town will pay to the Auxiliary the sum of Five Hundred Dollars (\$500.00), which sum will be used by the Auxiliary to recruit, equip and train its members.
3. The Auxiliary shall not assign, transfer or hypothecate this agreement, or any interest therein, or any monies due or to become due thereunder, whether in whole or in part or by agreement or novation.
4. The Auxiliary shall be an independent contractor hereunder. Nothing herein contained shall be construed to constitute its members, servants or agents, to be employees, agents or servants of the Town. The Auxiliary will save and hold harmless the Town and will indemnify the Town for any and all damage and injury to person or property arising from or out of its operation under this agreement.

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

TOWN OF HEMPSTEAD

VALLEY STREAM
AUXILIARY POLICE UNIT



D.I. Richard Vela
Commanding Officer – Unit 108

Laura A. Gillen
Supervisor



Thomas De Maria
Commissioner of Public Safety

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved
its adoption.

RESOLUTION AUTHORIZING THE SUPERVISOR TO ENTER INTO AGREEMENTS WITH VARIOUS CIVIL DEFENSE AUXILIARY POLICE UNITS LOCATED WITHIN THE UNINCORPORATED AREAS OF THE TOWN OF HEMPSTEAD.

WHEREAS, Civil Defense Auxiliary Police perform many police activities, such as crowd control, crossing guards, and traffic control, which will allow the regular police to pursue the more important aspects of maintaining order in our society; and

WHEREAS, said activities of the Civil Defense Auxiliary Police preserve the public peace and good order and promote the safety and general welfare of the community, and

WHEREAS, this Town Board deems the activities of the Civil Defense Auxiliary Police to be in the public interest of the inhabitants of the Town of Hempstead;

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor be and hereby is authorized and directed to execute agreements between the Town of Hempstead and the Baldwin, Bellmore, East Meadow, Elmont, Five Towns (Unit 109), Lakeview, Levittown, Merrick, North Bellmore, Oceanside, Point Lookout, Roosevelt, Seaford, South Hempstead, Uniondale, Wantagh, and West Hempstead Civil Defense Auxiliary Units, wherein the said Civil Defense Auxiliary Police Units will continue to perform their many routine police activities, such as crowd control, crossing guards, and traffic control and the Town will pay to said Civil Defense Auxiliary Police Units the sum of \$1,000.00 each, which sum will be used by each unit to recruit, equip, and train its members; and BE IT FURTHER

RESOLVED, that said sums of money to be paid to said Civil Defense Auxiliary Police Units in 2019 shall be charged against and paid out of Civil Defense, Account No. 010-002-3640-4790 for a total of \$17,000.00.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 28

Case # 21937

AGREEMENT, made this of , 2019, between the TOWN OF HEMPSTEAD, a municipal corporation, with its principal place of business at Hempstead Town Hall, Town Hall Plaza, Hempstead, New York, hereinafter referred to as the "TOWN," and BALDWIN AUXILIARY POLICE UNIT #123, with offices at 3009 Grand Boulevard, Baldwin, New York, hereinafter referred to as the "AUXILIARY."

WITNESSETH:

WHEREAS, the Auxiliary, although established to serve the public interest in a civil defense function, they do perform many routine police activities such as crowd control, crossing guards and traffic control, which allow the regular police to pursue the more important aspects of maintaining order in our society; and

WHEREAS, said activities of the Auxiliary preserve the public peace and good order and promote the safety and general welfare of the community; and

WHEREAS, the Town deems the activities of the Auxiliary to be in the public interest of the inhabitants of the Town; and

WHEREAS, the Auxiliary has requested financial assistance to recruit, equip and train its members, and the Town deems it to be in the public interest to provide said financial assistance;

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

1. The Auxiliary will continue to perform its many routine police activities such as crowd control, crossing guards and traffic control.

2. The Town will pay to the Auxiliary the sum of One Thousand Dollars (\$1,000.00), which sum will be used by the Auxiliary to recruit, equip and train its members.
3. The Auxiliary shall not assign, transfer or hypothecate this agreement, or any interest therein, or any monies due or to become due thereunder, whether in whole or in part or by agreement or novation.
4. The Auxiliary shall be an independent contractor hereunder. Nothing herein contained shall be construed to constitute its members, servants or agents, to be employees, agents or servants of the Town. The Auxiliary will save and hold harmless the Town and will indemnify the Town for any and all damage and injury to person or property arising from or out of its operation under this agreement.


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

TOWN OF HEMPSTEAD

BALDWIN
AUXILIARY POLICE UNIT


Inspector Kevin Kamen
Commanding Officer – Unit 123

Laura A. Gillen
Supervisor



Thomas De Maria
Commissioner of Public Safety

AGREEMENT, made this _____ of _____, 2019, between the TOWN OF HEMPSTEAD, a municipal corporation, with its principal place of business at Hempstead Town Hall, Town Hall Plaza, Hempstead, New York, hereinafter referred to as the "TOWN," and BELLMORE AUXILIARY POLICE UNIT #130, with offices at 2455 Cliff Lane, North Bellmore, New York, hereinafter referred to as the "AUXILIARY."

WITNESSETH:

WHEREAS, the Auxiliary, although established to serve the public interest in a civil defense function, they do perform many routine police activities such as crowd control, crossing guards and traffic control, which allow the regular police to pursue the more important aspects of maintaining order in our society; and

WHEREAS, said activities of the Auxiliary preserve the public peace and good order and promote the safety and general welfare of the community; and

WHEREAS, the Town deems the activities of the Auxiliary to be in the public interest of the inhabitants of the Town; and

WHEREAS, the Auxiliary has requested financial assistance to recruit, equip and train its members, and the Town deems it to be in the public interest to provide said financial assistance;

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


1. The Auxiliary will continue to perform its many routine police activities such as crowd control, crossing guards and traffic control.

2. The Town will pay to the Auxiliary the sum of One Thousand Dollars (\$1,000.00), which sum will be used by the Auxiliary to recruit, equip and train its members.
3. The Auxiliary shall not assign, transfer or hypothecate this agreement, or any interest therein, or any monies due or to become due thereunder, whether in whole or in part or by agreement or novation.
4. The Auxiliary shall be an independent contractor hereunder. Nothing herein contained shall be construed to constitute its members, servants or agents, to be employees, agents or servants of the Town. The Auxiliary will save and hold harmless the Town and will indemnify the Town for any and all damage and injury to person or property arising from or out of its operation under this agreement.


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

TOWN OF HEMPSTEAD

BELLMORE
AUXILIARY POLICE UNIT


Sergeant Marcelo Kreisel
Commanding Officer – Unit 130

Laura A. Gillen
Supervisor



Thomas De Maria
Commissioner of Public Safety

AGREEMENT, made this _____ of _____, 2019, between the TOWN OF HEMPSTEAD, a municipal corporation, with its principal place of business at Hempstead Town Hall, Town Hall Plaza, Hempstead, New York, hereinafter referred to as the "TOWN," and EAST MEADOW AUXILIARY POLICE UNIT #126, with offices at 1927 McKinley Avenue, East Meadow, New York, hereinafter referred to as the "AUXILIARY."

WITNESSETH:

WHEREAS, the Auxiliary, although established to serve the public interest in a civil defense function, they do perform many routine police activities such as crowd control, crossing guards and traffic control, which allow the regular police to pursue the more important aspects of maintaining order in our society; and

WHEREAS, said activities of the Auxiliary preserve the public peace and good order and promote the safety and general welfare of the community; and

WHEREAS, the Town deems the activities of the Auxiliary to be in the public interest of the inhabitants of the Town; and

WHEREAS, the Auxiliary has requested financial assistance to recruit, equip and train its members, and the Town deems it to be in the public interest to provide said financial assistance;

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

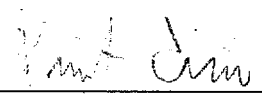
1. The Auxiliary will continue to perform its many routine police activities such as crowd control, crossing guards and traffic control.

2. The Town will pay to the Auxiliary the sum of One Thousand Dollars (\$1,000.00), which sum will be used by the Auxiliary to recruit, equip and train its members.
3. The Auxiliary shall not assign, transfer or hypothecate this agreement, or any interest therein, or any monies due or to become due thereunder, whether in whole or in part or by agreement or novation.
4. The Auxiliary shall be an independent contractor hereunder. Nothing herein contained shall be construed to constitute its members, servants or agents, to be employees, agents or servants of the Town. The Auxiliary will save and hold harmless the Town and will indemnify the Town for any and all damage and injury to person or property arising from or out of its operation under this agreement.

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

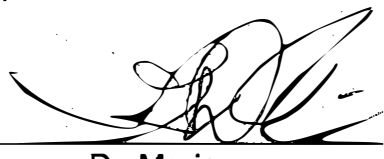
TOWN OF HEMPSTEAD

EAST MEADOW
AUXILIARY POLICE UNIT



Captain Vincent Cino
Commanding Officer – Unit 126

Laura A. Gillen
Supervisor



Thomas De Maria
Commissioner of Public Safety

AGREEMENT, made this _____ of _____, 2019, between the TOWN OF HEMPSTEAD, a municipal corporation, with its principal place of business at Hempstead Town Hall, Town Hall Plaza, Hempstead, New York, hereinafter referred to as the "TOWN," and ELMONT AUXILIARY POLICE UNIT #104, with offices at 428 Maple Street, West Hempstead, New York, hereinafter referred to as the "AUXILIARY."

WITNESSETH:

WHEREAS, the Auxiliary, although established to serve the public interest in a civil defense function, they do perform many routine police activities such as crowd control, crossing guards and traffic control, which allow the regular police to pursue the more important aspects of maintaining order in our society; and

WHEREAS, said activities of the Auxiliary preserve the public peace and good order and promote the safety and general welfare of the community; and

WHEREAS, the Town deems the activities of the Auxiliary to be in the public interest of the inhabitants of the Town; and

WHEREAS, the Auxiliary has requested financial assistance to recruit, equip and train its members, and the Town deems it to be in the public interest to provide said financial assistance;

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

1. The Auxiliary will continue to perform its many routine police activities such as crowd control, crossing guards and traffic control.

2. The Town will pay to the Auxiliary the sum of One Thousand Dollars (\$1,000.00), which sum will be used by the Auxiliary to recruit, equip and train its members.
3. The Auxiliary shall not assign, transfer or hypothecate this agreement, or any interest therein, or any monies due or to become due thereunder, whether in whole or in part or by agreement or novation.
4. The Auxiliary shall be an independent contractor hereunder. Nothing herein contained shall be construed to constitute its members, servants or agents, to be employees, agents or servants of the Town. The Auxiliary will save and hold harmless the Town and will indemnify the Town for any and all damage and injury to person or property arising from or out of its operation under this agreement.

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


TOWN OF HEMPSTEAD

ELMONT
AUXILIARY POLICE UNIT

Laura A. Gillen
Supervisor



Sergeant Anthony Squiciarino
Commanding Officer – Unit 104



Thomas De Maria
Commissioner of Public Safety

AGREEMENT, made this _____ of _____, 2019, between the TOWN OF HEMPSTEAD, a municipal corporation, with its principal place of business at Hempstead Town Hall, Town Hall Plaza, Hempstead, New York, hereinafter referred to as the "TOWN," and FIVE TOWNS AUXILIARY POLICE UNIT #109, with offices at 968 E. Broadway, Woodmere, New York, hereinafter referred to as the "AUXILIARY."

WITNESSETH:

WHEREAS, the Auxiliary, although established to serve the public interest in a civil defense function, they do perform many routine police activities such as crowd control, crossing guards and traffic control, which allow the regular police to pursue the more important aspects of maintaining order in our society; and

WHEREAS, said activities of the Auxiliary preserve the public peace and good order and promote the safety and general welfare of the community; and

WHEREAS, the Town deems the activities of the Auxiliary to be in the public interest of the inhabitants of the Town; and

WHEREAS, the Auxiliary has requested financial assistance to recruit, equip and train its members, and the Town deems it to be in the public interest to provide said financial assistance;

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

1. The Auxiliary will continue to perform its many routine police activities such as crowd control, crossing guards and traffic control.

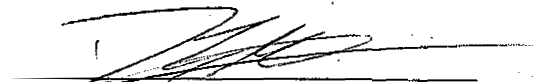
2. The Town will pay to the Auxiliary the sum of One Thousand Dollars (\$1,000.00), which sum will be used by the Auxiliary to recruit, equip and train its members.
3. The Auxiliary shall not assign, transfer or hypothecate this agreement, or any interest therein, or any monies due or to become due thereunder, whether in whole or in part or by agreement or novation.
4. The Auxiliary shall be an independent contractor hereunder. Nothing herein contained shall be construed to constitute its members, servants or agents, to be employees, agents or servants of the Town. The Auxiliary will save and hold harmless the Town and will indemnify the Town for any and all damage and injury to person or property arising from or out of its operation under this agreement.

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

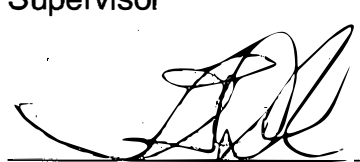
TOWN OF HEMPSTEAD

FIVE TOWNS
AUXILIARY POLICE UNIT

Laura A. Gillen
Supervisor



Inspector Daniel Gluck
Commanding Officer – Unit 109



Thomas De Maria
Commissioner of Public Safety

AGREEMENT, made this of , 2019, between the TOWN OF HEMPSTEAD, a municipal corporation, with its principal place of business at Hempstead Town Hall, Town Hall Plaza, Hempstead, New York, hereinafter referred to as the "TOWN," and LAKEVIEW AUXILIARY POLICE UNIT #117, with offices at 428 Maple Street, West Hempstead, New York, hereinafter referred to as the "AUXILIARY."

WITNESSETH:

WHEREAS, the Auxiliary, although established to serve the public interest in a civil defense function, they do perform many routine police activities such as crowd control, crossing guards and traffic control, which allow the regular police to pursue the more important aspects of maintaining order in our society; and

WHEREAS, said activities of the Auxiliary preserve the public peace and good order and promote the safety and general welfare of the community; and

WHEREAS, the Town deems the activities of the Auxiliary to be in the public interest of the inhabitants of the Town; and

WHEREAS, the Auxiliary has requested financial assistance to recruit, equip and train its members, and the Town deems it to be in the public interest to provide said financial assistance;

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

1. The Auxiliary will continue to perform its many routine police activities such as crowd control, crossing guards and traffic control.

2. The Town will pay to the Auxiliary the sum of One Thousand Dollars (\$1,000.00), which sum will be used by the Auxiliary to recruit, equip and train its members.
3. The Auxiliary shall not assign, transfer or hypothecate this agreement, or any interest therein, or any monies due or to become due thereunder, whether in whole or in part or by agreement or novation.
4. The Auxiliary shall be an independent contractor hereunder. Nothing herein contained shall be construed to constitute its members, servants or agents, to be employees, agents or servants of the Town. The Auxiliary will save and hold harmless the Town and will indemnify the Town for any and all damage and injury to person or property arising from or out of its operation under this agreement.

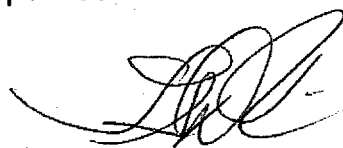
IN WITNESS WHEREOF, the Town and the Auxiliary have executed this agreement as of the date first above written.

TOWN OF HEMPSTEAD

LAKEVIEW
AUXILIARY POLICE UNIT


Sergeant Anthony Squicciarino
Commanding Officer – Unit 117

Laura A. Gillen
Supervisor



Thomas De Maria
Commissioner of Public Safety

AGREEMENT, made this of , 2019, between the TOWN OF HEMPSTEAD, a municipal corporation, with its principal place of business at Hempstead Town Hall, Town Hall Plaza, Hempstead, New York, hereinafter referred to as the "TOWN," and LEVITTOWN AUXILIARY POLICE UNIT #129, with offices at 14 Honeysuckle Road, Levittown, New York, hereinafter referred to as the "AUXILIARY."

WITNESSETH:

WHEREAS, the Auxiliary, although established to serve the public interest in a civil defense function, they do perform many routine police activities such as crowd control, crossing guards and traffic control, which allow the regular police to pursue the more important aspects of maintaining order in our society; and

WHEREAS, said activities of the Auxiliary preserve the public peace and good order and promote the safety and general welfare of the community; and

WHEREAS, the Town deems the activities of the Auxiliary to be in the public interest of the inhabitants of the Town; and

WHEREAS, the Auxiliary has requested financial assistance to recruit, equip and train its members, and the Town deems it to be in the public interest to provide said financial assistance;

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

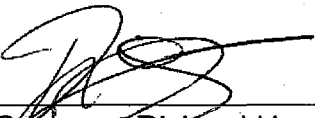
1. The Auxilliary will continue to perform its many routine police activities such as crowd control, crossing guards and traffic control.

2. The Town will pay to the Auxiliary the sum of One Thousand Dollars (\$1,000.00), which sum will be used by the Auxiliary to recruit, equip and train its members.
3. The Auxiliary shall not assign, transfer or hypothecate this agreement, or any interest therein, or any monies due or to become due thereunder, whether in whole or in part or by agreement or novation.
4. The Auxiliary shall be an independent contractor hereunder. Nothing herein contained shall be construed to constitute its members, servants or agents, to be employees, agents or servants of the Town. The Auxiliary will save and hold harmless the Town and will indemnify the Town for any and all damage and injury to person or property arising from or out of its operation under this agreement.

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

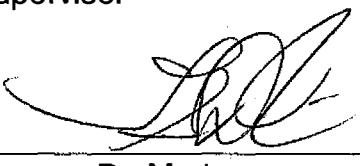
TOWN OF HEMPSTEAD

LEVITTOWN
AUXILIARY POLICE UNIT



Sergeant Richard Horan
Commanding Officer – Unit 129

Laura A. Gillen
Supervisor



Thomas De Maria
Commissioner of Public Safety

AGREEMENT, made this _____ of _____, 2019, between the TOWN OF HEMPSTEAD, a municipal corporation, with its principal place of business at Hempstead Town Hall, Town Hall Plaza, Hempstead, New York, hereinafter referred to as the "TOWN," and MERRICK AUXILIARY POLICE UNIT #128, with offices at 1927 McKinley Avenue, East Meadow, New York, hereinafter referred to as the "AUXILIARY."

WITNESSETH:

WHEREAS, the Auxiliary, although established to serve the public interest in a civil defense function, they do perform many routine police activities such as crowd control, crossing guards and traffic control, which allow the regular police to pursue the more important aspects of maintaining order in our society; and

WHEREAS, said activities of the Auxiliary preserve the public peace and good order and promote the safety and general welfare of the community; and

WHEREAS, the Town deems the activities of the Auxiliary to be in the public interest of the inhabitants of the Town; and

WHEREAS, the Auxiliary has requested financial assistance to recruit, equip and train its members, and the Town deems it to be in the public interest to provide said financial assistance;

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

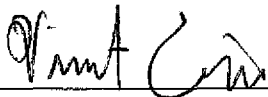
1. The Auxiliary will continue to perform its many routine police activities such as crowd control, crossing guards and traffic control.

2. The Town will pay to the Auxiliary the sum of One Thousand Dollars (\$1,000.00), which sum will be used by the Auxiliary to recruit, equip and train its members.
3. The Auxiliary shall not assign, transfer or hypothecate this agreement, or any interest therein, or any monies due or to become due thereunder, whether in whole or in part or by agreement or novation.
4. The Auxiliary shall be an independent contractor hereunder. Nothing herein contained shall be construed to constitute its members, servants or agents, to be employees, agents or servants of the Town. The Auxiliary will save and hold harmless the Town and will indemnify the Town for any and all damage and injury to person or property arising from or out of its operation under this agreement.

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

TOWN OF HEMPSTEAD

MERRICK
AUXILIARY POLICE UNIT



Captain Vincent Cino
Commanding Officer – Unit 128

Laura A. Gillen
Supervisor



Thomas De Maria
Commissioner of Public Safety

AGREEMENT, made this _____ of _____, 2019, between the TOWN OF HEMPSTEAD, a municipal corporation, with its principal place of business at Hempstead Town Hall, Town Hall Plaza, Hempstead, New York, hereinafter referred to as the "TOWN," and NORTH BELLMORE AUXILIARY POLICE UNIT #131, with offices at 2455 Cliff Lane, North Bellmore, New York, hereinafter referred to as the "AUXILIARY."

WITNESSETH:

WHEREAS, the Auxiliary, although established to serve the public interest in a civil defense function, they do perform many routine police activities such as crowd control, crossing guards and traffic control, which allow the regular police to pursue the more important aspects of maintaining order in our society; and

WHEREAS, said activities of the Auxiliary preserve the public peace and good order and promote the safety and general welfare of the community; and

WHEREAS, the Town deems the activities of the Auxiliary to be in the public interest of the inhabitants of the Town; and

WHEREAS, the Auxiliary has requested financial assistance to recruit, equip and train its members, and the Town deems it to be in the public interest to provide said financial assistance;

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


1. The Auxiliary will continue to perform its many routine police activities such as crowd control, crossing guards and traffic control.

2. The Town will pay to the Auxiliary the sum of One Thousand Dollars (\$1,000.00), which sum will be used by the Auxiliary to recruit, equip and train its members.
3. The Auxiliary shall not assign, transfer or hypothecate this agreement, or any interest therein, or any monies due or to become due thereunder, whether in whole or in part or by agreement or novation.
4. The Auxiliary shall be an independent contractor hereunder. Nothing herein contained shall be construed to constitute its members, servants or agents, to be employees, agents or servants of the Town. The Auxiliary will save and hold harmless the Town and will indemnify the Town for any and all damage and injury to person or property arising from or out of its operation under this agreement.

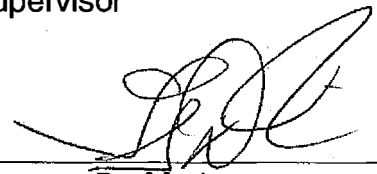
IN WITNESS WHEREOF, the Town and the Auxiliary have executed this agreement as of the date first above written.

TOWN OF HEMPSTEAD

NORTH BELLMORE
AUXILIARY POLICE UNIT


Sergeant Marcelo Kreisel
Commanding Officer – Unit 131

Laura A. Gillen
Supervisor



Thomas De Maria
Commissioner of Public Safety

AGREEMENT, made this _____ of _____, 2019, between the TOWN OF HEMPSTEAD, a municipal corporation, with its principal place of business at Hempstead Town Hall, Town Hall Plaza, Hempstead, New York, hereinafter referred to as the "TOWN," and OCEANSIDE AUXILIARY POLICE UNIT #119, with offices at 968 E. Broadway, Woodmere, New York, hereinafter referred to as the "AUXILIARY."

WITNESSETH:

WHEREAS, the Auxiliary, although established to serve the public interest in a civil defense function, they do perform many routine police activities such as crowd control, crossing guards and traffic control, which allow the regular police to pursue the more important aspects of maintaining order in our society; and

WHEREAS, said activities of the Auxiliary preserve the public peace and good order and promote the safety and general welfare of the community; and

WHEREAS, the Town deems the activities of the Auxiliary to be in the public interest of the inhabitants of the Town; and

WHEREAS, the Auxiliary has requested financial assistance to recruit, equip and train its members, and the Town deems it to be in the public interest to provide said financial assistance;

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

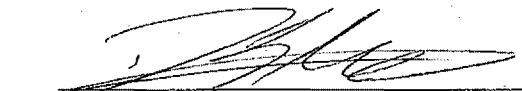
1. The Auxiliary will continue to perform its many routine police activities such as crowd control, crossing guards and traffic control.

2. The Town will pay to the Auxiliary the sum of One Thousand Dollars (\$1,000.00), which sum will be used by the Auxiliary to recruit, equip and train its members.
3. The Auxiliary shall not assign, transfer or hypothecate this agreement, or any interest therein, or any monies due or to become due thereunder, whether in whole or in part or by agreement or novation.
4. The Auxiliary shall be an independent contractor hereunder. Nothing herein contained shall be construed to constitute its members, servants or agents, to be employees, agents or servants of the Town. The Auxiliary will save and hold harmless the Town and will indemnify the Town for any and all damage and injury to person or property arising from or out of its operation under this agreement.

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

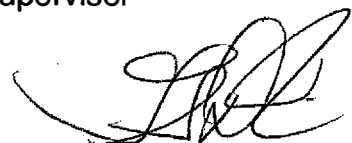
TOWN OF HEMPSTEAD

OCEANSIDE
AUXILIARY POLICE UNIT



Inspector Daniel Gluck
Commanding Officer – Unit 119

Laura A. Gillen
Supervisor



Thomas De Maria
Commissioner of Public Safety

AGREEMENT, made this _____ of _____, 2019, between the TOWN OF HEMPSTEAD, a municipal corporation, with its principal place of business at Hempstead Town Hall, Town Hall Plaza, Hempstead, New York, hereinafter referred to as the "TOWN," and POINT LOOKOUT AUXILIARY POLICE UNIT #121, with offices at 968 E. Broadway, Woodmere, New York, hereinafter referred to as the "AUXILIARY."

WITNESSETH:

WHEREAS, the Auxiliary, although established to serve the public interest in a civil defense function, they do perform many routine police activities such as crowd control, crossing guards and traffic control, which allow the regular police to pursue the more important aspects of maintaining order in our society; and

WHEREAS, said activities of the Auxiliary preserve the public peace and good order and promote the safety and general welfare of the community; and

WHEREAS, the Town deems the activities of the Auxiliary to be in the public interest of the inhabitants of the Town; and

WHEREAS, the Auxiliary has requested financial assistance to recruit, equip and train its members, and the Town deems it to be in the public interest to provide said financial assistance;

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

5. The Auxiliary will continue to perform its many routine police activities such as crowd control, crossing guards and traffic control.

6. The Town will pay to the Auxiliary the sum of One Thousand Dollars (\$1,000.00), which sum will be used by the Auxiliary to recruit, equip and train its members.
7. The Auxiliary shall not assign, transfer or hypothecate this agreement, or any interest therein, or any monies due or to become due thereunder, whether in whole or in part or by agreement or novation.
8. The Auxiliary shall be an independent contractor hereunder. Nothing herein contained shall be construed to constitute its members, servants or agents, to be employees, agents or servants of the Town. The Auxiliary will save and hold harmless the Town and will indemnify the Town for any and all damage and injury to person or property arising from or out of its operation under this agreement.

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

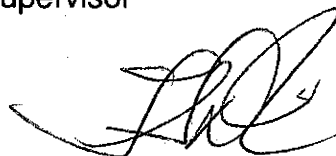
TOWN OF HEMPSTEAD

POINT LOOKOUT
AUXILIARY POLICE UNIT



Inspector Daniel Gluck
Commanding Officer – Unit 121

Laura A. Gillen
Supervisor



Thomas De Maria
Commissioner of Public Safety

AGREEMENT, made this _____ of _____, 2019, between the TOWN OF HEMPSTEAD, a municipal corporation, with its principal place of business at Hempstead Town Hall, Town Hall Plaza, Hempstead, New York, hereinafter referred to as the "TOWN," and ROOSEVELT AUXILIARY POLICE UNIT #124, with offices at 23 Buttercup Lane, Levittown, New York, hereinafter referred to as the "AUXILIARY."

WITNESSETH:

WHEREAS, the Auxiliary, although established to serve the public interest in a civil defense function, they do perform many routine police activities such as crowd control, crossing guards and traffic control, which allow the regular police to pursue the more important aspects of maintaining order in our society; and

WHEREAS, said activities of the Auxiliary preserve the public peace and good order and promote the safety and general welfare of the community; and

WHEREAS, the Town deems the activities of the Auxiliary to be in the public interest of the inhabitants of the Town; and

WHEREAS, the Auxiliary has requested financial assistance to recruit, equip and train its members, and the Town deems it to be in the public interest to provide said financial assistance;

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

1. The Auxiliary will continue to perform its many routine police activities such as crowd control, crossing guards and traffic control.

2. The Town will pay to the Auxiliary the sum of One Thousand Dollars (\$1,000.00), which sum will be used by the Auxiliary to recruit, equip and train its members.
3. The Auxiliary shall not assign, transfer or hypothecate this agreement, or any interest therein, or any monies due or to become due thereunder, whether in whole or in part or by agreement or novation.
4. The Auxiliary shall be an independent contractor hereunder. Nothing herein contained shall be construed to constitute its members, servants or agents, to be employees, agents or servants of the Town. The Auxiliary will save and hold harmless the Town and will indemnify the Town for any and all damage and injury to person or property arising from or out of its operation under this agreement.

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

TOWN OF HEMPSTEAD

ROOSEVELT
AUXILIARY POLICE UNIT



Captain Roy Behrman
Commanding Officer – Unit 124

Laura A. Gillen
Supervisor



Thomas De Maria
Commissioner of Public Safety

AGREEMENT, made this _____ of _____, 2019, between the TOWN OF HEMPSTEAD, a municipal corporation, with its principal place of business at Hempstead Town Hall, Town Hall Plaza, Hempstead, New York, hereinafter referred to as the "TOWN," and SEAFORD AUXILIARY POLICE UNIT #133, with offices at 2627 Ocean Avenue, Seaford, New York, hereinafter referred to as the "AUXILIARY."

WITNESSETH:

WHEREAS, the Auxiliary, although established to serve the public interest in a civil defense function, they do perform many routine police activities such as crowd control, crossing guards and traffic control, which allow the regular police to pursue the more important aspects of maintaining order in our society; and

WHEREAS, said activities of the Auxiliary preserve the public peace and good order and promote the safety and general welfare of the community; and

WHEREAS, the Town deems the activities of the Auxiliary to be in the public interest of the inhabitants of the Town; and

WHEREAS, the Auxiliary has requested financial assistance to recruit, equip and train its members, and the Town deems it to be in the public interest to provide said financial assistance;

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

1. The Auxiliary will continue to perform its many routine police activities such as crowd control, crossing guards and traffic control.

2. The Town will pay to the Auxiliary the sum of One Thousand Dollars (\$1,000.00), which sum will be used by the Auxiliary to recruit, equip and train its members.
3. The Auxiliary shall not assign, transfer or hypothecate this agreement, or any interest therein, or any monies due or to become due thereunder, whether in whole or in part or by agreement or novation.
4. The Auxiliary shall be an independent contractor hereunder. Nothing herein contained shall be construed to constitute its members, servants or agents, to be employees, agents or servants of the Town. The Auxiliary will save and hold harmless the Town and will indemnify the Town for any and all damage and injury to person or property arising from or out of its operation under this agreement.

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

TOWN OF HEMPSTEAD

SEAFORD
AUXILIARY POLICE UNIT



Sergeant Chun Wong
Commanding Officer – Unit 133

Laura A. Gillen
Supervisor



Thomas De Maria
Commissioner of Public Safety

AGREEMENT, made this _____ of _____, 2019, between the TOWN OF HEMPSTEAD, a municipal corporation, with its principal place of business at Hempstead Town Hall, Town Hall Plaza, Hempstead, New York, hereinafter referred to as the "TOWN," and SOUTH HEMPSTEAD AUXILIARY POLICE UNIT #138, with offices at 609 Woodland Drive, South Hempstead, New York, hereinafter referred to as the "AUXILIARY."

WITNESSETH:

WHEREAS, the Auxiliary, although established to serve the public interest in a civil defense function, they do perform many routine police activities such as crowd control, crossing guards and traffic control, which allow the regular police to pursue the more important aspects of maintaining order in our society; and

WHEREAS, said activities of the Auxiliary preserve the public peace and good order and promote the safety and general welfare of the community; and

WHEREAS, the Town deems the activities of the Auxiliary to be in the public interest of the inhabitants of the Town; and

WHEREAS, the Auxiliary has requested financial assistance to recruit, equip and train its members, and the Town deems it to be in the public interest to provide said financial assistance;

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

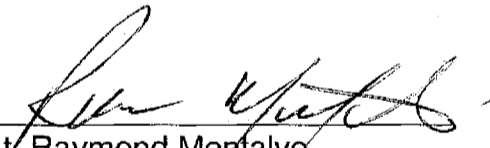
1. The Auxiliary will continue to perform its many routine police activities such as crowd control, crossing guards and traffic control.

2. The Town will pay to the Auxiliary the sum of One Thousand Dollars (\$1,000.00), which sum will be used by the Auxiliary to recruit, equip and train its members.
3. The Auxiliary shall not assign, transfer or hypothecate this agreement, or any interest therein, or any monies due or to become due thereunder, whether in whole or in part or by agreement or novation.
4. The Auxiliary shall be an independent contractor hereunder: Nothing herein contained shall be construed to constitute its members, servants or agents, to be employees, agents or servants of the Town. The Auxiliary will save and hold harmless the Town and will indemnify the Town for any and all damage and injury to person or property arising from or out of its operation under this agreement.

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

TOWN OF HEMPSTEAD

SOUTH HEMPSTEAD
AUXILIARY POLICE UNIT


Lt. Raymond Montalvo
Commanding Officer – Unit 138

Laura A. Gillen
Supervisor



Thomas De Maria
Commissioner of Public Safety

AGREEMENT, made this _____ of _____, 2019, between the TOWN OF HEMPSTEAD, a municipal corporation, with its principal place of business at Hempstead Town Hall, Town Hall Plaza, Hempstead, New York, hereinafter referred to as the "TOWN," and UNIONDALE AUXILIARY POLICE UNIT #122, with offices at 23 Buttercup Lane, Levittown, New York, hereinafter referred to as the "AUXILIARY."

WITNESSETH:

WHEREAS, the Auxiliary, although established to serve the public interest in a civil defense function, they do perform many routine police activities such as crowd control, crossing guards and traffic control, which allow the regular police to pursue the more important aspects of maintaining order in our society; and

WHEREAS, said activities of the Auxiliary preserve the public peace and good order and promote the safety and general welfare of the community; and

WHEREAS, the Town deems the activities of the Auxiliary to be in the public interest of the inhabitants of the Town; and

WHEREAS, the Auxiliary has requested financial assistance to recruit, equip and train its members, and the Town deems it to be in the public interest to provide said financial assistance;

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

1. The Auxiliary will continue to perform its many routine police activities such as crowd control, crossing guards and traffic control.

2. The Town will pay to the Auxiliary the sum of One Thousand Dollars (\$1,000.00), which sum will be used by the Auxiliary to recruit, equip and train its members.
3. The Auxiliary shall not assign, transfer or hypothecate this agreement, or any interest therein, or any monies due or to become due thereunder, whether in whole or in part or by agreement or novation.
4. The Auxiliary shall be an independent contractor hereunder. Nothing herein contained shall be construed to constitute its members, servants or agents, to be employees, agents or servants of the Town. The Auxiliary will save and hold harmless the Town and will indemnify the Town for any and all damage and injury to person or property arising from or out of its operation under this agreement.

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

TOWN OF HEMPSTEAD

UNIONDALE
AUXILIARY POLICE UNIT



Captain Roy Behrman
Commanding Officer – Unit 122

Laura A. Gillen
Supervisor



Thomas De Maria
Commissioner of Public Safety

AGREEMENT, made this _____ of _____, 2019, between the TOWN OF HEMPSTEAD, a municipal corporation, with its principal place of business at Hempstead Town Hall, Town Hall Plaza, Hempstead, New York, hereinafter referred to as the "TOWN," and WANTAGH AUXILIARY POLICE UNIT #132, with offices at 1927 McKinley Avenue, East Meadow, New York, hereinafter referred to as the "AUXILIARY."

WITNESSETH:

WHEREAS, the Auxiliary, although established to serve the public interest in a civil defense function, they do perform many routine police activities such as crowd control, crossing guards and traffic control, which allow the regular police to pursue the more important aspects of maintaining order in our society; and

WHEREAS, said activities of the Auxiliary preserve the public peace and good order and promote the safety and general welfare of the community; and

WHEREAS, the Town deems the activities of the Auxiliary to be in the public interest of the inhabitants of the Town; and

WHEREAS, the Auxiliary has requested financial assistance to recruit, equip and train its members, and the Town deems it to be in the public interest to provide said financial assistance;

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

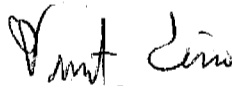
1. The Auxiliary will continue to perform its many routine police activities such as crowd control, crossing guards and traffic control.

2. The Town will pay to the Auxiliary the sum of One Thousand Dollars (\$1,000.00), which sum will be used by the Auxiliary to recruit, equip and train its members.
3. The Auxiliary shall not assign, transfer or hypothecate this agreement, or any interest therein, or any monies due or to become due thereunder, whether in whole or in part or by agreement or novation.
4. The Auxiliary shall be an independent contractor hereunder. Nothing herein contained shall be construed to constitute its members, servants or agents, to be employees, agents or servants of the Town. The Auxiliary will save and hold harmless the Town and will indemnify the Town for any and all damage and injury to person or property arising from or out of its operation under this agreement.

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

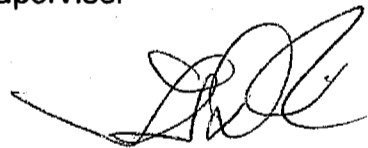
TOWN OF HEMPSTEAD

WANTAGH
AUXILIARY POLICE UNIT



Captain Vincent Cino
Commanding Officer – Unit 132

Laura A. Gillen
Supervisor



Thomas De Maria
Commissioner of Public Safety

AGREEMENT, made this _____ of _____, 2019, between the TOWN OF HEMPSTEAD, a municipal corporation, with its principal place of business at Hempstead Town Hall, Town Hall Plaza, Hempstead, New York, hereinafter referred to as the "TOWN," and WEST HEMPSTEAD AUXILIARY POLICE UNIT #116, with offices at 428 Maple Street, West Hempstead, New York, hereinafter referred to as the "AUXILIARY."

WITNESSETH:

WHEREAS, the Auxiliary, although established to serve the public interest in a civil defense function, they do perform many routine police activities such as crowd control, crossing guards and traffic control, which allow the regular police to pursue the more important aspects of maintaining order in our society; and

WHEREAS, said activities of the Auxiliary preserve the public peace and good order and promote the safety and general welfare of the community; and

WHEREAS, the Town deems the activities of the Auxiliary to be in the public interest of the inhabitants of the Town; and

WHEREAS, the Auxiliary has requested financial assistance to recruit, equip and train its members, and the Town deems it to be in the public interest to provide said financial assistance;

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

1. The Auxiliary will continue to perform its many routine police activities such as crowd control, crossing guards and traffic control.

2. The Town will pay to the Auxiliary the sum of One Thousand Dollars (\$1,000.00), which sum will be used by the Auxiliary to recruit, equip and train its members.
3. The Auxiliary shall not assign, transfer or hypothecate this agreement, or any interest therein, or any monies due or to become due thereunder, whether in whole or in part or by agreement or novation.
4. The Auxiliary shall be an independent contractor hereunder. Nothing herein contained shall be construed to constitute its members, servants or agents, to be employees, agents or servants of the Town. The Auxiliary will save and hold harmless the Town and will indemnify the Town for any and all damage and injury to person or property arising from or out of its operation under this agreement.

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


TOWN OF HEMPSTEAD

WEST HEMPSTEAD
AUXILIARY POLICE UNIT

Laura A. Gillen
Supervisor



Sergeant Anthony Squicciarino
Commanding Officer – Unit 116



Thomas De Maria
Commissioner of Public Safety

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

**RESOLUTION ESTABLISHING A PANEL OF
ENGINEERING CONSULTING FIRMS PURSUANT TO THE TOWN'S
PROCUREMENT POLICY AND PROCEDURES.**

WHEREAS, from time to time, the Town of Hempstead (the "Town") may require the services of outside engineering consultants in a variety of areas including design, construction management, surveying, soils/materials testing, technology and engineering related studies; and

WHEREAS, pursuant to the Town's Procurement Policy and Procedures (the "Policy"), the Town issued a request for qualifications (RFQ); and

WHEREAS, the Town received responses to the RFQ, which were reviewed by a committee to evaluate qualifications for engineering consulting services (the "Committee"); and

WHEREAS, the Committee has requested that this Board establish a panel of outside engineering consultants and further requests that this Board assigns the engineering firms listed in the attached Schedule A to the panel (the "Panel"); and

WHEREAS, in the event services are needed, the Commissioner of the Department of Engineering (the "Commissioner") may issue Request for Proposals (RFP) from the firms identified on the Panel when the procurement amount is expected to cost more than \$10,000; and

WHEREAS, the Board finds it in the best interests of the Town to establish the Panel.

NOW, THEREFORE, BE IT

RESOLVED, that the Board hereby establishes the Panel; and be it further

RESOLVED, that placement on the Panel is contingent upon the Committee's review and approval of the consultants' NYS Vendor Responsibility Questionnaire and Town of Hempstead Public Disclosure Statement; and be it further

RESOLVED, that the Commissioner is authorized to issue RFPs to the firms listed on the Panel, in the relevant category, consistent with the Town's needs; and be it further

RESOLVED, that following the issuance of the RFPs by the Commissioner, and the recommendation by the Committee of firms to undertake and complete the required work, the Commissioner shall obtain Town Board approval prior to any firm commencing work.

The foregoing resolution was adopted upon roll call as follows:

AYES:
NOES:

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28103

The firms which have been deemed qualified for the various services outlined in the RFQ are designated by an X in the column under the specifically identified service. The absence of an X should not be assumed as indicating that the firm is unqualified for the particular service; rather the firm did not request to be qualified or did not submit information regarding the particular service

SCHEDULE A

CONSULTANT	ENGINEERING DESIGN	CONSTRUCTION MANAGEMENT	SURVEYING	SOILS/MAT-ERIALS TESTING	TECHNOLOGY CONSULTING	ENGINEERING RELATED STUDIES
GPI	X	X	X	X	X	X
BLUE SHORE	X	X				X
M & J	X	X			X	X
NVS	X	X		X	X	X
WALDEN	X	X		X	X	X
CAMERON	X	X			X	X
O'CONNOR - PETITO			X	X		
SIMCO	X	X		X	X	X
CASHIN	X	X				X
KLD ENGINEERING					X	
DE BRUIN	X	X		X	X	X
LUCCHESI		X				
TECTONIC	X	X	X	X		X
BL COMPANIES	X		X			X
ZI		X				
B. THAYER	X	X	X	X	X	X
H2M	X	X		X	X	X
LKB	X	X				X
GAYRON DE BRUIN			X		X	
D&B	X	X	X	X	X	X
GEDEON	X	X				
PRIME	X					
VHB		X				
TRI STATE		X				
PWGC	X	X		X	X	X
HIRANI	X	X	X	X		X
NASSAU SUFFOLK	X	X				X
CASHIN SPINELLI & FERETTI	X	X				X
NELSON & POPE	X	X		X	X	X
VACHRIS	X			X		
LIRO	X	X	X	X	X	X
TETRA TECH	X	X				X
LKMA	X	X		X	X	X
LIZARDOS	X	X				
FIELD ASSOC.	X	X				
AECOM	X	X				X
BBV	X	X				

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

**RESOLUTION ESTABLISHING A PANEL OF
OUTSIDE LEGAL COUNSEL PURSUANT TO THE TOWN'S
PROCUREMENT POLICY AND PROCEDURES.**

WHEREAS, from time to time, the Town of Hempstead (the "Town") may require the services of outside counsel on a variety of legal matters; and

WHEREAS, pursuant to the Town's Procurement Policy and Procedures (the "Policy"), the Town issued a request for qualifications (RFQ), which, among other things, set forth the Town's municipal rate for legal services of \$250 per hour for non-trial work and \$1000 per diem for trials; and

WHEREAS, the Town received responses to the RFQ, which were reviewed by a committee to evaluate qualifications for legal services (the "Committee"); and

WHEREAS, the Committee has requested that this Board assign the following firms to a panel of outside legal counsel that the Town may utilize in the event their services are needed:

	Firm
1	Phillips Lytle LLP 1205 Franklin Avenue Plaza Suite 390 Garden City, NY 11530
2	Sokoloff Stern LLP 179 Westbury Avenue Carle Place, NY 11514
3	Abrams Fensterman 3 Dakota Drive Suite 300 Lake Success, NY 11042
4	Quatela Chimeri PLLC 215 Willis Avenue Mineola, NY 11501
5	Berkman Henoch 100 Garden City Plaza Third Floor Garden City, NY 11530
6	The Zoghlin Group PLLC 300 State Street Suite 502 Rochester, NY 14614
7	Jaspan Schlesinger LLP 300 Garden City Plaza Garden City, NY 11530
8	Bee Ready Fishbein Hatter & Donovan LLP 170 Old Country Road Suite 200 Mineola, NY 11501

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9	Bond Schoeneck & King 1010 Franklin Avenue Suite 200 Garden City, NY 11530
10	Rosenberg Calica & Birney LLP 100 Garden City Plaza Suite 408 Garden City, NY 11530
11	Harris Beach PLLC 333 Earl Ovington Boulevard Suite 901 Uniondale, NY 11553
12	Hawkins Delafield & Wood LLP 7 World Trade Center 250 Greenwich Street New York, NY 10007
13	Levanthal Mullaney & Blinkoff, LLP 15 Remsen Avenue Roslyn, NY 11576
14	West Group Law PLLC 81 Main Street Suite 510 White Plains, NY 10601
15	Rozario & Associates, PC 55 Broadway Suite 2002 New York, NY 10006
16	Keane & Beane, PC 445 Hamilton Avenue White Plains, NY 10601

(the "Panel"); and

WHEREAS, the Board finds it in the best interests of the Town to create the Panel and permit the Town to contract with counsel appearing on the Panel should the need for their services arise.

NOW, THEREFORE, BE IT

RESOLVED, that the Board hereby establishes the Panel; and be it further

RESOLVED, that the Town Attorney is authorized to execute such contracts as are necessary in the judgment of the Town Attorney to retain those appearing on the Panel to provide legal services to the Town; and be it further

RESOLVED, that the Town Attorney or his/her designee is hereby authorized and directed to supervise the negotiation of such agreements, and to take other such actions necessary to effectuate the foregoing; and be it further

RESOLVED, that the Comptroller is authorized and directed to pay the costs of such legal services, at an hourly rate of \$250 for attorneys for non-trial work, including consulting, research, pleadings, motions, briefs, and a per diem rate of \$1000 for

Supreme Court trials, and a rate of \$115.00 per hour for paralegals, as set forth in the agreements, to be paid against the legal services account number: 4158, after receipt of executed copies of such agreements and duly-certified claims therefor; and be it further

RESOLVED, that the rates for certain legal services provided by bond counsel shall be charged according to a separate rate schedule contained in the agreement or on a per transaction basis; and be it further

RESOLVED, that the Town Attorney shall be authorized to assign matters, on an as-needed basis, to those law firms on the legal services Panel; and be it further

RESOLVED, that the Town Board must approve any new referral of any legal matter to any law firm when that law firm's legal bills for the calendar year exceed \$500,000.

The foregoing was adopted upon roll call as follows:

AYES: ()

NOES: ()

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution
and moved its adoption as follows:

RESOLUTION AUTHORIZING THE DEPARTMENT
OF BUILDINGS TO ISSUE A BUILDING PERMIT
WITH A FEE "CAP" IN CONNECTION WITH
BUILDING PERMIT APPLICATION NOS. 201903660
AND 201903658 FOR KELLENBERG MEMORIAL HIGH
SCHOOL TO CONSTRUCT SPORTS FIELD WITH
PARKING LOT AND CONSTRUCT PARKING LOT WITH
BLEACHERS AT THE PREMISES LOCATED AT 1600
GLENN CURTISS BOULEVARD, UNIONDALE, NY.

WHEREAS, Kellenberg Memorial High School has filed
Building Permit Application Nos. 201903660 and 201903658
with the Department of Buildings of the Town of Hempstead
to construct sports field with parking lot and construct
parking lot with bleachers at the premises located at 1600
Glenn Curtiss Boulevard, Uniondale, NY; and

WHEREAS, Kellenberg Memorial High School has requested
consideration for an exemption from payment of full fees in
connection with Building Permit Application Nos. 201903660
and 201903658; and

WHEREAS, this Town Board deems it to be in the public
interest for an exemption from payment of full fees in
connection with Application Nos. 201903660 and 201903658;

NOW, THEREFORE, BE IT

RESOLVED, that a fee "cap" of \$500.00 is hereby fixed
regarding Building Permit Application Nos. 201903660 AND
201903658 to construct sports field with parking lot and
construct parking lot with bleachers at the premises
located at 1600 Glenn Curtiss Boulevard, Uniondale, NY.

The foregoing resolution was adopted upon roll call as
follows:

AYES:

NOES:

Item #

31

Case #

10315

CASE NO.

RESOLUTION NO.

Adopted:

adoption:

Offered the following resolution and moved its

RESOLUTION AUTHORIZING THE TOWN OF HEMPSTEAD TO PAY
ANNUAL INDIVIDUAL MEMBERSHIP DUES TO THE BUILDING INSPECTORS
ASSOCIATION OF NASSAU COUNTY FOR ALL CODE ENFORCEMENT
OFFICERS OF THE TOWN BUILDING DEPARTMENT

WHEREAS, New York State Department of State, requires a minimum of 24 hours of in-service training for Code Enforcement Officers, certified by New York State; and

WHEREAS, it continues to be in the best interest of the Town of Hempstead to sponsor the membership in Building Inspectors Association of Nassau County "B.I.A.N.C.O" for all Code Enforcement Officers of the Building Department. Such membership in B.I.A.N.C.O and attendance at the in-service training classes they provide in conformance with New York State Department of State mandates the Code Enforcement Officers to maintain their accreditation as required by state law; and

WHEREAS, the Commissioner of the Department of Buildings has requested payment for all Code Enforcement Officers of the Building Department be made for membership for the year May 1, 2019 to April 30, 2020 to B.I.A.N.C.O to facilitate compliance with said New York State Department of State education requirements; and

WHEREAS, the Town Board deems it in the best interest of the Town to pay the individual membership dues to B.I.A.N.C.O for all Code Enforcement Officers of the Town Building Department.

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board hereby approves the payment of individual membership dues to the Building Inspectors Association of Nassau County for all Code Enforcement Officers of the Town Building Department; and be it further

RESOLVED, that the comptroller is hereby authorized and directed to pay individual memberships currently \$85.00 annually, at a total cost of \$4,675.00 for the department's current staff to be paid out of and charged against the department of buildings fees and services account 030-002-3620-4151 with payments made to Building Inspectors Association of Nassau County, 1 Washington Street, Hempstead, New York 11550.

The forgoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 32

Case # 3003

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved
its adoption:

RESOLUTION AUTHORIZING THE REIMBURSEMENT OF A
FEE INCURRED BY AN EMPLOYEE IN THE DEPARTMENT
OF CONSERVATION AND WATERWAYS FOR THE
NASSAU SUFFOLK LANDSCAPE GROUNDS ASSOCIATION
RECERTIFICATION TRAINING COURSE

WHEREAS, Scott Henderson and Benjamin Cruz, employees in the Department of Conservation and Waterways (the "Employees"), attended the annual recertification course sponsored by the Nassau Suffolk Landscape Grounds Association ("NSLGA") on January 24, 2019 (the "Course"), for training used in connection with their departmental duties and responsibilities; and

WHEREAS, NSLGA required a registration fee to attend the Course in the amount of \$100.00 per attendee (the "Registration Fee"); and

WHEREAS, Scott Henderson, has paid or intends to pay the Registration Fee for the Employees attendance at the Course in the total amount of Two Hundred (\$200.00) dollars; and

WHEREAS, the Commissioner of the Department of Conservation and Waterways (the "Commissioner") has recommended that it is in the best interest of the Town of Hempstead to reimburse Scott Henderson, for the Registration Fee for the Employees; and

WHEREAS, consistent with the Commissioner's recommendation, the Town Board desires to authorize the reimbursement of the Registration Fee for the Employees to Scott Henderson.

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board hereby approves the payment of the Registration Fee for the Employees in the amount of Two Hundred (\$200.00) dollars; and be it further

RESOLVED, that the Comptroller be and hereby is authorized to reimburse Scott Henderson for the Registration Fee for the Employees, upon satisfactory proof that such payment was made to NSLGA, and that such reimbursement be charged against and paid from the Department of Conservation and Waterways Office Expense Code 010-006-8730-4040.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

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Case # 18715

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution
and moved its adoption as follows:

RESOLUTION AUTHORIZING THE SUPERVISOR
TO ENTER INTO A LEASE AGREEMENT WITH
THE TOWN OF HEMPSTEAD INDUSTRIAL
DEVELOPMENT AGENCY REGARDING HEMPSTEAD
TOWN HALL (OLD BUILDING), SUITES 238
AND 240, 350 FRONT STREET, HEMPSTEAD,
TOWN OF HEMPSTEAD, NASSAU COUNTY,
NEW YORK.

WHEREAS, the Town of Hempstead is the owner of the
premises known as Hempstead Town Hall (Old Building),
Suites 238 and 240, 350 Front Street, Hempstead, New York;
and

WHEREAS, it is in the public interest for the Town of
Hempstead, as landlord, to extend an existing lease
agreement with the Town of Hempstead Industrial
Development Agency, as tenant, regarding rental suite No.
238 and rental suite No. 240 at Hempstead Town Hall (Old
Building), 350 Front Street, Hempstead, New York, for a
term beginning January 1, 2020 and ending December 31,
2024; and

WHEREAS, the annual cost of said lease to commence
January 1, 2020 is as follows:

2020: \$30,000.00
2021: \$30,906.00
2022: \$31,839.00
2023: \$32,797.00
2024: \$33,778.00

;and

WHEREAS, the Town Attorney has prepared the proposed
lease agreement in proper form:

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor be and he hereby is
authorized to enter into a lease agreement between the
Town of Hempstead, as Landlord, and the Town of Hempstead
Industrial Development Agency, as tenant, regarding the
premises at Hempstead Town Hall (Old Building), Suites 238
and 240, 350 Front Street, Hempstead, New York, for a term

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25855

beginning January 1, 2020 and ending December 31, 2024, at an annual rental as follows:

<u>Year</u>	<u>Amount</u>
2020:	\$30,000.00
2021:	\$30,906.00
2022:	\$31,839.00
2023:	\$32,797.00
2024:	\$33,778.00.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

This Agreement BETWEEN

Town of Hempstead, a municipal corporation, having its office at 1 Washington Street, Hempstead, New York 11550

as Landlord

and the Town of Hempstead Industrial Development Agency, having an office at 350 Front Street, Suite 240 and 238, Hempstead, New York 11550

as Tenant

Witnesseth: The Landlord hereby leases to the Tenant the following premises:

Hempstead Town Hall (Old Building)
350 Front Street
Suite 240 and Suite 238
Hempstead, New York 11550

Consisting of 667 square feet

for the term of five years

to commence from the 1st day of January, 2020 ~~19~~ and to end on the

31st day of December, 2024 ~~19~~ to be used and occupied only for

Town of Hempstead Industrial Development Agency business

upon the conditions and covenants following:

1st. That the Tenant shall pay the annual rent of

2020 - \$30,000.00
2021 - \$30,906.00
2022 - \$31,839.00
2023 - \$32,797.00
2024 - \$33,778.00

said rent to be paid in equal monthly payments in advance on the day of each and every month during the term aforesaid, as follows:

Additionally, if either the conference room (located within the Department of General Services) or the old courtroom (located on the second floor of 350 Front Street) shall be vacant, tenant shall be permitted to occupy same, upon prior notice to the Commissioner of the Department of General Services, and at a cost of \$50.00 (Fifty dollars and zero cents) per day.

2nd. That the Tenant shall take good care of the premises and shall, at the Tenant's own cost and expense make all repairs

and at the end or other expiration of the term, shall deliver up the demised premises in good order or condition, damages by the elements excepted.

3rd. That the Tenant shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and Local Governments and of any and all their Departments and Bureaus applicable to said premises, for the correction, prevention, and abatement of nuisances or other grievances, in, upon, or connected with said premises during said term; and shall also promptly comply with and execute all rules, orders and regulations of the New York Board of Fire Underwriters, or any other similar body, at the Tenant's own cost and expense.

4th. That the Tenant, successors, heirs, executors or administrators shall not assign this agreement, or underlet or underlease the premises, or any part thereof, or make any alterations on the premises, without the Landlord's consent in writing; or occupy, or permit or suffer the same to be occupied for any business or purpose deemed disreputable or extra-hazardous on account of fire, under the penalty of damages and forfeiture, and in the event of a breach thereof, the term herein shall immediately cease and determine at the option of the Landlord as if it were the expiration of the original term.

5th. Tenant must give Landlord prompt notice of fire, accident, damage or dangerous or defective condition. If the Premises can not be used because of fire or other casualty, Tenant is not required to pay rent for the time the Premises are unusable. If part of the Premises can not be used, Tenant must pay rent for the usable part. Landlord shall have the right to decide which part of the Premises is usable. Landlord need only repair the damaged structural parts of the Premises. Landlord is not required to repair or replace any equipment, fixtures, furnishings or decorations unless originally installed by Landlord. Landlord is not responsible for delays due to settling insurance claims, obtaining estimates, labor and supply problems or any other cause not fully under Landlord's control.

If the fire or other casualty is caused by an act or neglect of Tenant, Tenant's employees or invitees, or at the time of the fire or casualty Tenant is in default in any term of this Lease, then all repairs will be made at Tenant's expense and Tenant must pay the full rent with no adjustment. The cost of the repairs will be added rent.

Landlord has the right to demolish or rebuild the Building if there is substantial damage by fire or other casualty. Landlord may cancel this Lease within 30 days after the substantial fire or casualty by giving Tenant notice of Landlord's intention to demolish or rebuild. The Lease will end 30 days after Landlord's cancellation notice to Tenant. Tenant must deliver the Premises to Landlord on or before the cancellation date in the notice and pay all rent due to the date of the fire or casualty. If the Lease is cancelled Landlord is not required to repair the Premises or Building. The cancellation does not release Tenant of liability in connection with the fire or casualty. This Section is intended to replace the terms of New York Real Property Law Section 227.

6th. The said Tenant agrees that the said Landlord and the Landlord's agents and other representatives shall have the right to enter into and upon said premises, or any part thereof, at all reasonable hours for the purpose of examining the same, or making such repairs or alterations therein as may be necessary for the safety and preservation thereof.

7th. The Tenant also agrees to permit the Landlord or the Landlord's agents to show the premises to persons wishing to hire or purchase the same; and the Tenant further agrees that on and after the sixth month, next preceding the expiration of the term hereby granted, the Landlord or the Landlord's agents shall have the right to place notices on the front of said premises, or any part thereof, offering the premises "To Let" or "For Sale", and the Tenant hereby agrees to permit the same to remain thereon without hindrance or molestation.

8th. That if the said premises, or any part thereof shall be deserted or become vacant during said term, or if any default be made in the payment of the said rent or any part thereof, or if any default be made in the performance of any of the covenants herein contained, the Landlord or representatives may re-enter the said premises by force, summary proceedings or otherwise, and remove all persons therefrom, without being liable to prosecution therefor, and the Tenant hereby expressly waives the service of any notice in writing of intention to re-enter, and the Tenant shall pay at the same time as the rent becomes payable under the terms hereof a sum equivalent to the rent reserved herein, and the Landlord may rent the premises on behalf of the Tenant, reserving the right to rent the premises for a longer period of time than fixed in the original lease without releasing the original Tenant from any liability, applying any moneys collected, first to the expense of resuming or obtaining possession, second to restoring the premises to a rentable condition, and then to the payment of the rent and all other charges due and to grow due to the Landlord, any surplus to be paid to the Tenant, who shall remain liable for any deficiency.

9th. Landlord may replace, at the expense of Tenant, any and all broken glass in and about the demised premises. Landlord may insure, and keep insured, all plate glass in the demised premises for and in the name of Landlord. Bills, for the premiums therefor shall be rendered by Landlord to Tenant at such times as Landlord may elect, and shall be due from, and payable by Tenant when rendered, and the amount thereon shall be deemed to be, and be paid as, additional rental. Damage and injury to the said premises, caused by the carelessness, negligence or improper conduct on the part of the said Tenant or the Tenant's agents or employees shall be repaired as speedily as possible by the Tenant at the Tenant's own cost and expense.

10th. That the Tenant shall neither encumber nor obstruct the sidewalk in front of, entrance to, or halls and stairs of said premises, nor allow the same to be obstructed or encumbered in any manner.

11th. The Tenant shall neither place, or cause or allow to be placed, any sign or signs of any kind whatsoever at, in or about the entrance to said premises or any other part of same, except in or at such place or places as may be indicated by the Landlord and consented to by the Landlord in writing. And in case the Landlord or the Landlord's representatives shall deem it necessary to remove any such sign or signs in order to paint the said premises or the building wherein same is situated or make any other repairs, alterations or improvements in or upon said premises or building or any part thereof, the Landlord shall have the right to do so, providing the same be removed and replaced at the Landlord's expense, whenever the said repairs, alterations or improvements shall be completed.

12th. That the Landlord is exempt from any and all liability for any damage or injury to person or property caused by or resulting from steam, electricity, gas, water, rain, ice or snow, or any leak or flow from or into any part of said building or from any damage or injury resulting or arising from any other cause or happening whatsoever unless said damage or injury be caused by or be due to the negligence of the Landlord.

13th. That if default be made in any of the covenants herein contained, then it shall be lawful for the said Landlord to re-enter the said premises, and the same to have again, re-possess and enjoy. The said Tenant hereby expressly waives the service of any notice in writing of intention to re-enter.

14th. That this instrument shall not be a lien against said premises in respect to any mortgages that are now on or that hereafter may be placed against said premises, and that the recording of such mortgage or mortgages shall have preference and precedence and be superior and prior in lien of this lease, irrespective of the date of recording and the Tenant agrees to execute without cost, any such instrument which may be deemed necessary or desirable to further effect the subordination of this lease to any such mortgage or mortgages, and a refusal to execute such instrument shall entitle the Landlord, or the Landlord's assigns and legal representatives to the option of cancelling this lease without incurring any expense or damage and the term hereby granted is expressly limited accordingly.

15th. The Tenant has this day deposited with the Landlord the sum of \$ _____ as security for the full and faithful performance by the Tenant of all the terms, covenants and conditions of this lease upon the Tenant's part to be performed, which said sum shall be returned to the Tenant after the time fixed as the expiration of the term herein, provided the Tenant has fully and faithfully carried out all of said terms, covenants and conditions on Tenant's part to be performed. In the event of a bona fide sale, subject to this lease, the Landlord shall have the right to transfer the security to the vendee for the benefit of the Tenant and the Landlord shall be considered released by the Tenant from all liability for the return of such security; and the Tenant agrees to look to the new Landlord solely for the return of the said security, and it is agreed that this shall apply to every transfer or assignment made of the security to a new Landlord.

16th. That the security deposited under this lease shall not be mortgaged, assigned or encumbered by the Tenant without the written consent of the Landlord.

17th. It is expressly understood and agreed that in case the demised premises shall be deserted or vacated, or if default be made in the payment of the rent or any part thereof as herein specified, or if, without the consent of the Landlord, the Tenant shall sell, assign, or mortgage this lease or if default be made in the performance of any of the covenants and agreements in this lease contained on the part of the Tenant to be kept and performed, or if the Tenant shall fail to comply with any of the statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and Local Governments or of any and all their Departments and Bureaus, applicable to said premises, or if the Tenant shall file or there be filed against Tenant a petition in bankruptcy or arrangement, or Tenant be adjudicated a bankrupt or make an assignment for the benefit of creditors or take advantage of any insolvency act, the Landlord may, if the Landlord so elects, at any time thereafter terminate this lease and the term hereof, on giving to the Tenant five days' notice in writing of the Landlord's intention so to do, and this lease and the term hereof shall expire and come to an end on the date fixed in such notice as if the said date were the date originally fixed in this lease for the expiration hereof. Such notice may be given by mail to the Tenant addressed to the demised premises.

18th. Tenant shall pay to Landlord the rent or charge, which may, during the demised term, be assessed or imposed for the water used or consumed in or on the said premises, whether determined by meter or otherwise, as soon as and when the same may be assessed or imposed, and will also pay the expenses for the setting of a water meter in the said premises should the latter be required. Tenant shall pay Tenant's proportionate part of the sewer rent or charge imposed upon the building. All such rents or charges or expenses shall be paid as additional rent and shall be added to the next month's rent thereafter to become due.

19th. That the Tenant will not nor will the Tenant permit undertenants or other persons to do anything in said premises, or bring anything into said premises, or permit anything to be brought into said premises or to be kept therein, which will in any way increase the rate of fire insurance on said demised premises, nor use the demised premises or any part thereof, nor suffer or permit their use for any business or purpose which would cause an increase in the rate of fire insurance on said building, and the Tenant agrees to pay on demand any such increase.

20th. The failure of the Landlord to insist upon a strict performance of any of the terms, conditions and covenants herein, shall not be deemed a waiver of any rights or remedies that the Landlord may have, and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained. This instrument may not be changed, modified, discharged or terminated orally.

21st. If the whole or any part of the demised premises shall be acquired or condemned by Eminent Domain for any public or quasi public use or purpose, then and in that event, the term of this lease shall cease and terminate from the date of title vesting in such proceeding and Tenant shall have no claim against Landlord for the value of any unexpired term of said lease. No part of any award shall belong to the Tenant.

22nd. If after default in payment of rent or violation of any other provision of this lease, or upon the expiration of this lease, the Tenant moves out or is dispossessed and fails to remove any trade fixtures or other property prior to such said default, removal, expiration of lease, or prior to the issuance of the final order or execution of the warrant, then and in that event, the said fixtures and property shall be deemed abandoned by the said Tenant and shall become the property of the Landlord.

23rd. In the event that the relation of the Landlord and Tenant may cease or terminate by reason of the re-entry of the Landlord under the terms and covenants contained in this lease or by the ejectment of the Tenant by summary proceedings or otherwise, or after the abandonment of the premises by the Tenant, it is hereby agreed that the Tenant shall remain liable and shall pay in monthly payments the rent which accrues subsequent to the re-entry by the Landlord, and the Tenant expressly agrees to pay as damages for the breach of the covenants herein contained, the difference between the rent reserved and the rent collected and received, if any, by the Landlord during the remainder of the unexpired term, such difference or deficiency between the rent herein reserved and the rent collected if any, shall become due and payable in monthly payments during the remainder of the unexpired term, as the amounts of such difference or deficiency shall from time to time be ascertained; and it is mutually agreed between Landlord and Tenant that the respective parties hereto shall and hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties against the other on any matters whatsoever arising out of or in any way connected with this lease, the Tenant's use or occupancy of said premises, and/or any claim of injury or damage.

24th. The Tenant waives all rights to redeem under any law of the State of New York.

25th. This lease and the obligation of Tenant to pay rent hereunder and perform all of the other covenants and agreements hereunder on part of Tenant to be performed shall in nowise be affected, impaired or excused because Landlord is unable to supply or is delayed in supplying any service expressly or impliedly to be supplied or is unable to make, or is delayed in making any repairs, additions, alterations or decorations or is unable to supply or is delayed in supplying any equipment or fixtures if Landlord is prevented or delayed from so doing by reason of governmental preemption in connection with a National Emergency or in connection with any rule, order or regulation of any department or subdivision thereof of any governmental agency or by reason of the condition of supply and demand which have been or are affected by war or other emergency.

26th. No diminution or abatement of rent, or other compensation, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the building or to its appliances, nor for any space taken to comply with any law, ordinance or order of a governmental authority. In respect to the various "services," if any, herein expressly or impliedly agreed to be furnished by the Landlord to the Tenant, it is agreed that there shall be no diminution or abatement of the rent, or any other compensation, for interruption or curtailment of such "service" when such interruption or curtailment shall be due to accident, alterations or repairs desirable or necessary to be made or to inability or difficulty in securing supplies or labor for the maintenance of such "service" or to some other cause, not gross negligence on the part of the Landlord. No such interruption or curtailment of any such "service" shall be deemed a constructive eviction. The Landlord shall not be required to furnish, and the Tenant shall not be entitled to receive, any of such "services" during any period wherein the Tenant shall be in default in respect to the payment of rent. Neither shall there be any abatement or diminution of rent because of making of repairs, improvements or decorations to the demised premises after the date above fixed for the commencement of the term, it being understood that rent shall, in any event, commence to run at such date so above fixed.

27th. Landlord shall not be liable for failure to give possession of the premises upon commencement date by reason of the fact that premises are not ready for occupancy or because a prior Tenant or any other person is wrongfully holding over or is in wrongful possession, or for any other reason. The rent shall not commence until possession is given or is available, but the term herein shall not be extended.

28th. Parking: Tenant shall be entitled to occupy three (3) parking spaces as assigned by the Department of General Services of the Town of Hempstead.

And the said Landlord doth covenant that the said Tenant on paying the said yearly rent, and performing the covenants aforesaid, shall and may peacefully and quietly have, hold and enjoy the said demised premises for the term aforesaid, provided however, that this covenant shall be conditioned upon the retention of title to the premises by the Landlord.

And it is mutually understood and agreed that the covenants and agreements contained in the within lease shall be binding upon the parties hereto and upon their respective successors, heirs, executors and administrators.

In Witness Whereof, the parties have interchangeably set their hands and seals (or caused these presents to be signed by their proper corporate officers and caused their proper corporate seal to be hereto affixed) this
day of ~~XX~~

Signed, sealed and delivered
in the presence of

TOWN OF HEMPSTEAD

By: _____ L. S.
Laura A. Gillen, Supervisor

TOWN OF HEMPSTEAD INDUSTRIAL DEVELOPMENT AGENCY

By: _____ L. S.
Frederick E. Parola, Executive Director

State of New York, }
County of } ss.:

On the _____ day of _____, 19XX, before me personally came

Laura A. Gillen

to me known and known to me to be the individual described in, and who executed, the foregoing instrument, and acknowledged to me that she executed the same.

State of New York, }
County of } ss.:

On the _____ day of _____, 19XX, before me personally came

Frederick E. Parola

to me known, who, being by me duly sworn, did depose and say that he resides at No. _____

that he is the _____ of _____

the corporation mentioned in, and which executed, the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of _____ of said corporation; and that he signed his name thereto by like order.

TOWN OF HEMPSTEAD

TO

TOWN OF HEMPSTEAD INDUSTRIAL
DEVELOPMENT AGENCY

LEASE

Dated, _____ 19

In Consideration of the letting of the premises within mentioned to the within named Tenant and the sum of \$1.00 paid to the undersigned by the within named Landlord, the undersigned do hereby covenant and agree, to and with the Landlord and the Landlord's legal representatives, that if default shall at any time be made by the said Tenant in the payment of the rent and the performance of the covenants contained in the within lease, on the Tenant's part to be paid and performed, that the undersigned will well and truly pay the said rent, or any arrears thereof, that may remain due unto the said Landlord, and also pay all damages that may arise in consequence of the non-performance of said covenants, or either of them, without requiring notice of any such default from the said Landlord. The undersigned hereby waives all right to trial by jury in any action or proceeding hereinafter instituted by the Landlord, to which the undersigned may be a party.

In Witness Whereof, the undersigned has set hand and seal this _____ day of _____, 19

WITNESS

..... L. S.

CASE NO.

RESOLUTION NO.

Adopted:

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

RESOLUTION AUTHORIZING PAYMENT OF
2019 LICENSE FEES TO BROADCAST MUSIC,
INC. (BMI) TO COMPLY WITH THE COPYRIGHT
LAWS FOR ALL DEPARTMENTS IN THE TOWN OF
HEMPSTEAD FOR MUSIC PLAYED TO THE
PUBLIC.

WHEREAS, on March 23, 2010, the Town of Hempstead adopted Resolution No. 366-2010 and entered into a license agreement with Broadcast Music, Inc. (BMI), a New York Corporation having an office at 10 Music Square East, Nashville, Tennessee 37203, to comply with federal copyright laws; and

WHEREAS, Resolution No. 366-2010 authorizes the Comptroller to pay the annual license fee to Broadcast Music, Inc. for each year this agreement remains in effect; and

WHEREAS, Broadcast Music, Inc. (BMI) has submitted the 2019 annual license fee to the Town in the amount of \$6,227.10;

NOW, THEREFORE, BE IT

RESOLVED, that the Comptroller be and he hereby is authorized to pay the 2019 annual license fee to Broadcast Music, Inc. (BMI), in the amount of \$6,227.10 payable from General Fund Fees and Services 010-012-9000-4151.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

35

Case #

27265

CASE NO.

RESOLUTION NO.

Adopted:

[offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING AN INCREASE IN THE CAPITAL OUTLAY ACCOUNT IN THE TOWN OF HEMPSTEAD PARK DISTRICT AND TO ESTABLISH THE STATE AID CULTURE/RECREATION REVENUE ACCOUNT IN THE TOWN OF HEMPSTEAD PARK DISTRICT

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

410-007-0410 - TOWN OF HEMPSTEAD PARK DISTRICT

INCREASE: 3010 Capital Outlay Account \$298,750.00

ESTABLISH: 3889 State Aid Culture/Recreation Account \$298,750.00

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

36

Case #

6305

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution

and moved its adoption:

**RESOLUTION ACCEPTING BID AND AWARDING
THE CONTRACT FOR THE SPRAY PAD AT VETERANS MEMORIAL
PARK, EAST MEADOW, NY, PW #37-18**

WHEREAS, the Commissioner of General Services, on behalf of the Department of Parks and Recreation, advertised for bids for the Spray Pad at Veterans Memorial Park, East Meadow, NY, PW #37-18; and

WHEREAS, the bids submitted pursuant to such advertisement were opened and read in the office of the Commissioner of General Services on January 25, 2019 at 11 o'clock in the forenoon; and

WHEREAS, the following bids were received and referred to the Commissioner of the Department of Parks and Recreation for examination and report; and

WHEREAS, the Commissioner of the Department of Parks and Recreation has reported that the following four bids were received and that among them the lowest bid was received from A.I.I. Allen Industries, Inc. 510 Broadway, Amityville, NY 11701, in the sum of \$366,700.00.

<u>Contractors</u>	<u>Total Bid</u>
A.I.I. Allen Industries, Inc. 510 Broadway Amityville, NY 11701	\$366,700.00
Stasi Brothers Asphalt 435 Maple Ave. Westbury, NY 11590	\$489,900.00
Norberto Construction 227 Commack Road Commack, NY 11725	\$546,832.00
Woodstock Construction 41 Ludlam Ave. Bayville, NY 11709	\$632,625.00

and

WHEREAS, the Commissioner of the Department of Parks and Recreation has informed this Town Board that: (i) each of the above referenced bids, including that of A.I.I. Allen Industries, Inc., were higher than the original independent Engineer's estimate of \$300,000.00 for this particular park project; (ii) the Town had reserved the right, in its sole discretion, to reduce the scope and quantities of work for this project; and (iii) accordingly, in order to stay within project budget guidelines, the Commissioner has recommended accepting the bid from A.I.I. Allen Industries, Inc., on a reduced scope basis in the amount of \$294,060.00, as committed to by A.I.I. Allen Industries, Inc. in its letter dated March 14, 2014, a copy of which is attached hereto.

Item #

37

Case #

16905

NOW, THEREFORE, BE IT

RESOLVED, that the bid of A.I.I. Allen Industries, Inc. in connection with the Spray Pad at Veterans Memorial Park, East Meadow, NY in the amount of \$294,060.00 be accepted subject to the execution of a contract by it; and

BE IT FURTHER

RESOLVED, that upon execution of the contract by the successful bidder and the submission of the required performance bond and insurance and the approval thereof by the Town Attorney, the Commissioner of the Department of Parks and Recreation be and hereby is authorized to execute the said contract on behalf of the Town of Hempstead; and

BE IT FURTHER

RESOLVED, that the bidder's performance bond and insurance when approved by the Town Attorney as to form, be filed in the Town Clerk's office with the contract; and

BE IT FURTHER

RESOLVED, that the Town Comptroller be and hereby is authorized to make payments under the contract executed by the successful bidder from TOH account number 410-007-0410-3010.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE AWARD OF A BID TO LOUIS BARBATO LANDSCAPING, INC. FOR GRASS CUTTING AT VARIOUS AREAS THROUGHOUT THE TOWN.

WHEREAS, the Director of Purchasing (the "Director"), on behalf of the Department of Highways, solicited bids for grass cutting at various areas throughout the Town (the "Services"); and

WHEREAS, the bids submitted pursuant to such solicitation were opened and read in the office of the Director on March 27th, 2019; and

WHEREAS, the bids were referred to the Commissioner of Highways (the "Commissioner") for examination and report as follows:

<u>Contractor</u>	<u>Bid Price of One Cut</u>
Louis Barbato Landscaping, Inc. 1600 Railroad Avenue Holbrook, NY 11741	\$22,222.20
Dom's Lawnmaker Inc. 101 Harbor Road Port Washington, NY 11050	\$73,436.76

WHEREAS, the Commissioner reported that the lowest bid was received from Louis Barbato Landscaping, Inc. (the "Contractor") in the sum of \$22,222.20 and it appears that said bidder is duly qualified and recommends acceptance to the Town Board; and

WHEREAS, consistent with the recommendation of the Commissioner, the Town Board desires to authorize the award of the contract for the Services to the Contractor, as the lowest responsible bidder at its bid price of \$22,222.20.

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board hereby awards the contract for the Services to Louis Barbato Landscaping, Inc., as the lowest responsible bidder at its bid price of \$22,222.20 and be it further

RESOLVED, that the Commissioner is hereby authorized to execute the contract documents, if any, and the Comptroller is hereby authorized and directed to make payments to the Contractor pursuant to the Contract Proposal, in an amount not to exceed \$325,000.00 from Highway Account Number 041-003-5110-4680.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 38

Case # 16905

CASE NO.

RESOLUTION NO.

Adopted:

[offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING AN INCREASE IN THE CAPITAL OUTLAY ACCOUNT, ADDING THE NEW STATE AID REVENUE ACCOUNT, AND APPROPRIATING FROM FUND BALANCE IN THE FRANKLIN SQUARE PARK DISTRICT.

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

404-007-0404 - FRANKLIN SQUARE PARK DISTRICT

INCREASE: 3010 Capital Outlay Account \$116,000.00

ADDITION: 3889 State Aid- Other Culture & Recreation Account \$100,000.00

DECREASE: 404-5990 Appropriated Fund Balance \$ 16,000.00

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

39

Case #

6305

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION ACCEPTING CONTRACT FOR ARCHIVAL MICROFILMING IN THE OFFICE OF THE TOWN CLERK, TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK FOR THE PERIOD OF ONE (1) YEAR UPON AWARD (CONTRACT 19-2019)

WHEREAS, the Director of Purchasing advertised for bids for the processing of archival microfilm from the Office of the Town Clerk, Town of Hempstead, Nassau County, New York; and

WHEREAS, the bids submitted pursuant to such advertisement were opened and read in the office of the Director of Purchasing on Wednesday, January 16, 2019; and

WHEREAS, the following bids were received and referred to the Office of the Town Clerk for examination and report:

Imaging & Microfilming Access, Inc.
150 Knickerbocker Avenue, Suite E
Bohemia, New York 11716

Table with 2 columns: Service, Price. Processing per roll \$22.50, Diazo Duplication per roll \$22.50, Silver Duplication per roll \$58.50

Alternative Micrographics, Inc.
704 Challenger Way - Lacey Industrial Park
Forked River, NJ 08731

Table with 2 columns: Service, Price. Processing per roll \$18.85, Diazo Duplication per roll \$15.75, Silver Duplication per roll \$46.35

WHEREAS, the Town Clerk recommends that the contract be awarded to the low bidder, Alternative Micrographics, Inc., 704 Challenger Way - Lacey Industrial Park, Forked River, NJ 08731

NOW, THEREFORE, BE IT

RESOLVED, that Contract No. 19-2019 be awarded to, Alternative Micrographics, Inc. 704 Challenger Way - Lacey Industrial Park, Forked River, NJ 08731 for the processing of archival microfilm for the period beginning one (1) year upon award with provisions for this contract to be extended for a period of one (1) year, up to a maximum of two (2) additional one (1) year extensions; and

BE IT FURTHER RESOLVED, that the Town Clerk is authorized to make payments for the above from the Town Clerk Fees and Services Account Number 010-001-1410-4151.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 40
Case # 6071

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING
PAYMENT OF CLAIM SUBMITTED BY
SEERY SYSTEMS GROUP, INC. FOR
SCANNING SERVICES RENDERED**

WHEREAS, Seery Systems Group, Inc. ("Seery") had instituted litigation against the Town for certain scanning services; and,

WHEREAS, the parties had agreed to resolve the litigation by discontinuing the litigation and submitting the matter to binding Arbitration; and,

WHEREAS, after an Arbitration was held, the Arbitrator found that the Town owes Seery the sum of \$194,339.46 for certain scanning services; and,

WHEREAS, it is in the best interest of the Town to resolve this Claim, dated February 7, 2019, by making payment as soon as possible to avoid any claims of post-judgment interest or addition costs,

NOW THEREFORE

BE IT RESOLVED that this Board approves and authorizes payment of the Claim, dated February 7, 2019, submitted by Seery Systems Group, Inc.; and

BE IT FURTHER RESOLVED, that this Board directs that this Claim be paid forthwith and be paid out of General Fund Account No. 010-012-9000-4151.

The foregoing Resolution was duly adopted upon roll call as follows:

Ayes:

Nays:

Item # 41

Case # 10889

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 RICHARD SANTER IN THE AMOUNT OF
\$49,000.00.

WHEREAS, Richard Santer, by his attorney, Law Office of
Harry C. Demiris, Jr., P.C. with offices in Westbury, New York,
made a claim against the Town of Hempstead for personal injuries
sustained when he fell in Town of Hempstead Parking Field L-16 in
Levittown, New York on April 13, 2014; 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 Richard Santer to recover for personal injuries he
sustained as a result of said accident; and

WHEREAS, after jury selection and prior to trial at a court
conference before Justice Antonio Brandveen, a proposal was made
between Law Offices of Harry C. Demiris, Jr., P.C., attorneys for
Richard Santer, and the Town of Hempstead trial counsel to settle
the personal injury claim of Richard Santer in the amount of
\$49,000.00; and

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the Office of the Town Attorney is
authorized to settle the personal injury claim of Richard Santer
in the amount of \$49,000.00 regarding an accident occurring on
April 13, 2014, said amount to be paid out of the General Fund
Tort Liability Account.

The foregoing resolution was adopted upon roll call
as follows:

AYES:

NOES:

Item #

43

Case #

10889

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution
and moved its adoption as follows:

RESOLUTION AUTHORIZING SETTLEMENT OF THE
CASE OF THOMAS A. WILLIAMS, ESQ, ATTORNEY
AGAINST LAURA A. GILLEN, SUPERVISOR OF THE
TOWN OF HEMPSTEAD

WHEREAS, Thomas A. Williams, Esq. brought a case
against the Supervisor in Nassau County Supreme Court on
February 6, 2019, Index no. 146-19, seeking judgment
confirming an arbitration award and related relief; and

WHEREAS, after due inquiry and consideration, the
Town Attorney recommends that it is in the public interest
for the Town of Hempstead to settle the said action with
prejudice in the amount of \$5,002.75:

NOW, THEREFORE, BE IT

RESOLVED, the case brought by Thomas A. Williams,
Esq. against the Supervisor in Nassau County Supreme Court
on February 6, 2019, Index no. 146-19, seeking judgment
confirming an arbitration award and related relief, be
settled with prejudice by payment of the sum of \$5,002.75
to Mr. Williams by the Town of Hempstead; and be it
further:

RESOLVED, that the Town Comptroller pay such sum to
Mr. Williams, to be drawn from account no. 010-001-1910-
4077, upon submission of all appropriate documentation
required for that purpose.

The foregoing resolution was adopted upon roll call
as follows:

AYES:

NOES:

Item #

244

Case #

10889

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION WAIVING ALL BUILDING DEPARTMENT FEES ASSOCIATED WITH REQUESTS FOR PRELIMINARY DAMAGE ASSESSMENTS, SUBSTANTIAL DAMAGE LETTERS AND/OR RELATED DOCUMENTS FOR ANY PROPERTY OR DWELLING DAMAGED OR DESTROYED BY THE EFFECTS OF HURRICANE SANDY.

WHEREAS, many Town of Hempstead (the "Town") residents who were impacted by Hurricane Sandy in 2012 are still dealing with lingering recovery issues; and

WHEREAS, the Town has heretofore authorized a waiver of Building Department and Board of Appeals application and permit fees in relation to applications for repair or replacement of dwellings that were damaged or destroyed by the effects of Hurricane Sandy; and

WHEREAS, in the aftermath of Hurricane Sandy, in order to comply with Federal Emergency Management Agency (FEMA) rules, the Building Department issued Preliminary Damage Assessments (PDAs) for properties that were damaged as a result of the storm; and

WHEREAS, the Preliminary Damage Assessments, and Substantial Damage Assessments (to the extent such assessment has been issued), are on file in the Building Department; and

WHEREAS, until recently, many residents were unaware of the existence of the Preliminary Damage Assessments and/or Substantial Damage Assessments which may pertain to their property; and

WHEREAS, pursuant to Section 86-11 of the Code of the Town of Hempstead (the "Town Code"), the Building Department is authorized to charge certain fees prior to releasing documents from Building Department files (the "Fees"); and

WHEREAS, it is in the public interest for the Town to waive any Fees associated with accessing Preliminary Damage Assessments, Substantial Damage Assessment letters and/or related documents for any property or dwelling damaged or destroyed by the effects of Hurricane Sandy; and

WHEREAS, the Town Board wishes to waive the Fees.

Item #

45

Case #

25252

NOW, THEREFORE, BE IT

RESOLVED that the Town Board hereby authorizes a waiver of the Fees associated with residents, occupants or property owners accessing Preliminary Damage Assessments, Substantial Damage Assessment letters and/or related documents, from their Building Department file, if such property or dwelling was damaged or destroyed by the effects of Hurricane Sandy; and be it further

RESOLVED that the Commissioner of the Building Department is authorized and directed to take such action as may be necessary to effectuate the foregoing.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

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

Item # 46

Page # 7

CASE NO. 30090

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. 17-2019, 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 April 16, 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. 17-2019, 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# 47
Case# 30090

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 16th day of April, 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:

HEWLETT
Section 202-16 RAILROAD AVENUE (TH 59/19) East Side -
90 MINUTE PARKING - starting from a
point 72 feet north of the south
termination north for a distance of
368 feet.

OCEANSIDE
Section 202-13 APKING STREET (TH 78/19) West Side -
THREE HOUR PARKING 8 AM TO 8 PM EXCEPT
SUNDAYS AND HOLIDAYS - starting at a
point 62 feet north of the north
curbline of Woods Avenue northeast to
its termination.

FIRST STREET (TH 82/19) West Side - NO
PARKING 8 AM TO 10 AM & 3 PM TO 4PM
EXCEPT SATURDAYS, SUNDAYS, AND HOLIDAYS
- starting at a point 234 feet north of
the north curbline of Mott Street north
for a distance of 37 feet.

WEST HEMPSTEAD
Section 202-20 MAPLEWOOD STREET (TH 71/19) East Side -
30 MINUTE PARKING 7 AM TO 5 PM EXCEPT
SUNDAYS AND HOLIDAYS - starting at a
point 30 feet north of the north
curbline of Hempstead Avenue then north
for a distance of 139 feet.

MAPLEWOOD STREET (TH 71/19) East Side -
FOUR HOUR PARKING 8 AM TO 4 PM EXCEPT
SUNDAYS - starting at a point 169 feet
north of the north curbline of
Hempstead Avenue then north for a
distance of 48 feet.

MAPLEWOOD STREET (TH 71/19) East Side -
30 MINUTE PARKING 7 AM TO 5 PM EXCEPT
SUNDAYS AND HOLIDAYS - starting at a
point 19 feet south of the south
curbline of Willets Avenue then south
for a distance of 48 feet.

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

BALDWIN Section 202-5	MERRICK ROAD - North Side - NO PARKING OR STANDING SUNDAYS - starting at a point 175 feet west of the west curblane of Harrison Avenue west for a distance of 113 feet. (Amended 8/10/54)
OCEANSIDE Section 202-13	APKING STREET (TH 365/81) West Side - ONE HOUR PARKING 8 AM TO 8 PM EXCEPT SUNDAYS AND HOLIDAYS - starting at a point 62 feet north of the north curblane of Woods Avenue northeast to its termination. (Adopted 1/26/82)
WEST HEMPSTEAD Section 202-20	BROAD STREET (TH 93/11) East Side - ONE HOUR PARKING 9 AM TO 9 PM EXCEPT SUNDAYS - starting at a point 224 feet south of the south curblane of Hempstead Turnpike south for a distance of 108 feet. (Adopted 6/14/11)
	BROAD STREET (TH 93/11) East Side - ONE HOUR PARKING 9 AM TO 9 PM EXCEPT SUNDAYS AND HOLIDAYS - starting at a point 408 feet south of the south curblane of Hempstead Turnpike south for a distance of 115 feet. (Adopted 6/14/11)
	BROAD STREET (TH 93/11) West Side - ONE HOUR PARKING 9 AM TO 9 PM EXCEPT SUNDAYS AND HOLIDAYS - starting at a point 144 feet south of the south curblane of Hempstead Turnpike south for a distance of 114 feet. (Adopted 6/14/11)
	BROAD STREET (TH 93/11) West Side - ONE HOUR PARKING 9 AM TO 9 PM EXCEPT SUNDAYS AND HOLIDAYS - starting at a point 431 feet south of the south curblane of Hempstead Turnpike south for a distance of 100 feet. (Adopted 6/14/11)
	MAPLEWOOD STREET (TH 492/92) East Side - 30 MINUTE PARKING 7 AM TO 5 PM EXCEPT SUNDAYS AND HOLIDAYS - starting at a point 30 feet north of the north curblane of Hempstead Avenue north to the south curblane of Willets Avenue. (Adopted 6/29/93)

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

Dated: April 2, 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 six of two thousand nineteen is hereby amended by including therein "REGULATIONS AND RESTRICTIONS" to limit parking at the following locations:

HEWLETT
Section 202-16

RAILROAD AVENUE (TH 59/19) East Side – 90 MINUTE PARKING – starting from a point 72 feet north of the south termination north for a distance of 368 feet.

OCEANSIDE
Section 202-13

APKING STREET (TH 78/19) West Side – THREE HOUR PARKING 8 AM TO 8 PM EXCEPT SUNDAYS AND HOLIDAYS – starting at a point 62 feet north of the north curblineline of Woods Avenue northeast to its termination.

FIRST STREET (TH 82/19) West Side – NO PARKING 8 AM TO 10 AM & 3 PM TO 4PM EXCEPT SATURDAYS, SUNDAYS, AND HOLIDAYS – starting at a point 234 feet north of the north curblineline of Mott Street north for a distance of 37 feet.

WEST HEMPSTEAD
Section 202-20

MAPLEWOOD STREET (TH 71/19) East Side – 30 MINUTE PARKING 7 AM TO 5 PM EXCEPT SUNDAYS AND HOLIDAYS – starting at a point 30 feet north of the north curblineline of Hempstead Avenue then north for a distance of 139 feet.

MAPLEWOOD STREET (TH 71/19) East Side – FOUR HOUR PARKING 8 AM TO 4 PM EXCEPT SUNDAYS – starting at a point 169 feet north of the north curblineline of Hempstead Avenue then north for a distance of 48 feet.

MAPLEWOOD STREET (TH 71/19) East Side – 30 MINUTE PARKING 7 AM TO 5 PM EXCEPT SUNDAYS AND HOLIDAYS – starting at a point 19 feet south of the south curblineline of Willets Avenue then south for a distance of 48 feet.

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

BALDWIN
Section 202-5

MERRICK ROAD – North Side – NO PARKING OR STANDING SUNDAYS – starting at a point 175 feet west of the west curblineline of Harrison Avenue west for a distance of 113 feet. (Amended 8/10/54)

OCEANSIDE
Section 202-13

APKING STREET (TH 365/81) West Side – ONE HOUR PARKING 8 AM TO 8 PM EXCEPT SUNDAYS AND HOLIDAYS – starting at a point 62 feet north of the north curblineline of Woods Avenue northeast to its termination. (Adopted 1/26/82)

WEST HEMPSTEAD
Section 202-20

BROAD STREET (TH 93/11) East Side – ONE HOUR PARKING 9 AM TO 9 PM EXCEPT SUNDAYS – starting at a point 224 feet south of the south curblineline of Hempstead Turnpike south for a distance of 108 feet. (Adopted 6/14/11)

BROAD STREET (TH 93/11) East Side – ONE HOUR PARKING 9 AM TO 9 PM EXCEPT SUNDAYS AND HOLIDAYS – starting at a point 408 feet south of the south curbline of Hempstead Turnpike south for a distance of 115 feet. (Adopted 6/14/11)

BROAD STREET (TH 93/11) West Side – ONE HOUR PARKING 9 AM TO 9 PM EXCEPT SUNDAYS AND HOLIDAYS – starting at a point 144 feet south of the south curbline of Hempstead Turnpike south for a distance of 114 feet. (Adopted 6/14/11)

BROAD STREET (TH 93/11) West Side – ONE HOUR PARKING 9 AM TO 9 PM EXCEPT SUNDAYS AND HOLIDAYS – starting at a point 431 feet south of the south curbline of Hempstead Turnpike south for a distance of 100 feet. (Adopted 6/14/11)

MAPLEWOOD STREET (TH 492/92) East Side – 30 MINUTE PARKING 7 AM TO 5 PM EXCEPT SUNDAYS AND HOLIDAYS – starting at a point 30 feet north of the north curbline of Hempstead Avenue north to the south curbline of Willets Avenue. (Adopted 6/29/93)

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

CASE NO. 30091

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

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

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

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

WHEREAS, has introduced a proposed local law known as Intro. No. 18-2019, Print No. 1 to amend the said Section 202-1 of the Code of the Town of Hempstead to include and repeal "PARKING OR STANDING PROHIBITIONS" at various locations; NOW, THEREFORE, BE IT

RESOLVED, that a public hearing be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York on April 16, 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. 18-2019, Print No. 1, to amend Section 202-1 of the Code of the Town of Hempstead to include and repeal "PARKING OR STANDING PROHIBITIONS" at various locations; and, BE IT FURTHER

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 4/8
Case # 30091

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 16th day of April, 2019, at 10:30 o'clock in the forenoon of that day to consider the enactment of a local law to amend Section 202-1 of the code of the Town of Hempstead to INCLUDE and REPEAL "PARKING OR STANDING PROHIBITIONS" at the following locations:

- (NR) BELLEROSE TERRACE 240th STREET (TH 523/18) West Side - NO STOPPING HERE TO CORNER - starting at the south curbline of Ontario Road south for a distance of 18 feet.

- INWOOD ROOSEVELT AVENUE (TH 24/19) West Side - NO PARKING ANYTIME - starting at the north curbline of Mott Avenue north to the south curbline of Rhinehart Place.

- LEVITTOWN SHELTER LANE (TH 62/19) East Side - NO STOPPING HERE TO CORNER - starting at the south curbline of Library Lane south for a distance of 31 feet.

- OCEANSIDE 2ND STREET (TH 77/19) East Side - NO STOPPING HERE TO CORNER - from the north curbline of Mott Street north for a distance of 30 feet.

- 2ND STREET (TH 77/19) West Side - NO STOPPING HERE TO CORNER - from the north curbline of Mott Street north for a distance of 30 feet.

- OCEAN AVENUE (TH 88/19) West Side - NO STOPPING HERE TO CORNER - from the south curbline of Waukena Avenue south for a distance of 40 feet.

- SKILLMAN AVENUE (TH 63/19) East Side - NO STOPPING HERE TO CORNER - from the south curbline of Nantucket Lane south for a distance of 30 feet.

WEST HEMPSTEAD

BROAD STREET (TH 67/19) East Side - NO STOPPING ANYTIME - starting at the north curblineline of Hempstead Avenue then north to the south curblineline of Hempstead Turnpike.

BROAD STREET (67/19) West Side - NO STOPPING ANYTIME - starting at the north curblineline of Hempstead Avenue then north to the south curblineline of Hempstead Turnpike.

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

(NR) BELLEROSE
TERRACE

240th STREET (TH 523/18) West Side - NO STOPPING HERE TO CORNER - starting at the south curblineline of Ontario Road south for a distance of 45 feet.
(Adopted 1/22/19)

HEWLETT

RAILROAD AVENUE (TH 427/73) East Side - NO PARKING ANYTIME - starting from a point 72 feet north of the south termination north for a distance of 368 feet. (Adopted 3/5/74)

INWOOD

ROOSEVELT AVENUE (TH 24/19) West Side - NO STOPPING HERE TO CORNER - from the north curblineline of Mott Avenue north for a distance of 30 feet.
(Adopted 3/12/19)

OCEANSIDE

OCEAN HARBOR DRIVE (TH 533/18) South Side - NO PARKING ANYTIME - starting at a point opposite the north curblineline of Shore Road west then going south for a distance of 180 feet. (Adopted 1/22/19)

WEST HEMPSTEAD

BROAD STREET (TH 93/11) East Side - NO STOPPING ANYTIME - starting at the south curblineline of Hempstead Turnpike south for a distance of 224 feet.
(Adopted 6/14/11)

BROAD STREET (TH 93/11) East Side - NO STOPPING ANYTIME - starting at a point 332 feet south of the south curblineline of Hempstead Turnpike south for a distance of 76 feet. (Adopted 6/14/11)

BROAD STREET (TH 93/11) East Side - NO STOPPING ANYTIME - starting at a point 523 feet south of the south curblineline of Hempstead Turnpike south for a distance of 117 feet. (Adopted 6/14/11)

BROAD STREET (TH 93/11) West Side - NO STOPPING ANYTIME - starting at the south curblineline of Hempstead Turnpike south for a distance of 144 feet. (Adopted 6/14/11)

BROAD STREET (TH 93/11) West Side - NO PARKING ANYTIME - starting at a point 258 feet south of the south curblineline of Hempstead Turnpike south for a distance of 173 feet. (Adopted 6/14/11)

BROAD STREET (TH 93/11) West Side - NO STOPPING ANYTIME - starting at a point 531 feet south of the south curblineline of Hempstead Turnpike south to the north curblineline of Hempstead Avenue. (Adopted 6/14/11)

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

Dated: April 2, 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 and repeal "PARKING OR STANDING PROHIBITIONS" at various locations.

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

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

(NR) BELLEROSE TERRACE 240th STREET (TH 523/18) West Side – NO STOPPING HERE TO CORNER – starting at the south curblin of Ontario Road south for a distance of 18 feet.

INWOOD ROOSEVELT AVENUE (TH 24/19) West Side – NO PARKING ANYTIME – starting at the north curblin of Mott Avenue north to the south curblin of Rhinehart Place.

LEVITTOWN SHELTER LANE (TH 62/19) East Side – NO STOPPING HERE TO CORNER – starting at the south curblin of Library Lane south for a distance of 31 feet.

OCEANSIDE 2ND STREET (TH 77/19) East Side – NO STOPPING HERE TO CORNER – from the north curblin of Mott Street north for a distance of 30 feet.

2ND STREET (TH 77/19) West Side – NO STOPPING HERE TO CORNER – from the north curblin of Mott Street north for a distance of 30 feet.

OCEAN AVENUE (TH 88/19) West Side – NO STOPPING HERE TO CORNER – from the south curblin of Waukena Avenue south for a distance of 40 feet.

SKILLMAN AVENUE (TH 63/19) East Side – NO STOPPING HERE TO CORNER – from the south curblin of Nantucket Lane south for a distance of 30 feet.

WEST HEMPSTEAD BROAD STREET (TH 67/19) East Side – NO STOPPING ANYTIME – starting at the north curblin of Hempstead Avenue then north to the south curblin of Hempstead Turnpike.

BROAD STREET (67/19) West Side – NO STOPPING ANYTIME – starting at the north curblin of Hempstead Avenue then north to the south curblin of Hempstead Turnpike.

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

(NR) BELLEROSE TERRACE 240th STREET (TH 523/18) West Side – NO STOPPING HERE TO CORNER – starting at the south curblin of Ontario Road south for a distance of 45 feet. (Adopted 1/22/19)

HEWLETT RAILROAD AVENUE (TH 427/73) East Side – NO PARKING ANYTIME – starting from a point 72 feet north of the south termination north for a distance of 368 feet. (Adopted 3/5/74)

INWOOD

ROOSEVELT AVENUE (TH 24/19) West Side – NO STOPPING HERE TO CORNER – from the north curbline of Mott Avenue north for a distance of 30 feet. (Adopted 3/12/19)

OCEANSIDE

OCEAN HARBOR DRIVE (TH 533/18) South Side – NO PARKING ANYTIME – starting at a point opposite the north curbline of Shore Road west then going south for a distance of 180 feet. (Adopted 1/22/19)

WEST HEMPSTEAD

BROAD STREET (TH 93/11) East Side – NO STOPPING ANYTIME – starting at the south curbline of Hempstead Turnpike south for a distance of 224 feet. (Adopted 6/14/11)

BROAD STREET (TH 93/11) East Side – NO STOPPING ANYTIME – starting at a point 332 feet south of the south curbline of Hempstead Turnpike south for a distance of 76 feet. (Adopted 6/14/11)

BROAD STREET (TH 93/11) East Side – NO STOPPING ANYTIME – starting at a point 523 feet south of the south curbline of Hempstead Turnpike south for a distance of 117 feet. (Adopted 6/14/11)

BROAD STREET (TH 93/11) West Side – NO STOPPING ANYTIME – starting at the south curbline of Hempstead Turnpike south for a distance of 144 feet. (Adopted 6/14/11)

BROAD STREET (TH 93/11) West Side – NO PARKING ANYTIME – starting at a point 258 feet south of the south curbline of Hempstead Turnpike south for a distance of 173 feet. (Adopted 6/14/11)

BROAD STREET (TH 93/11) West Side – NO STOPPING ANYTIME – starting at a point 531 feet south of the south curbline of Hempstead Turnpike south to the north curbline of Hempstead Avenue. (Adopted 6/14/11)

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

CASE NO. 30092

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. 19-2019, 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 April 16, 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. 19-2019, 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# 49
Case# 30092

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 16th day of April, 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:

FRANKLIN SQUARE RUTGERS ROAD (TH 65/19) STOP - all traffic traveling southbound on Commonwealth Street shall come to a full stop.

WEST HEMPSTEAD SOUTH CHERRY VALLEY AVENUE (TH 72/19) STOP - all traffic traveling eastbound on Herbert Street shall come to a full stop.

SOUTH CHERRY VALLEY AVENUE (TH 72/19) STOP - all traffic traveling westbound on Herbert Street shall come to a full stop.

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

EAST MEADOW POST STREET (TH 54/17) STOP - all traffic traveling northbound on McArthur Street shall come to a full stop. (Adopted 4/4/17)

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

Dated: April 2, 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 eight of two thousand nineteen is hereby amended by including therein "ARTERIAL STOPS" at the following locations:

FRANKLIN SQUARE

RUTGERS ROAD (TH 65/19) STOP – all traffic traveling southbound on Commonwealth Street shall come to a full stop.

WEST HEMPSTEAD

SOUTH CHERRY VALLEY AVENUE (TH 72/19) STOP – all traffic traveling eastbound on Herbert Street shall come to a full stop.

SOUTH CHERRY VALLEY AVENUE (TH 72/19) STOP – all traffic traveling westbound on Herbert Street 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 eight of two thousand nineteen is hereby amended by repealing therein "ARTERIAL STOPS" at the following locations:

EAST MEADOW

POST STREET (TH 54/17) STOP – all traffic traveling northbound on McArthur Street shall come to a full stop. (Adopted 4/4/17)

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

CASE NO. 30093

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION CALLING A PUBLIC HEARING ON A PROPOSED LOCAL LAW TO AMEND SECTION 197-2 OF THE CODE OF THE TOWN OF HEMPSTEAD TO INCLUDE "U-TURNS PROHIBITED" 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 197-2 of the Code of the Town of Hempstead entitled "U-TURNS PROHIBITED" at various locations; and

WHEREAS, has introduced a proposed local law known as Intro. No. 20-2019, Print No. 1 to amend the said Section 197-2 of the Code of the Town of Hempstead to include "U-TURNS PROHIBITED" 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 April 16, 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. 20-2019, Print No. 1, to amend Section 197-2 of the Code of the Town of Hempstead to include "U-TURNS PROHIBITED" 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 # 50
Case # 30093

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 16th day of April, 2019, at 10:30 o'clock in the forenoon of that day to consider the enactment of a local law to amend Section 197-2 of the code of the Town of Hempstead to INCLUDE "U-TURNS PROHIBITED" at the following locations:

WANTAGH LUFBERRY AVENUE (TH 73/19) NO U-TURN -
 between Express Way and Gaston Street -
 all traffic traveling on Lufberry Avenue
 between Express Way and Gaston Street
 shall be prohibited from executing U-Turn
 maneuvers.

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

Dated: April 2, 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 two of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine, to include "U-TURNS PROHIBITED" 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 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 thirty one of two thousand eighteen is hereby amended by including therein "U-TURNS PROHIBITED" at the following locations:

WANTAGH

LUFBERRY AVENUE (TH 73/19) NO U-TURN – between Express Way and Gaston Street – all traffic traveling on Lufberry Avenue between Express Way and Gaston Street shall be prohibited from executing U-Turn maneuvers.

Section 2. 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 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

Item # 51

Case # 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 16th day of April, 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.
- §38-6. Recusal.
- §38-7. Prohibition Inapplicable; Recusal and Disclosure Not Required.
- §38-8. Investments in Conflict with Official Duties.
- §38-9. Secondary Employment in Conflict with Official Duties.
- §38-10. Future Employment.
- §38-11. Independent Contractors.
- §38-12. Personal Representations and Claims Permitted.
- §38-13. Use of Town Resources.
- §38-14. Nepotism.

- §38-15. Political Solicitations.
- §38-16. Use of Town Position to Infringe or Punish Free Speech.
- §38-17. Confidential Information.
- §38-18. Gifts, Tips and other Benefits.
- §38-19. Inducement of Others.
- §38-20. Criminal Convictions.

Article III – Disclosure

- §38-21. Particular Matter Disclosure.
- §38-22. Disclosure of Interests in Town Contracts.
- §38-23. Applicant Disclosure in Land Use Applications.
- §38-24. Annual Financial Disclosure.

Article IV – Board of Ethics.

- §38-25. Board of Ethics
- §38-26. Powers and Duties of the Board of Ethics.

Article V - Miscellaneous

- §38-27. Existing Rights and Remedies.
- §38-28. 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, niece, nephew, aunt, uncle or first cousin 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 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:
 - (1) On behalf of the State or a political subdivision or instrumentality thereof;
 - (2) Uncompensated transitional consultation regarding the duties of his or her former Town office or position;
 - (3) 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;
 - (4) For a social or other purpose not involving the official business or affairs of the Town; or
 - (5) For the purpose of uncompensated advocacy on behalf of a person or entity not specified in Section 38-4 of this Chapter.
- (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 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) Without limitation of the foregoing, no Town officer or employee shall use town resources for the following purposes:
 - (1) The sale or purchase of tickets to political events;
 - (2) The solicitation of membership or participation in a political party, committee or club;
 - (3) The solicitation of a contribution to an election campaign, political party, committee or club, or a political action committee; or
 - (4) The production or distribution of campaign materials or literature.
- (d) 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. Use of Town Position to Infringe or Punish Free Speech.

No Town officer or employee shall use his or her Town position or official powers and duties to abridge the exercise of constitutionally protected speech, nor to retaliate for the exercise of constitutionally protected speech by a subordinate Town officer or employee, a Town independent contractor, or the officers, employees or agents of a Town independent contractor.

§ 38-17. 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.

§ 38-18. 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.

(9) Contributions made in accordance with federal or state election law.

§ 38-19. 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.

§ 38-20. 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 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 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 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

§ 38-21. 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.

§ 38-22. 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.

§ 38-23. 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.

§ 38-24. 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 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. All statements filed with the Board of Ethics shall be available for public inspection and copying; except that:

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

(2) 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 Public Officers Law).

(3) 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.

(4) 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

§ 38-25. 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 Caucus 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 Caucus 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 Municipal Home Rule Law to supersede Section 808(2) of the 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 nor a Relative of Town officer or employee.

(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.

§ 38-26. 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 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 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 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 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

§ 38-27. Existing Rights and Remedies.

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

§ 38-28. 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 or 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.

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution
and moved its adoption:

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

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

NOW, THEREFORE BE IT

RESOLVED, that a public hearing be held in the Town
Meeting Pavilion, Hempstead Town Hall, Washington Street,
Hempstead, New York, on the 16th day of April, 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:

BALDWIN

BALDWIN AVENUE - north side, starting at
a point 96 feet east of the east curbline
of Grove Street, east for a distance of 20
feet.
(TH-014/19)

ELMONT

LUDLAM AVENUE - south side, starting
at a point 209 feet east of the east
curbline of 3rd Street, east for a
distance of 20 feet.
(TH-026/19)

HEWLETT

QUAY AVENUE - west side, starting
at a point 100 feet south of the south
curbline of Pennisula Blvd., south for
a distance of 15 feet.
(TH-037/19)

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21527

UNIONDALE

CLARENDON ROAD - east side, starting
at a point 142 feet north of the north
curbline line of Jerusalem Avenue, north
for a distance of 20 feet.
(TH-027/19)

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

BELLMORE

LESLIE LANE - north side, starting
at a point 96 feet west of the west
curbline of Little Neck Avenue, west
for a distance of 20 feet.
(TH-397/15 - 10/01/15) (TH-022/19)

; 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 16th day of April , 2019, at 10:30 o'clock in the forenoon of that day, to consider the adoption of a resolution setting aside certain parking spaces for motor vehicles for the sole use of holders of special parking permits issued by the County of Nassau to physically handicapped persons at the following locations:

BALDWIN

BALDWIN AVENUE - north side, starting at a point 96 feet east of the east curbline of Grove Street, east for a distance of 20 feet.
(TH-014/19)

ELMONT

LUDLAM AVENUE - south side, starting at a point 209 feet east of the east curbline of 3rd Street, east for a distance of 20 feet.
(TH-026/19)

HEWLETT

QUAY AVENUE - west side, starting at a point 100 feet south of the south curbline of Pennisula Blvd., south for a distance of 15 feet.
(TH-037/19)

UNIONDALE

CLARENDON ROAD - east side, starting at a point 142 feet north of the north curbline line of Jerusalem Avenue, north for a distance of 20 feet.
(TH-027/19)

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

BELLMORE

LESLIE LANE - north side, starting
at a point 96 feet west of the west
curbline of Little Neck Avenue, west
for a distance of 20 feet.

(TH-397/15 - 10/01/15) (TH-022/19)

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

Dated: Hempstead, New York
April 2 , 2019

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

LAURA A. GILLEN
Supervisor

SYLVIA A. CABANA
Town Clerk

CASE NO.

RESOLUTION NO.

Adopted:

Council _____ offered the following resolution and moved its adoption:

RESOLUTION CALLING A PUBLIC HEARING
ON THE ADOPTION OF TOWN OF HEMPSTEAD
PUBLIC PARKING FIELD MAPS SHOWING
PARKING REGULATIONS AT CERTAIN PARKING
FIELDS.

WHEREAS, pursuant to Section 80-4 of the Code of the Town of Hempstead, public hearings are held on the adoption of public parking field maps, indicating traffic and parking regulations thereon; and

WHEREAS, the Commissioner of General Services has submitted parking field maps for certain locations showing revisions of maps heretofore adopted with respect to said regulations;

NOW, THEREFORE, BE IT

RESOLVED, that a public hearing will be held at the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York on the 16th day of April, 2019, at 10:30 o'clock in the forenoon of that day, at which time all interested persons shall be heard on the adoption of the following public parking field maps showing the repeal of two (2) "3 Hour Parking 8 AM to 6 PM" signs, three (3) "3 Hour Parking" signs and two (2) "1 Hour Parking Unless Otherwise Noted" signs and the adoption of two (2) "3 Hour Parking" signs in parking field O-1, Oceanside; the repeal of one (1) "1 Hour Parking" sign and the adoption of one (1) "1 Hour Parking" sign in parking field O-5, Oceanside; all in accordance with Section 80-4 of the Code of the Town of Hempstead:

OCEANSIDE

O-1

Long Beach Road Parking Field
Oceanside Public Parking District
(TH-80/19)

OCEANSIDE

O-5

Poole Street Parking Field
Oceanside Public Parking District
(TH-81/19)

and, BE IT FURTHER

RESOLVED, that the Town Clerk shall give notice of said hearing by the publication in a newspaper having a general circulation in the Town of Hempstead, once pursuant to Section 4-1 of Chapter Four of the Code of the Town of

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53

Case #

16214

Hempstead entitled, "Local Laws: Adoption" prior to the above specified date of said hearing.

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

AYES

NOES:

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that the Commissioner of General Services of the Town of Hempstead has prepared revised parking field maps for the following locations, which revisions consist of the adoption of the following public parking field maps showing the repeal of two (2) "3 Hour Parking 8 AM to 6 PM" signs, three (3) "3 Hour Parking" signs and two (2) "1 Hour Parking Unless Otherwise Noted" signs and the adoption of two (2) "3 Hour Parking" signs in parking field O-1, Oceanside; the repeal of one (1) "1 Hour Parking" sign and the adoption of one (1) "1 Hour Parking" sign in parking field O-5, Oceanside; all in accordance and with Section 80-4 of the Code of the Town of Hempstead.

PLEASE TAKE FURTHER NOTICE that a public hearing will be held at the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Village and Town of Hempstead, New York, on the 16th day of April , 2019, at 10:30 o'clock in the forenoon of that day, to consider the adoption of the following revised public parking field maps:

OCEANSIDE

O-1

Long Beach Road Parking Field
Oceanside Public Parking District
(TH-80/19)

OCEANSIDE

O-5

Poole Street Parking Field
Oceanside Public Parking District
(TH-81/19)

Copies of the proposed public parking field maps

are on file in the office of the Town Clerk of the
Town of Hempstead, Hempstead Town Hall, 1 Washington
Street, Hempstead, New York.

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

Dated: Hempstead, New York
April 2 , 2019

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

SYLVIA A. CABANA
Town Clerk

LAURA A. GILLEN
Supervisor

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: TRANSFER OF PATRICIA ACEVEDO, CLERK
III, FROM THE DEPARTMENT OF BUILDINGS
TO THE DEPARTMENT OF PARKS AND
RECREATION.

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

RESOLVED, that Patricia Acevedo, Clerk III, be and hereby is
transferred from the Department of Buildings to the Department of Parks and Recreation, with no
change in salary, by the Commissioner of the Department of Parks and Recreation and the Town of
Hempstead Civil Service Commission and ratified by the Town Board of the Town of Hempstead
effective March 18, 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: APPOINTMENT OF JOSEPH ALMODOVAR AS
RECYCLING WORKER II, IN THE
DEPARTMENT OF SANITATION.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that Joseph Almodovar be and hereby is appointed Recycling Worker II, Non Competitive, Grade 12, Start Step (A), \$45,472, in the Department of Sanitation, by the Commissioner of the Department of Sanitation and ratified by the Town Board of the Town of Hempstead effective, subject to satisfactory completion of pre-employment criteria, April 3, 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 SALVATORE BARONE AS
RECYCLING WORKER II, IN THE
DEPARTMENT OF SANITATION.

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

RESOLVED, that Salvatore Barone be and hereby is appointed
Recycling Worker II, Non Competitive, Grade 12, Start Step (A), \$45,472, in the Department of
Sanitation, by the Commissioner of the Department of Sanitation and ratified by the Town Board of
the Town of Hempstead, subject to satisfactory completion of pre-employment criteria, effective
April 3, 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 DAWN MARIE BERNAL
AS OFFICE AIDE, IN THE OFFICE OF THE
RECEIVER OF TAXES.

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

RESOLVED, that Dawn Marie Bernal be and hereby is appointed
Office Aide, Non Competitive, Grade 2, Start Step (A), \$34,779, in the Office of the Receiver of
Taxes, by the Receiver of Taxes and ratified by the Town Board of the Town of Hempstead effective
April 3, 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 MATTHEW BLOCK AS
RECYCLING WORKER II, IN THE
DEPARTMENT OF SANITATION.

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

RESOLVED, that Matthew Block be and hereby is appointed
Recycling Worker II, Non Competitive, Grade 12, Start Step (A), \$45,472, in the Department of
Sanitation, by the Commissioner of the Department of Sanitation and ratified by the Town Board of
the Town of Hempstead, subject to satisfactory completion of pre-employment criteria, effective
April 3, 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: PROVISIONAL PROMOTION FOR
ROSEMARY CARACAPPA TO AUDITOR I, IN
THE DEPARTMENT OF URBAN RENEWAL.

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

RESOLVED, that Rosemary Caracappa, now serving as Auditing Assistant, Competitive, Permanent, in the Department of Urban Renewal, be and hereby is provisionally promoted to Auditor I, Competitive, Provisional, Grade 18, Step 12 (M), \$98,507, by the Chief of Staff (Office of Town Board) and ratified by the Town Board of the Town of Hempstead effective April 3, 2019.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF DUJUAN CHAPLIN
AS EQUIPMENT OPERATOR I, IN THE
DEPARTMENT OF HIGHWAY, BUDGET CODE
5110.

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

RESOLVED, that Dujuan Chaplin be and hereby is appointed
Equipment Operator I, Non Competitive, Grade 11, Start Step (A), \$44,176, in the Department
of Highway, Budget Code 5110, by the Commissioner of the Department of Highway and ratified by
the Town Board of the Town of Hempstead, subject to satisfactory completion of pre-employment
criteria, effective April 3, 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 ALEXANDREA
CHARALAMBOUS AS LABORER I, IN THE
DEPARTMENT OF GENERAL SERVICES,
ANIMAL SHELTER AND CONTROL DIVISION.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that Alexandra Charalambous be and hereby is appointed Laborer I, Labor Class, Grade 9, Start Step (A), \$41,691, in the Department of General Services, Animal Shelter and Control Division, by the Commissioner of the Department of General Services and ratified by the Town Board of the Town of Hempstead effective April 3, 2019 and BE IT

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

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF RICHARD CORDERO AS
SANITATION FOREMAN II, 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 Richard Cordero has passed the examination for the position of Sanitation Foreman II, Civil Service List No. 76-579, and is eligible for appointment thereto, NOW, THEREFORE, BE IT

RESOLVED, that Richard Cordero, now serving as Sanitation Foreman I, Competitive, Permanent, in the Department of Sanitation, be and hereby is appointed Sanitation Foreman II, Competitive, Permanent, Grade 20, Step 4 (E), \$71,820, 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 April 3, 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: RE-EMPLOYMENT OF LEIF HABBESTAD
AS LABORER I, IN THE DEPARTMENT OF
SANITATION.

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

RESOLVED, that Leif Habbestad be and hereby is re-employed as
Laborer I, Labor Class, Grade 9, Step 13 (N), \$76,775, in the Department of Sanitation, pursuant to a
stipulated agreement between the Department of Sanitation and CSEA Local 880 and ratified by the
Town Board of the Town of Hempstead, subject to successful completion of pre-employment criteria,
effective April 3, 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 ROBERT HAYES
AS LABORER I, IN THE DEPARTMENT OF
CONSERVATION AND WATERWAYS.

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

RESOLVED, that Robert Hayes be and hereby is appointed Laborer I, Labor
Class, Grade 9, Start Step (A), \$41,691, 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 April 3, 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 DOUGLAS KNAB, JR. AS
EQUIPMENT OPERATOR I, IN THE
DEPARTMENT OF GENERAL SERVICES,
BUILDINGS AND GROUNDS DIVISION.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that Douglas Knab, Jr. be and hereby is appointed Equipment Operator I, Non Competitive, Grade 11, Start Step (A), \$44,176, in the Department of General Services, Buildings and Grounds Division, by the Commissioner of the Department of General Services and ratified by the Town Board of the Town of Hempstead, subject to satisfactory completion of pre-employment criteria, effective April 3, 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 JASON LATTANZIO AS
ACCOUNTANT II, IN THE OFFICE OF THE
TOWN COMPTROLLER, 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 Jason Lattanzio has passed the examination for the position of Accountant II, Civil Service List No. 64-923, and is eligible for appointment thereto, NOW, THEREFORE, BE IT

RESOLVED, that Jason Lattanzio, now serving as Accountant I, Competitive, Permanent, in the Office of the Town Comptroller, be and hereby is appointed Accountant II, Competitive, Permanent, Grade 21, Step 5 (F), \$77,407, from the civil service list, in the Office of the Town Comptroller, by the Town Comptroller and ratified by the Town Board of the Town of Hempstead effective April 3, 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 DIRK MOFFIT AS
RECYCLING WORKER II, IN THE
DEPARTMENT OF SANITATION.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that Dirk Moffit be and hereby is appointed
Recycling Worker II, Non Competitive, Grade 12, Start Step (A), \$45,472, in the Department of
Sanitation, by the Commissioner of the Department of Sanitation and ratified by the Town Board of
the Town of Hempstead, subject to satisfactory completion of pre-employment criteria, effective
April 3, 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 ANTHONY MUSANTE AS
LABORER I, IN THE DEPARTMENT OF
GENERAL SERVICES, CEMETERY DIVISION.

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

RESOLVED, that Anthony Musante be and hereby is appointed Laborer
I, Labor Class, Grade 9, Start Step (A), \$41,691, in the Department of General Services, Cemetery
Division, by the Commissioner of the Department of General Services and ratified by the Town Board of
the Town of Hempstead, subject to satisfactory completion of pre-employment criteria, effective
April 3, 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 MATTHEW
PACCIONE, ASSISTANT TO THE TOWN
BOARD, 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 Matthew Paccione, Assistant to the
Town Board, in the office of the Town Board Majority Central Staffing Code 1018, be and hereby is
increased to \$59,500, Ungraded, by the Town Board of the Town of Hempstead effective April 3, 2019.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF MEGHAN RAEDY AS
KENNEL WORKER, IN THE DEPARTMENT OF
GENERAL SERVICES, ANIMAL SHELTER
AND CONTROL DIVISION.

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

RESOLVED, that Meghan Raedy be and hereby is appointed Kennel Worker,
Non Competitive, Grade 13, Start Step (A), \$46,772, in the Department of General Services, Animal
Shelter and Control Division, by the Commissioner of the Department of General Services and ratified
by the Town Board of the Town of Hempstead, subject to satisfactory completion of pre-employment
criteria, effective April 3, 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 VINCENT SIMONE AS
CLERK LABORER, IN THE DEPARTMENT OF
BUILDINGS.

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

RESOLVED, that Vincent Simone be and hereby is appointed Clerk
Laborer, Non Competitive, Grade 9, Start Step (A), \$41,691, in the Department of Buildings, by the
Commissioner of the Department of Buildings and ratified by the Town Board of the Town of
Hempstead effective April 3, 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 ROBERT TREGLIA AS
LABORER I, IN THE DEPARTMENT OF
SANITATION.

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

RESOLVED, that Robert Treglia, now serving as Recycling Worker I, in
the Department of Sanitation, be and hereby is appointed Laborer I, Labor Class, Grade 9, Step 13 (N),
\$76,775, in the Department of Sanitation, by the Commissioner of the Department of Sanitation and
ratified by the Town Board of the Town of Hempstead effective April 3, 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 LEE WEST AS
MESSENGER, IN THE DEPARTMENT OF
GENERAL SERVICES, ADMINISTRATION.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that Lee West be and hereby is appointed Messenger, Non Competitive, Ungraded, at an annual salary of \$48,500, in the Department of General Services, Administration, by the Commissioner of the Department of General Services and ratified by the Town Board of the Town of Hempstead effective April 3, 2019 and BE IT

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

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF MICHAEL WOODS AS
SANITATION FOREMAN II, 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 Michael Woods has passed the examination for the position of Sanitation Foreman II, Civil Service List No. 76-579, and is eligible for appointment thereto, NOW, THEREFORE, BE IT

RESOLVED, that Michael Woods, now serving as Sanitation Foreman I, Competitive, Permanent, in the Department of Sanitation, be and hereby is appointed Sanitation Foreman II, Competitive, Permanent, Grade 20, Step 12 (M), \$105,560, 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 April 3, 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:

4/2/2019

In addition there are (9) Nine Resolutions for various types of Leaves of Absence.