

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that pursuant to Article 9 of the New York State Constitution, the provisions of the Town Law and Municipal Home Rule of the State of New York, both as amended, a public hearing will be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, on the 11th day of June, 2019, at 7:00 o'clock in the evening of that day to consider the enactment of a local law to amend Chapter 202 of the code of the Town of Hempstead to INCLUDE and REPEAL "REGULATIONS AND RESTRICTIONS" to limit parking at the following locations:

EAST MEADOW Section 202-24	EAST MEADOW AVENUE (TH 184/19) East Side - ONE HOUR PARKING 11 AM TO 11 PM - starting at a point 45 feet south of the south curbline of McKinley Avenue south for a distance of 38 feet.
	EAST MEADOW AVENUE (TH 184/19) East Side - ONE HOUR PARKING 11 AM TO 11 PM - starting at a point 225 feet south of the south curbline of McKinley Avenue south for a distance of 62 feet.
FRANKLIN SQUARE Section 202-7	PALERMO COURT (TH 176/19) South Side - NO PARKING 7 AM TO 7 PM - starting at a point 133 feet east of the east curbline of Franklin Avenue east for a distance of 166 feet.
UNIONDALE Section 202-12	HAWTHRONE AVENUE (TH 160/19) West Side - TWO HOUR PARKING BETWEEN SIGNS - starting at a point 220 feet north of the north curbline of Jerusalem Avenue then north for a distance of 48 feet.
(NR) VALLEY STREAM Section 202-18	CAMERON LANE (TH 158/19) West Side - TWO HOUR PARKING 9 AM TO 5 PM EXCEPT SATURDAYS, SUNDAYS, AND HOLIDAYS - starting at a point 130 feet north of the north curbline of Flower Road north for a distance of 64 feet.

Item# 1

Case# 30125

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

FRANKLIN SQUARE
Section 202-7

PALERMO COURT (TH 462/15) South Side - NO
PARKING 7 AM - 7 PM - starting at a point
246 feet east of the east curbline of
Franklin Ave., east for a distance of
60 feet. (Adopted 11/10/15)

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

Dated: May 21, 2019
Hempstead, New York

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

LAURA A. GILLEN
Supervisor

SYLVIA A. CABANA
Town Clerk

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that pursuant to Article 9 of the New York State Constitution, the provisions of the Town Law and Municipal Home Rule of the State of New York, both as amended, a public hearing will be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, on the 11th day of June, 2019, at 7:00 o'clock in the evening of that day to consider the enactment of a local law to amend Section 202-1 of the code of the Town of Hempstead to INCLUDE and REPEAL "PARKING OR STANDING PROHIBITIONS" at the following locations:

EAST MEADOW EAST MEADOW AVENUE (TH 184/19) East Side - NO STOPPING HERE TO CORNER - starting at the south curbline of McKinley Avenue south for a distance of 45 feet.

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

EAST MEADOW NEWBRIDGE AVENUE (TH 185/72) East Side - NO STOPPING HERE TO CORNER - starting at the south curbline of McKinley Avenue south for a distance of 30 feet. (Adopted 5/23/72)

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

Dated: May 21, 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 # 30126

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that pursuant to Article 9 of the New York State Constitution, the provisions of the Town Law and Municipal Home Rule of the State of New York, both as amended, a public hearing will be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, on the 11th day of June, 2019, at 7:00 o'clock in the evening of that day to consider the enactment of a local law to amend Section 197-5 of the code of the Town of Hempstead to INCLUDE "ARTERIAL STOPS" at the following locations:

NORTH BELLMORE

WASHINGTON BOULEVARD (TH 155/19) STOP - all traffic traveling northbound on New York Avenue shall come to a full stop.

NORTH MERRICK

BRIAN DRIVE (TH 145/19) STOP - all traffic traveling northbound on Clark Street shall come to a full stop.

DECKER AVENUE (TH 145/19) STOP - all traffic traveling southbound on Clark Street shall come to a full stop.

HENDRICKSON AVENUE (TH 151/19) STOP - all traffic traveling westbound on Howes Street shall come to a full stop.

HENDRICKSON AVENUE (TH 151/19) STOP - all traffic traveling eastbound on Potter Avenue shall come to a full stop.

VAN NOSTRAND AVENUE (TH 145/19) STOP - all traffic traveling northbound on Clark Street shall come to a full stop.

VAN NOSTRAND AVENUE (TH 145/19) STOP - all traffic traveling southbound on Clark Street shall come to a full stop.

Item# 3

Case# 30127

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

Dated: May 21, 2019
Hempstead, New York

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

LAURA A. GILLEN
Supervisor

SYLVIA A. CABANA
Town Clerk

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that pursuant to Article 9 of the New York State Constitution, the provisions of the Town Law and Municipal Home Rule of the State of New York, both as amended, a public hearing will be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, on the 11th day of June, 2019, at 7:00 o'clock in the evening of that day to consider the enactment of a local law to amend Section 202-52 of the code of the Town of Hempstead to REPEAL "BUS STOPS" at the following locations:

EAST MEADOW NEWBRIDGE AVENUE (TH 357/78) East Side -
NO STOPPING BUS STOP - starting at a
point 30 feet south of the south curblin
of McKinley Avenue south for a distan
of 50 feet. (Adopted 12/19/78)

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

Dated: May 21, 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 # 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, Hempstead, New York, on the 11th day of June, 2019, at 7:00 o'clock in the evening of that day to consider the enactment of a local law to amend Section 190-11, of the Code of the Town of Hempstead by the insertion of a location in relation to a twenty-five mile per hour limit as follows:

BEECH STREET - from the westerly boundary line of the City of Long Beach, west to the westerly boundary line of the Atlantic Beach Estates.
(TH-159/19)

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

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

Dated: May 21, 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# 5
Case# 19565

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that pursuant to Article 9 of the New York State Constitution, the provisions of the Town Law and the Municipal Home Rule Law of the State of New York, as amended, a public hearing will be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, on the 11th day of June, 2019, at 7:00 o'clock in the evening of that day to consider the enactment of a local law to amend Chapter 190 of the Code of the Town of Hempstead by the insertion of a location into Section 190-4, subdivision "A", in relation to a 20 mph school speed limit, 7 AM to 6 PM, school days, as follows:

"A" - 20 mph school speed limits

WOODMERE, PENINSULA BOULEVARD - between
Lafayette Drive and Mill Road.
(TH-123/19)

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

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

Dated: May 21, 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 # 19565

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 Law of the State of New York, as amended, a public hearing will be held in the Nathan L. H. Bennett Pavilion, Hempstead Town Hall, Town Hall Plaza, 1 Washington Street, Village and Town of Hempstead, New York, on Tuesday, the 11th day of June, 2019, at 7:00 p.m. in the evening of that day, to consider the enactment of a new Section 121-3(E) of Chapter 121 of the Code of the Town of Hempstead in relation to regulating the advertisement of age-restricted products within one thousand feet of schools, parks, playgrounds, and duly licensed child day-care centers.

The proposed local law is on file in the Office of the Town Clerk of the Town of Hempstead, Hempstead Town Hall, 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: May 21, 2019
Hempstead, New York

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

SYLVIA A. CABANA
Town Clerk

LAURA A. GILLEN
Supervisor

Item #

7

Case #

29671

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 Law of the State of New York, as amended, a public hearing will be held in the Nathan L. H. Bennett Pavilion, Hempstead Town Hall, Town Hall Plaza, 1 Washington Street, Village and Town of Hempstead, New York, on Tuesday, the 11th day of June, 2019, at 7:00 P.M. of that day, to consider the enactment of a local law to establish Chapter 36 of the Code of the Town of Hempstead to be entitled "Whistleblower Protection Act" in order to establish procedures to protect employees who disclose illegal or improper governmental activities from retaliation in the form of adverse personnel actions.

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: Hempstead, New York
May 7, 2019

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

**SYLVIA A. CABANA
Town Clerk**

**LAURA A. GILLEN
Supervisor**

Item #

8

Case #

29960

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that pursuant to Section 202-48 of the Code of the Town of Hempstead entitled, "Handicapped Parking on Public Streets," a public hearing will be held in the Town Meeting Pavilion. Hempstead Town Hall, 1 Washington Street, Hempstead, New York, on the 11th day of June, 2019, at 7:00 o'clock in the evening of that day, to consider the adoption of a resolution setting aside certain parking spaces for motor vehicles for the sole use of holders of special parking permits issued by the County of Nassau to physically handicapped persons at the following locations:

BALDWIN

PILGRIM AVENUE - north side, starting at a point 20 feet west of the west curblineline of Fargo Street, west for a distance of 20 feet.
(TH-137/19)

FRANKLIN SQUARE

CLOUD AVENUE - south side, starting at a point 40 feet east of the east curblineline of Jefferson Street, east for a distance of 20 feet.
(TH-148/19)

OCEANSIDE

TILROSE AVENUE - north side, starting at a point 15 feet opposite the southeast curblineline of Stevens Street, west for a distance of 20 feet.
(TH-136/19)

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

ELMONT

STONE STREET - west side, starting at a point 195 feet north of the north curblineline of Estelle Avenue, north for a distance of 20 feet.
(TH-144/19)

Item # 9

Case # 21527

(NR.) ISLAND PARK

CALIFORNIA PLACE SOUTH - south side,
starting at a point 270 feet west of the
west curbline of Sunset Place, west for a
distance of 24 feet.

(TH-232/99 - 4/25/00) (TH-134/19)

MERRICK

FRANKEL BOULEVARD - east side, starting
at a point 56 feet south of the south
curbline of Richard Street, south for a
distance of 22 feet.

(TH-590/01 - 6/04/02) (TH-142/19)

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

Dated: May 21, 2019
Hempstead, New York

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

LAURA A. GILLEN
Supervisor

SYLVIA A. CABANA
Town Clerk

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that 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 one (1) "No Parking-Taxis Only" sign and the adoption of one "No Parking-Taxis Only" sign in parking field BE-14A in Bellmore; 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 11th day of June, 2019, at 7:00 o'clock in the evening of that day, to consider the adoption of the following revised public parking field maps:

BELLMORE
BE-14

Commuter Parking Field
Bellmore
Town of Hempstead
(TH-187/19)

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.

Item# 10
Case# 16214

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

Dated: May 21, 2019
Hempstead, New York

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

SYLVIA A. CABANA
Town Clerk

LAURA A. GILLEN
Supervisor

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution

And moved its adoption:

RESOLUTION GRANTING PERMISSION TO THE SONS OF SAN PAOLINO, FRANKLIN SQUARE, NEW YORK TO USE TOWN OF HEMPSTEAD PARKING FIELD FS-3, FRANKLIN SQUARE, NEW YORK FOR THE PURPOSE OF HOLDING AN ANNUAL FEAST JUNE 26, 2019 THROUGH JUNE 30, 2019.

WHEREAS, the Sons of San Paolino, P.O. Box 242, Franklin Square, New York 11010 Attention: Mitchell B. Farbman, has requested to use Town of Hempstead Parking Field FS-3, Franklin Square, New York for the purpose of holding the Annual Feast June 26, 2019 through June 30, 2019 (the "Feast"); 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 Sons of San Paolino, P.O. Box 242, Franklin Square, New York 11010 Attention: Mitchell B. Farbman to use Town of Hempstead Parking Field FS-3, Franklin Square, New York for the purpose of holding the Feast and be it further

RESOLVED, that in conducting this activity, the Sons of San Paolino 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 Feast, 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 Feast, shall render this approval null and void; and be it further

Item # 11

Case # 20915

RESOLVED, that subject to the issuance of the Special Permit, amusement rides will be set up after 7:00 p.m. on June 25, 2019 and removed by 6:00 a.m. on July 1, 2019.

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 GRANTING PERMISSION TO THE MERRICK CHAMBER OF COMMERCE TO USE TOWN OF HEMPSTEAD PARKING FIELD M-7, MERRICK, NEW YORK FOR THE PURPOSE OF HOLDING THE MERRICK MARKETPLACE JUNE 2, JUNE 9, JUNE 16, JUNE 23, JUNE 30, JULY 7, JULY 14, JULY 21, JULY 28, AUGUST 4, AUGUST 11, AUGUST 18, AUGUST 25, SEPTEMBER 1, SEPTEMBER 8, SEPTEMBER 15, SEPTEMBER 22, SEPTEMBER 29, OCTOBER 6, OCTOBER 13, OCTOBER 20, OCTOBER 27, NOVEMBER 3, NOVEMBER 10, NOVEMBER 17, NOVEMBER 24, DECEMBER 1, DECEMBER 8, DECEMBER 15 AND DECEMBER 22, 2019.

WHEREAS, the Merrick Chamber of Commerce, P.O. Box 53, Merrick, New York 11566 c/o Femy Aziz, President has requested to use Town of Hempstead Parking Field M-7, Merrick, New York for the purpose of holding the Merrick Marketplace June 2, June 9, June 16, June 23, June 30, July 7, July 14, July 21, July 28, August 4, August 11, August 18, August 25, September 1, September 8, September 15, September 22, September 29, October 6, October 13, October 20, October 27, November 3, November 10, November 17, November 24, December 1, December 8, December 15 and December 22, 2019 (the "Marketplace"); 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 Merrick Chamber of Commerce, P.O. Box 53, Merrick, New York 11566 c/o Femy Aziz, President to use Town of Hempstead Parking Field M-7, Merrick, New York for the purpose of holding the Marketplace and be it further

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

11

Case #

20915

RESOLUTION NO.

CASE NO.

Adopted:

Offered the following resolution

And moved its adoption:

RESOLUTION GRANTING PERMISSION TO THE SPANISH EVANGELICAL CHURCH, FREEPORT, NEW YORK TO USE TOWN OF HEMPSTEAD PARKING FIELD R-2, ROOSEVELT, NEW YORK FOR THE PURPOSE OF HOLDING A COMMUNITY GATHERING ON JUNE 2, JUNE 9, JUNE 16, JUNE 23, AND JUNE 30, 2019.

WHEREAS, the Spanish Evangelical Church, 404 N. Main Street, Freeport, New York 11520 Attention: Pastor Wilma Bustamante, has requested to use Town of Hempstead Parking Field R-2, Roosevelt, New York for the purpose of holding a Community Gathering on June 2, June 9, June 16, June 23, and June 30, 2019 (the "Gathering"); 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 Spanish Evangelical Church, 404 N. Main Street, Freeport, New York 11520 Attention: Pastor Wilma Bustamante, to use Town of Hempstead Parking Field R-2, Roosevelt, New York for the purpose of holding the Gathering on June 2, June 9, June 16, June 23, and June 30, 2019; and be it further

RESOLVED, that in conducting this activity, the Spanish Evangelical Church shall comply with all the provisions of the Code of the Town of Hempstead.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

11

Case #

20915

RESOLUTION NO.

CASE NO.

Adopted:

Offered the following resolution

And moved its adoption:

RESOLUTION GRANTING PERMISSION TO THE SPANISH EVANGELICAL CHURCH, FREEPORT, NEW YORK TO USE TOWN OF HEMPSTEAD PARKING FIELD U-2, UNIONDALE, NEW YORK FOR THE PURPOSE OF HOLDING A COMMUNITY GATHERING ON JULY 7, 2019.

WHEREAS, the Spanish Evangelical Church, 404 N. Main Street, Freeport, New York 11520 Attention: Pastor Wilma Bustamante, has requested to use Town of Hempstead Parking Field U-2, Uniondale, New York for the purpose of holding a Community Gathering on July 7, 2019 (the "Gathering"); 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 Spanish Evangelical Church, 404 N. Main Street, Freeport, New York 11520 Attention: Pastor Wilma Bustamante, to use Town of Hempstead Parking Field U-2, Uniondale, New York for the purpose of holding the Gathering on July 7, 2019; and be it further

RESOLVED, that in conducting this activity, the Spanish Evangelical Church shall comply with all the provisions of the Code of the Town of Hempstead.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

11

Case #

20915

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 MASONRY FRAME COMMERCIAL BUILDING, LOCATED ON THE WEST SIDE OF GRAND AVENUE, 231 FEET NORTH OF MERRICK ROAD. SEC 54, BLOCK 103, AND LOT (S) 337-338, A/K/A 2418 GRAND 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 2418 Grand Avenue, Baldwin, 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 April 6, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to have two (2) thirty inch by forty eight inch (30" x 48") windows boarded with one half inch (1/2") four (4) ply plywood, one (1) thirty inch by fifty three inch (30" x 53") window boarded with one half inch (1/2") four (4) ply plywood, two (2) four foot by eight foot (4' x 8') exterior holes boarded and install one (1) lock and hasp, located at 2418 Grand Avenue, Baldwin;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$376.13, the cost associated with the emergency services provided at 2418 Grand Avenue, Baldwin, 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 \$876.13 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: 12
Item #

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 TWO STORY WOOD FRAME ONE FAMILY DWELLING, LOCATED ON THE SOUTH SIDE OF JAYNE PLACE, 102 FEET EAST OF MILBURN AVENUE. SEC 54, BLOCK B, AND LOT (S) 531, A/K/A 862 JAYNE PLACE, BALDWIN, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 862 Jayne Place, 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 November 28, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to have six (6) windows boarded with one half inch (1/2") four (4) ply plywood, have one hundred fifty feet (150') of six foot (6') high fence installed with one and five eighth inch (1 5/8") poles and number nine (9) gauge wire top and bottom and install two (2) lock and hasps, located at 862 Jayne Place, Baldwin;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$2,464.80, the cost associated with the emergency services provided at 862 Jayne Place, Baldwin, New York

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$2,714.80 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 12

Case # 6542

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED TWO STORY WOOD FRAME ONE FAMILY DWELLING WITH ATTACHED GARAGE, LOCATED ON THE NORTH SIDE OF STRATFORD ROAD, 280 FEET WEST OF GRAND AVENUE. SEC 36, BLOCK 202, AND LOT (S) 154, A/K/A 667 STRATFORD ROAD, 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 667 Stratford Road, 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 October 11, 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 and three (3) studs and have one (1) eighty six inch by ninety six inch (86" x 96") 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, located at 667 Stratford Road, Baldwin;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$260.25, the cost associated with the emergency services provided at 667 Stratford Road, 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 \$510.25 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 # 12

Case # 6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED TWO STORY HIGH RANCH WOOD FRAME ONE FAMILY DWELLING WITH TWO CAR BASEMENT GARAGE, LOCATED ON THE WEST SIDE OF VIVIAN COURT, 163 FEET NORTH OF ALLWYN STREET. SEC 54, BLOCK 573, AND LOT (S) 34, A/K/A 759 VIVIAN COURT, 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 759 Vivian Court, 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 November 14, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to repair fence with four (4) three foot by three foot (3' x 3') studs, located at 759 Vivian Court, Baldwin;

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 759 Vivian Court, 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 \$430.00 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

12

Case #

6542

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 UNSAFE DEAD TREE, LOCATED ON THE PREMISES IMPROVED WITH A TWO STORY HIGH RANCH WOOD FRAME ONE FAMILY DWELLING WITH TWO CAR BASEMENT GARAGE, LOCATED ON THE WEST SIDE OF VIVIAN COURT, 163 FEET NORTH OF ALLWYN STREET. SEC 54, BLOCK 573, AND LOT (S) 34, A/K/A 759 VIVIAN COURT, 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 exterior property area located at 759 Vivian Court, Baldwin; and

WHEREAS, said inspection disclosed that contrary to NYS §302.1 of the New York State Property Maintenance Code and Chapter 90-1 of the Code of the Town of Hempstead regulations, an unsafe dead tree upon an abandoned building; 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 Long Island Tree & Landscape Service Inc., PO Box 1531, Seaford, New York 11783, 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 932-2017; and

WHEREAS, the Commissioner of the Department of Buildings directed Long Island Tree & Landscape Service Inc., to remove three (3) trees, cut and flush, located at 759 Vivian Court, Baldwin;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$4,355.00, the cost associated with the emergency services provided at 759 Vivian Court, 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 \$4,605.00 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

12

Case #

6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, LOCATED ON THE NORTH SIDE OF ORCHARD STREET, 215 FEET EAST OF BELLMORE ROAD. SEC 56, BLOCK 476, AND LOT (S) 78-80, A/K/A 2669 ORCHARD STREET, BELLMORE, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 2669 Orchard Street, Bellmore; 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 September 10, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to have one (1) detached garage dismantled and remove fifty (50) yards of debris, located at 2669 Orchard Street, Bellmore;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$3,000.00, the cost associated with the emergency services provided at 2669 Orchard Street, Bellmore, New York

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$3,250.00 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 12

Case # 6542

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE AND ONE HALF STORY WOOD FRAME ONE FAMILY DWELLING WITH ATTACHED GARAGE, DETERMINED TO BE UNFIT FOR HUMAN OCCUPANCY, LOCATED ON THE NORTHEAST CORNER OF POWERS AVENUE AND BENITO STREET. SEC 50, BLOCK 156, AND LOT (S) 1, A/K/A 1663 POWERS 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 1663 Powers 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 14, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to re-secure one (1) existing boarded up window, located at 1663 Powers Avenue, East Meadow;

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 1663 Powers 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 \$430.00 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 12

Case # 6542

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, LOCATED ON THE SOUTHEAST CORNER OF EVANS AVENUE AND UNION AVENUE. SEC 32, BLOCK 567, AND LOT (S) 44-45, A/K/A 94 EVANS AVENUE, ELMONT, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 94 Evans 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 October 18, 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 and install four (4) lock and hasps, located at 94 Evans Avenue, Elmont;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$329.60, the cost associated with the emergency services provided at 94 Evans Avenue, Elmont, New York

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$579.60 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 12

Case # 6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY WOOD FRAME ONE FAMILY DWELLING WITH ATTACHED GARAGE, DETERMINED TO BE UNFIT FOR HUMAN OCCUPANCY, LOCATED ON THE WEST SIDE OF WASHINGTON AVENUE, 85 FEET NORTH OF WARWICK BOULEVARD. SEC 43, BLOCK 145, AND LOT (S) 9-10, 45-46 & 48, A/K/A 177 WASHINGTON AVENUE, ISLAND PARK, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 177 Washington Avenue, Island Park, 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 December 27, 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 177 Washington Avenue, Island Park;

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 177 Washington Avenue, Island Park, New York

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

NOW, THEREFORE, BE IT

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

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 12

Case # 6542

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED TWO STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, LOCATED ON THE SOUTH SIDE OF CLAY LANE, 231 FEET EAST OF COOPER LANE. SEC 51, BLOCK 200, AND LOT (S) 6, A/K/A 12 CLAY 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," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 12 Clay Lane, Levittown; 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 September 12, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to have one (1) three foot by eighty three inch (3' x 83") door secured with one half inch (1/2") four (4) ply plywood, one (1) four foot by thirty inch (4' x 30") exterior hole boarded and one (1) two foot by fifty inch (2' x 50") exterior hole boarded, located at 12 Clay Lane, Levittown;

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 12 Clay Lane, Levittown, New York

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

NOW, THEREFORE, BE IT

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

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 12

Case # 6542

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE AND ONE HALF STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, LOCATED ON THE NORTHEAST CORNER OF FISK AVENUE AND FLETCHER AVENUE. SEC 56, BLOCK 358, AND LOT (S) 58, A/K/A 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," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 29 Fisk Avenue, 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 8, 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, have windows boarded with one half inch (1/2") four (4) ply plywood and install one (1) lock and hasp, located at 29 Fisk Avenue, Merrick;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$289.60, the cost associated with the emergency services provided at 29 Fisk Avenue, 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 \$539.60 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 12

Case # 60542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY WOOD FRAME ONE FAMILY DWELLING WITH TWO CAR ATTACHED GARAGE, LOCATED ON THE NORTH SIDE OF HELENE AVENUE, 150 FEET EAST OF PARK AVENUE. SEC 56, BLOCK 99, AND LOT (S) 77-80, A/K/A 2161 (AKA 7) HELENE 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," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 2161 (AKA 7) Helene Avenue, 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 September 5, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to have one (1) fifteen inch by thirty three inch (15" x 33") window boarded with one half inch (1/2") four (4) ply plywood, located at 2161 (AKA 7) Helene Avenue, 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 2161 (AKA 7) Helene Avenue, 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 # 12

Case # 6542

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE AND ONE HALF STORY WOOD FRAME ONE FAMILY DWELLING, LOCATED ON THE WEST SIDE OF NORTH BROOKSIDE AVENUE, 1125 FEET NORTH OF ALAHAMBRA ROAD. SEC 36, BLOCK 468, AND LOT (S) 418 & 443, A/K/A 475 NORTH BROOKSIDE 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 475 North Brookside Avenue, Roosevelt; 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 August 21, 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 for inspection survey, located at 475 North Brookside Avenue, Roosevelt;

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 475 North Brookside Avenue, Roosevelt, New York

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

NOW, THEREFORE, BE IT

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

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 12

Case # 6542

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 WITH ATTACHED GARAGE, LOCATED ON THE NORTHWEST CORNER OF SOUTHERN PARKWAY AND UNIONDALE AVENUE. SEC 36, BLOCK 135, AND LOT (S) 124, A/K/A 643 SOUTHERN PARKWAY, 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 643 Southern Parkway, 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 November 29, 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 doors secured with one half inch (1/2") four (4) ply plywood, located at 643 Southern Parkway, Uniondale;

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 643 Southern Parkway, 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 \$430.00 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 12

Case # 6542

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED TWO STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, LOCATED ON THE SOUTH SIDE OF SCANEATELES AVENUE, 102 FEET EAST OF MAHOPAC ROAD. SEC 35, BLOCK 415, AND LOT (S) 881, A/K/A 11 SCANEATELES AVENUE, WEST HEMPSTEAD, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 11 Scaneateles Avenue, West Hempstead; 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 18, 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 door secured with one half inch (1/2") four (4) ply plywood, located at 11 Scaneateles Avenue, West Hempstead;

WHEREAS, on November 23, 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 11 Scaneateles Avenue, West Hempstead;

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 11 Scaneateles Avenue, West Hempstead, New York

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$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: 12
Item #

Case # 6542

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING SPECIAL ASSESSMENT FOR PROFESSIONAL SERVICES RENDERED IN REGARD TO AN UNSAFE ONE 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," the Commissioner of the Department of Buildings deemed it necessary to inspect the unsafe structure located at 175 Barbara Lane, Levittown, Town of Hempstead, New York; and

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

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

WHEREAS, the Commissioner of the Department of Buildings directed the firm to provide professional architectural and engineering services for a site survey and report, regarding 175 Barbara Lane, Levittown; and

WHEREAS, on December 19, 2018, Cashin Associates, P.C., performed the surveying, architectural and engineering services directed by the Commissioner of the Department of Buildings and has submitted a bill for services rendered, in the amount of \$1,137.50; and

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$1,137.50, the cost associated with such services provided regarding 175 Barbara Lane, Levittown, New York.

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

NOW, THEREFORE, BE IT

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

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 13

Case # 6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

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

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

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

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

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

WHEREAS, on February 26, 2019, Cashin Associates, P.C., performed verbal testimony at the Town Board Hearing with regard to the Chapter 90 report and has submitted a bill for services rendered, in the amount of \$300.00; and

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$300.00, the cost associated with such services provided regarding 11 Scaneateles Avenue, West Hempstead, New York.

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

NOW, THEREFORE, BE IT

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

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 13

Case # 6542

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING THE
TRANSFER OF FUNDS FROM THE
PART TOWN FUND APPROPRIATED
FUND BALANCE ACCOUNT TO
THE PART TOWN PLANNING
AND ECONOMIC DEVELOPMENT
AFFORDABLE HOUSING CLOSINGS
COSTS LINE**

WHEREAS, Phase 14 of the Town's Affordable Housing project in the Roosevelt community was constructed to make new homes available to prospective home buyers meeting certain financial criteria established by HUD as low to moderate income; and

WHEREAS, some of the Phase 14 homes constructed encountered issues with water infiltration at the basement window wells which require remedial measures to correct; and

WHEREAS, the current transfer of funds from the Part Town Fund-Appropriated Fund Balance Account to the Part Town Undistributed Transfer-Federal Program Account is necessary to fund the remedial efforts on the above - mentioned basement window wells.

NOW, THEREFORE, BE IT

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

FROM:	030-5990 - Appropriated Fund Balance	\$50,000.00
TO:	030-006-8020-4401 - Affordable Housing Closing Costs	\$50,000.00

The foregoing resolution was adopted upon roll call as follows:

AYES: ()
NOES: ()

Item # 14
Case # 13106

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION ESTABLISHING FEES FOR SALE OF REFRESHMENTS TO SENIOR CITIZENS AT ALL SENIOR CITIZENS' SPECIALTY PROGRAMS.

WHEREAS, the Department of Senior Enrichment desires to establish fees for the sale of refreshments to senior citizens participating in all Senior Citizens' Specialty Programs during the period June 2, 2019 through June 3, 2020; And

WHEREAS, this Town board deems it in the public interest to establish the fees herein set forth;

NOW, THEREFORE, BE IT

RESOLVED, that the fees, including applicable sales taxes, for the sale of refreshments to senior citizens participating in all Senior Citizens' Specialty Programs of the Department of Senior Enrichment, during the period June 2, 2019 through June 3, 2020, be and the same hereby is established as follows:

hot beverages	\$1.00
cold beverages	\$1.50
cakes/muffins/Danish - assorted	\$2.00
bagel w/butter	\$1.00
hot dogs	\$2.00
yogurts	\$1.00
ice cream	\$3.00
fruit cup/pudding cup	\$1.00
potato chips/pretzels (bag)	\$1.00
cookies - assorted	\$1.00
rice krispy treats/granola bars	\$1.00
soft-baked pretzel	\$1.00
peanut butter & jelly sandwich	\$1.50
salad	\$2.50
salad with grilled chicken	\$3.50
grilled chicken sandwich	\$3.50
hamburger/cheeseburger	\$3.50
soup/chowder	\$3.00
weekly lunch platter w/drink	\$5.00
candies/chocolate bars/popcorn	\$2.00
ice cream/egg cream floats	\$3.00
snacks	\$1.00

and, BE IT FURTHER

RESOLVED, that all monies received from the sale of food shall be deposited daily in the Department of Senior Enrichment Fund Revenue Account Number 010-004-6772-1972, of the Town Of Hempstead.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 15

Case # 21564

ADOPTED:

offered the following resolution and moved
its adoption:

**RESOLUTION AUTHORIZING FEES FOR THE
SALE OF VARIOUS ARTS AND CRAFTS ITEMS
BY THE DEPARTMENT OF SENIOR ENRICHMENT**

WHEREAS, the Department of Senior Enrichment desires to authorize fees for the sale of various arts and crafts items to senior citizens attending senior citizens' programs at various senior centers, clubs and Summer Program at Lido Beach; and

WHEREAS, this Town Board deems that it is in the public interest to authorize such fees;

NOW, THEREFORE, BE IT

RESOLVED, that the following fees for sale of various arts and crafts items to senior citizens attending senior citizens' programs at various senior centers, clubs and Summer Program at Lido Beach, be and the same hereby are authorized as follows:

<u>Craft Items</u>	<u>Fees</u>	<u>Craft Items</u>	<u>Fees</u>
Memory glass	\$ 6.00	Cork/Paint stick bulletin board	\$ 3.00
Rock Painting	\$ 3.00	Memory Wire Bracelet	\$ 7.00
Trendy Wrap Bracelet	\$ 8.00	Memory Wire Necklace	\$ 4.00
Fall Placemat	\$ 3.00	Blue Tote Bag	\$ 8.00
Car Magnet	\$10.00	Necklace	\$ 8.00
<u>Paint Canvas</u>			
9"x12"	\$ 4.00		
12"x16"	\$ 4.25		
14"x18"	\$ 4.50		

and, BE IT FURTHER

RESOLVED, that the above fees include the applicable sales tax established by the State of New York; and

BE IT FURTHER

RESOLVED, that the monies received from the sale of the aforesaid items shall be deposited in the Department of Senior Enrichment Fund Revenue Account Number 010-004-6772-1972 of the Town Of Hempstead.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 16

Case # 21564

Adopted:

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

RESOLUTION AUTHORIZING THE COMMISSIONER OF THE DEPARTMENT OF PARKS AND RECREATION TO EXECUTE A SERVICE AGREEMENT FROM FULL SPECTRUM CONTRACTING INC., FOR THE SERVICE , REPAIR AND MONITORING OF THE DE FILTRATION SYSTEMS OF THREE POOLS - NEWBRIDGE ROAD POOL, OCEANSIDE POOL, AND VETERANS MEMORIAL POOL, FROM APRIL 2019 THROUGH OCTOBER 2019.

WHEREAS, Full Spectrum Contracting Inc., 90 High Street, Huntington NY, 11743, has submitted an agreement for the service, repair and monitoring of DDE Filtration Systems for three pools in the Department of Parks and Recreation; and

WHEREAS, this service is necessary for the operation of these pools during the summer season; and

WHEREAS, Full Spectrum Contracting Inc., is the only authorized vendor to service the operation of the Digital DE Pool Control systems; and

WHEREAS, Full Spectrum Contracting Inc will be responsible for each of the following services:

- Start up & check all DDE systems prior to season start
- Archive & reinitialize software before season start up
- Test remote field sensors
- Install new sonic heads as necessary
- Check all sonic tubes, replace as necessary
- Replace printer ribbons if needed
- Remote supervision of pools on a daily basis
- 24 hour/7 days a week pager trouble notification monitoring
- Testing UPS batteries, replace as necessary
- Shutdown & mothball of DDE systems at seasons end; and

WHEREAS, the cost of said Service Agreement is \$11,946.00 from April 2019 through October 2019; and

WHEREAS, all parts & materials will be charged separately at cost + 10%. A maximum cost per site per year will be \$4,000.00 if needed.

NOW, THEREFORE, BE IT

RESOLVED, that the service contract submitted by Full Spectrum Contracting, Inc. for the service of DDE Filtration Systems at Newbridge, Oceanside, and Veterans Memorial Pools be accepted; and

BE IT FURTHER

RESOLVED, that the Commissioner of the Department of Parks & Recreation be and is hereby authorized to accept and execute such agreement and that the services be charged against Parks and Recreation Code 400-007-7110- 4720 - Pool Maintenance.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 17

Case # 24883

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE RENEWAL OF AN AGREEMENT WITH LANROVER NETWORK SERVICES, INC. TO MAINTAIN THE VOIP PHONES UNDER NEW YORK STATE CONTRACT PM21290.

WHEREAS, the Town of Hempstead (the "Town") had an agreement with LANRover Network Services, Inc. 85 S Snedecor Ave., Bayport, NY 11705, for the maintenance of the VOIP Phones under New York State Contract PM21290 (the "Maintenance Agreement"); and

WHEREAS, the Maintenance Agreement will expire on May 31, 2019; and

WHEREAS, the Town requires the continued maintenance of the VOIP Phones (the "Services"); and

WHEREAS, the State of New York awarded a contract for the Services to LANRover Network Services, Inc.; and

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

WHEREAS, this Board wishes to authorize the use of the agreement between the State of New York and LANRover Network Services, Inc. for the provision of the Services for the duration of the contract's term (the "Agreement").

NOW, THEREFORE, BE IT

RESOLVED, that the renewal of the Maintenance Agreement under New York State Contract PM21290 is authorized; and be it further

RESOLVED, that the Town Board authorizes the Commissioner to execute a renewal to the Maintenance Agreement, and/or such other documents as may be required, with LANRover Network Services, Inc. 85 S Snedecor Ave., Bayport, NY 11705 to provide the Services; and be it further

RESOLVED, that the Comptroller is authorized and directed to make payment from the Department of Information and Technology account 010-001-1680-4030 in an amount not to exceed \$56,974.89.

Item #

18

Case #

14301

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Adopted:

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

**RESOLUTION ACCEPTING A BID FOR REPAIR
SERVICE FOR COMMERCIAL GRADE TURF EQUIPMENT,
CONTRACT #39-2019.**

WHEREAS, the Department of Purchasing, on behalf of the Department of Parks and Recreation, advertised for bids for yearly requirements for repair service for commercial grade turf equipment; and

WHEREAS, the sole bid submitted pursuant to such advertisement was opened and referred to the Department of Parks and Recreation for examination and report:

All Island Equipment Corp.,
39 Jersey Street
West Babylon, N.Y., 11704

Rates for servicing Hustler Equipment, Excel Equipment, Massey Ferguson Tractors, Puckett Graders, and Continental Tractors & Equipment are as follows:

Labor Rate	\$ 175.00 per hour
Round Trip Pick-up and Delivery Charge of Equipment (as many units as can reasonably fit in standard pick-up truck or trailer, not per piece)	\$ 450.00

and

WHEREAS, the Commissioner of the Department of Parks and Recreation has reported that the bid submitted by All Island Equipment Corp., 39 Jersey Street, West Babylon, N.Y., 11704 was the sole bidder and has recommended acceptance of said bid to the Town Board and it appears that said bidder is duly qualified.

NOW, THEREFORE, BE IT

RESOLVED, that the bid from All Island Equipment Corp, be accepted and approved;
and

BE IT FURTHER

RESOLVED, that the Town Comptroller be and is hereby authorized to accept such bid and that payments be charged against Parks and Recreation Code 400-007-7110-4030 - Maintenance of Equipment.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 49

Case # 16905

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE SUPERVISOR TO ENTER INTO A CONTRACT WITH BELMONT CHILD CARE ASSOCIATION, INC. FOR A GRANT FOR SERVICES TO YOUTH IN THE UNINCORPORATED AREA OF ELMONT, NEW YORK.

WHEREAS, BELMONT CHILD CARE ASSOCIATION, INC. having a principal office at 2150 Hempstead Turnpike, Belmont Park, Gate 6, Elmont, New York, has for a number of years conducted a variety of programs that benefit the youth of the Elmont area; and

WHEREAS, BELMONT CHILD CARE ASSOCIATION, INC. is making application to the Town of Hempstead for a grant of funds to assist it in the conduct of its programs through the year January 1, 2019 through December 31, 2019, in the unincorporated community of Elmont; and

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

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor is hereby authorized to enter into a contract between the Town of Hempstead and BELMONT CHILD CARE ASSOCIATION, INC., providing for a grant not to exceed the amount of TWO THOUSAND FIVE HUNDRED and 00/100 (\$2,500.00) DOLLARS to be used in its 2019 youth program;

BE IT FURTHER RESOLVED, that the Town pay to BELMONT CHILD CARE ASSOCIATION, INC. in the sum of TWO THOUSAND FIVE HUNDRED (\$2,500.00) DOLLARS, which shall be charged against the appropriate Community Development Block Grant account upon submission of the appropriate claim form and required substantiation approved by the Commissioner of the Department of Planning and Economic Development.

The foregoing resolution was adopted upon roll call as follows:

AYES: ()

NOES: ()

Doc. No. 19-006

Item # 20

Case # 13584

CONTRACT FOR PROFESSIONAL SERVICES
By and Between
TOWN OF HEMPSTEAD
And
BELMONT CHILD CARE ASSOCIATION, INC.

AGREEMENT made the _____ day of _____, 2019, by and between the Town of Hempstead (hereinafter "Town"), a domestic municipal corporation having its principal offices at One Washington Street, Hempstead, New York, and Belmont Child Care Association, Inc. (hereinafter "Belmont"), a not-for-profit organization having its principal office at 2150 Hempstead Turnpike, Belmont Park, Gate 6, Elmont, New York 11003.

WITNESSETH THAT:

WHEREAS, Belmont has conducted basic community services and programs for the benefit of youth in the unincorporated area of Elmont; and

WHEREAS, Belmont has requested the Town to provide a grant of TWO THOUSAND FIVE HUNDRED and 00/100 (\$2,500.00) DOLLARS to assist in the operation of its 2019 program; and

WHEREAS, the Town Board deeming it to be in the public interest to grant such request has authorized the Supervisor to enter into a contract between the Town and Belmont,

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

1. Belmont agrees to continue its operations located at 2150 Hempstead Turnpike, Belmont Park, Gate 6, Elmont, New York 11003, during the term of this agreement.

2. Belmont agrees to continue its basic community services and other programs for youth in the unincorporated area of Elmont.

3. Belmont agrees that such youth programs will be supervised and directed by competent adult personnel.

4. Belmont agrees that the programs and services shall be monitored and evaluated by the Department of Planning and Economic Development of the Town.

5. Belmont agrees not to assign, transfer or hypothecate this agreement or any interest therein, in whole or in part, by agreement or novation.

6. Belmont agrees that at all times, it shall be deemed to be an independent contractor and shall not in any manner by its actions or deeds commit the Town to any obligation irrespective of the nature thereof, and that Belmont shall not, at any time, for any purpose, be deemed an agent, servant or employee of the Town.

7. Belmont agrees to indemnify the Town of Hempstead, its agents, its servants and employees from any and all claims of liability for bodily injury and damage to property caused by the negligence of the agents, servants and employees of Belmont resulting from its operation, use and maintenance of the facilities at Belmont. In addition, Belmont agrees, prior to the commencement of this agreement or any renewal thereof, at its own cost and expense, to obtain policies of insurance insuring Belmont and the Town of Hempstead against any claims from any and all persons for bodily injury and property damage. Such policies shall have limits with respect to personal injuries of \$1,000,000.00 per occurrence and shall also insure against property damage to the limit of \$100,000.00 in respect to any one accident. Certificates of Insurance duly reflecting this provision of this agreement shall be delivered to the Town by Belmont simultaneously with the execution of this agreement.

8. Belmont agrees that it shall at all times keep and maintain full and complete books and records of accounts in accordance with accepted accounting practices and such other records as may be prescribed by the Comptroller of the Town to reflect complete and true accountability for

the funds which the Town shall grant under this contract. Belmont shall, upon expenditure of the grant, provide the Department of Planning and Economic Development with a detailed report of the expenditures made.

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

10. Belmont agrees that in performance of its services it will comply with provisions of the Labor Law and Workers Compensation Law of the State of New York if such may be applicable to its operations.

11. The Town agrees to pay Belmont for the services provided by this agreement the sum of TWO THOUSAND FIVE HUNDRED (\$2,500.00) DOLLARS.

12. It is expressly understood and agreed that this agreement may be terminated by the Town without prior notice if the operations conducted by Belmont do not meet with the complete satisfaction of the Town Board for any reason whatsoever.

13. The terms of this agreement shall commence January 1, 2019 and terminate on the 31st day of December 2019.

IN WITNESS WHEREOF, the parties herein have signed this Agreement the day and year first written above.

TOWN OF HEMPSTEAD

by:

Laura A Gillen
Supervisor

**BELMONT CHILD CARE
ASSOCIATION, INC.**

by:

Joanne K. Adams
JOANNE K. ADAMS
Executive Director

APPROVED AS TO
Available Funds
Date 5/29/19
Cheryl Petri
Cheryl Petri
Counsel to Comptroller

Doc. No. 19-006

APPROVED AS TO CONTENT
DATE 5-15-19
Katrina R. Brooks
DEPT. OF PLANNING & ECONOMIC DEVELOPMENT

APPROVED AS TO FORM

Charles O. Heine
SENIOR DEPUTY TOWN ATTORNEY
DATE 5/16/19

APPROVED

Dominick A. Longobardi
DOMINICK A. LONGOBARDI
DEPUTY TOWN COMPTROLLER

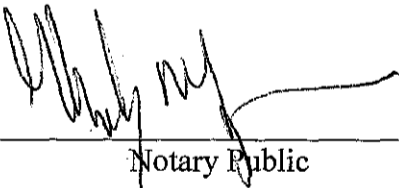
STATE OF NEW YORK)
 : ss.:
COUNTY OF NASSAU)

On this day of , 2019, before me personally came LAURA A. GILLEN, to me known and known to be the Supervisor of the Town of Hempstead, Nassau County, New York and being by me duly sworn, did depose and say that she resides at 1 Washington Street, Hempstead, New York 11550; that she is the Supervisor of the Town of Hempstead, Nassau County, New York, and that she knows the corporate seal of said corporation; that the seal affixed to said agreement is such corporate seal; that it was so affixed by order of the Town Board of the Town Of Hempstead, Nassau County, New York, and that by like order she thereunto signed her name and official designation.

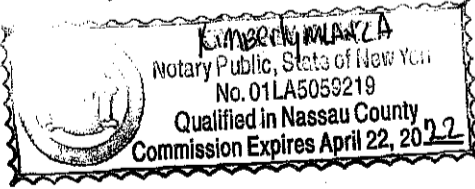
Notary Public

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

On this 24 day of April, 2019, before me personally came Joanne K. Adams to me known, who being by me duly sworn did depose and say that she resides at 24 Hampton Rd, Garden City, NY and she is the Executive Director of the Belmont Child Care Association, Inc., the corporation described in and which executed the foregoing instrument.



Notary Public



CASE NO.

RESOLUTION NO.

Adopted:

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

RESOLUTION AUTHORIZING THE DEPARTMENT OF HUMAN RESOURCES TO EXECUTE A PERSONAL SERVICE CONTRACT WITH THE CORPORATION OF EMPOWER ME COACHING, LLC, FOR HUMAN RESOURCES RELATED CONSULTING SERVICES FOR THE YEAR 2019

WHEREAS, it is necessary to employ a human resources consultant to provide advice with regard to human resource practices, employment and civil service procedures and laws, as well as town policies related to personnel and health administration.

WHEREAS, the corporation of Empower Me Coaching, LLC, has an extensive background and experience in all phases of employment, and is deemed to be highly qualified to act as human resources consultant to Town, and

WHEREAS, this Town Board deems it to be in the public interest to engage the corporation of Empower Me Coaching, LLC, for the purpose of rendering consultation and advice in the field of human resources and employment for the year 2019.

NOW THEREFORE, BE IT

RESOLVED, the Department of Human Resources, hereby is authorized to execute a contract for human resources consulting services by and between the Town of Hempstead, and Empower Me Coaching, LLC, 50 Little Neck Road, Centerport, N.Y. 11721, for the purpose of rendering consultation and assistance in the area of human resources and employment practices for the calendar year 2019 and BE IT FURTHER

RESOLVED, that the Department of Human Resources, hereby is authorized to make payments in the amount Of \$150.00 per hour not to exceed \$300.00 for services rendered and BE IT FURTHER

RESOLVED, that said fee shall be paid from the General Fund "Fees and Services", account number 010-012-9000-4151.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 21

Case # 29840

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE EXECUTION OF PROFESSIONAL SERVICES AGREEMENTS FOR TRANSCRIPTION SERVICES.

WHEREAS, the Town of Hempstead is in need of professional transcription services for meetings of the Town Board and the Board of Zoning Appeals (the "BZA"), and at hearings and depositions scheduled by the Town (the "Services"); and

WHEREAS, the Division of Purchasing solicited proposals for TOH Contract#: 33-2019, Professional Transcription Services; and

WHEREAS, proposals were received and opened on March 29, 2019; and

WHEREAS, upon review of the proposals, a committee composed of members of the Department of General Services, the Office of the Town Attorney, the Board of Zoning Appeals, and the offices of the Supervisor and Town Board (the "Committee") has recommended that the Town enter into agreements (the "Agreements") with the following firms at the rates set forth below or as otherwise indicated in the proposals, to provide the Services on an as-needed basis:

	<u>Town Board</u>	<u>BZA</u>	<u>Hearings/ Depositions</u>
Excel Reporting, Inc. 56 Prospect Avenue East Rockaway, NY 11518	Appearance Fee: \$75.00(7:00PM meetings: \$175) After Hours Fee: \$75.00 Per page: Electronic (standard): \$5.80 Electronic with printed transcript: \$5.40 Cancellation Fee:\$95.00 Minimum Service Fee: \$95.00		Appearance Fee: \$30.00 After Hours Fee: \$30.00 Per page: Printed transcript: \$3.70 Cancellation Fee:\$95.00 Minimum Service Fee: \$95.00
North Shore Court Reporters 28 Maple Place, #382 Manhasset, NY 11030	Appearance Fee: \$150.00(7:00PM meetings: \$249) Per page: Electronic (standard): \$5.95 Electronic with printed transcript: \$5.95 Cancellation Fee:\$0.00 Minimum Service Fee: \$100.00		Appearance Fee: \$60.00 After Hours Fee: \$45.00 Per page: Printed transcript: \$5.40 Cancellation Fee:\$0.00 Minimum Service Fee: \$100.00
Steno-graphics 84 Redwood Lane Massapequa Park, NY 11762		Appearance Fee: \$75.00 After Hours Fee: \$6.75/page after 6:00PM Per page: Electronic: \$6.00 Printed: \$6.00 Cancellation Fee:\$75.00 Minimum Service Fee: \$175.00	

(Table continued on following page)

Item # 22

Case # 12263

(Table continued from previous page)

	Town Board	BZA	Hearings/ Depositions
<u>Alliance Reporting Service, Inc.</u> 102 Third Street Mineola, NY 11501			Appearance Fee: \$0.00 After Hours Fee: \$0.00 Per page: Printed transcript: \$5.49 Cancellation Fee: \$100.00 Minimum Service Fee: \$100.00
<u>Top Key Reporting, Inc.</u> 1010 Franklin Ave., Suite 410 Garden City, NY 11530			Appearance Fee: \$75.00 After Hours Fee: \$100.00 Per page: Printed transcript: \$5.70 (\$5.90 after 20 days) Cancellation Fee: \$175.00 Minimum Service Fee: \$175.00-\$375.00

; and

WHEREAS, this Town Board finds it to be in the best interests of the Town to authorize the Agreements.

NOW, THEREFORE, BE IT

RESOLVED, that the Agreements be and are hereby authorized for a term of one year, with an option to extend the term of the Agreements for two additional one year periods, at the sole discretion of the Town Board; and be it further

RESOLVED, that the Town Supervisor is hereby authorized and directed to execute the Agreements on behalf of the Town, which Agreements shall be on file with the Office of the Town Clerk, and to take such other action as may be necessary to effectuate the foregoing; and be it further

RESOLVED, that the Comptroller is hereby authorized and directed to make payment of the monies due and owing pursuant to the Agreements, if any, out of the appropriate designated departmental Fees & Services Account upon receipt of certified claims therefore.

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 RATIFYING AND CONFIRMING THE
PAYMENT OF MEMBERSHIP DUES TO THE
NASSAU SUFFOLK TOWN CLERK'S ASSOCIATION
FOR THE PERIOD JULY 1, 2019 THROUGH
JUNE 30, 2020

WHEREAS, the dues for membership in the Nassau
Suffolk Town Clerk's Association for the year commencing
July 1, 2019 and ending June 30, 2020 are \$50.00; and

WHEREAS, it is deemed advantageous to the Town
and in the public interest to continue membership in said
Association;

NOW, THEREFORE, BE IT

RESOLVED, that the Town Clerk is hereby
authorized to retain membership in the Nassau Suffolk Town
Clerk's Association, c/o Town Clerk Wayne H. Wink, Jr., Town of
North Hempstead, P.O. Box 3000, 200 Plandome Road,
Manhasset, New York 11033; and

BE IT FURTHER

RESOLVED, that the said sum shall be a charge
against and paid out of the Office of the Town Clerk Account No.
#010-001-1410-4040.

The foregoing resolution was adopted upon roll call
as follows:

AYES:

NOES:

Item #

23

Case #

6892

Adopted:

Council
moved for its adoption:

offered the following resolution and

RESOLUTION ADOPTING A S.E.Q.R. NEGATIVE DECLARATION AND DETERMINATION OF NON-SIGNIFICANCE IN CONNECTION WITH AN APPLICATION FOR SITE PLAN APPROVAL FOR A PARCEL OF LAND LOCATED IN UNIONDALE, COUNTY OF NASSAU, STATE OF NEW YORK.

WHEREAS, the applicant, Kellenberg Memorial High School, has submitted to the Town of Hempstead an application for Site Plan Approval (Building Permit App. No. 2019-03658) for a parcel of land located on the corner of Glenn Curtis Boulevard and the Meadowbrook Parkway, Uniondale, New York; and

WHEREAS, the purpose of the Proposed Site Plan Approval is to allow for the construction of a 217 stall parking lot adjacent to an existing athletic field, the replacement of existing bleachers and the re-alignment of an existing pole vault runway; and

WHEREAS, the applicant has submitted to the Town of Hempstead an Environmental Assessment Form (E.A.F.); and

WHEREAS, said E.A.F. has been reviewed by the Town Attorney of the Town of Hempstead and his staff and the significance of all environmental considerations, including those enumerated in 6NYCRR part 617.7c, have been thoroughly evaluated to ascertain whether adverse environmental impacts will result; and

WHEREAS, the proposed action is an Unlisted Action as defined in 6NYCRR Part 617; and

WHEREAS, upon completion of said review, the Town Attorney has made a recommendation to the Town Board; and

WHEREAS, the Town Board, after due consideration of the recommendation of said Town Attorney considers the project to be an Unlisted Action and will not have a significant effect on the environment for the following reasons:

The Proposed Action will not result in any significant physical alterations to the site.

The Proposed Action will not have a significant adverse environmental impact on any Critical Environmental Area.

The Proposed Action will not have a significant adverse environmental impact on any unique or unusual land forms.

The Proposed Action will not have a significant adverse environmental impact on any water body designated as protected.

The Proposed Action will not have a significant adverse environmental impact on any non-protected existing or new body of water.

The Proposed Action will not have a significant adverse environmental impact on surface or groundwater quality or quantity.

The Proposed Action will not have a significant adverse environmental impact on or alter drainage flow or patterns, or surface water runoff.

Item # 24

Case # 30133

The Proposed Action will not have a significant adverse environmental impact on air quality.

The Proposed Action will not have a significant adverse environmental impact on any threatened or endangered species.

The Proposed Action will not have a significant adverse environmental impact on agricultural land resources.

The Proposed Action will not have a significant adverse environmental impact on aesthetic resources.

The Proposed Action will not have a significant adverse environmental impact on any site or structure of historic, prehistoric or paleontological importance.

The Proposed Action will not have a significant adverse environmental impact on the quantity or quality of existing or future open spaces or recreational opportunities.

The Proposed Action will not have any significant adverse environmental impact on existing transportation systems.

The Proposed Action will not have a significant adverse environmental impact on the community's sources of fuel or energy supply.

The Proposed Action will not have a significant adverse environmental impact as a result of objectionable odors, noise or vibration.

The Proposed Action will not have a significant adverse environmental impact on the public health and safety.

The Proposed Action will not have a significant adverse environmental impact on the character of the existing community.

NOW, THEREFORE, BE IT

RESOLVED, that this Town Board is "Lead Agency" for the Proposed Site Plan Approval for said parcel of land located in Uniondale, New York; and

BE IT FURTHER

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

RESOLVED, that the Town Board hereby declares that a Declaration of Non-Significance in connection with the Proposed Site Plan Approval is consistent with considerations of public interest; and BE IT FURTHER

RESOLVED, that the S.E.Q.R. process has been satisfied and completed with the completion of the above-mentioned review and duly approved Negative Declaration.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Adopted:

Council
moved for its adoption:

offered the following resolution and

RESOLUTION ADOPTING A S.E.Q.R. NEGATIVE DECLARATION AND DETERMINATION OF NON-SIGNIFICANCE IN CONNECTION WITH AN APPLICATION FOR SITE PLAN APPROVAL FOR A PARCEL OF LAND LOCATED IN UNIONDALE, COUNTY OF NASSAU, STATE OF NEW YORK.

WHEREAS, the applicant, Kellenberg Memorial High School, has submitted to the Town of Hempstead an application for Site Plan Approval (Building Permit App. No. 2019-03660) for a parcel of land on the southwest of Hempstead Turnpike and Glenn Curtis Boulevard, Uniondale, New York; and

WHEREAS, the purpose of the Proposed Site Plan Approval is to allow for the construction of two turf multi-use sports fields, six tennis courts and a 35 car parking lot on the site that contains two grass multi-use sports fields; and

WHEREAS, the applicant has submitted to the Town of Hempstead an Environmental Assessment Form (E.A.F.); and

WHEREAS, said E.A.F. has been reviewed by the Town Attorney of the Town of Hempstead and his staff and the significance of all environmental considerations, including those enumerated in 6NYCRR part 617.7c, have been thoroughly evaluated to ascertain whether adverse environmental impacts will result; and

WHEREAS, the proposed action is an Unlisted Action as defined in 6NYCRR Part 617; and

WHEREAS, upon completion of said review, the Town Attorney has made a recommendation to the Town Board; and

WHEREAS, the Town Board, after due consideration of the recommendation of said Town Attorney considers the project to be an Unlisted Action and will not have a significant effect on the environment for the following reasons:

The Proposed Action will not result in any significant physical alterations to the site.

The Proposed Action will not have a significant adverse environmental impact on any Critical Environmental Area.

The Proposed Action will not have a significant adverse environmental impact on any unique or unusual land forms.

The Proposed Action will not have a significant adverse environmental impact on any water body designated as protected.

The Proposed Action will not have a significant adverse environmental impact on any non-protected existing or new body of water.

The Proposed Action will not have a significant adverse environmental impact on surface or groundwater quality or quantity.

The Proposed Action will not have a significant adverse environmental impact on or alter drainage flow or patterns, or surface water runoff.

The Proposed Action will not have a significant adverse environmental impact on air quality.

The Proposed Action will not have a significant adverse environmental impact on any threatened or endangered species.

The Proposed Action will not have a significant adverse environmental impact on agricultural land resources.

The Proposed Action will not have a significant adverse environmental impact on aesthetic resources.

The Proposed Action will not have a significant adverse environmental impact on any site or structure of historic, prehistoric or paleontological importance.

The Proposed Action will not have a significant adverse environmental impact on the quantity or quality of existing or future open spaces or recreational opportunities.

The Proposed Action will not have any significant adverse environmental impact on existing transportation systems.

The Proposed Action will not have a significant adverse environmental impact on the community's sources of fuel or energy supply.

The Proposed Action will not have a significant adverse environmental impact as a result of objectionable odors, noise or vibration.

The Proposed Action will not have a significant adverse environmental impact on the public health and safety.

The Proposed Action will not have a significant adverse environmental impact on the character of the existing community.

NOW, THEREFORE, BE IT

RESOLVED, that this Town Board is "Lead Agency" for the Proposed Site Plan Approval for said parcel of land located in Uniondale, New York; and

BE IT FURTHER

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

RESOLVED, that the Town Board hereby declares that a Declaration of Non-Significance in connection with the Proposed Site Plan Approval is consistent with considerations of public interest; and BE IT FURTHER

RESOLVED, that the S.E.Q.R. process has been satisfied and completed with the completion of the above-mentioned review and duly approved Negative Declaration.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

CASE NO.:

RESOLUTION NO.

Council
following resolution and moved for its adoption:

offered the

RESOLUTION AUTHORIZING THE EXECUTION OF A
BOUNDARY LINE AGREEMENT AFFECTING PROPERTY
LOCATED AT THIXTON CREEK, EAST ROCKAWAY, NEW
YORK, SUBJECT TO A PERMISSIVE REFERENDUM

WHEREAS, a dispute exists as to the precise location of
the boundary line of lands belonging to Cara Filomio residing at 32 Everdell
Road, East Rockaway, New York, and lands of the Town; and

WHEREAS, the aforesaid Cara Filomio has submitted a
boundary line agreement duly executed by her in settlement of the said dispute;
and

WHEREAS, said boundary line agreement would fix the
location of the title line of said lands of Cara Filomio and the Town along the
bank of Thixton Creek, East Rockaway, Town of Hempstead, County of Nassau,
New York: and

WHEREAS, in said boundary line agreement, the Town
quitclaims to Cara Filomio, its right, title and interest in and to any of the lands
lying and being at East Rockaway, Town of Hempstead, County of Nassau, and
State of New York, being a part of Thixton Creek, comprising 820 square feet,
described as follows:

KNOWN AS LOTS 30-35, INCLUSIVE & P/O
139, BLOCK 62, SECTION 42 OF THE
NASSAU COUNTY LAND AND TAX MAP

All that certain plot, piece or parcel of land, with the
buildings and improvements thereon erected, situate, lying and
being at East Rockaway, Town of Hempstead, County of Nassau
and State of New York, being known as and by Lots Numbered
30-35 inclusive in Block 14 as designated on a certain map
entitled "Cape Cod", and filed in the Office of the Clerk of the
County of Nassau on October 15, 1935 as Case Number 849, and
Described Property being known as Part of Tax Lot 139, said lots
when taken together being more particularly bounded and
described as follows:

DESCRIPTION OF REAL PROPERTY

KNOWN AS PART OF THIXTON
CREEK ADJACENT TO LOTS 30
& 31, BLOCK 62, SECTION 42
OF THE NASSAU COUNTY
LAND AND TAX MAP

All that certain plot, piece or parcel of land, situate, lying
and being at East Rockaway, Town of Hempstead, County of
Nassau and State of New York, being known as and by a portion
of Thixton Creek adjacent to Lots 30 and 31 in Block 14 as
designated on a certain map entitled "Cape Cod", filed in the
Office of the Clerk of the County of Nassau on October 15, 1935

Item #

26

Case #

30134

1935 as Case Number 849, said described property being known as part of Thixton Creek, being more particularly bounded and described as follows:

COMMENCING at the corner formed by the intersection of the westerly side of Seawane Road with the northerly side of Everdell Road and proceeding along the following three (3) courses:

1. RUNNING THENCE along the northerly side of Everdell Road, North 62 degrees 14 minutes 43 seconds West, a distance of 60.00 feet;
2. Thence North 27 degrees 45 minutes 17 seconds East, a distance of 100.00 feet;
3. Thence North 62 degrees 14 minutes 43 seconds West, a distance of 90.00 feet to the northeast corner of the parcel described herein and the true point or place of BEGINNING;

RUNNING THENCE from said Point of Beginning the following three (3) courses;

1. Along the approximate shore line of Thixton Creek as it appears on the abovementioned map of "Cape Cod" to the existing timber bulkhead;
2. Thence along said timber bulkhead, North 51 degrees 04 minutes 17 seconds East, a distance of 67.70 feet;
3. South 62 degrees 14 minutes 43 seconds East, a distance of 15.40 feet to the point or place of BEGINNING.

Containing within said bounds 820 Sq. Ft. or 0.019 Acres, more or less.

and BE IT FURTHER

RESOLVED, that Cara Filomio hereby quitclaims to the Town of Hempstead all of her rights, title and interest in and to lands along the south easterly shore of Thixton Creek, East Rockaway, New York, comprising 680 square feet described as follows:

DESCRIPTION OF REAL PROPERTY

KNOWN AS PART OF LOTS 30 & 139, BLOCK 62, SECTION 42 OF THE NASSAU COUNTY LAND AND TAX MAP

All that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being at East Rockaway, Town of Hempstead, County of Nassau and State of New York, being known as and by Part of Lot 30 in Block 14 as designated on a certain map entitled "Cape Cod", and filed in the Office of the Clerk of the County of Nassau on October 15, 1935 as Case Number 849, and Described Property being known as Part of Tax Lot 139, said lots when taken together being more particularly bounded and described as follows:

COMMENCING at a point on the northerly side of Everdell Road distant 60.00 feet westerly from the corner

formed by the intersection of the westerly side of Seawane Road with the northerly side of Everdell Road and proceeding along the following five (5) courses, the first three (3) of which are as measured along the northerly and westerly side of Everdell Road:

1. RUNNING THENCE North 62 degrees 14 minutes 43 seconds West, a distance of 41.79 feet to the beginning of a non-tangent curve;
2. Along the arc of a curve bearing to the left having a radius of 44.00 feet and a length of 71.17 feet to a point of non-tangency;
3. North 62 degrees 14 minutes 43 seconds West, a distance of 23.34 feet to the westerly terminus of Everdell Road;
4. South 27 degrees 45 minutes 17 seconds West, along the westerly terminus of Everdell Road a distance of 35.00 feet;
5. North 62 degrees 14 minutes 43 seconds West, a distance of 2.83 feet to the corner of the parcel described herein and the true point or place of BEGINNING;

RUNNING THENCE from said Point of Beginning the following five (5) courses;

1. North 62 degrees 14 minutes 43 seconds West, a distance of 17.17 feet;
2. North 27 degrees 45 minutes 17 seconds East, a distance of 25.00 feet;
3. South 62 degrees 14 minutes 43 seconds East, a distance of 3.00 feet;
4. North 46 degrees 27 minutes 25 seconds East, a distance of 39.93 feet;
5. South 26 degrees 30 minutes 16 seconds West, a distance of 62.84 feet to the point or place of BEGINNING.

Containing within said bounds 680 Sq. Ft. or 0.016 Acres, more or less.

WHEREAS, because this agreement will result in a net increase of 140 square feet to the parcel as a result of the exchange, Cara Filomio has agreed to pay the Town for the parcel at a rate of Seven dollars and eleven cents (\$7.11) per square foot of land; for a total of \$995.40 and

WHEREAS, the Town Board finds it to be in the best interest of the Town to establish the boundary line between the lands of Cara Filomio and the Town, and fix the location of the title line of the shoreline at Thixton Creek;

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board authorizes the Presiding Supervisor to execute said boundary line agreement with Cara Filomio on behalf of the Town; and, BE IT FURTHER

RESOLVED, that the Town Clerk be and hereby is authorized and directed to record the said boundary line agreement, following its execution by the Supervisor, in the office of the Clerk of the County of Nassau, at the expense of Cara Filomio; and, BE IT FURTHER

RESOLVED, that this resolution shall take effect thirty (30) days after its adoption unless within thirty (30) days after its adoption there shall be filed with the Town Clerk in accordance with Article 7 of the Town Law, a petition signed and acknowledged by the electors of the Town of the number required by law, protesting against this resolution and requesting that it be submitted to the electors of the Town, voting on a proposition for its approval at a referendum held in accordance with the said Town Law.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

WHEREAS, said AK Associates, has prepared a survey showing the boundary lines between the areas above mentioned, a copy of which survey filed October 15, 1935 and revised February 13, 2019, is annexed hereto, made a part hereof and marked Exhibit "A".

WHEREAS, the Town of Hempstead has agreed to release and quitclaim all its right, title and interest in any underwater lands and being at East Rockaway, Town of Hempstead, County of Nassau and State of New York, being a part of Thixton Creek, comprising an area of approximately 820 square feet, described as follows:

DESCRIPTION OF REAL PROPERTY

KNOWN AS PART OF THIXTON CREEK ADJACENT
TO LOTS 30 & 31, BLOCK 62, SECTION 42
OF THE NASSAU COUNTY LAND AND TAX MAP

All that certain plot, piece or parcel of land, situate, lying and being at East Rockaway, Town of Hempstead, County of Nassau and State of New York, being known as and by a portion of Thixton Creek adjacent to Lots 30 and 31 in Block 14 as designated on a certain map entitled "Cape Cod", filed in the Office of the Clerk of the County of Nassau on October 15, 1935 as Case Number 849, said described property being known as part of Thixton Creek, being more particularly bounded and described as follows:

COMMENCING at the corner formed by the intersection of the westerly side of Seawane Road with the northerly side of Everdell Road and proceeding along the following three (3) courses:

1. RUNNING THENCE along the northerly side of Everdell Road, North 62 degrees 14 minutes 43 seconds West, a distance of 60.00 feet;
2. Thence North 27 degrees 45 minutes 17 seconds East, a distance of 100.00 feet;

3. Thence North 62 degrees 14 minutes 43 seconds West, a distance of 90.00 feet to the northeast corner of the parcel described herein and the true point or place of BEGINNING;

RUNNING THENCE from said Point of Beginning the following three (3) courses;

1. Along the approximate shore line of Thixton Creek as it appears on the abovementioned map of "Cape Cod" to the existing timber bulkhead;
2. Thence along said timber bulkhead, North 51 degrees 04 minutes 17 seconds East, a distance of 67.70 feet;
3. South 62 degrees 14 minutes 43 seconds East, a distance of 15.40 feet to the point or place of BEGINNING.

Containing within said bounds 820 Sq. Ft. or 0.019 Acres, more or less.

WHEREAS, Cara Filomio hereby quitclaims to the Town of Hempstead all of her rights, title and interest in and to along the easterly shore of Thixton Creek, East Rockaway, New York comprising of 680 square feet, described as follows:

DESCRIPTION OF REAL PROPERTY

KNOWN AS PART OF LOTS 30 & 139, BLOCK 62,
SECTION 42 OF THE NASSAU COUNTY LAND AND
TAX MAP

All that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being at East Rockaway, Town of Hempstead, County of Nassau and State of New York, being known as and by Part of Lot 30 in Block 14 as designated on a certain map entitled "Cape Cod", and filed in the Office of the Clerk of the County of Nassau on October 15, 1935 as Case Number 849, and Described Property being known as Part of Tax Lot 139, said lots when taken together being more particularly bounded and described as follows:

COMMENCING at a point on the northerly side of Everdell Road distant 60.00 feet westerly from the corner formed by the intersection of the westerly side of Seawane Road with the northerly side of Everdell Road and proceeding along the following five (5) courses, the first three (3) of which are as measured along the northerly and westerly side of Everdell Road:

1. RUNNING THENCE North 62 degrees 14 minutes 43 seconds West, a distance of 41.79 feet to the beginning of a non-tangent curve;
2. Along the arc of a curve bearing to the left having a radius of 44.00 feet and a length of 71.17 feet to a point of non-tangency;
3. North 62 degrees 14 minutes 43 seconds West, a distance of 23.34 feet to the westerly terminus of Everdell Road;
4. South 27 degrees 45 minutes 17 seconds West, along the westerly terminus of Everdell Road a distance of 35.00 feet;
5. North 62 degrees 14 minutes 43 seconds West, a distance of 2.83 feet to the corner of the parcel described herein and the true point or place of BEGINNING;

RUNNING THENCE from said Point of Beginning the following five (5) courses;

1. North 62 degrees 14 minutes 43 seconds West, a distance of 17.17 feet;
2. North 27 degrees 45 minutes 17 seconds East, a distance of 25.00 feet;
3. South 62 degrees 14 minutes 43 seconds East, a distance of 3.00 feet;
4. North 46 degrees 27 minutes 25 seconds East, a distance of 39.93 feet;
5. South 26 degrees 30 minutes 16 seconds West, a distance of 62.84 feet to the point or place of BEGINNING.

Containing within said bounds 680 Sq. Ft. or 0.016 Acres, more or less.

WHEREAS, because this agreement will result in a net increase of 140 square feet of land to Cara Filomio as a result of the exchange, Cara Filomio has agreed to pay the Town for the parcel at a rate Of Seven dollars and Eleven cents (\$7.11) per square foot of land; for a total of \$995.40.

WHEREAS, Cara Filomio, warrants she is not in arrears to the Town of Hempstead upon debt or contract, and that she is not in default as surety, contractor, or otherwise upon any obligation to the Town of Hempstead; and

WHEREAS, Cara Filomio, warrants that she is not in arrears to the Town of Hempstead by any taxes due to the taxing jurisdiction in which the property is located;

NOW, THEREFORE, in consideration of the sum of \$995.40 paid by CARA FILOMIO, to the Town of Hempstead, it is mutually agreed that the Town of Hempstead and Cara Filomio, accept and confirm as true and correct the boundary line as shown on the annexed survey of AK Associates.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

TOWN OF HEMPSTEAD

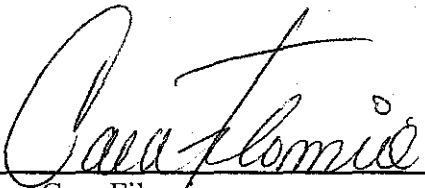
By _____
Laura Gillen
Supervisor

STATE OF NEW YORK }
COUNTY OF NASSAU }

On this _____ day of _____, 2019, before me, the undersigned, a Notary Public in and for said state, personally appeared Laura Gillen, Supervisor, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.


Notary Public

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

By 
Cara Filomio

STATE OF NEW YORK }
COUNTY OF NASSAU }

On this 20 day of MARCH, 2019, before me, the undersigned, a Notary Public in and for said state, personally appeared Cara Filomio, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.


Notary Public
ALAN M. STEIN
Notary Public, State of New York
No. 02ST3825070
Qualified in Nassau County
Commission Expires June 30, 2015

CASE NO.:

RESOLUTION NO.

Council
resolution and moved for its adoption:

offered the following

**RESOLUTION AUTHORIZING THE EXECUTION OF A
BOUNDARY LINE AGREEMENT AFFECTING PROPERTY
LOCATED AT REYNOLDS CHANNEL, POINT LOOKOUT,
NEW YORK, SUBJECT TO A PERMISSIVE REFERENDUM**

WHEREAS, a dispute exists as to the precise location of the boundary line of lands belonging to JONES INLET PACKING, INC. doing business at 99 Bayside Drive, Point Lookout, New York and lands of the Town; and

WHEREAS, the aforesaid JONES INLET PACKING, INC. has submitted a boundary line agreement duly executed by them in settlement of the said dispute; and

WHEREAS, said boundary line agreement would fix the location of the title line of said lands of JONES INLET PACKING, INC. and the Town along the bank of Reynolds Channel, Point Lookout, Town of Hempstead, County of Nassau, New York: and

WHEREAS, in said boundary line agreement, the Town quitclaims to JONES INLET PACKING, INC., its right, title and interest in and to any of the lands lying and being at Point Lookout, Town of Hempstead, County of Nassau, and State of New York, being a part of Reynolds Channel, comprising 374.2 square feet, described as follows:

Parcel B (1A), Portion above Lots 13-15, Reynolds Channel

NOF Town of Hempstead, Area-374.2 SQ. FT.

Commencing at a point on the Northerly line of Bayside Drive, distant 250 feet Easterly from the intersection formed by the Northerly line of Bayside Drive with the Easterly line of Freeport Avenue. Running thence Northerly, at right angles to the Northerly line of Bayside Drive, 100 feet, to the Point Of Beginning.

Running thence the following 4 courses and distances:

- 1) Northerly, at right angles to the Northerly line of Bayside Drive, 5.7 feet, to the Northerly face of the existing frame Bulkhead, at Reynolds Channel.
- 2) Easterly, along the said the Northerly face of the existing frame Bulkhead, at Reynolds Channel, on a line forming an interior angle of 91°1'27" with the previous course, 60.01 feet.
- 3) Southerly, on a line having an interior angle of 88°58'33" with the previous course, 6.77 feet.
- 4) Westerly, parallel to Bayside Drive, 60 feet, to the Point or place Of Beginning.

WHEREAS, JONES INLET PACKING, INC. has agreed to pay the Town for the parcel at a rate of Ten Dollars and four Cents (\$10.04) per square foot of land; for a total of \$3,756.97; and

WHEREAS, the Town Board finds it to be in the best interest of the Town to establish the boundary line between the lands of JONES INLET PACKING, INC. and the Town, and fix the location of the title line of the shoreline at Reynolds Channel;

Item # 27

Case # 30136

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board authorizes the Supervisor to execute said boundary line agreement with JONES INLET PACKING, INC. On behalf of the Town; and, BE IT FURTHER

RESOLVED, that the Town Clerk be and hereby is authorized and directed to record the said boundary line agreement, following its execution by the Supervisor, in the office of the Clerk of the County of Nassau, at the expense of JONES INLET PACKING, INC. and, BE IT FURTHER

RESOLVED, that this resolution shall take effect thirty (30) days after its adoption unless within thirty (30) days after its adoption there shall be filed with the Town Clerk in accordance with Article 7 of the Town Law, a petition signed and acknowledged by the electors of the Town of the number required by law, protesting against this resolution and requesting that it be submitted to the electors of the Town, voting on a proposition for its approval at a referendum held in accordance with the said Town Law.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

BOUNDARY LINE AGREEMENT

AGREEMENT made this _____ day of _____, 2018 between the TOWN OF HEMPSTEAD, a municipal corporation having its principal office at Hempstead Town Hall, 1 Washington Street, Village and Town of Hempstead, New York, party of the first part, and Jones Inlet Packing, Inc., doing business at 99 Bayside Drive, Point Lookout, NY, party of the second part.

WITNESSETH:

WHEREAS, JONES INLET PACKING, INC. is the owner in fee simple of property located at Reynolds Channel, Point Lookout, Town of Hempstead, Nassau County and State of New York, known and designated at Section 61, Block 25, Lots 13-15 inclusive; and

WHEREAS, the Town of Hempstead claims ownership of the lands lying underwater in Reynolds Channel; and

WHEREAS, the parties are desirous of providing the establishment of the boundary line, straightening the shoreline and fixing the location of the title line establishing the boundary line of the lands of Jones Inlet Packing, Inc. and the Town of Hempstead; and

WHEREAS, for the purposes of asserting and fixing the title line as aforesaid and for the further purpose of straightening the shoreline and establishing the boundary line, Barry M. Fahrner, L.S.P.C., of Freeport, NY, was employed to find and locate said area boundaries; and

WHEREAS, said Barry M. Fahrner, L.S.P.C., has prepared a survey showing the boundary lines between the areas above mentioned, a copy of which survey filed march 30, 2006 and revised January 16, 2018, is annexed hereto, made a part hereof and marked Exhibit "A".

WHEREAS, the Town of Hempstead has agreed to release and quitclaim all its right, title and interest in and to any all upland, inland and underwater land lying within Parcel B, a property to be acquired, as noted on the attached Exhibit "A" hereinafter set forth comprising and area of approximately 374.2 square feet; and have agreed to a purchase of said 374.2 square feet at the price of ten dollars and four cents (\$10.04) per square foot; and

WHEREAS, JONES INLET PACKING, INC., warrants that they are not in arrears to the Town of Hempstead upon debt or contract, and that they are not in default as surety, contractor, or otherwise upon any obligation to the Town of Hempstead; and

WHEREAS, JONES INLET PACKING, INC., warrants that they are not in arrears to the Town of Hempstead by any taxes due to the taxing jurisdiction in which the property is located;

NOW, THEREFORE, in consideration of the sum of \$ 3,756.97 paid by JONES INLET PACKING, INC., to the Town of Hempstead, it is mutually agreed as follows:

1. That the Town of Hempstead and JONES INLET PACKING, INC., accept and confirm as true and correct the boundary line as shown on the annexed survey of Barry M. Fahrner, L.S.P.C.
2. That the Town of Hempstead hereby does remise, release and quitclaim to JONES INLET PACKING, INC and their successors and assigns forever the following described property:

Parcel B,

(1A) Portion above Lots 13-15, Reynolds Channel, NOF Town of Hempstead, Area-374.2 SQ. FT.

Commencing at a point on the Northerly line of Bayside Drive, distant 250 feet Easterly from the intersection formed by the Northerly line of Bayside Drive with the Easterly line of Freeport Avenue. Running thence Northerly, at right angles to the Northerly line of Bayside Drive, 100 feet, to the Point Of Beginning.

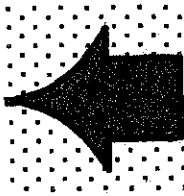
Running thence the following 4 courses and distances:

- 1) Northerly, at right angles to the Northerly line of Bayside Drive, 5.7 feet, to the Northerly face of the existing frame Bulkhead, at Reynolds Channel.
- 2) Easterly, along the said the Northerly face of the existing frame Bulkhead, at Reynolds Channel, on a line forming an interior angle of $91^{\circ}1'27''$ with the previous course, 60.01 feet.
- 3) Southerly, on a line having an interior angle of $88^{\circ}58'33''$ with the previous course, 6.77 feet.
- 4) Westerly, parallel to Bayside Drive, 60 feet, to the Point or place Of Beginning.

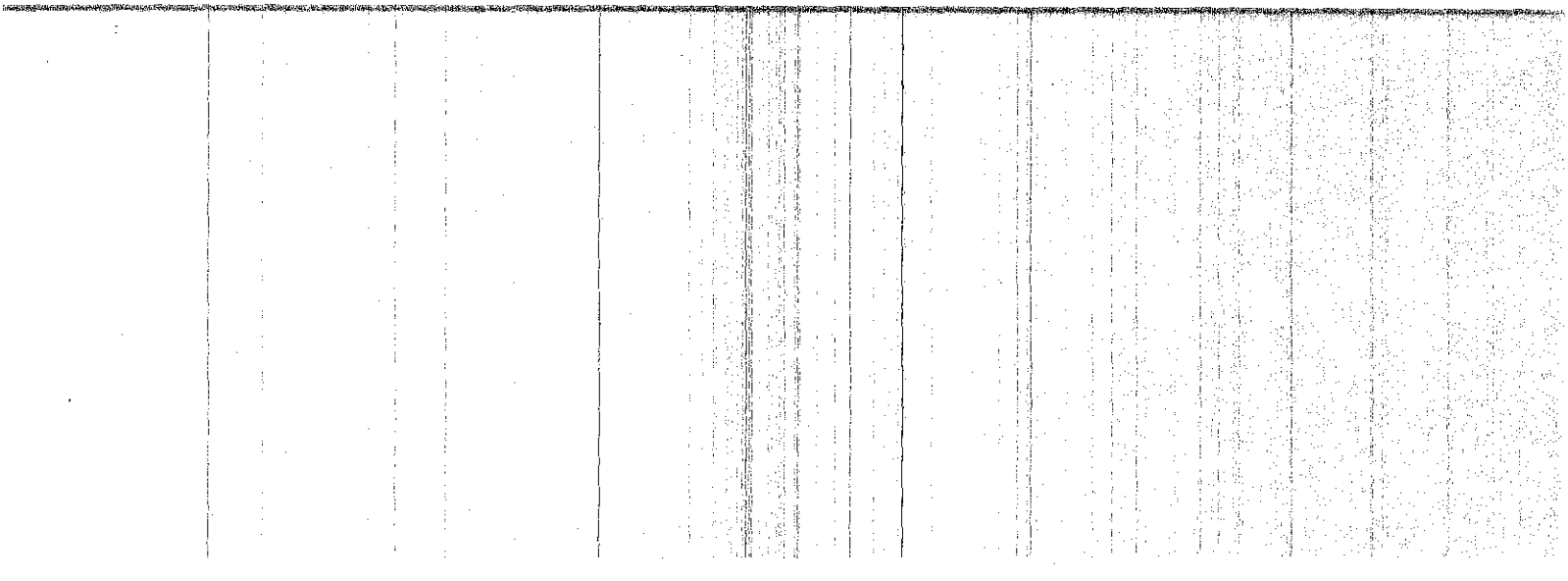
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.


TOWN OF HEMPSTEAD

By _____
 Laura A. Gillen
 Commissioner




By *Bruce P. Lamm*
 Jones Inlet Packing, Inc.

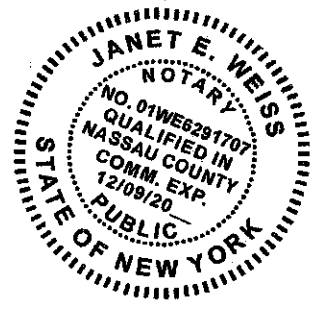



Jones Inlet Packing, Inc.

STATE OF NEW YORK }
COUNTY OF NASSAU }

On this 6th day of MARCH, 2019, before me, the undersigned, a Notary Public in and for said state, personally appeared BRUCE LARSON, PRES. of Jones Inlet Packing, Inc., personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.


Notary Public

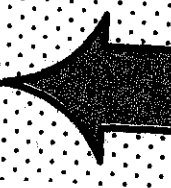


ACKNOWLEDGEMENT

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

On this day of , 2019, before me, the undersigned personally appeared LAURA A. GILLEN, known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public



CASE NO.:

RESOLUTION NO.

Council
resolution and moved for its adoption:

offered the following

RESOLUTION AUTHORIZING THE EXECUTION OF A
BOUNDARY LINE AGREEMENT AFFECTING PROPERTY
LOCATED AT REYNOLDS CHANNEL, POINT LOOKOUT,
NEW YORK, SUBJECT TO A PERMISSIVE REFERENDUM

WHEREAS, a dispute exists as to the precise location of the boundary line of lands belonging to JONES INLET PACKING, INC. doing business at 99 Bayside Drive, Point Lookout, New York and lands of the Town; and

WHEREAS, the aforesaid JONES INLET PACKING, INC. has submitted a boundary line agreement duly executed by them in settlement of the said dispute; and

WHEREAS, said boundary line agreement would fix the location of the title line of said lands of JONES INLET PACKING, INC. and the Town along the bank of Reynolds Channel, Point Lookout, Town of Hempstead, County of Nassau, New York; and

WHEREAS, in said boundary line agreement, the Town quitclaims to JONES INLET PACKING, INC., its right, title and interest in and to any of the lands lying and being at Point Lookout, Town of Hempstead, County of Nassau, and State of New York, being a part of Reynolds Channel, comprising 356.8 square feet, described as follows:

Parcel B (2A), Portion above Lots 16-18, Reynolds Channel

NOF Town of Hempstead, Area-356.8SQ.FT.

Commencing at a point on the Northerly line of Bayside Drive, distant 310 feet Easterly from the intersection formed by the Northerly line of Bayside Drive with the Easterly line of Freeport Avenue. Running thence Northerly, at right angles to the Northerly line of Bayside Drive, 100 feet, to the Point Of Beginning.

Running thence the following 8 courses and distances:

- 1) Northerly, at right angles to the Northerly line of Bayside Drive, 7.03 feet, to the northerly face of the existing frame Bulkhead, at Reynolds Channel.
- 2) Easterly, along the said northerly face of the existing frame Bulkhead, at Reynolds Channel, at right angles to the previous course, 14.81 feet.
- 3) Southerly, at right angles to the previous course, 0.34 feet, to the Northerly face of an existing asphalt area and frame deck.
- 4) Easterly, along said Northerly face of the existing asphalt area & frame deck, at right angles to the previous course, 13.3 feet.
- 5) Southerly, at right angles to the previous course, 1.55 feet, to the Northerly face or an existing concrete area.
- 6) Easterly, along the said the Northerly face the existing concrete area, at right angles to the previous course, 31.89 feet.
- 7) Southerly, at right angles to the previous course, 5.14 feet.
- 8) Westerly, at right angles to the previous course, 60 feet, to the Point or place Of Beginning.

Item #

28

Case #

30136

WHEREAS, JONES INLET PACKING, INC. has agreed to pay the Town for the parcel at a rate of Ten Dollars and four Cents (\$10.04) per square foot of land; for a total of \$3,582.27; and

WHEREAS, the Town Board finds it to be in the best interest of the Town to establish the boundary line between the lands of JONES INLET PACKING, INC. and the Town, and fix the location of the title line of the shoreline at Reynolds Channel;

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board authorizes the Supervisor to execute said boundary line agreement with JONES INLET PACKING, INC. On behalf of the Town; and, BE IT FURTHER

RESOLVED, that the Town Clerk be and hereby is authorized and directed to record the said boundary line agreement, following its execution by the Supervisor, in the office of the Clerk of the County of Nassau, at the expense of JONES INLET PACKING, INC. and, BE IT FURTHER

RESOLVED, that this resolution shall take effect thirty (30) days after its adoption unless within thirty (30) days after its adoption there shall be filed with the Town Clerk in accordance with Article 7 of the Town Law, a petition signed and acknowledged by the electors of the Town of the number required by law, protesting against this resolution and requesting that it be submitted to the electors of the Town, voting on a proposition for its approval at a referendum held in accordance with the said Town Law.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

BOUNDARY LINE AGREEMENT

AGREEMENT made this day of , 2018 between the TOWN OF HEMPSTEAD, a municipal corporation having its principal office at Hempstead Town Hall, 1 Washington Street, Village and Town of Hempstead, New York, party of the first part, and Jones Inlet Packing, Inc., doing business at 99 Bayside Drive, Point Lookout, NY, party of the second part.

WITNESSETH:

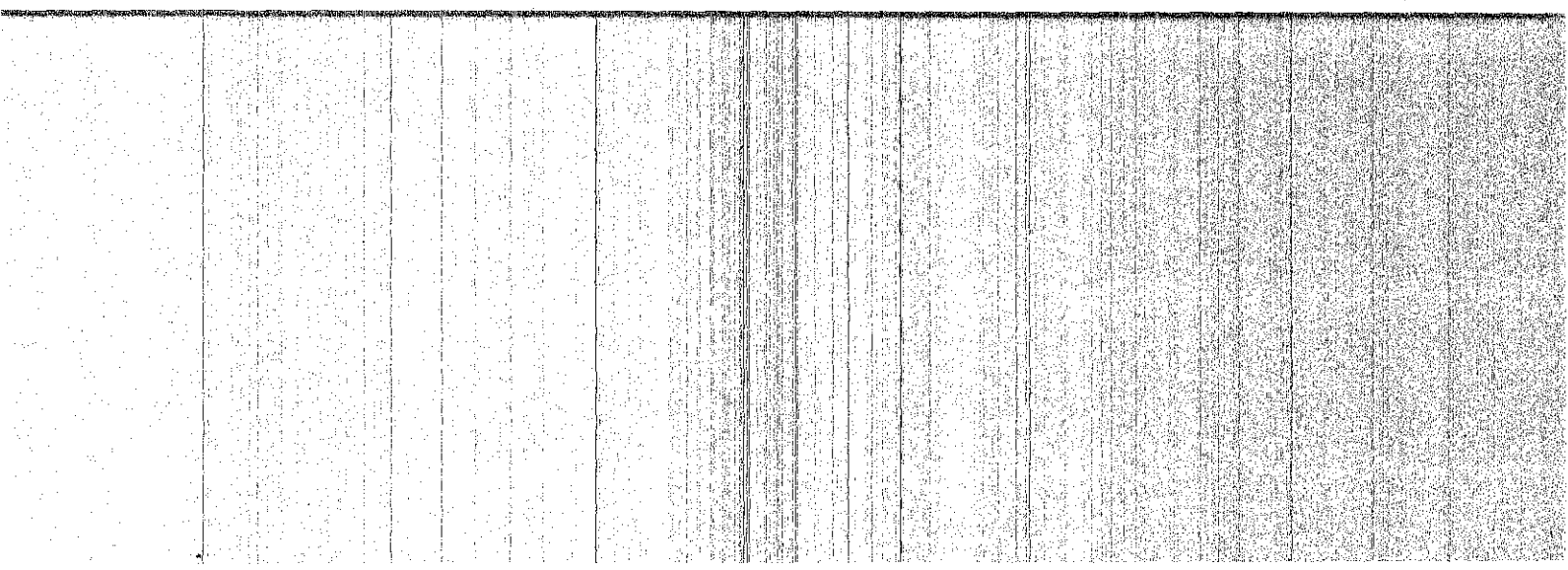
WHEREAS, JONES INLET PACKING, INC. is the owner in fee simple of property located at Reynolds Channel, Point Lookout, Town of Hempstead, Nassau County and State of New York, known and designated at Section 61, Block 25, Lots 16 – 18 inclusive; and

WHEREAS, the Town of Hempstead claims ownership of the lands lying underwater in Reynolds Channel; and

WHEREAS, the parties are desirous of providing the establishment of the boundary line, straightening the shoreline and fixing the location of the title line establishing the boundary line of the lands of Jones Inlet Packing, Inc. and the Town of Hempstead; and

WHEREAS, for the purposes of asserting and fixing the title line as aforesaid and for the further purpose of straightening the shoreline and establishing the boundary line, Barry M. Fahrer, L.S.P.C., of Freeport, NY, was employed to find and locate said area boundaries; and

WHEREAS, said Barry M. Fahrer, L.S.P.C., has prepared a survey showing the boundary lines between the areas above mentioned, a copy of which survey filed march 30, 2006 and revised January 16, 2018, is annexed hereto, made a part hereof and marked Exhibit "A".



WHEREAS, the Town of Hempstead has agreed to release and quitclaim all its right, title and interest in and to any all upland, inland and underwater land lying within Parcel B, a property to be acquired, as noted on the attached Exhibit "A" hereinafter set forth comprising and area of approximately 356.8 square feet; and have agreed to a purchase of said 356.8 square feet at the price of ten dollars and four cents (\$10.04) per square foot; and

WHEREAS, JONES INLET PACKING, INC., warrants that they are not in arrears to the Town of Hempstead upon debt or contract, and that they are not in default as surety, contractor, or otherwise upon any obligation to the Town of Hempstead; and

WHEREAS, JONES INLET PACKING, INC., warrants that they are not in arrears to the Town of Hempstead by any taxes due to the taxing jurisdiction in which the property is located;

NOW, THEREFORE, in consideration of the sum of \$3,582.27 paid by JONES INLET PACKING, INC., to the Town of Hempstead, it is mutually agreed as follows:

1. That the Town of Hempstead and JONES INLET PACKING, INC., accept and confirm as true and correct the boundary line as shown on the annexed survey of Barry M. Fahrer, L.S.P.C.
2. That the Town of Hempstead hereby does remise, release and quitclaim to JONES INLET PACKING, INC and their successors and assigns forever the following described property:

Parcel B (2A), Portion above Lots 16-18, Reynolds Channel, NOF Town of Hempstead, Area-356.8SQ.FT.

Commencing at a point on the Northerly line of Bayside Drive, distant 310 feet Easterly from the intersection formed by the Northerly line of Bayside Drive with the Easterly line of Freeport Avenue. Running thence Northerly, at right angles to the Northerly line of Bayside Drive, 100 feet, to the Point Of Beginning.

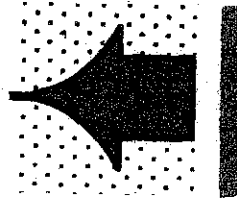
Running thence the following 8 courses and distances:

- 1) Northerly, at right angles to the Northerly line of Bayside Drive, 7.03 feet, to the northerly face of the existing frame Bulkhead, at Reynolds Channel.
- 2) Easterly, along the said northerly face of the existing frame Bulkhead, at Reynolds Channel, at right angles to the previous course, 14.81 feet.

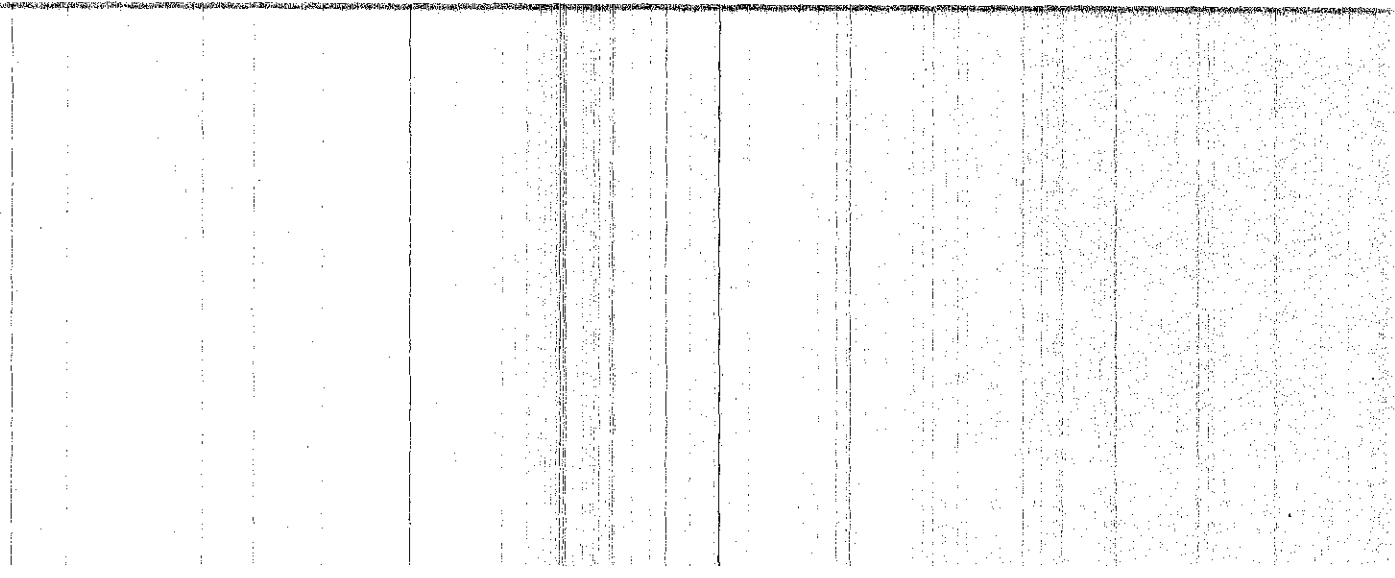
- 3) Southerly, at right angles to the previous course, 0.34 feet, to the Northerly face of an existing asphalt area and frame deck.
- 4) Easterly, along said Northerly face of the existing asphalt area & frame deck, at right angles to the previous course, 13.3 feet.
- 5) Southerly, at right angles to the previous course, 1.55 feet, to the Northerly face of an existing concrete area.
- 6) Easterly, along the said the Northerly face the existing concrete area, at right angles to the previous course, 31.89 feet.
- 7) Southerly, at right angles to the previous course, 5.14 feet.
- 8) Westerly, at right angles to the previous course, 60 feet, to the Point or place Of Beginning.


TOWN OF HEMPSTEAD

By _____
Laura A. Gillen
Supervisor



By *Bruce Linn*
Jones Inlet Packing, Inc.






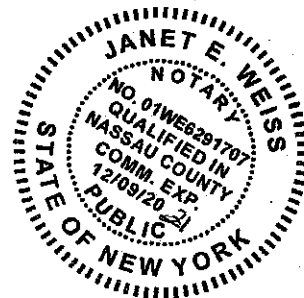
Jones Inlet Packing, Inc.

STATE OF NEW YORK }
COUNTY OF NASSAU }

On this 6TH day of MARCH, 2019, before me, the undersigned, a Notary Public in and for said state, personally appeared BRUCE LARSON, PRES. of Jones Inlet Packing, Inc., personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.



Notary Public

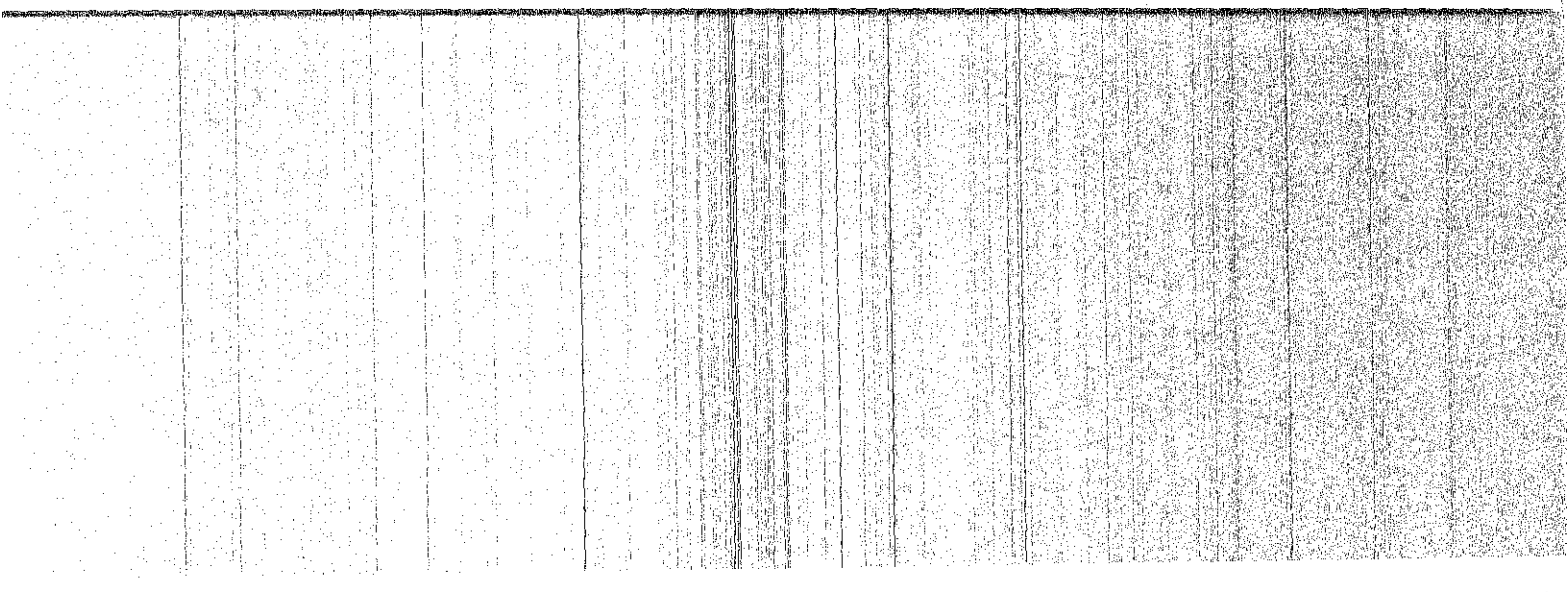
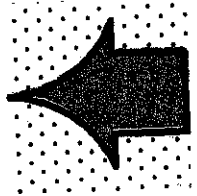


ACKNOWLEDGEMENT

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

On this day of , 2019, before me, the undersigned personally appeared LAURA A. GILLEN, known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public



CASE NO.:

RESOLUTION NO.

Council
resolution and moved for its adoption:

offered the following

RESOLUTION AUTHORIZING THE EXECUTION OF A
BOUNDARY LINE AGREEMENT AFFECTING PROPERTY
LOCATED AT REYNOLDS CHANNEL, POINT LOOKOUT,
NEW YORK, SUBJECT TO A PERMISSIVE REFERENDUM

WHEREAS, a dispute exists as to the precise location of the
boundary line of lands belonging to INLET REALTY, INC. doing business at 111
Bayside Drive, Point Lookout, New York and lands of the Town; and

WHEREAS, the aforesaid INLET REALTY, INC. has submitted a
boundary line agreement duly executed by them in settlement of the said dispute; and

WHEREAS, said boundary line agreement would fix the location
of the title line of said lands of INLET REALTY, INC. and the Town along the bank of
Reynolds Channel, Point Lookout, Town of Hempstead, County of Nassau, New York:
and

WHEREAS, in said boundary line agreement, the Town quitclaims
to INLET REALTY, INC., its right, title and interest in and to any of the lands lying and
being at Point Lookout, Town of Hempstead, County of Nassau, and State of New York,
being a part of Reynolds Channel, comprising 541.8 square feet, described as follows:

Parcel B (3A). Portion above Lots 19-21, Reynolds Channel
NOF Town of Hempstead, Area - 541.8 SQ.FT.

Commencing at a point on the Northerly line of Bayside Drive, distant 370 feet
Easterly from the intersection formed by the Northerly line of Bayside Drive with the
Easterly line of Freeport Avenue. Running thence Northerly, at right angles to the
Northerly line of Bayside Drive, 100 feet, to the Point Of Beginning.

Running thence the following 4 courses and distances:

- 1) Northerly, at right angles to the Northerly line of Bayside Drive, 9.03 feet, to
the northerly face of the existing frame Bulkhead, at Reynolds Channel.
- 2) Easterly, along the northerly face of said existing frame Bulkhead, at
Reynolds Channel, at right angles to the previous course, 60 feet.
- 3) Southerly, at right angles to the previous course, 9.03 feet.
- 4) Westerly, at right angles to the previous course, 60 feet, to the Point or place Of
Beginning.

WHEREAS, INLET REALTY, INC. has agreed to pay the Town
for the parcel at a rate of Ten Dollars and four Cents (\$10.04) per square foot of land; for
a total of \$5,439.67; and

WHEREAS, the Town Board finds it to be in the best interest of
the Town to establish the boundary line between the lands of INLET REALTY, INC. and
the Town, and fix the location of the title line of the shoreline at Reynolds Channel;

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board authorizes the Supervisor to
execute said boundary line agreement with INLET REALTY, INC. On behalf of the
Town; and, BE IT FURTHER

Item # 29

Case # 30135

RESOLVED, that the Town Clerk be and hereby is authorized and directed to record the said boundary line agreement, following its execution by the Supervisor, in the office of the Clerk of the County of Nassau, at the expense of INLET REALTY, INC. and, BE IT FURTHER

RESOLVED, that this resolution shall take effect thirty (30) days after its adoption unless within thirty (30) days after its adoption there shall be filed with the Town Clerk in accordance with Article 7 of the Town Law, a petition signed and acknowledged by the electors of the Town of the number required by law, protesting against this resolution and requesting that it be submitted to the electors of the Town, voting on a proposition for its approval at a referendum held in accordance with the said Town Law.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

BOUNDARY LINE AGREEMENT

AGREEMENT made this _____ day of _____, 2019 between the TOWN OF HEMPSTEAD, a municipal corporation having its principal office at Hempstead Town Hall, 1 Washington Street, Village and Town of Hempstead, New York, party of the first part, and INLET REALTY, INC., doing business at 99 Bayside Drive, Point Lookout, NY, party of the second part.

WITNESSETH:

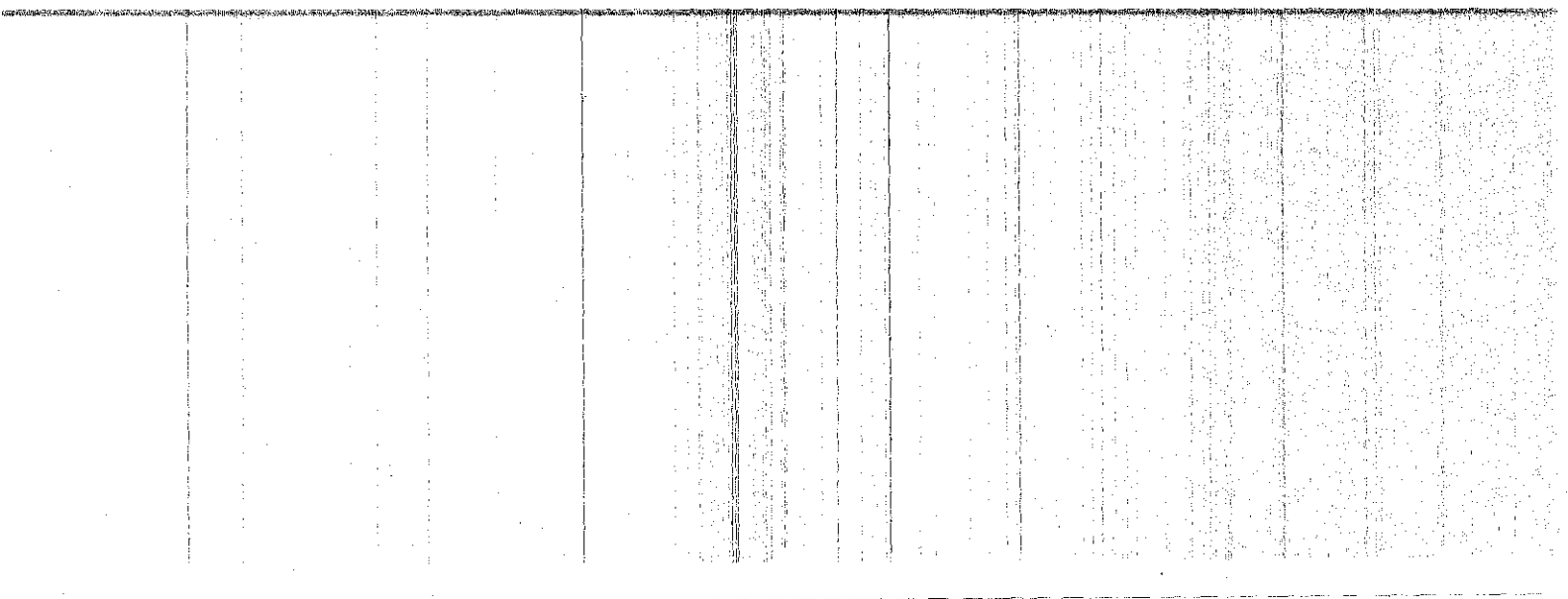
WHEREAS, INLET REALTY, INC. is the owner in fee simple of property located at Reynolds Channel, Point Lookout, Town of Hempstead, Nassau County and State of New York, known and designated at Section 61, Block 25, Lots 19 - 21 inclusive; and

WHEREAS, the Town of Hempstead claims ownership of the lands lying underwater in Reynolds Channel; and

WHEREAS, the parties are desirous of providing the establishment of the boundary line, straightening the shoreline and fixing the location of the title line establishing the boundary line of the lands of INLET REALTY, Inc. and the Town of Hempstead; and

WHEREAS, for the purposes of asserting and fixing the title line as aforesaid and for the further purpose of straightening the shoreline and establishing the boundary line, Barry M. Fahrner, L.S.P.C., of Freeport, NY, was employed to find and locate said area boundaries; and

WHEREAS, said Barry M. Fahrner, L.S.P.C., has prepared a survey showing the boundary lines between the areas above mentioned, a copy of which survey filed March 30, 2006 and revised January 16, 2018, is annexed hereto, made a part hereof and marked Exhibit "A".



WHEREAS, the Town of Hempstead has agreed to release and quitclaim all its right, title and interest in and to any all upland, inland and underwater land lying within Parcel B, a property to be acquired, as noted on the attached Exhibit "A" hereinafter set forth comprising and area of approximately 541.8 square feet; and have agreed to a purchase of said 541.8 square feet at the price of ten dollars and four cents (\$10.04) per square foot; and

WHEREAS, INLET REALTY, INC., warrants that they are not in arrears to the Town of Hempstead upon debt or contract, and that they are not in default as surety, contractor, or otherwise upon any obligation to the Town of Hempstead; and

WHEREAS, INLET REALTY, INC., warrants that they are not in arrears to the Town of Hempstead by any taxes due to the taxing jurisdiction in which the property is located;

NOW, THEREFORE, in consideration of the sum of \$5,439.67 paid by INLET REALTY, INC., to the Town of Hempstead, it is mutually agreed as follows:

1. That the Town of Hempstead and INLET REALTY, INC., accept and confirm as true and correct the boundary line as shown on the annexed survey of Barry M. Fahrer, L.S.P.C.
2. That the Town of Hempstead hereby does remise, release and quitclaim to INLET REALTY, INC. and their successors and assigns forever the following described property:

Parcel B (3A). Portion above Lots 19-21, Reynolds Channel, NOF Town of Hempstead, Area-541.8 SQ.FT.

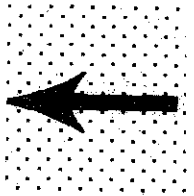
Commencing at a point on the Northerly line of Bayside Drive, distant 370 feet Easterly from the intersection formed by the Northerly line of Bayside Drive with the Easterly line of Freeport Avenue. Running thence Northerly, at right angles to the Northerly line of Bayside Drive, 100 feet, to the Point Of Beginning.

Running thence the following 4 courses and distances:

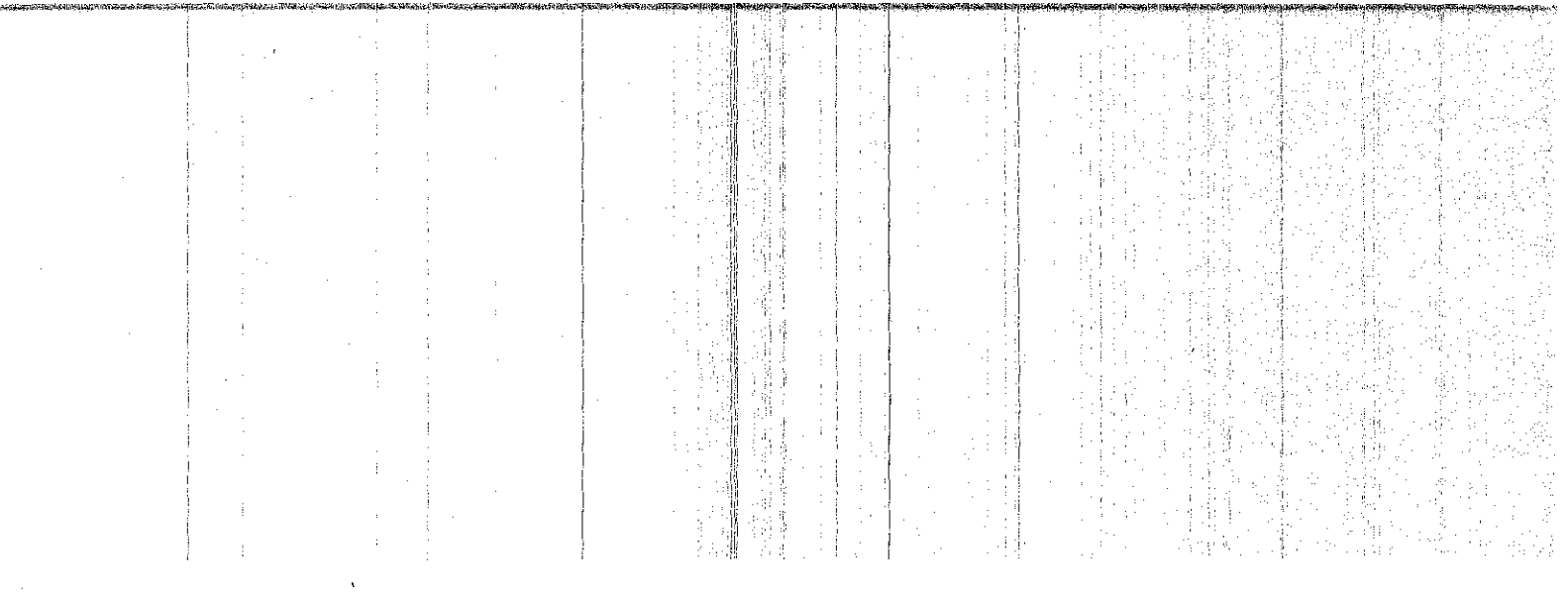
- 1) Northerly, at right angles to the Northerly line of Bayside Drive, 9.03 feet, to the northerly face of the existing frame Bulkhead, at Reynolds Channel.
- 2) Easterly, along the northerly face of said existing frame Bulkhead, at Reynolds Channel, at right angles to the previous course, 60 feet.
- 3) Southerly, at right angles to the previous course, 9.03 feet.
- 4) Westerly, at right angles to the previous course, 60 feet, to the Point or place Of Beginning.

TOWN OF HEMPSTEAD

By _____
Laura A. Gillen
Supervisor



By B. M. P. L...
~~James Inlet Parking, Inc.~~
Realty



By Bruce Larson

(Inlet Realty, Inc.

STATE OF NEW YORK }
COUNTY OF NASSAU }

On this 6th day of MARCH, 2019, before me, the undersigned, a Notary Public in and for said state, personally appeared BRUCE LARSON, PRES of Inlet Realty, Inc., personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

Janet E. Weis
Notary Public



ACKNOWLEDGEMENT

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

On this day of , 2019, before me, the undersigned personally appeared LAURA A. GILLEN, known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

CASE NO.:

RESOLUTION NO.

Council
resolution and moved for its adoption:

offered the following

**RESOLUTION AUTHORIZING THE EXECUTION OF A
BOUNDARY LINE AGREEMENT AFFECTING PROPERTY
LOCATED AT REYNOLDS CHANNEL, POINT LOOKOUT,
NEW YORK, SUBJECT TO A PERMISSIVE REFERENDUM**

WHEREAS, a dispute exists as to the precise location of the boundary line of lands belonging to INLET REALTY, INC. doing business at 111 Bayside Drive, Point Lookout, New York and lands of the Town; and

WHEREAS, the aforesaid INLET REALTY, INC. has submitted a boundary line agreement duly executed by them in settlement of the said dispute; and

WHEREAS, said boundary line agreement would fix the location of the title line of said lands of INLET REALTY, INC. and the Town along the bank of Reynolds Channel, Point Lookout, Town of Hempstead, County of Nassau, New York; and

WHEREAS, in said boundary line agreement, the Town quitclaims to INLET REALTY, INC., its right, title and interest in and to any of the lands lying and being at Point Lookout, Town of Hempstead, County of Nassau, and State of New York, being a part of Reynolds Channel, comprising 647.2 square feet, described as follows:

Parcel B (4A), Portion above Lots 22-24, Reynolds Channel

NOF Town of Hempstead, Area-647.2 SQ. FT.

Commencing at a point on the Northerly line of Bayside Drive, distant 430 feet Easterly from the intersection formed by the Northerly line of Bayside Drive with the Easterly line of Freeport Avenue. Running thence Northerly, at right angles to the Northerly line of Bayside Drive, 100 feet, to the Point Of Beginning.

Running thence the following 6 courses and distances:

- 1) Northerly, at right angles to the Northerly line of Bayside Drive, 8.78 feet, to the northerly face of the existing frame deck, at Reynolds Channel.
- 2) Easterly, along the said existing frame Bulkhead, at Reynolds Channel, at right angles to the previous course, 24 feet.
- 3) Northerly, at right angles to the previous course, along the northerly face of said existing frame deck, 3.34 feet
- 4) Easterly, along the northerly face of said existing frame deck, at right angles to the previous course, 36 feet.
- 5) Southerly, at right angles to the previous course, 12.12 feet.
- 6) Westerly, at right angles to the previous course, 60 feet, to the Point or place Of Beginning.

WHEREAS, INLET REALTY, INC. has agreed to pay the Town for the parcel at a rate of Ten Dollars and four Cents (\$10.04) per square foot of land; for a total of \$6,497.89 and

WHEREAS, the Town Board finds it to be in the best interest of the Town to establish the boundary line between the lands of INLET REALTY, INC. and the Town, and fix the location of the title line of the shoreline at Reynolds Channel;

Item #

30

Case #

30135

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board authorizes the Supervisor to execute said boundary line agreement with INLET REALTY, INC. On behalf of the Town; and, BE IT FURTHER

RESOLVED, that the Town Clerk be and hereby is authorized and directed to record the said boundary line agreement, following its execution by the Supervisor, in the office of the Clerk of the County of Nassau, at the expense of INLET REALTY, INC. and, BE IT FURTHER

RESOLVED, that this resolution shall take effect thirty (30) days after its adoption unless within thirty (30) days after its adoption there shall be filed with the Town Clerk in accordance with Article 7 of the Town Law, a petition signed and acknowledged by the electors of the Town of the number required by law, protesting against this resolution and requesting that it be submitted to the electors of the Town, voting on a proposition for its approval at a referendum held in accordance with the said Town Law.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

WHEREAS, the Town of Hempstead has agreed to release and quitclaim all its right, title and interest in and to any all upland, inland and underwater land lying within Parcel B, a property to be acquired, as noted on the attached Exhibit "A" hereinafter set forth comprising and area of approximately 647.2 square feet; and have agreed to a purchase of said 647.2 square feet at the price of ten dollars and four cents (\$10.04) per square foot; and

WHEREAS, INLET REALTY, INC., warrants that they are not in arrears to the Town of Hempstead upon debt or contract, and that they are not in default as surety, contractor, or otherwise upon any obligation to the Town of Hempstead; and

WHEREAS, INLET REALTY, INC., warrants that they are not in arrears to the Town of Hempstead by any taxes due to the taxing jurisdiction in which the property is located;

NOW, THEREFORE, in consideration of the sum of \$6,497.89 paid by INLET REALTY, INC., to the Town of Hempstead, it is mutually agreed as follows:

1. That the Town of Hempstead and INLET REALTY, INC., accept and confirm as true and correct the boundary line as shown on the annexed survey of Barry M. Fahrner, L.S.P.C.
2. That the Town of Hempstead hereby does remise, release and quitclaim to INLET REALTY, INC. and their successors and assigns forever the following described property:

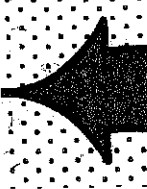
Parcel B (4A), Portion above Lots 22-24, Reynolds Channel, NOF Town of Hempstead, Area-647.2 SQ. FT.

Commencing at a point on the Northerly line of Bayside Drive, distant 430 feet Easterly from the intersection formed by the Northerly line of Bayside Drive with the Easterly line of Freeport Avenue. Running thence Northerly, at right angles to the Northerly line of Bayside Drive, 100 feet, to the Point Of Beginning.

Running thence the following 6 courses and distances:

- 1) Northerly, at right angles to the Northerly line of Bayside Drive, 8.78 feet, to the northerly face of the existing frame deck, at Reynolds Channel.
- 2) Easterly, along the said existing frame Bulkhead, at Reynolds Channel, at right angles to the previous course, 24 feet.

- 3) Northerly, at right angles to the previous course, along the northerly face of said existing frame deck, 3.34 feet
- 4) Easterly, along the northerly face of said existing frame deck, at right angles to the previous course, 36 feet.
- 5) Southerly, at right angles to the previous course, 12.12 feet.
- 6) Westerly, at right angles to the previous course, 60 feet, to the Point or place Of Beginning.



TOWN OF HEMPSTEAD

By _____
Laura A. Gillen
Supervisor

By *Burt Hammer*
~~James Inlet~~ ~~Realty~~, Inc.
Realty

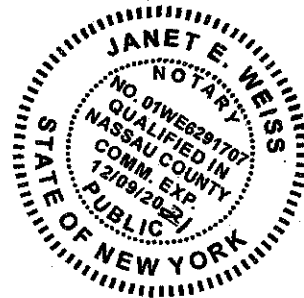
By Bruce Larson

Inlet Realty, Inc.

STATE OF NEW YORK }
COUNTY OF NASSAU }

On this 6th day of MARCH, 2019, before me, the undersigned, a Notary Public in and for said state, personally appeared BRUCE LARSON, PRES. of Inlet Realty, Inc., personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

Janet E. Weiss
Notary Public



CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION RATIFYING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING ("MOU") BETWEEN THE TOWN OF HEMSPTEAD AND THE FRANKLIN SQUARE CIVIC ASSOCIATION ("CIVIC ASSOCIATION") REGARDING THE CIVIC ASSOCIATION'S LAUNCH OF ITS HOMETOWN HEROES BANNER PROGRAM

WHEREAS, the TOWN's Department of Parks and Recreation (hereinafter the "Department of Parks") operates numerous park facilities including, without limitation, those two park facilities known as "Rath Park" located at 849 Fenworth Blvd. Franklin Square, NY 11010 and "Garden City South Community Park" located at East Greenway St. and Nassau Blvd., Garden City, NY 11530 (collectively, the "Special Park District Parks"); and

WHEREAS, the CIVIC ASSOCIATION has recently launched its inaugural "Hometown Heroes Banner Program" which will honor and pay tribute to those Franklin Square residents who either have served or are currently serving in a branch of the military and/or as "first responders"; and

WHEREAS, the CIVIC ASSOCIATION has requested permission from the TOWN to display banners containing photographs of the "Hometown Heroes" honorees in the Special Park District Parks from Memorial Day through Labor Day; and

WHEREAS, the TOWN is willing to grant permission to the CIVIC ASSOCIATION to display the subject "Hometown Heroes" banners in the Special Park District Parks subject to the terms and conditions set forth in the attached MOU; and

WHEREAS, in order to accommodate the Civic Association's request to have the first wave of Hometown Heroes Banners printed and displayed at Rath Park in time for the observance of the Memorial Day Holiday, the Commissioner of the Department of Parks counter-signed the subject MOU on behalf of the Town; and

WHEREAS, this Town Board believes that it would further the best interests of the Town as well as the residents of Franklin Square to ratify and confirm the subject MOU.

NOW, THEREFORE, BE IT

RESOLVED, that the prior execution by the Commissioner of the Department of Parks of that certain Memorandum of Understanding dated May 16, 2019 by and between the Town and the Civic Association with respect to the Civic Association's Hometown Heroes Banner Program, be and hereby is, duly ratified and confirmed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 31
11377,
7157,
Case # 'S 11750

CASE NO.

RESOLUTION NO.

Adopted:

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

RESOLUTION AUTHORIZING THE TOWN TO "PIGGY BACK" AND ACCEPT THE TERMS AND CONDITIONS OF A CERTAIN STASI BROTHERS ASPHALT CORP. CONTRACT WITH NASSAU COUNTY COMMUNITY COLLEGE WITH RESEPECT TO THE REPAVING OF PEDESTRIAN WALKWAYS AT SEAMANS NECK PARK

WHEREAS, Stasi Brothers Asphalt Corp., with offices at 422 Maple Avenue, Westbury NY 11590 ("Stasi") recently entered into a paving contract with Nassau County Community College (Agreement #PA190035) for the period commencing April 15, 2019 and terminating on April 14, 2020 (the "Agreement"); and

WHEREAS, the Agreement contains a "piggy back" clause specifically entitling other political subdivisions of New York State to utilize the terms and conditions of the Agreement; and

WHEREAS, Stasi has informed the Commissioner of the Department of Parks & Recreation (the "Commissioner") that it desires to have the terms and conditions of the Agreement equally apply to both the Town and Stasi with respect to the repaving of the pedestrian walkways at Seamans Neck Park; and

WHEREAS, the Town has received a State and Municipal Facilities Program ("SAM") grant from New York State in the amount of \$295,500.00 for the repaving of pedestrian walkways at Seamans Neck Park pursuant to which the Town will receive reimbursement of its incurred paving costs from the State in an amount not to exceed the grant amount of \$295,500.00; and

WHEREAS, based on prior Town park projects assigned to Stasi, the Commissioner has determined that Stasi is a reliable, experienced asphalt paving company and particularly well suited to perform the repaving of pedestrian walkways at Seamans Neck Park and accordingly, recommends to this Town Board that it approve adopting the terms and conditions of the Agreement for the repaving project at Seamans Neck Park; and

WHEREAS, this Town Board has determined that it is in the best interest of the Town to adopt and accept the terms and conditions of the Agreement with respect to the repaving of the pedestrian pathways at Seamans Neck Park.

NOW THEREFORE, BE IT

RESOLVED, that the Town hereby adopts and accepts the terms and conditions of the Agreement with respect to the repaving of pedestrian walkways at Seamans Neck Park; and be it further

RESOLVED, the Comptroller be and is hereby authorized to make related asphalt paving payments from account # 410-007-0410-3010 to Stasi pursuant to the terms and conditions set forth in the adopted Agreement all with respect to the repaving of pedestrian walkways at Seamans Neck Park.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 32
11377 +
Case # 15 10965

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE AWARD OF A BID FOR 2019 REQUIREMENTS AND EMERGENCY REPAIR WORK ALONG VARIOUS ROADWAYS WITHIN THE UNINCORPORATED AREAS OF THE TOWN OF HEMPSTEAD, PW# 9-19

WHEREAS, the Commissioner of General Services (the "Commissioner") solicited bids for 2019 Requirements and Emergency Work Along Various Roadways within the Unincorporated Areas of the Town of Hempstead, PW# 9-19 (the "Project"), and

WHEREAS, pursuant to such solicitation, bids were opened and read in the office of the Commissioner on May 5, 2019; and

WHEREAS, the following bids were received and referred to the Engineering Department for examination and report:

Laser Industries Inc.	\$1,028,420.00
Roadwork Ahead Inc.	\$1,156,675.00
The Land Tek Group Inc.	\$1,201,825.00

WHEREAS, after a review of the bids, the Commissioner of the Engineering Department reported that the lowest bid for the Project was received from Laser Industries Inc., in the sum of \$1,028,420.00 however Laser Industries Inc. reported that there was an error in their bid and withdrew; and

WHEREAS, the Commissioner reported that the second highest bid was received from Roadwork Ahead Inc., 2186 Kirby Lane, Syosset, New York, 11791 in the sum of \$1,156,675.00 and recommended acceptance of said bid to the Town Board and it appears that said bidder is duly qualified; and

WHEREAS, consistent with the recommendations of the Commissioner of the Engineering Department, the Town Board desires to authorize the award of a contract for the Project to the Roadwork Ahead Inc., as the lowest responsible bidder at its bid price of \$1,156,675.00.

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board hereby awards contract for the Project to Roadwork Ahead Inc., 2186 Kirby Lane, Syosset, New York, 11791, as the lowest responsible bidder at its bid price of \$1,156,675.00; and BE IT FURTHER

RESOLVED, that upon execution of the contract by Roadwork Ahead Inc., the required bidder's Performance Bond and Insurance, when approved by the Town Attorney as to form, be filed in the Town Clerk's Office together with the contract; and BE IT

FURTHER RESOLVED, that the Town Board authorizes the Commissioner of the Department of Engineering to execute, on behalf of the Town of Hempstead the contract with Roadwork Ahead Inc., and authorizes and directs the Comptroller to pay the cost of the Project in accordance with the contract in the amount not to exceed \$1,156,675.00, with payments to be made from the Town Highway Capital Improvement Funds, Account No: 9571-503-9571-5010.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 33

Case # 3191

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION ACCEPTING BID FOR THE INSTALLATION OF
A NEW SALT STORAGE BUILDING AT THE CHERRYWOOD
HIGHWAY YARD, TOWN OF HEMPSTEAD, NASSAU COUNTY,
NEW YORK, PW# 10-2019

WHEREAS, the Commissioner of the Department of General Services, on behalf of the Department of Highways advertised for bids for the installation of a new salt storage building at the Cherrywood Highway Yard, Town of Hempstead, Nassau County, New York, PW # 10-2019; and

WHEREAS, the bid submitted pursuant to such advertisement was opened and read in the Office of the Commissioner of the Department of General Services on May 23rd, 2019; and

WHEREAS, the following bid was received and referred to the Department of Highways for examination and report:

Greenway USA, LLC 23 W 36th St Floor 6, New York, NY 10018	\$495,893.00
--	--------------

G. Construction Enterprises, LLC 22 Oak Street Bay Shore, NY 11706	\$925,000.00
--	--------------

WHEREAS, that the bidder is duly qualified, meets the needs of the Town, and the bid price in the sum of \$ 495,893.00 is reasonable.

WHEREAS, on the recommendation of the Commissioner of Highways, the bid of Greenway USA, LLC be accepted for PW #10-2019, for the installation of a new salt storage building at the Cherrywood Highway Yard.

NOW THEREFORE, BE IT,

RESOLVED, that the Town Board deem it to be in the public interest that the above listed bid be accepted; and

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 from Highway Capital Account Number 9541-503-9541-5010.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 34
Case # 19438

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION ACCEPTING BID FOR THE INSTALLATION OF A DRAINAGE SYSTEM AT THE CHERRYWOOD HIGHWAY YARD, TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK, PW# 11-2019

WHEREAS, the Commissioner of the Department of General Services, on behalf of the Department of Highways advertised for bids for the installation of a drainage system at the Cherrywood Highway Yard, Town of Hempstead, Nassau County, New York, PW # 11-2019; and

WHEREAS, the bid submitted pursuant to such advertisement was opened and read in the Office of the Commissioner of the Department of General Services on May 23rd, 2019; and

WHEREAS, the following bid was received and referred to the Department of Highways for examination and report:

Contractor	Bid Price	Alternative A&B		Total Bid Price
D.F. Stone Contracting 1230 Station Road Medford, NY 11763	\$411,802.00	\$5,000	\$38,400	\$455,202.00
G&M Earth Moving Inc. 335 Ellsworth Street Holbrook, NY 11741	\$579,000.00	\$2,500	\$50,000	\$631,500.00
Greenway USA, LLC 23 W 36th St Floor 6, New York, NY 10018	\$590,252.00	\$25,000	\$20,000	\$635,252.00
Araz Industries 67 Kean Street West Babylon, NY 11704	\$693,600.00	\$9,600	\$46,160	\$749,360.00

WHEREAS, that the bidder is duly qualified, meets the needs of the Town, and the bid price in the sum of \$ 455,505.00 is reasonable.

WHEREAS, on the recommendation of the Commissioner of Highways, the bid of D.F. Stone Contracting be accepted for PW #11-2019, for the installation of a drainage system at the Cherrywood Highway Yard.

NOW THEREFORE, BE IT,

RESOLVED, that the Town Board deem it to be in the public interest that the above listed bid be accepted; and

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 from Highway Capital Account Number 9542-503-9542-5010.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 35
Case # 19438

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE EXTENSION OF AN INTER-GOVERNMENTAL AGREEMENT BETWEEN THE DEPARTMENT OF CONSERVATION AND WATERWAYS AND THE SCHOOL OF MARINE AND ATMOSPHERIC SCIENCES (SoMAS) STONY BROOK UNIVERSITY FOR THE UPGRADE, AND OPERATION AND MAINTENANCE OF REAL TIME OBSERVATORY COMPONENTS.

WHEREAS, Town Board Resolution No. 1323-2008 authorized the Department of Conservation and Waterways to enter into an inter-governmental agreement with SoMAS for the upgrade, and operation and maintenance of real time observatory components; AND

WHEREAS, the Commissioner of the Department of Conservation and Waterways recommends to the Town Board an extension of the inter-governmental agreement for the upgrade, and operation and maintenance of real time observatory components, from the School of Marine and Atmospheric Sciences, Stony Brook University, Stony Brook, NY 11794-5000, for the period of January 1, 2019 to December 31, 2020, in an amount not to exceed \$46,420;

NOW, THEREFORE, BE IT

RESOLVED, that the extension of the inter-governmental agreement, from School of Marine and Atmospheric Sciences (SoMAS), Stony Brook University, Stony Brook, NY 11794-5000, for the upgrade, and operation and maintenance of real time observatory components; for the period of January 1, 2019 to December 31, 2020, for the sum of \$46,420.00, upon the terms and conditions therein contained, be and the same is hereby approved and accepted; and be it further

RESOLVED, that the Comptroller is hereby authorized to make payments for the services when rendered from the Department of Conservation and Waterways Code 010-006-8730-4710.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

36

Case #

26493

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING ACCEPTANCE OF A PROPOSAL FOR CONSULTING SERVICES FOR PLANNING AND DEVELOPMENT OF A MARINE SCIENCE CONSORTIUM THAT WILL FURTHER SUPPORT THE EFFORTS TO REVITALIZE THE MARINE LABORATORY AND DEVELOP A NETWORK OF SHARED RESOURCES TO FURTHER BENEFIT THE MISSION OF THE MARINE LABORATORY IN POINT LOOKOUT, NY.

WHEREAS, the Town of Hempstead (the "Town") Department of Conservation & Waterways (the "Department") is revitalizing its marine analytical laboratory and through a Request for Expression of Interest, is seeking partnerships and shared resources through a consortium to further reduce operating costs while further expanding the capabilities of the laboratory; and

WHEREAS, the Town has sought consulting services to help with the development and advancement of the consortium; and

WHEREAS, a proposal was received from

DLB Planning, LLC
50 Stewart Avenue
Huntington, NY 11743

WHEREAS, the DLB Planning, LLC, and the proposal received meets the unique and specific needs of the project scope; and

WHEREAS, the Commissioner of the Department of Conservation and Waterways recommends to the Town Board the acceptance of the proposal submitted by DLB Planning, LLC, 50 Stewart Avenue, Huntington, NY 11743, in an amount not to exceed \$9,100.00, to be in the best public interest; and

NOW, THEREFORE, BE IT

RESOLVED, that the Town be and hereby is authorized to execute the aforesaid proposal with DLB Planning, LLC, 50 Stewart Avenue, Huntington, NY 11743, for the development and advancement of the marine science consortium and revitalized analytical laboratory for the period of June 1, 2019 - May 31, 2020; and BE IT FURTHER,

RESOLVED, that the total expenditure under the contract shall not exceed \$9,100.00; and all payments shall be paid from Conservation and Waterways account code 010-006-8730-4151.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

37

Case #

30138

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AMENDING RESOLUTION NO 1616-2018 AUTHORIZING THE ACCEPTANCE OF A PROPOSAL FOR CONSULTING SERVICES AND REVIEW OF PROPOSED SOLAR ENERGY PROJECT- OCEANSIDE LANDFILL, OCEANSIDE NEW YORK

WHEREAS, pursuant to Resolution 1616-2018, duly adopted by the Town Board on December 11, 2018 the Town entered into an agreement (the "Original Agreement") with Clearview Consultants for professional services regarding the developments of a solar energy system located at the Town of Hempstead- Oceanside Landfill, 3737 Long Beach Road, Oceanside New York in the amount of \$10,000; and

WHEREAS, the Commissioner of the Department of Sanitation (the "Commissioner") has recommended that the Town amend the Original Agreement to provide an increase in contract price in order to expand the scope of services; and

WHEREAS, the cost for the expanded services is \$200,000.00 and the Commissioner recommends amending resolution 1616-2018 to increase the Contract Amount under the Original Agreement by an amount not to exceed \$200,000.00 (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 payments to be made from the appropriate departments' fees and services accounts as determined by the Town Comptroller, in an amount not to exceed \$200,000.00.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

38

Case #

30029

April 24, 2019

via e-mail Attachment

Cheryl Petri, Esq., Counsel to the Comptroller
Town of Hempstead
1 Washington Street
Hempstead, New York 11550

**Subject: Professional Consulting Services Proposal
Town of Hempstead Distributed Clean Energy Projects Development**

Dear Ms. Petri:

Clearview Consultants, LLC ("Clearview"), is pleased to provide this Proposal as follow-up to my recent discussions with Comptroller Kevin Conroy and Commissioner Douglas L. Tuman, PE in connection with the subject Town initiative. The underlying basis for this letter Proposal reflects the following:

- My reviews, meetings, discussions and recommendations over the past five (5) months under Clearview's current Professional Services Agreement;
- Clearview's extensive 20-year accumulated knowledge and experiences successfully planning and implementing LIPA-sponsored/IPP-developed distributed clean energy generation and storage resources throughout Long Island/LIPA's Service Territory, including providing identical services to the Town of Brookhaven's Distributed Renewable Energy Project currently in its phased construction period (Mathew J. Miner, Director of Town Operations (631) 451-2443 MMiner@brookhaven.org) and
- Our well established State, and Long Island region presence and relationships with key public, private and non-profit special interests stakeholders to this Town-wide initiative.

Clearview's Understanding of the Assignment

Based upon the aforementioned recent telephone discussions with Comptroller Conroy and Commissioner Tuman, Clearview understands the Town's professional consulting support services needs to include the identification, description and competitive solicitation of a Town-sponsored public private partnership involving private sector developed, owned and operated Clean Energy generation and storage Facilities on Town-owned properties.

Clearview's Proposed Scope of Professional Consulting Services

Our proposed Scope of Services, presented in Exhibit A, is based upon Clearview's **a)** above Understanding of the Assignment; and **b)** extensive hands-on LIPA-sponsored Distributed Energy Generation and Storage resources' development knowledge accumulated over numerous Long Island-based Project planning and development experiences during the past 20-years; NYISO Zone K-Long Island; stakeholders and special interests; SEQRA and permitting; and local on-Island construction.

Clearview Consultants Relevant Qualifications

Clearview's William C. Miller, Jr, PE has the requisite expertise and experience, as well as the available time to self-perform the consulting services identified in Exhibit A-Scope of Services. We propose to perform this assignment from Clearview's Coram, NY office from which Clearview routinely performs all it's our consulting services to our public energy sector clients.

Clearview is both ideally suited and perfectly positioned to undertake this proposed Town of Hempstead undertaking:

- As presented in Proposal Exhibit B hereto – Qualifications, we bring the following relevant credentials to this Town Distributed Clean Energy Projects opportunity:
 - Hands-on Clean Energy technologies (Solar, Wind, Geothermal, Energy Storage) development experience; and
 - Familiarity with the proposed Site's environmental setting and infrastructure.
- The resume for William C. Miller, Jr., PE, the proposed key professional for the support services involved in this assignment, is provided in Exhibit B. I'm a native Long Islander residing within the Town of Brookhaven. As indicated in my resume in attached Exhibit B, with over 40-years professional experience in the renewable energy and environmental fields including 10-years as an IPP energy generation assets developer, I've successfully managed the:
 - LIPA-sponsored/Suffolk County-hosted enXco-developed 17MW carport-mount solar generating facilities;
 - Town of Brookhaven's 52MW Distributed Renewable Energy Project involving solar ground-mount, carports and roof mounts; and
 - 24.9MW Invenergy-developed Duke Energy-owned Shoreham Solar Commons Solar Project.
- Mr. Miller has a long professional consulting services history with the Town. In addition to the current professional consulting services being provided by Mr. Miller:
 - In 1972-1974 he provided professional consulting services to the Town's Department of Sanitation in connection with the modernization of the Town-owned Merrick Waste-To-Energy Facility; and
 - In 2008-2009 he provided professional consulting services to the Town's Industrial Development Agency in connection with Covanta Energy's proposed Covanta-Hempstead Waste-to-Energy Facility expansion.

Clearview is committed to providing our clients with the highest quality professional services. Our reputation and our future rely upon the quality of our past and present work and services, which includes our commitment to provide premier, cost-effective professional services to our clients.

Clearview's Budget Estimate

Based upon the aforementioned telephone discussions and previous similar Town of Brookhaven initiative, Clearview is able to provide the Town with the Budget Estimate provided in Exhibit C herein for the Scope of Services presented in Exhibit A. This Budget Estimate reflects our anticipated professional services effort and associated reimbursable expenditures we would expect to incur in the performance of the specific Work we've identified in Exhibit A.

All professional services would be provided on a time and materials basis in accordance with Exhibit E – Hourly Rate Schedule and Terms for Time, Materials and Expenses.

Clearview would provide the Town with an Invoice that would include detailed descriptions of our activities performed for the charges reflected. The Town would only be invoiced for actual services requested by the Town and performed by Clearview.

Clearview has successfully provided similar support services for numerous energy infrastructure projects within authorized budgets for a wide range of public energy sector clients. We believe the successful completion and commercial operation of these projects exemplifies our ability to control costs while adhering to project schedules. We're committed to providing this same cost-effective technical competence at the lowest possible cost to the Town for its proposed Oceanside Landfill Solar Project.

Clearview General Terms and Conditions

All professional services provided by Clearview to the Town would be performed in accordance with Exhibit D – General Terms and Conditions attached hereto.

We sincerely appreciate this opportunity to provide you with this Proposal and look forward to its mutual execution to initiate and expedite the limited Scope of Clearview's services that the Town seeks.. Should have any questions or require any clarifications please feel free to contact me via e-mail WCMillerJr@ClearviewGroup.net or via phone at 631.474.1150.

Sincerely,
Clearview Consultants, LLC



William C. Miller, Jr., PE President

Attachments:

Exhibit A – Proposed Scope of Services

Exhibit B – Qualifications and Resumes Exhibit C – Indicative Cost Estimate

Exhibit D – General Terms and Conditions for Services

Exhibit E – Rate Schedule and Terms for Time, Materials and Expenses

EXHIBIT A
SCOPE OF SERVICES

Based upon Clearview's understanding of the Town's proposed Town-wide Distributed Clean Energy Project initiative, as well as extensive experience with LIPA and LIPA-sponsored on-LI distributed generation resources; as well as the Town of Brookhaven's similar Clean Energy initiative, Clearview proposes the following Scope of Services in response to Town's verbal request:

▪ **Task 1 - Identification and Screening of Candidate Town-owned Host Sites**

Under this Task Clearview would, jointly with designated Town staff:

- Coordinate the co-development of a (Long) List of candidate Town-owned Clean Energy Facilities Host Sites/properties for screening with Town Officials and key stakeholders.
- Conduct the following Sites Technical and Community Acceptance screenings:
 - A Sites LIPA electric grid Interconnections review with PSEGLI; and
 - A stakeholders screening of the List, eliminating those Town-owned properties rejected by Town Officials and/or local communities.

▪ **Task 2 - Distributed Clean Energy Projects Competitive Solicitation Process Phase**

Under this Task Clearview would, jointly with designated Town staff:

- Co-prepare, release and manage the Town's competitive Distributed Clean Energy Projects solicitation (Request For Proposals) process including but not limited to the following:
 - Draft, review and finalize RFP, Appendices and Exhibits for the Town's official Noticing/distribution;
 - Provide supplemental private sector Distribution List;
 - Co-prepare RFP Addendums for Town issuance if/as required;
 - Co-manage RFP Q&A Period;
 - Co-manage RFP Conference and Host Sites visits; and
 - Co-manage competitive Proposals reviews, interviews, evaluations ranking and award recommendation.

▪ **Task 3 - Distributed Clean Energy Projects Development Phase**

Provide Town required/as-requested professional support services including but not limited to the following:

- Attend/participate in Town/Developer coordination Meetings;
- Support Town Lease and Power Purchase Agreements negotiated finalizations; and
- Attend/participate in Town/Developer meetings with involved State, County and Town Jurisdictional Regulatory Agencies, including Town Industrial Development Agency.

Provide Projects Construction Phase oversight/monitoring.

EXHIBIT B

CORPORATE QUALIFICATIONS AND PROFESSIONAL TEAM

ABOUT CLEARVIEW CONSULTANTS, LLC.

The Clearview Group, LLC, was established in 1995 to provide sustainable clean energy development solutions to the US public and private marketplaces.

With over 45-years of hands-on experience developing large, complex and environmentally sensitive energy infrastructure projects across the US Clearview, through its principal William C. Miller, Jr., PE, is strategically positioned to serve both the private and public sectors seeking new state-of-the-art clean, sustainable energy solutions.

Clearview is experienced in all aspects of clean energy projects development including:

- Conceptualization;
- Strategic Planning;
- Facilities Siting And Evaluation;
- Facilities Sizing;
- Environmental Assessments;
- Government Approvals, Certifications and Permits;
- Government & Public Outreach; and
- Agreements:
 - Inter-Municipal;
 - Host Community;
 - Site Lease, Procurement and Development;
 - Fuel Procurement and Supply;
 - Energy Supply, Interconnection and Purchase; and
 - Engineering, Procurement and Construction

The Clearview Advantage

Clearview is proud of its successful energy infrastructure development track records. For the past 48-years Bill Miller has successfully supported development and implementation of distributed clean energy generation storage resources. In submitting this Proposal we believe that our past and present work on energy infrastructure projects throughout NY and over the past 20-years across LIPA's service territory, combined with our local presence, collectively equate to a significant Clearview advantage to the Town regarding the local professional consulting services being sought in support of the Town's proposed distributed clean energy projects development.

Clearview's Consulting Services Strength

Clearview's proposed key professional is the very same professional that's guided successful planning, development and implementation of multiple distributed clean energy projects located within LIPA's services territory.

WILLIAM C. MILLER JR., PE

Mr. Miller has over 45-years of experience successfully developing renewable energy infrastructure projects through public/private partnerships involving over 60 agencies, authorities and utilities in 22-states, the District of Columbia and Puerto Rico. Over this period Mr. Miller has been directly responsible for:

- Projects' conceptualization and development;
- Securing project equity and debt financing;
- Negotiation of power purchase and interconnection agreements;
- Sites identification, screening; option, lease and purchase agreements;
- Navigating federal, state and local regulatory regimes;
- Environmental due diligence reviews and environmental assessments;
- Stakeholder Outreach; and
- Forensic Analyses.

Within New York

- 53MW_{AC} Distributed Solar & Wind Energy Facilities - Town of Brookhaven, Suffolk County
- 17MW_{AC} Distributed Solar Facilities - Suffolk County
- 24.9MW Invenergy-developed/Duke Energy-owned Shoreham Solar Commons
- 2MW Solar Energy Facility - Town of North Hempstead, Nassau County
- 40MW Fuel Cell Energy Projects – Town of Brookhaven, Suffolk County
- 107MW Covanta Hempstead Biomass Energy Company - Hempstead, Nassau County
- 40MW Covanta Onondaga Biomass Energy, LP - Jamesville, Onondaga County
- 25MW Covanta Huntington Biomass Energy, LP - Huntington, Suffolk County
- 3.5MW Landfill Gas Energy – Town of Brookhaven, Suffolk County
- 79.9MW J-Power Pinelawn Power – Town of Babylon, Suffolk County
- 97MW J-Power Edgewood Energy – Town of Islip, Suffolk County
- 79.9MW J-Power Shoreham Energy – Town of Brookhaven, Suffolk County
- 49MW J-Power Equus Power 1 – Village of Freeport, Nassau County

Outside New York

- 1 MW JMU Biomass Energy Facility – Harrisonburg, Rockingham County, VA
- 70 MW Covanta Biomass Energy Company, LLC – Newark., Essex County, NJ
- 18 MW Covanta Biomass Energy, Inc.- Grand Rapids, Kent County, MI
- 18 MW Covanta Biomass Energy Company - Preston, New London County, CT
- 77 MW Montenay Biomass Energy - Miami, Dade County, FL
- 80 MW Wheelabrator Biomass Energy, LP - Baltimore, MD
- 68 MW Wheelabrator Biomass Energy, Inc. - Pompano Beach, Broward County, FL
- 68 MW Wheelabrator Biomass Energy, Inc. - Fort Lauderdale, Broward County, FL
- 3.5 MW Southernmost Biomass Energy Facility- Key West, Monroe County, FL
- 0.5MW Sheldon Jackson College Biomass Energy Facility – Sitka, AK

Education and Professional Registration

Education

- University of Cincinnati
- New York University, BECE 1971

Professional Licenses

New York: No. 053336

EXHIBIT C
BUDGET ESTIMATE

Clearview's Budget Estimate for providing consulting services for the Work scope included in Exhibit A – Scope of Services is provided below. This Budget Estimate reflects Clearview's best assessment of the support activity to be performed in connection with the Town's proposed Distributed Clean Energy Projects undertaking.

All Clearview professional services would be provided on a time and materials basis in accordance with Clearview's Billing Rates Schedule included in Exhibit E. The Town would only be invoiced for actual services provided.

Budget Estimates would not be exceeded without receipt of written authorization from the Town.

- **Task 1 - Identification and Screening of Candidate Town-owned Host Sites**
\$45,000.00
- **Task 2 - Distributed Clean Energy Projects Competitive Solicitation Process Phase**
\$125,000.00
- **Task 3 - Distributed Clean Energy Projects Development Phase**
It's not possible to estimate/price this Task at this time.

EXHIBIT D
CLEARVIEW CONSULTANTS, LLC
GENERAL TERMS AND CONDITIONS FOR SERVICES

This AGREEMENT is by and between Clearview Consultants, LLC a New York Sole Proprietorship Limited Liability Company with its Office located at 138 Pineview Lane, Coram, New York 11727-5116 (CONSULTANT) and the Town of Hempstead a Municipal Corporation with offices at 1 Washington Street Hempstead, NY 11550 (CLIENT).

CLIENT retains CONSULTANT to perform certain professional consulting services in connection with CLIENT's proposed Distributed Clean Energy Facilities Project in return for consideration to be paid by CLIENT under terms and conditions set forth below.

Unless otherwise stated, CONSULTANT's Proposal expires thirty (30) days from its date and may be modified or withdrawn by CONSULTANT prior to receipt of CLIENT's acceptance. The offer and acceptance of any services or goods covered by the Proposal is conditioned upon the terms and conditions contained herein. Any additional or different terms and conditions proposed by CLIENT are objected to and will not be binding upon CONSULTANT unless specifically assented to in writing by CONSULTANT's authorized representative.

ARTICLE 1. SCOPE OF WORK

CONSULTANT will provide professional consultation services as provided in the attached CONSULTANT Proposal. The Scope of Work and the time schedules set forth in the Proposal are based on information provided by the CLIENT. If this information is incomplete or inaccurate, or if Project and Site materially vary from those indicated by CLIENT, or if CLIENT directs CONSULTANT to change the original Scope of Work established by the Proposal, a written amendment equitably adjusting the costs, performance time and/or terms and conditions, shall be executed by CLIENT and CONSULTANT.

ARTICLE 2. COMPENSATION

2.1 CONSULTANT bills for its services on a time and materials basis using the Schedule of Rates and Terms attached as Exhibit E in CONSULTANT's Proposal. CONSULTANT's estimate for particular tasks are presented in Exhibit C and we will not exceed such estimates without prior CLIENT approval.

2.2 Unless otherwise stated in the Proposal, CONSULTANT will submit monthly invoices for Services rendered, and CLIENT will make payment within thirty (30) days of receipt of CONSULTANT's invoices.

2.3 All invoices shall be submitted to the Town Comptroller's Office, 350 Front Street, Hempstead, NY 11550 to the attention of Joanne Malandro

ARTICLE 3. CLIENT'S RESPONSIBILITIES

3.1 CLIENT will designate in writing the person or persons with authority to act in CLIENT's behalf on all matters concerning the work to be performed for CLIENT.

3.2 CLIENT will furnish to CONSULTANT all existing studies, reports, data and other information available to CLIENT necessary for CONSULTANT's performance of the Work, authorize CONSULTANT to obtain additional data as required, and furnish the services of others where necessary for the performance of the work. CONSULTANT will be entitled to use and rely upon all such information and services.

3.3 Where necessary to perform the Work, CLIENT shall arrange for CONSULTANT access to Town-owned sites or properties.

EXHIBIT D
CLEARVIEW CONSULTANTS, LLC
GENERAL TERMS AND CONDITIONS FOR SERVICES

ARTICLE 4. PERFORMANCE OF SERVICE

4.1 CONSULTANT's services will be performed within the time periods set forth in the Proposal.

4.2 Additional services will be performed and completed within the time period agreed to in writing by the parties at the time such services are authorized.

4.3 If any time period within or date by which any of CONSULTANT's services are to be performed is exceeded for reasons unforeseen and beyond CONSULTANT's reasonable control, all rates, measures and amounts of compensation and the time for completion of performance shall be subject to equitable negotiation.

ARTICLE 5. CONFIDENTIALITY

CONSULTANT will hold confidential all information obtained from CLIENT, not previously known by CONSULTANT or in the public domain, unless such information comes into the public domain through no fault of CONSULTANT, or is furnished to CONSULTANT by a third party who is under no obligation to keep such information confidential.

CONSULTANT will destroy or return all confidential information promptly following request from CLIENT.

ARTICLE 6. INDEMNITY

Each Party assumes full responsibility for any claims, suits, accidents, injuries (including death) or damages to the person or property of any third party resulting from its own negligent, reckless or willful acts or those of any of its employees, representatives, contractors, consultants and agents in connection with the Services or activities covered by this Agreement, and, to the extent of its proportionate responsibility therefore, will indemnify, defend and save harmless the other Party, its employees, representatives, contractors, consultants and agents from any costs, liabilities or expenses arising out of such negligent, reckless or willful acts.

ARTICLE 7. OWNERSHIP OF DOCUMENTS

All memoranda, reports and other documents, which the CONSULTANT prepares, shall remain the property of the CLIENT. CLIENT agrees that all reports and other work the CONSULTANT provides, which are not paid for, will be returned upon demand and will not be used for any purpose whatsoever.

EXHIBIT D
CLEARVIEW CONSULTANTS, LLC
GENERAL TERMS AND CONDITIONS FOR SERVICES

Any reports prepared as part of the Work will be prepared solely for use and benefit of the CLIENT. Third parties are not to rely upon CONSULTANT's reports unless both CONSULTANT and CLIENT consent in writing to such reliance.

ARTICLE 8. INDEPENDENT CONTRACTOR

The CONSULTANT is an independent contractor and shall not be regarded as an employee or agent of the CLIENT.

ARTICLE 9. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

The CONSULTANT shall observe all applicable provisions of federal, State and local laws and regulations, including those relating to equal opportunity employment.

ARTICLE 10. SAFETY

CLIENT shall be obligated to inform CONSULTANT of any applicable site safety procedures and regulations known to CLIENT as well as any special safety concerns or dangerous conditions at the site known to CLIENT. CONSULTANT will be obligated to adhere to such procedures and regulations once notice has been given.

CONSULTANT shall not have any responsibility for overall Project and safety at the Site.

ARTICLE 11. LITIGATION

At the request of CLIENT, CONSULTANT agrees to provide testimony and other evidence in any litigation, hearings or proceedings to which CLIENT is or becomes a party in connection with the Work performed under this Agreement. CLIENT agrees to compensate CONSULTANT at its then current rates for its time and other costs in connection with such evidence or testimony. Similarly, if CONSULTANT is compelled by legal process to provide testimony or produce documents or other evidence in connection with Work performed, CONSULTANT agrees to contact CLIENT and cooperate with CLIENT and CLIENT's counsel. CLIENT agrees to compensate CONSULTANT at its then current rates for its time and expense in connection with such testimony or document and other evidentiary production.

ARTICLE 12. NOTICE

All notices to either party by the other shall be deemed to have been sufficiently given when made in writing and delivered in person, by facsimile, certified mail or courier to the address of the respective party or to such other address as such party may designate.

ARTICLE 13. TERMINATION

The performance of Work may be terminated or suspended by either party, in whole or in part. Such termination shall be effected by delivery of ten (10) days' prior written notice specifying the extent to which performance of Work is terminated and the date upon which such action shall become effective. In the event Work is terminated or suspended by CLIENT or by CONSULTANT prior to the completion of services contemplated hereunder, CONSULTANT shall be paid for (i) the services rendered to the date of termination or suspension; (ii) demobilization costs; (iii) costs incurred with respect to non-cancellable commitments; and (iv) reasonable services provided to effectuate a professional and timely project termination or suspension.

**EXHIBIT D
CLEARVIEW CONSULTANTS, LLC
GENERAL TERMS AND CONDITIONS FOR SERVICES**

ARTICLE 14. SEVERABILITY

If any term, covenant, condition or provision of these Terms and Conditions is found by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of these Terms and Conditions shall remain in full force and effect, and shall in no way be affected, impaired or invalidated thereby.

ARTICLE 15. WAIVER

Any waiver by either party or any provision or condition of these Terms and Conditions shall not be construed or deemed to be a waiver of a subsequent breach of the same provision or condition, unless such waiver is so expressed in writing and signed by the party to be bound.

ARTICLE 16. GOVERNING LAW

These Terms and Conditions will be governed by and construed and interpreted in accordance with the laws of the State of New York.

ARTICLE 22. CAPTIONS

The captions of these Terms and Conditions are intended solely for the convenience of reference and shall not define, limit or affect in any way the provisions, terms and conditions hereof or their interpretation.

ARTICLE 23. ENTIRE AGREEMENT

These Terms and Conditions including the attached Proposal represent the entire understanding and agreement between the parties and supersede any and all prior agreements, whether written or oral, and may be amended or modified only by a written amendment signed by both parties.

This Agreement is effective on the last date signed below.

Clearview Consultants, LLC.

Town of Hempstead

William C. Miller, Jr.

By _____

Name William C. Miller, Jr., PE

Title Managing Partner

Date April 24, 2019

By _____

Name John P. Conroy

Title Commissioner of Sanitation

Date _____

APPROVED

[Signature]
COMMISSIONER OF SANITATION

APPROVED

[Signature] 5/29/19
**DIRECTOR OF PURCHASING
DEPUTY TOWN COMPTROLLER**

**APPROVED AS TO
Available Funds**

Date 5/29/19
[Signature]
**Cheryl Petri
Counsel to Comptroller**

**EXHIBIT E
RATE SCHEDULE AND TERMS
FOR
TIME, MATERIALS AND EXPENSES**

DIRECT LABOR RATES

Direct Labor hours charged for Work performed will be billed based upon the hourly rates specified below.

<u>Category</u>	<u>Professional</u>	<u>Rate Per Hour</u>
1.	Principal Consultant	\$195.00

The above rate is subject to increase adjustment in January of each year.

OTHER DIRECT COSTS

1. Expenses for shipping/postage and other costs incurred in the performance of the contract are billed at cost subject to the Town Comptroller's approval.
2. In-house and outsourced copies are billed at cost with cost estimates available upon request.
4. Town requested/authorized travel and subsistence costs are billed at actual cost.

TERMS OF PAYMENT AND CONDITIONS

1. Detailed invoices are rendered monthly for work performed and costs incurred during the previous calendar month.
2. Payment terms are net thirty (30) days from date of invoice.

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION ESTABLISHING THE TOWN OF HEMPSTEAD
GEOGRAPHICAL INFORMATION SYSTEM (GIS) EXECUTIVE
COMMITTEE AND AUTHORIZING THE PURCHASE OF A GIS
ENTERPRISE LICENSE.

WHEREAS, representatives from various departments in the Town of Hempstead have worked together informally for the coordination and development of a comprehensive geographical information system (GIS) database (the "GIS Program"); and

WHEREAS, the Town now wishes to formally recognize the cooperative work of the GIS Program by establishing the GIS Executive Committee; and

WHEREAS, the GIS Executive Committee will assist in the development of the GIS Program and advise and recommend to the Supervisor and Town Board the use and publication of GIS data; and

WHEREAS, the GIS Executive Committee shall:

- a) Create and periodically review the GIS strategic plan for the Town, which plan shall embody the mission, values, and goals of the Town and its GIS Program.
- b) Recommend policies necessary to ensure a coordinated GIS implementation such as database standards, implementation priorities, and system standards.
- c) Formulate technical requirements and standards for all components of an enterprise GIS implementation.
- d) Monitor the overall GIS implementation to make sure progress is being made by each participating agency in general compliance with the adopted implementation strategy.
- e) Expand the enterprise GIS to include additional departments, as appropriate.
- f) Periodically check the progress of critical implementation activities, especially those activities that affect several agencies.
- g) Provide direction in the form of priorities and schedules for GIS implementation tasks that are critical to building the enterprise GIS.
- h) Provide periodic reports to the Town Board regarding GIS related matters, issues and initiatives.

WHEREAS, the GIS Executive Committee shall consist of the Commissioner of the Department of Engineering, who shall serve as Chairperson, and the Commissioner, or his/her designee, of each of the following Departments: Department of General Services, Department of Highways, Department of Parks, Department of Sanitation, Department of Buildings, Department of Water, Department of Conservation and Waterways and Department of Information and Technology; and

WHEREAS, the GIS Executive Committee shall include as ex officio members the Chief of Staff, the Town Board Chief of Staff and a representative from the Town Board Minority, or their designees; and

WHEREAS, the Commissioner of the Department of Engineering has recommended that it is in the best interest of the Town of Hempstead to purchase an Enterprise License from Environmental Systems Research Institute, 380 New York Street, California, in an amount not to exceed \$16,484.00 for the purpose of coordinating, disseminating and educating agency participants in the development and use of the cooperative GIS data (the "Service"); and

WHEREAS, Environmental Systems Research Institute is the sole source vendor able to provide the Service and is duly qualified; and

Item # 39

Case # 30137

WHEREAS, the Town Board wishes to establish the GIS Executive Committee and authorize the procurement of the Enterprise License as set forth above.

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board authorizes the establishment of the GIS Executive Committee, and be it further

RESOLVED, that the Town Board further authorizes the Department of Engineering to purchase an Enterprise License from , Environmental Systems Research Institute in an amount not to exceed \$16,484.00; and be it further

RESOLVED, that the Comptroller is authorized and directed to pay the above stated cost of the Enterprise License from General Services Account No. 8594-5038594-5010

The foregoing was adopted upon roll call as follows:

AYES: ()

NOES: ()

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE EXECUTION OF
AGREEMENTS WITH ENGINEERING FIRMS FOR ON-CALL
CONSULTING SERVICES FOR CONSTRUCTION MANAGEMENT
AND INSPECTION SERVICES IN THE TOWN OF HEMPSTEAD,
NASSAU COUNTY, NEW YORK

WHEREAS, the Town of Hempstead (the "Town"), Department of Engineering (the "Department") is required to improve and construct storm drains, roadways, and other infrastructure improvements to provide improvements for the Highway Capital Construction Program (the "Services"); and

WHEREAS, on an as-needed basis the Town deems it desirable and necessary to obtain the Services of consulting engineers for the purpose of construction management and inspection services and other engineering services pertinent to its Capital Improvement Program; and

WHEREAS, the Department, in accordance with the Town's procurement policy, issued a Request for Proposals for On-Call Construction Management and Inspection Services to firms that were placed on the Department's 2019 Eligible Provider list (the "Consultants"), as per resolution 373-2019, approved by the Town Board on April 2, 2019, and as set forth below:

Consultant	Address
GPI	325 West Main Street, Babylon, N.Y 11702
Blue Shore	1029 Teaneck Road, 2 nd Floor, Teaneck, N. J. 07666
M & J	2003 Jericho Turnpike, New Hyde Park, N. Y. 11040
NV5	40 Marcus Drive, Ste. 20, Melville, N. Y. 11747
Cameron	177 Crossways Park Drive, Woodbury, N. Y. 11797
SIMCO	80 Maiden Lane, Ste. 501, New York, N. Y. 10038
Cashin	1200 Veterans Memorial Highway, Hauppauge, N. Y. 11788
De Bruin	1400 Old Country Road, Ste. 106, Westbury, N. Y. 11590
Lucchesi	307 Locust Street, South Hempstead, N. Y. 11550
Tectonic	18-35 Queens Boulevard, Ste. 1000, Forest Hills, N. Y. 11375
Zi	10 5 th Street, Valley Stream, N. Y. 11580
B. Thayer	99 Sunnyside Boulevard, Woodbury, N. Y. 11797
H2M	538 Broadhollow Road, 4 th Fl. East, Melville, N. Y. 11747
LKB	One Aerial Way, Syosset, N. Y. 11791
D&B	330 Crossways Park Drive, Woodbury, N. Y. 11797
Tri State	161-01 Horace Harding Expwy, Fresh Meadows, N. Y. 11365
Hirani	120 West John Street, Hicksville, N. Y. 11801
Cashin, Spinelli & Feretti	801 Motor Parkway, Hauppauge, N. Y. 11788
Nelson & Pope	572 Walt Whitman Road, Melville, N. Y. 11747
Gedeon	6901 Jericho Turnpike, Ste. 216, Syosset, N.Y. 11791

Item #

Case #

40

30139

Consultant	Address
Liro	3 Aerial Way, Syosset, N. Y. 11791
LKMA	437 South Country Road, Brookhaven, N.Y. 11719
Field Associates	379 Nassau Road, Roosevelt, N.Y. 11575
Aecom	200 Broadhollow Road, #207, Melville, N.Y. 11747

WHEREAS, the Department has determined that the Consultants are adequately staffed, skilled and experienced in the type of work proposed, and are staffed with personnel who are duly licensed and qualified under the laws of the State of New York; and

WHEREAS, the Department has recommended entering into Agreements with the Consultants for all on-call construction management and inspection services consulting work issued by the Department for a term of two (2) years commencing on the date of Agreement execution in an the amount not to exceed \$1,200,000.00 per year (the "Agreements"); and

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

NOW, THEREFORE, BE IT

RESOLVED, that the Commissioner of The Department of Engineering is hereby authorized to execute the Agreements with the Consultants, on behalf of the Town of Hempstead for services pertinent to the Highway Capital Improvement Program in the Town of Hempstead, Nassau County, New York; and be it further

RESOLVED, the Comptroller be authorized and directed to make payments of such sums not to exceed an amount of \$1,200,00.00 per year as from time to time may be required pursuant to said Agreements, to be made out of and charged against Town Highway Capital Improvement Account No.: 9571-503-9571-5010.

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 EXECUTION OF
AGREEMENTS WITH ENGINEERING FIRMS FOR ON-
CALL CONSULTING SERVICES FOR ENGINEERING
DESIGN IN THE TOWN OF HEMPSTEAD, NASSAU
COUNTY, NEW YORK**

WHEREAS, the Town of Hempstead (the "Town"), Department of Engineering (the "Department") is required to prepare various surveys, engineering studies and design plans for roadways, parking fields and/or properties under its Highway Capital Construction Program ("the Services"); and

WHEREAS, on an as-needed basis the Town deems it desirable and necessary to obtain the Services of consulting engineers for the purposes of Engineering Design of the construction work, and other engineering services pertinent to its Capital Improvement Program; and

WHEREAS, the Department of Engineering, in accordance with the Town's procurement policy, issued a Request for Proposals for On-Call Design Services to firms that were placed on the Department of Engineering's 2019 Eligible Provider list (the "Consultants"), as per resolution 373-2019, approved by the Town Board on April 2, 2019, and as set forth below:

Consultant	Address
GPI	325 West Main Street, Babylon, N.Y 11702
Blue Shore	1029 Teaneck Road, 2 nd Floor, Teaneck, N. J. 07666
M & J	2003 Jericho Turnpike, New Hyde Park, N. Y. 11040
NV5	40 Marcus Drive, Ste. 20, Melville, N. Y. 11747
Cameron	177 Crossways Park Drive, Woodbury, N. Y. 11797
SIMCO	80 Maiden Lane, Ste. 501, New York, N. Y. 10038
Cashin	1200 Veterans Memorial Highway, Hauppague, N. Y. 11788
De Bruin	1400 Old Country Road, Ste. 106, Westbury, N. Y. 11590
Tectonic	18-35 Queens Boulevard, Ste. 1000, Forest Hills, N. Y. 11375
BL Companies	145 Pinelawn Road, Ste. 300, Melville, N.Y. 11747
B. Thayer	99 Sunnyside Boulevard, Woodbury, N. Y. 11797
H2M	538 Broadhollow Road, 4 th Fl. East, Melville, N. Y. 11747
LKB	330 Crossways Park Drive, Woodbury, N. Y. 11797
D&B	One Aerial Way, Syosset, N. Y. 11791
Prime	664 Blue Point Road, Unit B, Holtsville, N.Y. 11742
Hirani	120 West John Street, Hicksville, N. Y. 11801
Gedeon	6901 Jericho Turnpike, Ste. 216, Syosset, N.Y. 11791

Item # 41

Case # 30139

Consultant	Address
Nassau Suffolk Engineering,	801 Motor Parkway, Hauppauge, N. Y. 11788
Nelson & Pope	572 Walt Whitman Road, Melville, N. Y. 11747
Liro	3 Aerial Way, Syosset, N. Y. 11791
LKMA	437 South Country Road, Brookhaven, N.Y. 11719
Field Associates	379 Nassau Road, Roosevelt, N.Y. 11575
Aecom	200 Broadhollow Road, #207, Melville, N.Y. 11747
BBV	175 Commerce Drive, Hauppauge, N.Y. 117888

WHEREAS, the Department has determined that the Consultants are adequately staffed, skilled and experienced in the type of work proposed, and they are staffed with personnel who are duly licensed and qualified under the laws of the State of New York; and

WHEREAS, the Department has recommended entering into Agreements with the for all on-call design services consulting work issued by the Department for a term of two (2) years commencing on the date of the Agreement execution in an amount not to exceed \$1,200,000.00 per year (the "Agreements"); and

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

NOW, THEREFORE, BE IT

RESOLVED, that the Commissioner of The Department of Engineering is hereby authorized to execute the Agreements with the Consultants, on behalf of the Town of Hempstead, with the consultants for services pertinent to the Highway Capital Improvement Program in the Town of Hempstead, Nassau County, New York, and be it further

RESOLVED, the Comptroller be authorized and directed to make payments of such sums not to exceed an amount of \$1,200,00.00 per year as from time to time may be required pursuant to said Agreements, to be made out of and charged against Town Highway Capital Improvement Account No.: 9571-503-9571-5010.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE EXECUTION OF AGREEMENTS WITH ENGINEERING FIRMS FOR ON-CALL CONSULTING SERVICES FOR ENGINEERING RELATED STUDIES SERVICES IN THE TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK

WHEREAS, the Town of Hempstead (the "Town"), Department of Engineering (the "Department") requires specialized Engineering Related Studies throughout the Town to provide improvements for the Highway Capital Construction Program (the "Services"); and

WHEREAS, on an as-needed basis the Town deems it desirable and necessary to obtain the Services of consulting engineers for the purpose of Engineering Related Studies services and other engineering services pertinent to its Capital Improvement Program; and

WHEREAS, the Department, in accordance with the Town's procurement policy, issued a Request for Proposals for On-Call Technology Services to firms that were placed on the Department's 2019 Eligible Provider list (the "Consultants"), as per resolution 373-2019, approved by the Town Board on April 2, 2019, and as set forth below:

Consultant	Address
GPI	325 West Main Street, Babylon, N.Y 11702
Blue Shore	1029 Teaneck Road, 2 nd Floor, Teaneck, N. J. 07666
NV5	40 Marcus Drive, Ste. 20, Melville, N.Y. 11747
Cameron	177 Crossways Park Drive, Woodbury, N.Y. 11797
SIMCO	80 Maiden Lane, Ste. 501, New York, N.Y. 10038
Cashin	1200 Veterans Memorial Highway, Hauppauge, N.Y. 11788
De Bruin	1400 Old Country Road, Ste. 106, Westbury, N.Y. 11590
Tectonic	18-35 Queens Boulevard, Ste. 1000, Forest Hills, N.Y. 11375
BL Companies	145 Pinelawn Road, Ste. 300, Melville, N.Y. 11747
B. Thayer	99 Sunnyside Boulevard, Woodbury, N.Y. 11797
H2M	538 Broadhollow Road, 4 th Fl. East, Melville, N.Y. 11747
D&B	330 Crossways Park Drive, Woodbury, N.Y. 11797
Hirani	120 West John Street, Hicksville, N.Y. 11801
Cachin, Spinelli & Feretti	801 Motor Parkway, Hauppauge, N.Y. 11788
Nelson & Pope	572 Walt Whitman Road, Melville, N.Y. 11747
Liro	3 Aerial Way, Syosset, N.Y. 11791
LKMA	437 South Country Road, Brookhaven, N.Y. 11719
Aecom	200 Broadhollow Road, Ste. 207, Melville, N.Y. 11747
M & J	2003 Jericho Turnpike, New Hyde Park, N.Y. 11040

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Case #

30139

WHEREAS, the Department has determined that the Consultants are adequately staffed, skilled and experienced in the type of work proposed, and are staffed with personnel who are duly licensed and qualified under the laws of the State of New York; and

WHEREAS, the Department has recommended entering into Agreements with the Consultants for all on-call Engineering Related Studies services consulting work issued by the Department for a term of two (2) years commencing on the date of Agreement execution in an amount not to exceed \$100,000.00 per year (the "Agreements"); and

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

NOW, THEREFORE, BE IT

RESOLVED, that the Commissioner of The Department of Engineering is hereby authorized to execute the Agreements with the Consultants, on behalf of the Town of Hempstead for services pertinent to the Highway Capital Improvement Program in the Town of Hempstead, Nassau County, New York; and be it further

RESOLVED, the Comptroller be authorized and directed to make payments of such sums not to exceed an amount of \$100,00.00 per year as from time to time may be required pursuant to said Agreements, to be made out of and charged against Town Highway Capital Improvement Account No.: 9571-503-9571-5010.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE EXECUTION OF AGREEMENTS WITH ENGINEERING FIRMS FOR ON-CALL CONSULTING SERVICES FOR MATERIAL TESTING SERVICES IN THE TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK

WHEREAS, the Town of Hempstead (the "Town"), Department of Engineering (the "Department") requires specialized Material Testing Services to provide improvements for the Highway Capital Construction Program (the "Services"); and

WHEREAS, on an as-needed basis the Town deems it desirable and necessary to obtain the Services of consulting engineers for the purpose of Material Testing services and other engineering services pertinent to its Capital Improvement Program; and

WHEREAS, the Department, in accordance with the Town's procurement policy, issued a Request for Proposals for On-Call Material Testing Services to firms that were placed on the Department's 2019 Eligible Provider list (the "Consultants"), as per resolution 373-2019, approved by the Town Board on April 2, 2019, and as set forth below:

Consultant	Address
O'Conner-Petito	27 Forest Avenue, Locust Valley, N.Y. 11560
Tectonic	18-35 Queens Boulevard, Ste. 1000, Forest Hills, N.Y. 11375
B. Thayer	99 Sunnyside Boulevard, Woodbury, N.Y. 11797

WHEREAS, the Department has determined that the Consultants are adequately staffed, skilled and experienced in the type of work proposed, and are staffed with personnel who are duly licensed and qualified under the laws of the State of New York; and

WHEREAS, the Department has recommended entering into Agreements with the Consultants for all on-call Material Testing services consulting work issued by the Department for a term of two (2) years commencing on the date of Agreement execution in an the amount not to exceed \$100,000.00 per year (the "Agreements"); and

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

NOW, THEREFORE, BE IT

RESOLVED, that the Commissioner of The Department of Engineering is hereby authorized to execute the Agreements with the Consultants, on behalf of the Town of Hempstead for services pertinent to the Highway Capital Improvement Program in the Town of Hempstead, Nassau County, New York; and be it further

RESOLVED, the Comptroller be authorized and directed to make payments of such sums not to exceed an amount of \$100,00.00 per year as from time to time may be required pursuant to said Agreements, to be made out of and charged against Town Highway Capital Improvement Account No.: 9571-503-9571-5010.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

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Case # 30139

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE EXECUTION OF AGREEMENTS WITH ENGINEERING FIRMS FOR ON-CALL CONSULTING SERVICES FOR SURVEYING SERVICES IN THE TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK

WHEREAS, the Town of Hempstead (the "Town"), Department of Engineering (the "Department") is required to prepare various surveys and/or plans for roadways, parking fields and/or properties throughout the Town to provide improvements for the Highway Capital Construction Program (the "Services"); and

WHEREAS, on an as-needed basis the Town deems it desirable and necessary to obtain the Services of consulting engineers for the purpose of surveying services and other engineering services pertinent to its Capital Improvement Program; and

WHEREAS, the Department, in accordance with the Town's procurement policy, issued a Request for Proposals for On-Call Surveying Services to firms that were placed on the Department's 2019 Eligible Provider list (the "Consultants"), as per resolution 373-2019, approved by the Town Board on April 2, 2019, and as set forth below:

Consultant	Address
O'Conner-Petito	27 Forest Avenue, Locust Valley, N.Y. 11560
Tectonic	18-35 Queens Boulevard, Ste. 1000, Forest Hills, N.Y. 11375
BL Companies	145 Pinelawn Road, Ste. 300, Melville, N.Y. 11747
B. Thayer	99 Sunnyside Boulevard, Woodbury, N.Y. 11797
Gayron DeBruin	88 Duryea Boulevard, Melville, N.Y. 11747
D&B	330 Crossways Park Drive, Woodbury, N.Y. 11797
Hirani	120 West John Street, Hicksville, N.Y. 11801
Liro	3 Aerial Way, Syosset, N.Y. 11791

WHEREAS, the Department has determined that the Consultants are adequately staffed, skilled and experienced in the type of work proposed, and are staffed with personnel who are duly licensed and qualified under the laws of the State of New York; and

WHEREAS, the Department has recommended entering into Agreements with the Consultants for all on-call surveying services consulting work issued by the Department for a term of two (2) years commencing on the date of Agreement execution in an the amount not to exceed \$200,000.00 per year (the "Agreements"); and

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

NOW, THEREFORE, BE IT

RESOLVED, that the Commissioner of The Department of Engineering is hereby authorized to execute the Agreements with the Consultants, on behalf of the Town of Hempstead for services pertinent to the Highway Capital Improvement Program in the Town of Hempstead, Nassau County, New York; and be it further

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Case # 30139

RESOLVED, the Comptroller be authorized and directed to make payments of such sums not to exceed an amount of \$200,00.00 per year as from time to time may be required pursuant to said Agreements, to be made out of and charged against Town Highway Capital Improvement Account No.: 9571-503-9571-5010.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE EXECUTION OF AGREEMENTS WITH ENGINEERING FIRMS FOR ON-CALL CONSULTING SERVICES FOR TECHNOLOGY SERVICES IN THE TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK

WHEREAS, the Town of Hempstead (the "Town"), Department of Engineering (the "Department") requires specialized civil engineering survey, design, drafting, plotting and G.I.S hardware and software, technical support and assistance to provide improvements for the Highway Capital Construction Program (the "Services"); and

WHEREAS, on an as-needed basis the Town deems it desirable and necessary to obtain the Services of consulting engineers for the purpose of technology services and other engineering services pertinent to its Capital Improvement Program; and

WHEREAS, the Department, in accordance with the Town's procurement policy, issued a Request for Proposals for On-Call Technology Services to firms that were placed on the Department's 2019 Eligible Provider list (the "Consultants"), as per resolution 373-2019, approved by the Town Board on April 2, 2019, and as set forth below:

Consultant	Address
GPI	325 West Main Street, Babylon, N.Y. 1102
B. Thayer	99 Sunnyside Boulevard, Woodbury, N.Y. 11797
H2M	538 Broadhollow Road, 4 th Fl. East, Melville, N.Y. 11747
Gayron & DeBruin	88 Duryea Boulevard, Melville, N.Y. 11747
Liro	3 Aerial Way, Syosset, N.Y. 11791
LKMA	437 South Country Road, Brookhaven, N.Y. 11719

WHEREAS, the Department has determined that the Consultants are adequately staffed, skilled and experienced in the type of work proposed, and are staffed with personnel who are duly licensed and qualified under the laws of the State of New York; and

WHEREAS, the Department has recommended entering into Agreements with the Consultants for all on-call technology services consulting work issued by the Department for a term of two (2) years commencing on the date of Agreement execution in an the amount not to exceed \$200,000.00 per year (the "Agreements"); and

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

NOW, THEREFORE, BE IT

RESOLVED, that the Commissioner of The Department of Engineering is hereby authorized to execute the Agreements with the Consultants, on behalf of the Town of Hempstead for services pertinent to the Highway Capital Improvement Program in the Town of Hempstead, Nassau County, New York; and be it further

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Case # 30139

RESOLVED, the Comptroller be authorized and directed to make payments of such sums not to exceed an amount of \$200,00.00 per year as from time to time may be required pursuant to said Agreements, to be made out of and charged against Town Highway Capital Improvement Account No.: 9571-503-9571-5010.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution

And moved its adoption:

RESOLUTION AUTHORIZING THE COMMISSIONER OF THE DEPARTMENT OF GENERAL SERVICES (THE "COMMISSIONER") AND THE COMMISSIONER OF HIGHWAY (THE "COMMISSIONER") TO EXECUTE AN INTER-MUNICIPAL AGREEMENT BETWEEN THE TOWN OF HEMPSTEAD (THE "TOWN") AND THE VILLAGE OF HEMPSTEAD (THE "VILLAGE") TO ALLOW THE VILLAGE TO USE THE FUELING STATION AT THE GREENFIELD CEMETERY AND ROOSEVELT HIGHWAY YARD FACILITIES.

WHEREAS, the Village's fuel dispensing facilities need to be replaced; and

WHEREAS, the Department of General Services facility located in Uniondale, New York and the Department of Highway facility located in Roosevelt both have a fuel dispensing system; and

WHEREAS, the Village has asked the Town to use each of the fuel dispensing systems to fuel its vehicles; and

WHEREAS, the Town and Village are authorized by law to enter into such an Agreement; and

WHEREAS, the Village Board of the Village duly passed a resolution on June 5, 2018 authorizing this Agreement; and

WHEREAS, it is in the public interest to enter into such Inter-Municipal Agreement and the Commissioners have recommended that such Inter-Municipal Agreement be executed;

NOW, THEREFORE, BE IT

RESOLVED, that the Commissioners be and hereby are authorized to execute the Inter-Municipal Agreement between the Town and the Village; and

BE IT FURTHER

Item #

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Case #

27511 +
28605

RESOLVED, that all monies collected and paid in connection with this Agreement shall be deposited by the Comptroller into the Department of General Services Misc. Revenue Other Government Account No. 010-012-9000-2389 and the Department of Highway Misc. Revenue Other Government Account No. 041-003-5110-2389.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

**AGREEMENT BETWEEN THE INCORPORATED VILLAGE OF HEMPSTEAD and
THE TOWN OF HEMPSTEAD**

AGREEMENT made this ___ day of _____, 2019, between the **INCORPORATED VILLAGE OF HEMPSTEAD**, a municipal corporation, having its principal place of business at 99 James A. Garner Way, Hempstead, New York 11550 (hereinafter "**VILLAGE**") and the **TOWN OF HEMPSTEAD**, a municipality, having its principal place of business at **One Washington Street, Hempstead, NY 11550** (hereinafter "**TOWN**").

WITNESSETH

WHEREAS, VILLAGE has requested permission from **TOWN** to use its gasoline pumps to fuel **VILLAGE** vehicles, and **TOWN** has agreed to do so, upon certain terms and conditions as herein provided.

NOW, in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

8. Effective this date, **VILLAGE** may fuel one hundred thirty-five (135) of its motor vehicles at the gasoline pumps of **TOWN** maintained at the Greenfield and Roosevelt facilities of **TOWN**. Fueling may take place only during the time-periods established by the Director of the Highway Department of **TOWN**. **VILLAGE** and its agents, employees and servants shall comply with all rules and regulations of **TOWN** as hereinafter enacted for the use of those gasoline pumps and shall further obey all directions given by the personnel of **TOWN** with respect to the use of the gasoline pumps.

9. **VILLAGE** shall pay to **TOWN** the rate **TOWN** pays for such gasoline plus an additional thirty cents (\$.30) per gallon for administrative and labor expenses.

10. **VILLAGE** shall indemnify and hold harmless **TOWN**, its officers, employees, agents and representatives from and against all claims, damages, losses and expenses, including attorney's fees, for any bodily injury, sickness, disease or death, or injury to or destruction of property, including the loss of use thereof, in any way arising out of or resulting from the use of **TOWN's** gas pumps, unless resulting from an intentional act of **TOWN** or solely from a willful, wanton or reckless negligence of **TOWN**.

11. **VILLAGE** shall carry liability insurance covering its use of **TOWN's** gas pumps in an amount and in a form satisfactory to **TOWN**. **VILLAGE** shall provide **TOWN** with certificates of insurance acceptable to **TOWN**, containing a provision naming **TOWN** as an additional insured party to all such liability policies, with non-responsibility for payment of premiums, and shall further contain a provision that coverage afforded under the policies will not be cancelled until at least fifteen (15) days prior written notice has been given to **TOWN**.

12. Either party may terminate the Agreement upon twenty (20) days written notice to the other party by certified mail, return receipt requested to the address stated at the beginning of the Agreement. Notice shall be deemed given upon the mailing of such notice.

13. This Agreement may not be modified except in writing, duly executed by **VILLAGE** and **TOWN**.

14. This Agreement shall not be binding until approved by the Board of Trustees of **VILLAGE** and the Council Members of **TOWN**, which approval shall be evidenced by the signatures of the Mayor of **VILLAGE** and the duly authorized signature of the principal of **TOWN**

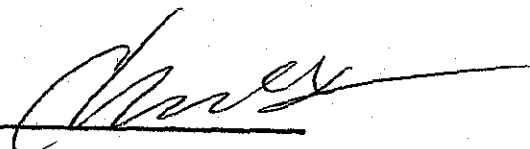
to this Agreement. The parties shall exchange certified copies of the resolutions and minutes of their respective Boards approving this Agreement.

INCORPORATED VILLAGE OF
HEMPSTEAD

TOWN OF HEMPSTEAD

BY: 
DON RYAN, MAYOR


BY: _____

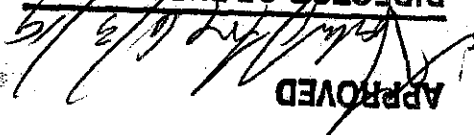
Recommended By 
Date 6/3/19 ^{FOR} Commissioner of General Services
Town of Hempstead

APPROVED

Commissioner of Highway
Town of Hempstead

APPROVED AS TO FORM
Charles O. Heine
SENIOR DEPUTY TOWN ATTORNEY
DATE 6/3/19

APPROVED
By  Date 6/4/19
KEVIN R. CONROY, CPA
TOWN COMPTROLLER

APPROVED

DIRECTOR OF PURCHASING

Case No.

Resolution No.

Adopted:

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

RESOLUTION ADOPTING A FINAL SCOPE IN ACCORDANCE WITH THE NEW YORK STATE ENVIRONMENTAL QUALITY REVIEW ACT (SEQRA) FOR PROPOSED AMENDMENTS TO THE TOWN OF HEMPSTEAD ZONING ORDINANCE CREATING THE BALDWIN MIXED-USE OVERLAY DISTRICT

WHEREAS, in August 2018, the Town Board accepted the Baldwin Downtown and Commercial Corridor Resiliency (DCCR) Study, which was the culmination of a comprehensive planning effort that reviewed existing economic and physical conditions along the corridor and outlined a series of strategies and projects that would address critical issues and contribute to a more resilient, safe, and sustainable future for the Baldwin community; and

WHEREAS, a key recommendation of the DCCR Study was the creation of a new overlay district along the corridor that would encourage the development of a walkable, compact and transit-oriented downtown with a mix of residential, retail and commercial uses supported by enhanced infrastructure; and

WHEREAS, the subject property is situated in Baldwin in the unincorporated area of the Town of Hempstead, and is made up of approximately 87 acres along the Grand Ave. corridor consisting of 185 individual tax lots, with approximate boundaries of the corridor being Florence Street and Milburn Avenue to the north, and Merrick Road between Gale Avenue and Park Avenue to the south; and between Chestnut Street/Rockwood Avenue to the west, and Milburn Avenue to the east, and includes the Baldwin Long Island Railroad (LIRR) station at Grand Avenue and Sunrise Highway; and

WHEREAS, the Town Board is considering, in consultation with VHB Engineering, Surveying, Landscape Architecture and Geology, P.C. ("VHB") and Vision Long Island, a Baldwin Mixed-Use Overlay District ("the Proposed Action"), with accompanying Design Guidelines, for the Grand Avenue corridor in the hamlet of Baldwin to facilitate private investment and economic development by leveraging the area's proximity to public transportation and promoting mixed-use transit-oriented development around the Baldwin LIRR station; and

WHEREAS, the Town Board, in consultation with VHB and Vision Long Island, has developed a draft zoning ordinance known as the Baldwin Mixed-Use Overlay District, with accompanying Design Guidelines, to facilitate high-quality and economically viable development within the Grand Avenue corridor of the hamlet of Baldwin; and

WHEREAS, pursuant to NYCRR Part 617 of the State Environmental Quality Review Act (SEQRA), the Town Board seeks to conduct an environmental review of this project; and

WHEREAS, the Town Board has preliminarily identified the Proposed Action as a Type I Action in accordance with SEQRA; and

WHEREAS, pursuant to 6 NYCRR 617.6(b)(2)(i), for Type I actions involving more than one agency, a lead agency must be established prior to a determination of significance; and

WHEREAS, 6 NYCRR 617.6(b)(3)(i) requires that when an agency proposes to approve a Type I action undergoing coordinated review with other agencies, it must, as soon as possible, transmit Part 1 of the Environmental Assessment Form (EAF)

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Case # 30114

completed by the project sponsor and a copy of any applications it has received to all involved agencies and notify them that a lead agency must be agreed upon within 30 calendar days of the date the EAF was transmitted to them; and

WHEREAS, the Town Board declared its intent to be lead agency on March 8, 2019 and followed the above mentioned procedure, received no objection from the other involved agencies during the ensuing 30-day period; and

WHEREAS, the Town Board has caused to be prepared Parts 1, 2, and 3 of a Full Environmental Assessment Form of the EAF (collectively "the EAF") to analyze and evaluate potential significant adverse environmental impacts associated with the proposed action, as described above, and has reviewed the aforesaid EAF and agrees with the contents therein; and

WHEREAS, the Town Board has compared the potential impacts of the proposed action, as set forth in Parts 2 and 3 of the EAF, with the criteria set forth in 6 NYCRR 617.7(c); and

WHEREAS, the Town Board found that the proposed action may have one or more significant adverse impacts on the environment and issued a Positive Declaration on April 16, 2019, requiring the preparation of a Draft Environmental Impact Statement (DEIS); and

WHEREAS, the Town Board determined that formal scoping would be conducted; and

WHEREAS, the Town Board has caused a Draft Scope to be prepared in accordance with 6 NYCRR 617.8(b) and which Draft Scope was issued on April 16, 2019; and

WHEREAS, the Town Board directed the Town Clerk to file, distribute and publish the Draft Scope along with the Positive Declaration, in accordance with the requirements of 6 NYCRR 617.12(b)(c); and

WHEREAS, a public scoping meeting was held on May 6, 2019 at 7 p.m. at the Town of Hempstead Town Hall, and all persons there present wishing to be heard on the Draft Scope were given the opportunity to do so; and

WHEREAS, the comment period on the Draft Scope ended on May 24, 2019 and the lead agency received comments from the public, as well as involved and interested agencies, in addition to the testimony entered at the public scoping meeting; and

WHEREAS, the lead agency has caused a Final Scope, dated June 11, 2019, to be prepared in accordance with 6 NYCRR 617.8(e), the content of which gives due consideration to the comments received during the public review period for the Draft Scope.

NOW, THEREFORE, BE IT

RESOLVED, that based on the foregoing, the Hempstead Town Board, as lead agency, hereby adopts the annexed Final Scope; and be it further

RESOLVED, that the Hempstead Town Board directs the Town Clerk to file, distribute and publish the Final Scope in accordance with the requirements of 6 NYCRR 617.8(e) and 617.12(b) and (c).

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 as follows:

RESOLUTION AUTHORIZING THE TOWN OF HEMPSTEAD TO ACCEPT A
DONATION IN THE AMOUNT OF \$10,000 FROM PENNY LANE
PRODUCTIONS, LLC

WHEREAS, Penny Lane Productions, LLC with offices at 42-22 22nd Street, Long Island City, NY 11101 and an independent third party without affiliation of any kind with the Town recently sought and received permission from the Town to film a segment of the HBO television show "The Deuce" at Shell Creek Park; and

WHEREAS, the Department of Parks and Recreation has historically sought to subsidize the funding of the Town's Summer Neighborhood Concert Series by requesting modest donations from companies seeking to film on Town Park property; and

WHEREAS, with respect to the filming of the television show "The Deuce", the Department of Parks and Recreation suggested, and Penny Lane Productions, LLC agreed, to make a donation in the sum of \$10,000.00 (the "Donation") to the Town's Summer Neighborhood Concert Series; and

WHEREAS, the Commissioner of the Department of Parks and Recreation respectfully requests a \$10,000.00 increase to the "Contributions" budget line in the Department's 2019 Operating Budget to enable the Department to subsidize the funding of the Town's annual Summer Concert Series held in Town Parks; and

WHEREAS, the Town desires to accept the Donation for the purpose of contributing to the funding of the Town's annual Summer Neighborhood Concert Series.

NOW, THEREFORE, BE IT

RESOLVED, that the Town of Hempstead hereby agrees to accept the Donation from Penny Lane Productions, LLC for the express purpose of contributing to the funding of the Town's annual Summer Neighborhood Concert Series; and

BE IT FURTHER

RESOLVED, that the Town Comptroller be and hereby is authorized to deposit the \$10,000.00 Donation into the Gifts and Donation Account (#400-007-7110-2705); and

BE IT FURTHER

RESOLVED, that the Town Comptroller be and hereby is authorized to increase the "Contributions" (400-007-7110-2705) budget line in the Department of Parks and Recreation 2019 Operating Budget by the amount of \$10,000.00 in order to subsidize the funding of the Town's annual Summer Concert Series.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

48

Case #

21943

CASE NO.

RESOLUTION NO.

Adopted:

offered

the following resolution and moved its adoption:

RESOLUTION APPROVING SITE PLANS SUBMITTED BY WILLIAM LINDENMEIER ON BEHALF OF 1104 HEMPSTEAD AVENUE LLC, IN CONNECTION WITH BUILDING APPLICATION #201710326, TO CONSTRUCT TWELVE (12), THREE AND ONE HALF STORY MULTI-FAMILY TOWNHOUSES WITH ASSOCIATED SITE IMPROVEMENTS LOCATED ON THE EAST SIDE OF HEMPSTEAD AVENUE, 107.7 FEET NORTH OF ATLAS COURT (WINNEPESAUKEE ROAD), MALVERNE, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, heretofore, William Lindenmeier, on behalf of 1104 Hempstead Avenue LLC has submitted an application bearing #201710326, to construct twelve (12), three and one half story multi-family townhouses with associated site improvements located on the east side of Hempstead Avenue, 107.7 north of Atlas Court (Winnepesaukee Road), Malverne, Town of Hempstead, New York; and

WHEREAS, in connection with such application and pursuant to the requirements of Section 305 of Article XXXI of the Building Zone Ordinance of the Town of Hempstead, said applicant has submitted a Alignment Plan, dated June 1, 2017, last revised September 17, 2018, and bearing the seal of Christopher W. Robinson , P.E., License # 67519, University of the State of New York, which site plans show the use, dimensions, types and locations of each of the buildings, structures, or other improvements existing or proposed to be installed, erected or altered upon the site shown and the provisions proposed to be made for the facilities and improvements required by said Section 305 to be shown; and

WHEREAS, said site plan has been approved as submitted by the Commissioner of the Highway Department, the Town Engineer and the Commissioner of the Department of Buildings; and

WHEREAS, the Town Board, after giving due consideration to those matters required to be considered by them pursuant to the provisions of the aforesaid Section 305, finds it in the public interest that the site shown be developed and improved in accordance with the site plan as submitted.

NOW THEREFORE, BE IT

RESOLVED, that the site plan submitted by William Lindenmeier on behalf of 1104 Hempstead Avenue LLC entitled Alignment Plan, dated June 1, 2017 and last revised September 17, 2018 and bearing the seal of Christopher W Robinson, P.E., License #67519, University of the State of New York, in connection with building application #201710326, to construct twelve (12) three and one half story multi-family townhouses with associated site improvements located on the east side of Hempstead Avenue, 107.7 feet north of Atlas Court (Winnepesaukee Road), Malverne, Town of Hempstead, New York, be and the same is hereby approved.

The foregoing resolution was adopted upon role call as follows:

AYES:

NOES:

Item # 49
Case # 30140

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE TRANSFER OF FUNDS FROM
THE PARKS & RECREATION FUND-APPROPRIATED FUND BALANCE
ACCOUNT TO THE PARKS & RECREATION FUND- RENT OF EQUIPMENT
ACCOUNT IN THE 2019 BUDGET.

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

400-007-7110 PARKS & RECREATION

FROM: 400-5990 Appropriated Fund Balance \$15,900.00

TO: 400-007-7110-4130 Rent of Equipment \$15,900.00

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

50

Case #

6305

Case No.

Resolution No.

Adopted:

Council(wo)man
adoption:

offered the following resolution and moved its

**RESOLUTION RATIFYING AND
CONFIRMING THE DEPARTMENT OF
OCCUPATIONAL RESOURCES
AGREEMENT WITH ALCOTT HR GROUP,
LLC FOR A TEMPORARY PERIOD AND
LIMITED ADMINISTRATION FEES**

WHEREAS, the Department of Occupational Resources("DOOR") operates the HempsteadWorks Career Center, which provides assistance to jobseekers with career counseling, information and referrals; jobseekers may also participate in a variety of career development workshops; in addition to adults and displaced workers, HempsteadWorks also provides services to economically disadvantaged youth, veterans, individuals with disabilities, older workers, and others; helps businesses to recruit qualified workers by providing referrals and by arranging for on-site interviews within the Career Center; and depending upon employer eligibility and availability of funds, helps businesses to apply for tax incentives related to hiring new workers and also to access reimbursement of training costs through On-The-Job Training programs; and

WHEREAS, DOOR requires the professional services of Alcott HR Group LLC ("Alcott") to achieve its objectives; and

WHEREAS, DOOR and Alcott entered into an agreement for said services on March 23, 2017 that expires on June 30, 2019; and

WHEREAS, DOOR recommends extending said agreement past June 30, 2019, and said extension requires the approval of the Town Board pursuant to Hempstead Town Code §64-4 and the Town's Procurement Policy and Procedures, last amended under TBR 1532-2018;

NOW, THEREFORE, BE IT

RESOLVED, the Agreement between DOOR and Alcott entered into on March 23, 2017 is hereby extended to August 31, 2019; and be it further

RESOLVED, the services provided by Alcott which constitute administrative fees under DOOR's federal and state grants shall not exceed \$20,000 for the extension period ending on August 31, 2019; and be it further

RESOLVED,

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 52
Case # 30141
24824

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

SYLVIA A. CABANA
TOWN CLERK

DONALD X. CLAVIN, JR.
RECEIVER OF TAXES

GREGORY R. BECKER
COMMISSIONER

TOWN OF HEMPSTEAD

DEPARTMENT

OF

OCCUPATIONAL RESOURCES

50 CLINTON STREET, HEMPSTEAD, NY 11550-4201
(516) 485-5000 FAX# (516) 485-5009



LAURA A. GILLEN
SUPERVISOR

August 23, 2018

Mr. Barry Shorten
Executive Vice President
Alcott HR Group LLC
71 Executive Boulevard
Farmingdale, NY 11735

Re: Contract # SL-ALCOTT-2017-2018

Dear Mr. Shorten:

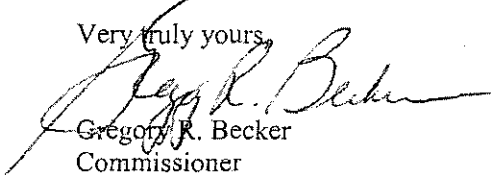
This letter is intended to and shall serve as an amendment to the above referenced contract previously executed by the Department of Occupational Resources and Alcott HR Group, LLC. Your signature at the bottom of this letter will serve as your acceptance of the terms of such revision as stated below.

The following revisions to the contract are required for it to continue to be in effect:

1. **TERMS OF THE AGREEMENT** is revised to change "shall terminate on the 30th day of June 30, 2019" to "shall terminate on the 30th day of June 30, 2021;"
2. Contract # is amended from "SL-ALCOTT-2017-2018" to "SL-ALCOTT-2017-2018-2019-2020;"
3. All other terms and conditions of the contract shall remain in full force and effect.

Enclosed are two originals of this contract rider. Please sign both and return them to our office. Once these originals are executed, one will be returned to you for your records.

Very truly yours,

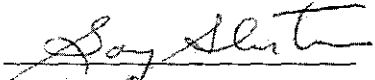

Gregory R. Becker
Commissioner

Agreed and accepted:

Dated:

8/30/2018

by:


Barry Shorten, Executive Vice President

Dated:

9/4/2018

by:


Gregory R. Becker, Commissioner

**CONTRACT: SL-ALCOTT-2017-2018
FUND: VARIOUS
SERVICES: STAFF LEASING**

This Agreement made between the Town of Hempstead Department of Occupational Resources, hereinafter referred to as "DOOR," having its principal office at 50 Clinton Street, Suite 400, Hempstead New York 11550, and Alcott HR Group, LLC., having its principal offices at 71 Executive Boulevard, Farmingdale, New York 11735, hereinafter referred to as "CONTRACTOR."

WITNESSETH:

Whereas, DOOR has been designated as the "Grant Subrecipient/Fiscal Agent" by the Town of Hempstead Workforce Development Board pursuant to the Workforce Innovation and Opportunity Act of 2014 (P.L. 113-128), hereinafter WIOA;

Whereas, DOOR has also been designated by the under the Personal Responsibility Work Opportunity Reconciliation Act of 1996 (PRWORA) Temporary Assistance to Needy Families (TANF) Block Grant Program, hereinafter TANF;

Whereas DOOR on behalf of the Town of Hempstead Workforce Development Board hereinafter "WDB," is desirous of providing such services to eligible individuals, and

Whereas DOOR believes the contractor herein is qualified to provide such services and conduct related programs and the arrangements and details for such activity should be reduced to this financial agreement between DOOR and CONTRACTOR.

WHEREAS, THE CONTRACTOR has submitted a proposal to serve eligible WIOA participants, which proposal has been accepted by the WDB and DOOR and is attached and incorporated herein as **Appendix A** hereto;

Now, therefore, the parties mutually agree as follows:

TERMS OF AGREEMENT

This Agreement shall become effective on **the 1st day of July 1, 2017** and shall terminate on the **30th day of June, 2019**, unless extended by mutual agreement of parties hereto.

TERMS AND CONDITIONS

1. See Appendix B.

PARTICIPANT ELIGIBILITY

2. See Appendix C.

ASSURANCES

3. See Appendix D.

MUTUAL PROMISE

4. DOOR hereby hires and retains the services of the CONTRACTOR and agrees that it will be responsible for all general and local program coordination and all outreach to, and referral to the program of, potentially eligible participants and other duties as specified on **Appendix A**. CONTRACTOR further agrees that any expenses incurred in the provision of these services will be borne solely by the CONTRACTOR.

5. DOOR'S OBLIGATIONS

- 5a) Payments to CONTRACTOR shall be made in accordance with the Budget included in **Appendix A** and the service fee cited in **Appendix B**.
- 5b) Provide CONTRACTOR with all forms necessary to complete its reporting requirements.
- 5c) To monitor CONTRACTOR's performance of its obligations, and to address the needs of the CONTRACTOR arising from the performance of same. Where in the interests of DOOR, DOOR shall take those steps necessary to facilitate the performance of such obligations.

6. CONTRACTOR OBLIGATIONS

- 6a) Shall perform all services as specified in this agreement within the period agreed upon herein, as per **Appendix B**.
- 6b) Services to be performed will be assigned by the Commissioner of DOOR.
- 6c) CONTRACTOR agrees that the services to be rendered hereunder shall be limited to those services specified in the **Appendix B** which is attached hereto and made a part hereof.

7. PAYMENTS

- 7a) DOOR hereby hires and retains the services of CONTRACTOR to conduct professional services as set forth in **Appendix A** which is attached hereto and made a part hereof.
- 7b) For all its services hereunder, DOOR agrees to pay CONTRACTOR the cost for services rendered as set forth under the **Terms and Conditions in Appendix B** which is attached hereto and made a part thereof. In no event shall the amounts paid exceed the amounts specified in paragraph 5a., Supra.
- 7c) CONTRACTOR will be paid only for hours spent on the WIOA/TANF program and verified and approved by the Commissioner.
- 7d) No funds are authorized for overtime or meal expenditures.

- 7e) CONTRACTOR will submit original Town of Hempstead claim forms, provided by DOOR, for time spent providing services upon completion of each month of the contract. Claims are subject to adjustment and auditing by authorized DOOR personnel for actual costs incurred pursuant to this agreement.
- 7f) CONTRACTOR and DOOR agree that no services to be considered for payment shall (as set forth by Appendix A) be exceeded unless agreed to in writing by both parties, in advance of such claim for services.

8. CLAIMS AND CLOSE-OUT

- 8a) CONTRACTOR shall be paid monthly upon submission of duly certified claim forms approved by the DOOR. Such claim forms will be supplied by the DOOR and must be submitted to the DOOR within twenty (20) days after the end of the preceding monthly period.
- 8b) CONTRACTOR agrees to submit within 120 days following the termination date of this agreement all reports and statements required as part of the close-out procedure. Such reports will include, but will not be limited to, all cost data final claims for reimbursement or other fiscal adjustments deemed to be allocable and allowable under the contract. Upon the 120th day following, all unexpended funds shall automatically be deobligated by DOOR. At such time, DOOR shall have no further obligation whatsoever to CONTRACTOR.
- 8c) DOOR agrees to provide to CONTRACTOR all forms necessary to complete reporting requirements. DOOR further agrees to provide support and assistance required to complete such reporting requirements.

9. AUDITING AND RECORD KEEPING

- 9a) CONTRACTOR, including its satellites, if any, shall maintain full and complete books and records of accounts in accordance with accepted accounting practices as may be prescribed by DOOR, this contract, the grant pursuant to which it is entered, and applicable statutory authority. Such books and records shall at all times be available for audit and inspection by DOOR, the New York State Department of Labor and the U.S. Department of Labor.
- 9b) The CONTRACTOR agrees to provide DOOR or its designee access to all relevant records which DOOR requires to determine CONTRACTOR'S compliance with the performance of this contract or with applicable Federal, State, or local law. Such period of access and retention of records shall continue until any and all claims, appeals, litigation or disputes are satisfactorily completed.

- 9c) CONTRACTOR agrees to provide DOOR with its independent audit report within thirty days after receipt of an audit or within nine months after the end of the subrecipient audit period.
- 9d) CONTRACTOR agrees that DOOR will be responsible for all eligibility determination and verification.
- 9e) CONTRACTOR agrees that the services to be rendered hereunder shall include, but not be limited to, all of the matters contained in DOOR's **Request For Proposals (RFP)**, CONTRACTOR's response thereto and its proposal submitted to DOOR, attached hereto and made a part hereof, with the same force and effect as if recited at length herein. Any provision which has been stricken from the attachments AND initialed by DOOR or its authorized agent, servant, or employee shall not be deemed to be a provision of this agreement.

10. MONITORING

- 10a) DOOR assures that it will notify the CONTRACTOR in writing of all participants authorized to begin work. During the term of this Agreement, DOOR shall have the right to inspect or monitor any or all work sites and/or progress of participants.
- 10b) It is understood and agreed that the above mentioned services of CONTRACTOR shall be monitored and evaluated by DOOR, and the CONTRACTOR shall submit reports as requested by DOOR. If pursuant to such monitoring and evaluation, DOOR should at any time find that these services have not been rendered in a satisfactory manner, then such improper performance shall be deemed to be substantial violation of the Agreement and DOOR may then cancel this Agreement at its sole option and discretion.

TOTAL COSTS AND EXPENSES

- 11. CONTRACTOR represents and agrees that the program cost for the term of the Agreement, attached hereto and designated **Appendix A**, and made a part hereof, lists all the costs for all the services to be rendered by the CONTRACTOR under this Agreement.

OBLIGATIONS CURRENT

- 12. CONTRACTOR warrants that it is not in arrears to DOOR upon any debt or contract and that it is not in default as surety, contractor or otherwise upon any obligation to DOOR.

INDEPENDENT CONTRACTOR STATUS

- 13. CONTRACTOR agrees that it is and at all times shall be deemed an independent contractor and shall not, in any manner whatsoever, by its actions or deeds commit DOOR the Town of Hempstead, the WDB or the Town of Hempstead to

any obligations irrespective of the nature thereof. CONTRACTOR shall not at any time or for any purpose be deemed an employee of DOOR or the Town of Hempstead. It is further understood and agreed that no agent, servant or employee of the CONTRACTOR shall at any time or under any circumstances be deemed an agent, servant, employee or representative of DOOR or the Town of Hempstead. CONTRACTOR further understands that it will not be provided with a desk, telephone or office supplies, or office equipment.

HOLD HARMLESS AND INDEMNIFICATION

14. CONTRACTOR agrees that it is, and at all times be deemed to be, an independent contractor and shall not at any time or for any purpose be deemed an employee of the Town of Hempstead, hereinafter referred to as TOWN or any of the departments or divisions thereof. CONTRACTOR shall not in any manner whatsoever, by its actions or deeds, commit TOWN, the WDB, DOOR, or the to any obligation irrespective of the nature thereof. It is further understood that no agent, servant, or employee of CONTRACTOR, at any time or under any circumstances, be deemed to be an agent, servant, or employee of TOWN. CONTRACTOR agrees to and affirms that it will pay and compensate all persons required to be so compensated for their performance pursuant to this agreement, and agrees to hold TOWN, the WDB, DOOR, or the harmless from liability for payments due for such services rendered.

With respect to and in conjunction with, the specific performance stated under item 1 and Appendix B CONTRACTOR agrees to conduct its activities pursuant to this agreement so as not to endanger any person and to indemnify and hold harmless TOWN, the WDB, DOOR, or the , its agents, officers, and employees against any and all claims, demands, causes of action including claims for personal injury and/or death, damages (including damages to TOWN property), costs and liabilities, at law or in equity, of every kind and nature whatsoever, directly or proximately resulting from.

15. INSURANCE REQUIREMENTS

Prior to the commencement of the program, CONTRACTOR shall procure and keep in force during the term of this Agreement or any renewal thereof, at its own cost and expense, a policy of insurance for Comprehensive General Liability for the Town, DOOR, the Town of Hempstead Private Industry Council, the WDB, DOOR, or the, hereinafter referred to as WDB, their officers, servants, agents, employees added as named insureds, insuring CONTRACTOR and the Town, DOOR, and the WDB, DOOR, or the against any claims of any and all persons for Town, DOOR, and the WDB, DOOR, or the against any claims of any and all persons for bodily injuries, property damage arising out of any activity pursuant to this agreement. Such policy shall have a combined single limit of liability for bodily injury of ONE MILLION (1,000,000) for any one accident and shall insure against property damage for a limit of FIFTY THOUSAND DOLLARS (50,000) for any single incident, reflecting such coverage shall be promptly delivered to DOOR upon execution of this agreement.

Policy cancellation, non-renewal, or amendment shall be effective only upon at least thirty (30) days prior written notice sent to DOOR by certified mail to: Department of Occupational Resources, ATTN: Contract Insurance, 50 Clinton Street 4th Floor, Hempstead, New York 11550. A certified copy of the policy of insurance or a certificate of insurance reflecting such coverage shall be promptly delivered to DOOR upon the execution and return of this Agreement.

Any lapse in said insurance may be deemed to be in violation of a significant term of the Agreement and may result in cancellation of the agreement at the sole option of DOOR.

16. MAINTENANCE OF EFFORT

CONTRACTOR agrees that funds obtained under this Agreement will not be used to duplicate facilities or services available in the area (with or without reimbursement) from Federal, State, or local sources, unless it is demonstrated that alternative or more likely to achieve the service delivery area's performance goals. In no event will the CONTRACTOR use funds obtained under this Agreement to fund such duplicate services or facilities as have been previously funded from Federal, State, or local sources.

17. TERMINATION AND CURTAILMENT

- 17a) If at any time DOOR shall find CONTRACTOR to have violated or be violating any of the terms and conditions of this Agreement, or if any depth review of the conduct and operation of the CONTRACTOR's program reveals that such program is at variance with the program's stated goals and objectives, then either such event shall constitute a breach of the Agreement. DOOR shall notify the CONTRACTOR in writing of such breach and afford the CONTRACTOR five (5) working days within which to cure such violation. If such violation is not cured, the DOOR shall have the right to immediately cancel this Agreement without any further obligation on its part.
- 17b) In addition, DOOR may terminate this Agreement in whole or in part, when DOOR deems it to be in the best interests of DOOR to do so. Such termination may be had upon ten-calendar (10) days written notice to the CONTRACTOR. If this Agreement is so terminated, CONTRACTOR shall be compensated only to the extent of expenditures approved by DOOR which were incurred prior to the date of termination.
- 17c) If the United States Department of Labor, Employment and Training Administration, New York State Department of Labor or any of the departments or commissions of either such agency shall fail to approve full Federal aid in reimbursement to the Town of Hempstead for any payments made by the Town of Hempstead hereunder, for any reason whatsoever, or if the United States Department of Labor or agencies shall reduce or cut back any sums in Federal aid, DOOR expressly reserves the right to cancel and deobligate the remaining unpaid amount due under this Agreement. CONTRACTOR acknowledges that the payment for services

rendered will be made solely with Federal Funds and that in no way are the local funds of the Town of Hempstead involved. CONTRACTOR acknowledges that in no way shall the Town of Hempstead or DOOR be responsible for funding of the program or sums due under this agreement.

18. DISALLOWED COSTS

18. If at any time, for any reason, during or after the term of this Agreement, the United States Department of Labor, the New York State Department of Labor or any, other authorized governmental agency makes the determination that the CONTRACTOR utilized program funds in such a manner so as to violate the Workforce Innovation and Opportunity Act or the rules and regulations promulgated thereunder, the CONTRACTOR agrees to indemnify DOOR and hold DOOR harmless and to stand in DOOR's place for the purpose of making any reimbursements or paying any fines or penalties that may become due and payable.

19. NON-ASSIGNMENT

19. CONTRACTOR shall not assign, transfer, sublet or otherwise dispose of any part of this Agreement.

20. COMPLIANCE REQUIREMENTS

The CONTRACTOR agrees and represents that:

- 20a) It will comply with the requirements of the Workforce Innovation and Opportunity Act as amended with the regulations and policies promulgated thereunder. If the regulations promulgated pursuant to WIOA should be again amended or revised, then the CONTRACTOR shall comply with them; or it will notify DOOR within thirty (30) days after promulgation of the amendments and revision that it cannot so conform and in what respect it is unable to comply and the reason therefor so that DOOR may terminate this agreement at its discretion.
- 20b) It will comply with all the applicable provisions of the State of New York Labor Law, the State of New York Unemployment Insurance Law, the Federal Social Security Law, and any and all rules and regulations promulgated by the United States Department of Labor (**USDOL**) and any applicable Federal or State or local law, and regulations, and all amendments and additions thereto.
- 20c) It will abide by the provisions of the Executive Law of New York and particularly Section 296, which prohibits unlawful discrimination based upon race, color, national origin, sex, age, or religion and to provide equal opportunity in employment to each individual under Title VI of the Civil Rights Legislation of 1964 and the Rules and Regulations of the United States Department of Labor. The CONTRACTOR further agrees that it

will actively participate in the implementation of a "Program for Equal Employment" in the State of New York.

- 20d) The CONTRACTOR hereby affirms that it has received and read the WIOA laws and the rules and regulations of the United States Department of Labor promulgated there under.

21. NON-DISCRIMINATION

21. CONTRACTOR further agrees that it will abide by the provisions of the Executive Law of New York and particularly Section 296, which prohibits unlawful discrimination based upon race, color, national origin, sex, age or religion and to provide equal opportunity in employment to each individual under Title VI of the Civil Rights Legislation of 1964 and the Rules and Regulations of the United States Department of Labor. The CONTRACTOR further agrees that it will actively participate in the implementation of a "Program for Equal Employment" in the State of New York.

22. ADDITIONAL CERTIFICATIONS

- 22a) It will comply with all applicable provisions of the Americans with Disabilities Act (ADA).
- 22b) It will comply with the Drug-Free Workplace Act Subtitle D, Title V of the Anti-Drug Abuse Act of 2014 (Public Law 100-690), and as a condition of this agreement it will certify that it will provide a drug-free workplace by signing the DOOR form entitled "**Certification Regarding Drug-Free Workplace Requirements**".
- 22c) It will comply with the Town of Hempstead Policy on "**Sexual Harassment**" which states:
- "It is the policy of the Town of Hempstead to prohibit the harassment of any employee or member of the public by any employee on account of that person's sex. The Town does not condone and will not tolerate sexual harassment by its employees or the sexual harassment of employees by anyone, including any supervisor, co-worker, vendor or member of the public".
- 22d) This agreement is subject to the provisions of Article 18 of the General Municipal Law of the State of New York, as amended; and the provisions of the Town of Hempstead's Code of Ethics, as amended; and the provisions of the Anti-Discrimination Order of Nassau County.
- 22e) The CONTRACTOR hereby affirms that it has received and read the WIOA Law and the rules and regulations of the United States Department of Labor promulgated there under and that it will abide thereto.

23. GRIEVANCE PROCEDURES

CONTRACTOR acknowledges the existence and availability of the “**DOOR Grievance Procedure.**” A copy of the outline of such procedure is attached hereto. The CONTRACTOR acknowledges receipt of such procedures.

24. AFFIRMATIVE ACTION/EQUAL OPPORTUNITY NON-DISCRIMINATION

- 24a) As a condition to the award of financial assistance under WIOA/TANF from the Department of Labor, the CONTRACTOR assures, with respect to operation of the WIOA/TANF funded program or activity and all agreements or arrangements to carry out the WIOA/TANF funded program or activity, that it will comply fully with the non-discrimination and equal opportunity provisions of the following laws: Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I/TANF/ARRA-financially assisted program or activity; the Non-tradition Employment for Woman Act of 1991; Title VI of the Civil Rights Act of 1964, as amended; which prohibits discrimination on the bases of race, color and national origin; Section 504 of the Rehabilitation Act of 1973, as amended; which prohibits discrimination against qualified individuals with disabilities; the Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs. CONTRACTOR assures that it will comply with all applicable requirements imposed by or pursuant to regulations implementing those laws including, but not limited to, 29 CFR Part 34.
- 24b) The CONTRACTOR also assures that it will comply with 29 CFR Part 37.20 and all other regulations implementing the laws listed above. This assurance applies to the CONTRACTOR's operation of the WIOA Title I/TANF-financially assisted program or activity, and to all agreements the CONTRACTOR makes to carry out the WIOA Title I/TANF-financially assisted program or activity. The CONTRACTOR understands that the United States has the right to seek judicial enforcement of this assurance.
- 24c) It is the policy of DOOR not to discriminate in the award of contracts on the basis of race, religion, sex, national origin, age, disability, political affiliation or belief, or citizenship.

25. **MONITORING FOR COMPLIANCE**

25a) DOOR will monitor the EO compliance status of its subrecipient annually. Periodic on site reviews of subrecipients will be conducted to assess their EO compliance posture, the results of which are communicated to the subrecipient in writing.

25b) The DOOR Equal Opportunity designee who will be responsible for transmitting complaints of discrimination as prescribed by the Division of Equal Opportunity Development (DOED) is listed below:

Name: Sal Scibetta
Title: EEO Officer
Address: Town of Hempstead Department of
Occupational Resources
50 Clinton Street, Suite 400
Hempstead, New York 11550
Telephone #: (516) 485-5000, extension 1205

26. **MODIFICATIONS**

26. Any changes requested or required shall be in written form only and signed by both parties to this contract.

27. **FEES**

27. Neither party to this agreement shall charge a participant a fee for the referral or placement of said trainee under this agreement.

28. **KICKBACKS**

28. Both parties to this CONTRACT ensure that their offices employee and agents will not solicit or accept gratuities, favors, or anything of monetary value as a result of this contract.

29. **CONFLICT OF INTEREST**

29a). Both parties agree to prohibit employees from using their positions for a purpose that is or gives the appearance of, being motivated by a desire for private gain for themselves, particularly those with whom they have family, business, or other ties.

29b) CONTRACTOR agrees that it shall not hire a person in an administrative capacity, staff position or on-the-job training position funded under WIOA if a member of that person's immediate family is engaged in an administrative capacity for the CONTRACTOR, DOOR, or the Workforce Development Board, hereinafter referred to as "WDB".

30. INDEPENDENT OF COVENANTS

30. If any term or provision of this contract is held invalid, the remainder of the remainder of the contract shall not be affected and shall survive the removal of the invalid term or provision.

31. SECTARIANISM

31. Participants shall not be employed on the construction, operation, or maintenance or so much of any facility, as is used or be used for sectarian instruction or as a place for religious worship.

32. CONFIDENTIALITY OF RECORDS

32. The CONTRACTOR agrees to maintain as confidential all information regarding participants or their immediate families directly related to their participation in the program funded under this Agreement, and unless prior permission of the participants or their immediate families is given, such information shall be divulged only as required by the terms of the Agreement or by superseding legislation or court order.

33. NEPOTISM

- 33a) The CONTRACTOR agrees that no officer in its organization is related by blood or marriage to any participant funded under this contract.
- 33b) The signature for the CONTRACTOR and DOOR certify that the information provided in this agreement is true and accurate and that signers agree to and will abide by all the terms set forth in this agreement and the attached schedules and rider.
- 33c) The CONTRACTOR further agrees that in the event any participant becomes so related, it will notify DOOR immediately so that DOOR may terminate any funds or services to the participant.

34. DISPUTES

34. Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by DOOR, which shall reduce its decision to writing and mail or otherwise furnish a copy thereof to the CONTRACTOR. The decision of DOOR can be appealed to the New York State Department of Labor

35. DRUG-FREE WORKPLACE

35. The CONTRACTOR hereby affirms it will abide by the provisions of the Drug – Free Workplace Act of 1988 (Public Law 100-690) enacted November 18, 1988 and effective March 18, 1989 that requires the maintenance of a drug-free workplace.

36. DEBARMENT AND SUSPENSION REGULATIONS

36. The CONTRACTOR agrees to provide DOOR with a "Certificate Regarding Debarment and Suspension" stating that it and its principals are not debarred, ineligible or voluntarily excluded from the covered transaction by any federal agency. This certification will relieve the Town of Hempstead, DOOR, the WDB, the and their officers, servants, agents and employees from liability for allowing debarred or suspended persons to participate in a covered transaction. The CONTRACTOR certifies that it and its principals do not appear on the federal "List of Parties Excluded from Procurement or Non-Administration (GSA)".

37. PUBLICITY

37. The CONTRACTOR agrees that whenever information related to a program sponsored under this Agreement appears in the media, in any publication, or in any promotional way the CONTRACTOR will include a statement that such program is funded by the Town of Hempstead WDB and DOOR. The CONTRACTOR consents that its name may be used by the WDB and DOOR is promotional and public information material.

38. ADDITIONAL COMPLIANCE

38. All literature, brochures, marketing material, DVDs, VHS tapes, computer programs and applications, etc., developed as a result of this contract are the sole property of the Town of Hempstead Department of Occupational Resources and may not be marketed, sold, copied or distributed in any manner by the CONTRACTOR and his agents.

39. CERTIFICATION REGARDING LOBBYING

39. The CONTRACTOR shall sign the certification regarding lobbying as required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$1000,000, as defined at 34 CFR Part 82, Section 32.105 and 82.110. Such certification shall be deemed to be part of this agreement as though fully set forth herein.

40. POLITICAL ACTIVITIES

40. The CONTRACTOR agrees that neither the program, nor the funds provided shall in any way or to any extent be used in the conduct of political activities, nor shall any participant be selected or discriminated against in any way based on political belief or affiliation.

41. LICENSING

41. If the CONTRACTOR is an education or training institution, then the CONTRACTOR shall furnish DOOR with a copy of the New York State Department of Education enrollment or other appropriate approval which authorized CONTRACTOR to conduct such training which is provided for by this contract.

42. SALARY AND BONUS LIMITATIONS

42. In compliance with Public Law 109-234, none of the funds appropriated in Public Law 109-149 or prior Acts under the heading 'Employment and Training' that are available for expenditure on or after June 15, 2006, shall be used by a recipient or subrecipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II, except as provided for under section 101 of Public Law 109-149. This limitation shall not apply to vendors providing goods and services as defined in OMB Circular A-133.

43. NON-DUPLICATION OF OTHER FEDERAL, STATE AND LOCAL FUNDS

43. In the event the CONTRACTOR is the recipient of other Federal and/or State and/or local government grants, awards, or monies, it is expressly understood and agreed that the CONTRACTOR shall not bill or charge DOOR for services rendered, equipment and/or material purchased, and operating expenses allowed, for any or all such services, equipment and expenses and material which are provided or financed by other Federal and/or State and/or local government funding sources, or any other source whatsoever.

44. WORKERS' COMPENSATION INSURANCE AND DISABILITY BENEFITS

44. The CONTRACTOR shall secure and maintain Workers' Compensation Insurance and Disability Benefits as required by the State of New York for the life of this contract. In accordance with Workers' Compensation Law Sections 57 and 220(8), CONTRACTOR must be legally exempt from obtaining workers' compensation insurance coverage; or obtain such coverage from an insurance carrier; or be a Workers' Compensation Board approved self-insured employer or participate in an authorized group self-insurance plan. As a condition for entering into this contract, CONTRACTOR must provide one of the following forms to DOOR:

- (a) WC/DB-100, Affidavit for New York Entities with No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Insurance Coverage Is Not Required (Must be stamped as "received" by New York State Workers' Compensation Board); or
- (b) C-105.2 – Certificate of Workers' Compensation; or
- (c) SI-12 – Certificate of Workers' Compensation Self-Insurance.

Also as a condition for entering into this contract, CONTRACTOR must provide one of the following forms to DOOR:

- (A) DB-120.1 – Certificate of Disability Benefits Insurance; or
- (B) DB-155 - Certificate of Disability Benefits Self-Insurance.

45. INVENTIONS

- 45. DOOR will retain all patent rights with respect to any discovery or invention which arises or is developed in the course of or under this agreement.

46. PRIORITY OF SERVICE TO VETERANS

- 46. Contractor agrees to comply with the **HempsteadWorks Priority of Service Policy**, which provides for priority of service to veterans, as stated below:

*"The Town of Hempstead Local Workforce Development Board has established the following Priority of Service Policy under the Workforce Innovation and Opportunity Act (WIOA) of 2014: Priority of service is provided to residents of the Town of Hempstead/City of Long Beach, who are either **public assistance recipients, veteran*s and eligible spouses of veterans****, **economically disadvantaged (i.e. low income) individuals***** or **dislocated workers**. Residents of the Town of Hempstead/City of Long Beach also will receive priority consideration for enrollment into training funded through Individual Training Accounts (ITAs).*

In addition, the Jobs for Veterans Act of 2002 made a number of amendments to encourage military veterans' access to services within an integrated one-stop service delivery system. One such amendment creates a priority of service for veterans (and some spouses) "who otherwise meet the eligibility requirements for participation" in United States Department of Labor training programs. As mandated in Federal regulation, One-Stop Career Centers are required to implement priority of service and will need to have clear strategies for providing veterans and eligible spouses of veterans with quality service at every phase of services offered. Veterans' priority of service was also mandated in the Final Rule, 20CFR Part 1010, which went into effect on January 19, 2009. Also, the American Recovery and ReInnovation and Opportunity Act (ARRA) of 2009 requires a statutory priority for recipients of public assistance and other low-income individuals. New York State Department of Labor Technical Advisory Number 09-16 provides the following clarification to reconcile the application of priority of service under ARRA with the Jobs for Veterans Act of 2002: "It is important to understand that veterans' priority of service is not intended to displace the core mission of any particular program. More specifically, a priority of service within a priority is created for those programs that are derived from a

federal statutory mandate (such as ARRA) that requires a priority or preference for a particular group of individuals. As an example, when we collectively compare recipients of public assistance and other low-income individuals with veterans and eligible spouses of veterans, the following priority order is applicable:

1. The first population to receive intensive and training services is public assistance and low-income veterans (or eligible spouses of veterans);
2. The second priority is for public assistance and low-income non-veterans;
3. The third priority is for veterans (or eligible spouses of veterans) who are not low income or receiving public assistance;
4. The last priority is for adults who are non-veterans who are not low-income or receiving public assistance.”

***Veteran**

*Under the Final Rule, a veteran is defined as “a person who served in the active military, naval, or air service, and who was discharged or released there from under conditions other than dishonorable.” This is essentially the same as the WIOA definition found in WIOA Law at Section 101(49). Active service includes full-time duty in the National Guard or a Reserve component, other than full-time duty for training purposes. This definition to be applied for the purposes of the priority differs from and is broader than the definition of “eligible veteran,” which is applied under Veterans and Wagner-Peyser grant programs. Under Title 38, United States Code Section 4211, the term “eligible veteran” means a person who – (A) served on active duty for a period of more than 180 days and was discharged or released there from with other than a dishonorable discharge; (B) was discharged or released from active duty because of a service-connected disability; or (C) as a member of a reserve component under an order to active duty, served on active duty during a period of war or in a campaign or expedition for which a campaign badge is authorized and was discharged or released from such duty with other than a dishonorable discharge. It is very important that the distinction between the two definitions is understood and applied correctly. USDOL is bound by law to use the “Final Rule” definition as it was the intent of Congress that priority of service be made available to a broad category of former service members. However, the definition of veteran to be applied for the purposes of the priority does not alter the statutory reporting requirements for Wagner-Peyser and Veteran Grants, which require application of the more narrowly defined definition of eligible veteran. In other words, a veterans’ priority is not intended to displace the core mission of any particular program.

****Eligible Spouse**

Under Title 38, United States Code Section 4215(a), the term “eligible spouse” means – (A) the spouse of any person who died of a service-connected disability; (B) the spouse of any member of the Armed Forces serving on active duty who, at the time of application for the priority, is listed in one or more of the following categories and has been so listed for a total of more than ninety days: (i) missing in action, (ii) captured in line of duty by a hostile force, or (iii) forcibly detained or interned in line of duty by a foreign government or power; or (C) the spouse of any person who has a total disability permanent in nature resulting from a service-connected disability; or (D) the spouse of a veteran who died while a disability so evaluated was in existence.

USDOL provides additional clarification for "A" and "D" above by indicating that the re-marriage of the spouse would not terminate their eligibility. However, if a spouse becomes divorced from a veteran under "B" and "C" above, eligibility for priority of service is terminated. It is further understood that the JVA does not exclude from eligibility spouses who were not citizens at the time that the veteran was discharged or retired, nor does it stipulate that a spouse had to be married to a veteran at the time of his or her discharge or retirement.

*****Economically Disadvantaged (i.e. Low Income) Individual**

The parameters to be used to qualify someone as a low-income individual are defined in the Workforce Innovation and Opportunity Act (WIOA) of 2014 (Public Law 113-128) at Section 101(25). Additionally, in order to consider an individual as a "family of one," our local policy defines the phrase contained in the passage of the statute "received an income," to mean that an individual living with other family members (as defined in WIOA Sec. 101 (15)), must have received sufficient income to contribute to fifty percent (50%) or more of that individual's support for the last six (6) months prior to participation. Income earned while on active duty status is disregarded in our eligibility determinations."

47. APPENDICES

48. Appendices A, B, C & D are attached and made part of this agreement.

49. EXECUTION


49. The signatures for the **CONTRACTOR** and **DOOR** below certify that the information provided in this contract is true and accurate and that the signers agree to and will abide by all the terms set forth in this contract and the attached schedules and riders.

WE, the undersigned, have read the above Agreement and fully understand the terms and conditions of this contract.

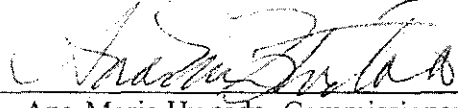
CONTRACTOR

Name of Contractor: Alcott HR Group LLC
Address of Contractor: 71 Executive Boulevard
Farmingdale, New York 11735

Authorized Representative: LOUIS BASSO Title PRESIDENT
(Please Print)

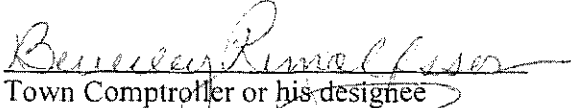
Authorized Representative Signature: 
Date 3/12/17

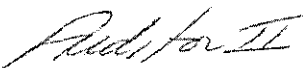
DOOR:

BY:  3/23/17
Ana-Maria Hurtado, Commissioner Date

.....

I hereby audit and this contract for the sum of \$ 0 from the WIOA Title I _____/TANF/other local, state and federal funds and order encumbrance drawn against fund or account indicated above.

 3/23/17
Town Comptroller or his designee Date



STATE OF NEW YORK }

COUNTY OF NASSAU } ss:

On the 17th day of March, 2017, before me, the undersigned, personally appeared LOUIS BASSO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signatures(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

DAWN DAVIDSON DRANTCH
NOTARY PUBLIC STATE OF NEW YORK
NO. 02DA5042760
QUALIFIED IN NASSAU COUNTY
TERM EXPIRES APRIL 24, 2019


Notary Public

STATE OF NEW YORK }

COUNTY OF _____ } ss.:

On the 23rd day of March, 2017, before me, the undersigned, personally appeared Ana-Maria Hurtado, as the Commissioner of the Department of Occupational Resources of the Town of Hempstead, the municipal corporation described in and which personally executed the foregoing instrument, being personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacities, and that by his signature on the instrument, the individual, or the person on behalf of which he acted, executed the instrument.


Notary Public

SCOTT T. SURKIS
NOTARY PUBLIC, State of New York
No. 01SU4689925
Qualified in Nassau County
Commission Expires April 30, 2019

Appendix A
Proposal



ALCOTTHR Human Resources | Benefits | Payroll

ALCOTTHR GROUP, INC. 400 Park Ave. 3rd Floor New York, NY 10022-6631 (212) 410-1000 (SENY) 4 - ALCOTTHR, INC. 13211 122nd-1894 | www.alcotthr.com

November 29, 2016

Town of Hempstead
Department of Occupational Resources
50 Clinton Street - Suite 400
Hempstead, NY 11550

Re: Proposal for Staff Leasing Services

Dear Commissioner Hurtado:

In response to your Notice of Solicitation, we are submitting the enclosed proposal.

Alcott HR Group is pleased that you are providing us with the opportunity to be considered once again for operation of this program. We hope that during the past 20 years we have demonstrated that we are qualified and knowledgeable in all aspects of professional employer services.

The proposal we are submitting complies with all aspects of the requirements stated in your solicitation. We have based our cost estimates on utilization of a range of medical insurance options.

We have enjoyed our past relationship with your organization and hope that you will find our proposal acceptable, and look forward to discussing this effort with you at your convenience.

Very truly yours,


Barry Shorten

Executive Vice President

Enclosures



TOWN OF HEMPSTEAD
DEPARTMENT OF OCCUPATIONAL RESOURCES

SECTION A: COVER SHEET

NAME OF APPLICANT: Alcott HR Group, LLC

ADDRESS: 71 Executive Blvd
Farmingdale, NY 11735

TELEPHONE: (631) 420-0100 FAX NUMBER: (631) 420-1894

FEDERAL I.D. # [REDACTED]

Contact Person: Barry Shorten

Title of Contact Person: Executive Vice President


Name of Official Authorized to Sign Contract:

Barry Shorten

Title of Authorized Official: Executive Vice President

Should this entity be selected to provide services pursuant to this proposal, the undersigned agrees to conduct such in accordance with this proposal.

Authorized to Bind Offeror


Signature of Official

11/29/16
Date

Barry Shorten
Name (typed or printed)

Section A. BACKGROUND

Alcott is a recognized leader of our industry. In 1998, we received certification by The Employer Services Assurance Corporation (E.S.A.C), which indicates that Alcott has achieved a level of financial stability reached by only 38 other organizations in the United States. ESAC certification also attests that Alcott adheres to the organization's extremely high standards for ethical conduct. We also continue to play an active role in the National Association of Professional Employer Organizations and we are founding members of the New York State Association of Professional Employer Organizations. Our activity at the national and the state level places us at the forefront of this rapidly growing industry.

Alcott was formed in 1986 as an adjunct to two organizations that had been operating on Long Island since 1973; Quality Technical Services, Inc., a temporary help firm and Gray-Kimball Associates, Inc. a human resource consulting and placement firm. As a result, our capabilities include all areas of human resource management, including payroll, payroll taxes, benefits, recruiting, and employee relations. Since its inception, Alcott has experienced continued growth, and we now service more than three hundred clients with a worksite staff in excess of 6,000.

Today, Alcott is a recognized leader of the PEO industry and will provide the worksite employees assigned to the Town of Hempstead with the opportunity to take advantage of our comprehensive program and participate in a range of benefits that includes medical insurance, dental insurance, a 401K retirement program a Section 125 cafeteria plan, flexible spending accounts and credit union membership as well as a wide range of other programs designed to improve their personal and professional lives. Our employees also can take advantage of a pre-tax commuting for use on public transportation. These programs permit our employees to obtain the significant benefits available by utilizing pre-tax dollars.

This proposal complies with all aspects of the requirements stated in your solicitation. We have based our cost estimates on utilization of a range of medical insurance options. As has been the case in the recent past, we are in a period where the cost of health insurance continues to escalate at a rate that far exceeds inflation. To protect those who utilize our health insurance programs, we negotiate aggressively with the carriers to achieve competitive rates. We continue to offer programs from HIP, Aetna and a cost effective program offered by Northwell (North Shore - LIJ) as options. All of our programs offered provide quality coverage at a price that is a good value for the participants.

With regard to our fee to provide professional employer services, I am pleased to inform you that if Alcott is awarded another contract we will charge a 6.7 percent administrative fee throughout the contract and option period.

Included in the proposal is an analysis of the costs elements based upon actual performance during a one-year period between January 1, 2015 and December 31, 2015. I believe that the analysis will demonstrate that we have demonstrated a very cost-effective approach to this project. Based upon our expectations, the Department of Occupational resources will experience similar results in the next contract period if our proposal is accepted.

Section B. Category of Applicant Organization

ITEM NUMBER	CATEGORY	IRS FEDERAL ID NUMBER
1	Private-For-Profit	X 26-1638437
2	Private-Non-Profit	
3	Government Agency	

Section C. Applicant Background, Qualifications and Experience

1. Alcott HR is a Professional Employer Organization that has operated continuously since 1987. As a PEO our mission is to provide our clients with superior outsourced HR administration, regulatory compliance, risk management, comprehensive employee benefits and payroll services.
2. Alcott HR annual sales are approximately \$350 million per year and have the financial resources far in excess of what would be required for this program. Alcott HR is one of 5% of all PEOs nationwide to hold ESAC accreditation which is similar to FDIC assurances for the banking industry, serving as a mark of financial stability, operational excellence, a commitment to ethics and overall quality. ESAC provides our clients with the protection of a \$15 million surety bond for added peace of mind.
3. To maintain this certification, which we've held since 1998, Alcott HR has to meet stringent financial and ethical standards and continuously undergo quality audits.
4. Alcott HR helped pioneer the Professional Employer Organization (PEO) industry in 1987, and we've been leading the way ever since. We serve in executive roles in organizations such as the National Association of Professional Employer Organizations (NAPEO), and we use our insight and expertise to craft customized HR solutions that fit your business model. Our systems are constantly being updated and recently moved to a state of the art HRIS/Payroll/Billing system that incorporates industry leading technology for reporting.
5. Providing critically important services at reasonable cost is essential to any outsourcing business. Alcott and its team of experts constant strive to maintain the highest level of service at affordable rates. It is one of the reasons we continue to grow.
6. With the passage by Congress of the Small Business Efficiency Act, provisions for designating certain organizations as a Certified PEO. Only those organizations who meet stringent financial and ethical standards can receive the designation and recognition by the IRS. Alcott HR expects to receive notice of being among the very few organizations in the country to designated a Certified PEO in January of 2017, confirming our status as among the very best in our industry.

7. VENDOR FEE

Vendor shall submit detailed justifications of all Fees for services provided according to this contract and must be specified below:

Service fee = 6.7%

See schedule of costs included

8. FEDERAL FUNDS

The Vendor acknowledges and recognizes that the sole and exclusive source of funding for services is certain federal funds made available by the U.S. Department of Labor through the New York State Department of Labor for DOOR's participants in the Workforce Investment Act and the Balanced Budget Act Welfare-to-Work Block Grant Program. If such funds should be reduced, disallowed terminated or not renewed, DOOR reserves the right to cancel the contract and deobligate the remaining unpaid amount due on sixty days written notice to the vendor.

9. EMPLOYEE RECRUITMENT & SELECTION:

To be conducted by Town of Hempstead Department of Occupational Resources.

VI. Approach, Program Design, Innovation and Coordination (60 Points)

Instructions: Applicants are instructed to complete each section below.

1. Does the applicant agree to provide temporary worker leasing for 24 months commencing July 1, 2017, with an option to extend for an additional 12 months? **(Mandated)**

Yes No

2. Does the applicant agree to provide all of the following for leased employees? **(20 points)**

- Temporary and Part-Time Employee Interviewing
- Complete Payroll Service (i.e.. Payroll/Time Card Processing And Check Distribution;
- Workers Compensation Coverage)
- New York State Disability Insurance Coverage
- Unemployment Insurance Benefits contribution
- Employers FICA contribution
- Federal and State Income Tax Withholding and deductions

Yes No

3. Does the applicant agree to provide staff leasing services for a variety of job Titles, as requested by DOOR? **(20 points)**

Yes No

4. Does the applicant agree that all leased employee recruitment and selection will be conducted by Town of Hempstead Department of Occupational Resources? **(20 points)**

Yes No

5. Does the applicant agree that payment shall be paid to the selected contractor on a monthly basis upon the timely submission of Town of Hempstead claim forms and all required backup documentation submitted to DOOR? **(Mandated)**

Yes No

6. Does the applicant agree that for all intent and purposes, all contracted (leased) workers are the employees of the staff leasing provider and are not considered employees of the Town of Hempstead? **(Mandated)**

Yes No

7. Does the applicant agree to submit detailed justifications of all fees for services?
(Mandated)

Yes No

8. Does the applicant acknowledge and agree to the statement below? (Mandated)

Yes No

The sole and exclusive source of funding for services is certain federal funds made available by the U.S. Department of Labor through the New York State Department of Labor for DOOR's participants in the Workforce Innovation and Opportunity Act and the Balanced Budget Act Welfare-to-Work Block Grant Program. If such funds should be reduced, disallowed terminated or not renewed, DOOR reserves the right to cancel the contract and de-obligate the remaining unpaid amount due on sixty days written notice to the contractor.

9. Does the applicant agree to comply with the requirement for the selected contractor below? (Mandated)

Yes No

Contractor shall maintain full and complete books and records of accounts in accordance with accepted accounting practices as may be prescribed by DOOR. Such books and records shall at all times be available for audit and inspection by DOOR, the New York State Department of Labor and the U.S. Department of Labor. The Contractor agrees to provide DOOR access to all relevant records which DOOR requires to determine compliance with the performance of the contract or with applicable Federal, State or local law. Such period of access and retention of records shall continue until any and all claims, appeals, litigation or disputes are satisfactorily completed.

VII. Budget (20 Points)

Include an attachment labeled "ATTACHMENT C - Budget," which includes the proposed fee for staff leasing services.

See Attached

Employee Paid Health Insurance

Alcott HR is at the forefront of the impact of healthcare reform. We have explored alternatives to traditional plan structures for the contract and option periods and have introduced plans which can mitigate the current cost escalation that continue to experience.

	Individual Monthly Costs		Individual Monthly Costs
	1/16 - 12/16	1/17 - 6/17	7/17 - 6/18
<u>Medical Insurance</u>			
HIP	\$633.74	\$665.43	\$718.66
Aetna EPO	\$564.03	\$586.59	\$627.65
North Shore LIJ EPO	\$375.75	\$383.27	\$402.43
<u>Dental Insurance</u>	\$ 30.14	\$ 31.35	\$32.29
Vision Insurance	\$5.18	\$5.18	\$5.34

SERVICE FEE

6.7 PERCENT

COST PROPOSAL OPTION PERIOD

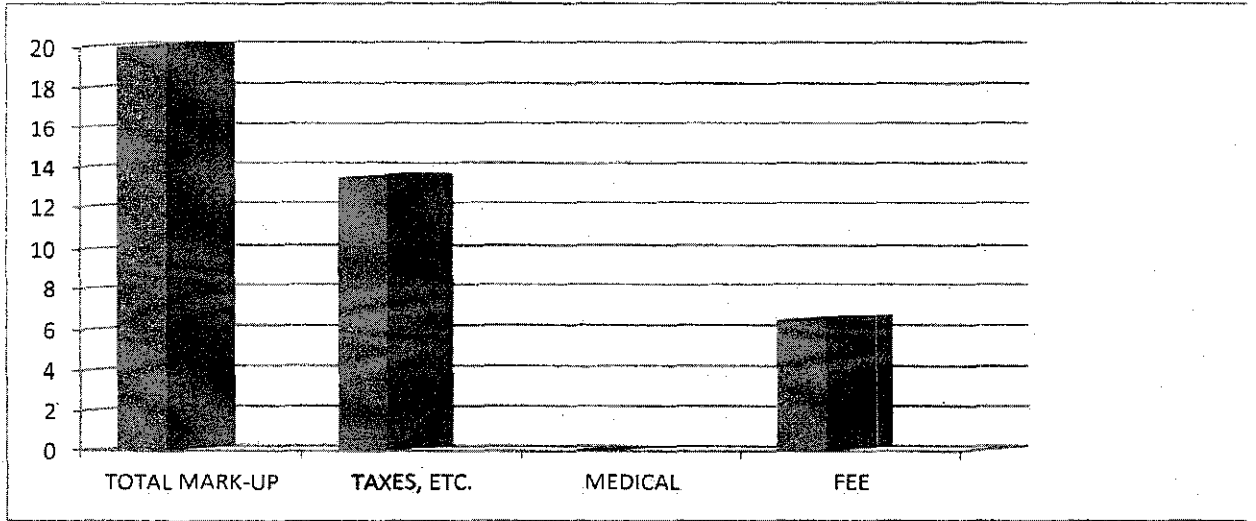
	Individual Monthly Cost
	7/18 – 6/19
<u>Health Insurance</u>	
HIP	\$776.15
Aetna EPO	\$690.42
North Shore LIJ EPO	\$442.67
Dental Insurance	\$ 34.87
Vision Insurance	\$5.87

COST EXPERIENCE

COMPARISON OF COST ELEMENTS TO SALARIES

JANUARY TO DECEMBER 2015

EMPLOYER TAXES & REQUIRED INSURANCE	13.5%
MEDICAL INSURANCE	0.0%
ADMINISTRATIVE FEE	<u>6.7%</u>
TOTAL MARK-UP (SALARIES + COST)	20.2%



Benefit Offerings	
HEALTH INSURANCE	<p>Clients choose from multiple solutions to fit your employees' needs We can administer any contribution policy, but we recommend using a defined contribution model where the employer offers a flat dollar amount which the employee can use when shopping for coverage Our plans are 100% PPACA compliant</p>
DENTAL	<p>We feature two plans from MetLife, a DMO and a PPO You can also select a plan from the open market and have us handle administration</p>
Vision Coverage	<p>Plan from VSP offers affordable coverage</p>
Life Insurance	<p>We offer group life insurance (employer-paid) in the following amounts: \$25,000 (\$6.50/month) \$50K (\$9.50/month) \$75K (\$14.25/month) \$150K (\$28.50/month) \$300K (\$57/month) 2x Salary (41 cents per month per \$1,000 of coverage)</p>
Short-Term Disability	<p>Supplements state requirements Covers 60% of basic weekly earnings up to a maximum of \$500 per week Costs can be employee-paid (69 cents per \$10 of weekly benefit) or employer-paid (please ask us for a quote)</p>
Long-Term Disability	<p>Covers 60% of basic monthly earnings up to a maximum of \$10,000 As an employee-paid option, the monthly cost is \$.47 per \$100 of monthly Employer-paid options can be provided at a lower rate (please ask us for a quote)</p>

401(K)	<p>We partner with Empower Retirement Services to offer one of the best performing and most affordable 401(k) options available from any PEO provider – all for a fraction of the cost it would take for an independent business to offer a similar plan on their own</p>
ANCILLARY BENEFITS	<p>We provide the following benefits to your employees at no cost</p> <ul style="list-style-type: none"> Employee assistance program Identity theft protection Perks Employee discount program NY's 529 College Savings Program Citibank & Chase Bank at Work Adoption assistance Global Cash Card™ Direct deposit TreasuryDirect Payroll Savings Program Credit Union Affiliation Program eTRAC Commute® Flexible spending programs

Attachment B

Assurances

ASSURANCES AND CERTIFICATIONS

I have read and understand the attached RFP/RFA package supplied by the Town of Hempstead and I have read my training institution's entire response thereto. I will abide by these documents and any contract subsequently negotiated will contain the material, terms, and conditions set forth within the complete RFP/RFA.

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

1. That the offeror is () is not () (check one) a regular supplier of the services requested in this proposal.

2. That the offeror has () has not () (check one) employed or retained any company or person (other than a full-time bona fide employee working solely for the offeror to solicit or secure this contract; and

That it has () has not () (check one) paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the offeror) any fee, commission, percentage, or brokerage fee contingent upon or resulting from the award of this contract, and agrees to furnish information relating to these questions as requested by DOOR.

3. That the cost and pricing data submitted herewith is () is not () (check one) accurate, complete, and current as of the execution of this proposal.

4. That the cost and pricing data submitted does () does not () (check one) reflect the charges customarily imposed by the training institution.

a. The prices quoted and supplied in this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or competitor;

b. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening, directly or indirectly, to any other offeror or competitor;

c. No attempt has been made or will be made by the offeror to induce any other person, partnership, or corporation to submit or not to submit an offer for the purpose of restricting competition.

PLEASE NOTE: The fact that an offeror (a) has published price lists, catalogues, rates of tariffs concerning the goods or services contained in this proposal, (b) has informed prospective customers or purchasers of proposed or pending publication of new or revised price lists for such goods or services, or (c) has sold the same services or items to other customers at the same price bid, does not constitute, without more, a disclosure, within the meaning of this certification.

j



Signature of Official Authorized to Bind Offeror

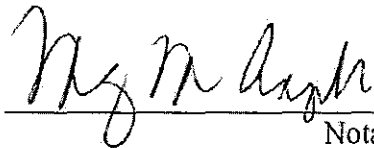
Barry Shorten

Name, typed or printed

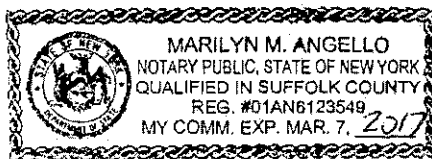
Executive Vice President

Position or Title

On this 29 day of November 2016 the above named individual personally appeared before me and being duly sworn did depose and say that he/she executed the foregoing Assurances and Certifications.



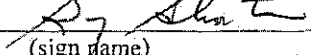
Notary Public



**TOWN OF HEMPSTEAD WORKFORCE DEVELOPMENT BOARD (WDB)/
DEPARTMENT OF OCCUPATIONAL RESOURCES (DOOR)
EQUAL EMPLOYMENT OPPORTUNITY (EEO) AND
NON DISCRIMINATION POLICY**

- I. No person will be discriminated against on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief. Furthermore, no person will be excluded from participation in, denied the benefits of, or subject to discrimination under a Workforce Innovation and Opportunity Act (WIOA), Balanced Budget Act Welfare-to-Work (WtW) or Temporary Assistance to Needy Families (TANF) funded program, on the grounds of their citizenship, participation in WIOA, WtW, TANF, race, color, religion, sex, national origin, age, disability, political affiliation, or belief.
- II. The WDB and DOOR will not discriminate in the award of contracts on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, or citizenship.
- III. The WDB and DOOR will not discriminate on any prohibited grounds to: registrants, applicants, and eligible applicants/registrants; participants; applicants for employment and employees; unions or professional organizations that hold collective bargaining or professional agreements with the recipient; subrecipients that receive WIOA, WtW or TANF funds from the recipient; and members of the public including those with impaired vision or hearing.
- IV. WIOA, WtW and TANF financially assisted programs are equal opportunity programs and auxiliary aids and services are available upon request to individuals with disabilities.
- V. Services and information will be provided in languages other than English when there is a significant number or proportion of the population eligible to be served or likely to be directly affected by a WIOA, WtW or TANF financially assisted program or activity, that may need services or information in a language other than English.
- VI. The Town of Hempstead/City of Long Beach Local Workforce Development Area (LWDA) Equal Opportunity (EO) Officer who will be responsible for transmitting complaints of discrimination to the Director of Civil Rights Center is listed below:
- Name: Sal Scibetta
Address: Town of Hempstead
Department of Occupational Resources
50 Clinton Street
Suite 400
Hempstead, New York 11550
- Telephone Number: (516) 485-5000
- VII. DOOR will monitor the EO compliance status of its subrecipients and annually. Periodic on site reviews of subrecipients will be conducted to assess their EO compliance posture, the results of which are communicated to the subrecipient in writing.

Date 11/29/16

Received by 
(sign name)
BARRY SHORTEN
(print name)

Rev. 05/23/05

**TOWN OF HEMPSTEAD DEPARTMENT OF OCCUPATIONAL RESOURCES
RESOLUTION PROCEDURE FOR NON-CRIMINAL COMPLAINTS AND
GRIEVANCES SUMMARY UNDER THE WORKFORCE INNOVATION AND
OPPORTUNITY ACT OF 1998 (WIOA) AND THE BALANCED BUDGET ACT OF 1997
AS AMENDED BY THE WELFARE-TO-WORK AND CHILD SUPPORT
AMENDMENTS OF
1999 (WtW)**

INTRODUCTION

The Department of Occupational Resources, as the Grant Subrecipient/Fiscal Agent for the Town of Hempstead/City of Long Beach Workforce Development Area maintains a "Complaint Resolution Procedure for Non-Criminal Complaints and Grievances" to receive and promptly investigate and resolve complaints and grievances about WIOA/WtW programs and activities. This local resolution process is for allegations of non-criminal violations of the WIOA/WtW statutes, regulations, grants, and other agreements. These procedures may be used by WIOA/WtW participants. WIOA/WtW staff members, Subgrantees, contractors, subcontractors, or other interested persons including the general public. Please note that special rules apply for complaints concerning discrimination and criminal activity.

**General Procedures For the Local Resolution of
Non-Criminal And Non-Discrimination Complaints**

You have the right to file a complaint. The complaint must be in writing, signed by you, and filed within one year of the facts which give rise to the complaint. Prior to a formal hearing, the Department will attempt to resolve the matter both informally. You are entitled to a hearing held within 30 days of the complaint being filed. A written decision will be filed within 60 days of the complaint being filed. After a hearing and a decision, you have the right to appeal to the Governor of the State of New York. Appeals to the Governor are to be filed within 10 days of any adverse decision, or in the event the department fails to render a decision, within 10 days of the date when the decision should have been received. The Governor may be contacted as follows: Hon. David A. Paterson, New York State Workforce Development Board, A. E. Smith Office Building, Box 7105, Albany, New York, 12225.

Discrimination Complaints

Applicants, participants, and staff alleging discrimination based upon race, national origin, citizenship, sex, age, color, political affiliation, religious belief, or retaliation must file their complaints directly with the United States Department of Labor, Office of Civil Rights, within 180 days of the occurrence of the allegedly discriminatory action. A complaint may be filed by official form, letter, telephone call, or visit to: Director, Office of Civil Rights, U.S. Department of Labor, 200 Constitution Avenue, N.W., Room N4123, Washington, DC, 20210. Complaints alleging discrimination on the grounds of handicap will be received and processed on the local

**CERTIFICATION REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Non-Procurement) and Government-wide Requirements for Drug-free Workplace (Grants)." The certification shall be treated as a material representation of fact upon which reliance will be placed with the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

1. **LOBBYING**

As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Sections 82.105 and 82.110, the applicant certifies that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Grant or cooperative agreement;
- (b) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. **DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 84, Sections 85.105 and 85.110 -

A. The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not, within a three-year period preceding this application and/or contract, had one or more public transactions, whether Federal, State or Local, terminated for cause or default; and been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted or otherwise criminally or civilly charged by a Government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph A(b) of this certification, and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE
(GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610 --

A. The applicant that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about--

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance program; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --


(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director, Grants and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W. (Room 312A, GSA Regional Office Building No. 3), Washington, D.C. 20202-4571. Notice shall include the identification number of each affected grant.

Check here if there are any workplace on file that are not identified here.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certification.

NAME OF APPLICANT PROJECT NAME	Alcott HR, LLC	PREAWARD NUMBER and/or	
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	Barry Shorten, Executive Vice President		
SIGNATURE		DATE	November 29, 2016

RESPONSIBILITY QUESTIONNAIRE 7/13/06

Instructions:

Please complete this form answering every question. A "Yes" answer to questions 1-22 requires a written explanation attached to the questionnaire and submitted on company letterhead signed by an officer of the company.

Questions:

Within the past five years, has your firm, any affiliate, any principal, owner or officer or major stockholder (10% or more shares) or any person involved in the bidding or contracting process been the subject of any of the following:

(1) a judgment or conviction for any business-related conduct constituting a crime under local, state or federal law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing, or bid collusion or any crime related to truthfulness and/or business conduct?

Yes ___ No

(2) a criminal investigation or indictment for any business-related conduct constituting a crime under local, state or federal law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing, or bid collusion or any crime related to truthfulness and/or business conduct?

Yes ___ No

(3) an unsatisfied judgment, injunction or lien obtained by a government agency including, but not limited to, judgments based on taxes owed and fines and penalties assessed by any local, state or federal government agency?

Yes ___ No

(4) an investigation for a civil violation for any business related conduct by any local, state or federal agency?

Yes ___ No

(5) a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including, but not limited to fraud, extortion, bribery, racketeering, price-fixing, or bid collusion or any crime related to truthfulness and/or business conduct?

Yes ___ No

(6) a local, state or federal suspension, debarment or termination from the contracting process?

Yes ___ No

(7) a local, state or federal contract suspension or termination for cause prior to the completion of the term of a contract?

Yes ___ No

(8) a local, state or federal denial of a lease or contract award for non-responsibility?

Yes ___ No

(9) an agreement to voluntary exclusion from bidding/contracting?

Yes ___ No

(10) an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal contract or lease?

Yes ___ No

(11) a local, state or federal determination of a willful violation of any prevailing wage law or a violation of any other labor law or regulation?

Yes ___ No

(12) a sanction imposed as a result of judicial or administrative proceedings relative to any business or professional license?

Yes ___ No

(13) a denial, decertification, revocation or forfeiture of Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise status?

Yes ___ No

(14) a rejection of a low bid on a local, state or federal contract for failure to meet statutory affirmative action or MWBE requirements on a previously held contract?

Yes ___ No

(15) a consent order with the New York State Department of Environmental Conservation, or a federal, state or local government enforcement determination involving a violation of federal, state or local government laws?

Yes ___ No

(16) an Occupational Safety and Health Act citation and Notification of Penalty containing a violation classified as serious or willful?

Yes ___ No

(17) a rejection of a bid on a New York contract or lease for failure to comply with the MacBride Fair Employment Principles?

Yes ___ No

(18) a citation, notice, violation order, pending administrative hearing or proceeding or determination for violations of

federal, state or local health laws, rules or regulations

unemployment insurance or workers' compensation coverage or claim requirements

ERISA (Employee Requirement Income Security Act)

federal, state or local human rights laws

federal or state security laws

federal INS and Alienage laws

Sherman Act or other federal anti-trust laws?

Yes No

(19) a finding of non-responsibility by an agency or authority due to the failure to comply with the requirements of Tax Law Section 5-a?

Yes ___ No

ADDITIONAL QUESTIONS

(20) Has the vendor been the subject of agency complaints or reports of contract deviation received within the past two years for contract performance issues arising out of a contract with any federal, state or local agency? If yes, provide details regarding the agency complaints or reports of contract deviation received for contract performance issues.

Yes ___ No

(21) Does the vendor use, or has it used in the past five (5) years, an Employee Identification No., Social Security No., Name, DBA, trade name or abbreviation different from that listed on your mailing list application form? If yes, provide the name(s), FEIN(s) and d/b/a(s) and the address for each such company and d/b/a on a separate piece of paper and attach to this response.

Yes ___ No

(22) During the past three years, has the vendor failed to:

(a) File returns or pay any applicable local, state or federal government taxes?

Yes ___

No

If yes, identify the taxing jurisdiction, type of tax, liability year(s) and tax liability amount the company failed to file/pay and the current status of the liability: _____

(a) File returns or pay New York State Unemployment Insurance?

Yes ___ No

If yes, indicate the years the company failed to file/pay the insurance and the current status of the liability: _____

(23) Have any bankruptcy proceedings been initiated by or against the vendor or its affiliates within the past seven years (whether or not closed) or is any bankruptcy proceeding pending by or against the vendor or its affiliates, regardless of the date of filing?

Yes ___ No

If yes, indicate if this is applicable to the submitting vendor or one of its affiliates: _____

If it is an affiliate, include the affiliate's name and FEIN: _____

Provide the court name, address and docket number: _____

Indicate if the proceedings have been initiated, remain pending or have been closed: _____

If closed, provide the date closed: _____

CERTIFICATION:

The undersigned: recognizes that this questionnaire is submitted for the express purpose of assisting the State of New York or its agencies or political subdivisions to make a determination regarding the award of a contract or approval of a subcontract; acknowledges that the State or its agencies and political subdivisions may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine of up to \$10,000 or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination; and states that the information submitted in this questionnaire and

The undersigned certifies that he/she:

- Has not altered the content of the questions in the questionnaire in any manner;
- Has read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor;
- Has supplied full and complete responses to each item therein to the best of his/her knowledge, information and belief;
- Is knowledgeable about the submitting vendor's business and operations;
- Understands that New York State will rely on the information supplied in this questionnaire when entering into a contract with the vendor; and
- Is under a duty to notify the procuring State Agency of any material changes to the vendor's responses herein prior to the State Comptroller's approval of the contract.

Name of Business Signature of Officer

Address Typed Copy of Signature

City, State, Zip Title

Principal place of business if different from address listed above (include complete address):

FEDERAL CERTIFICATIONS

The funding for the awards granted under this contract is provided by the United States Department of Labor which requires the following certifications:

A. NONDISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE

As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- (1) Section 188 of the Workforce Innovation and Opportunity Act of 1998 (WIOA) which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I -financially assisted program or activity;

(2) Title VI of the Civil Rights Act of 1964, as amended which prohibits discrimination on the basis of race, color, and national origin;

(3) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

(4) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

(5) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The grant applicant also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I - financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I-financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

B. BUY AMERICAN NOTICE REQUIREMENT

The grant applicant assures that, to the greatest extent practicable, all equipment and products purchased with funds made available under the Workforce Innovation and Opportunity Act will be American made. See WIOA Section 505 – Buy American Requirements.

C. SALARY AND BONUS LIMITATIONS

In compliance with Public Laws 110-161, none of the federal funds appropriated in the Act under the heading 'Employment and Training' shall be used by a subrecipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II. This limitation shall not apply to vendors providing goods and services as defined in OMB Circular A-133. See Training and Employment Guidance Letter number 5-06 for further clarification. Where applicable, the grant applicant agrees to comply with the Salary and Bonus Limitations.

D. VETERANS' PRIORITY PROVISIONS

Federal grants for qualified job training programs funded, in whole or in part, by the U.S. Department of Labor are subject to the provisions of the "Jobs for Veterans Act" (JVA), Public Law 107-288 (38 USC 4215). The JVA provides priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services. Please note that to obtain priority service, a person must meet the program's eligibility requirements. Training and Employment Guidance Letter (TEGL) No. 5-03 (September 16, 2003) and Section 20 of the Code of Federal Regulations (CFR) Part 1010 (effective January 19, 2009) provide general guidance on the scope of the veterans priority statute and its effect on current employment and training programs. Where applicable, the grant applicant agrees to comply with the Veteran's Priority Provisions.

STATE CERTIFICATIONS

E. CERTIFICATION REGARDING "NONDISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND: MacBRIDE FAIR EMPLOYMENT PRINCIPLES"

In accordance with Chapter 807 of the Laws of 1992 the bidder, by submission of this bid, certifies that it or any individual or legal entity in which the bidder holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership interest in the bidder, either: (answer Yes or No to one or both of the following, as applicable.)

I. Has business operations in Northern Ireland:

Yes No

If Yes:

2. Shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of its compliance with such Principles.

_____ Yes _____ No

F. NON-COLLUSIVE BIDDING CERTIFICATION

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

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

I, the undersigned, attest under penalty of perjury that I am an authorized representative of the Bidder/Contractor and that the foregoing statements are true and accurate.

Signature of Authorized Representative *Samy Slat*

Title *Executive Vice President*

Date *11/29/16*

Page 1 June, 2006

STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE.

In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE.

In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL.

In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6.a).

4. WORKERS' COMPENSATION BENEFITS.

In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person

per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

7. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION.

In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS.

The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of setoff any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term Page 2 June, 2006 specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

(a) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER. All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

(b) PRIVACY NOTIFICATION. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein; and (c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the

Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Governor's Office of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS.

In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW.

This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT.

Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION.

Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS.

In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of State Finance Law §165. (Use of Tropical Hardwoods) which prohibits purchase and Page 3 June, 2006 use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State. In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.

In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992.

It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts. Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development Division for Small Business
30 South Pearl St -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220
Fax: 518-292-5884
<http://www.empire.state.ny.us>

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
30 South Pearl St -- 2nd Floor
Albany, New York 12245
Telephone: 518-292-5250
Fax: 518-292-5803
<http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

- (a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- (c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New

York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and
(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS.

Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. PURCHASES OF APPAREL.

In accordance with State Finance Law 162 (4-a), the State shall not purchase any apparel from any vendor unable or unwilling to certify that: (i) such apparel was manufactured in compliance with all applicable labor and occupational safety laws, including, but not limited to, child labor laws, wage and hours laws and workplace safety laws, and (ii) vendor will supply, with its bid (or, if not a bid situation, prior to or at the time of signing a contract with the State), if known, the names and addresses of each subcontractor and a list of all manufacturing plants to be utilized by the bidder.

Appendix B

Terms and Conditions

- i. Payments to CONTRACTOR shall be made in accordance with the Budget included in Appendix A, including a service fee of 6.7%.
- ii. Contractor will perform the following services:
 - Provide all of the following for leased employees:
 - ✓ Temporary and Part-Time Employee Interviewing;
 - ✓ Complete Payroll Service (i.e. Payroll/Time Card Processing And Check Distribution);
 - ✓ Workers Compensation Coverage;
 - ✓ New York State Disability Insurance Coverage;
 - ✓ Unemployment Insurance Benefits contribution;
 - ✓ Employers FICA contribution;
 - ✓ Federal and State Income Tax Withholding and deductions;
 - Provide staff leasing services for a variety of job titles, as requested by DOOR.
- iii. Contractor agrees that all leased employee recruitment and selection will be conducted by DOOR
- iv. For all intents and purposes, all contracted (leased) workers are the employees of the staff leasing provider and are not considered employees of the Town of Hempstead.

Appendix C
Participant Eligibility

N/A

Appendix D

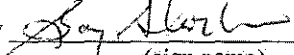
Assurances

**TOWN OF HEMPSTEAD WORKFORCE DEVELOPMENT BOARD (WDB)/
DEPARTMENT OF OCCUPATIONAL RESOURCES (DOOR)
EQUAL EMPLOYMENT OPPORTUNITY (EEO) AND
NON DISCRIMINATION POLICY**

- I. No person will be discriminated against on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief. Furthermore, no person will be excluded from participation in, denied the benefits of, or subject to discrimination under a Workforce Innovation and Opportunity Act (WIOA), Balanced Budget Act Welfare-to-Work (WtW) or Temporary Assistance to Needy Families (TANF) funded program, on the grounds of their citizenship, participation in WIOA, WtW, TANF, race, color, religion, sex, national origin, age, disability, political affiliation, or belief.
- II. The WDB and DOOR will not discriminate in the award of contracts on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, or citizenship.
- III. The WDB and DOOR will not discriminate on any prohibited grounds to: registrants, applicants, and eligible applicants/registrants; participants; applicants for employment and employees; unions or professional organizations that hold collective bargaining or professional agreements with the recipient; subrecipients that receive WIOA, WtW or TANF funds from the recipient; and members of the public including those with impaired vision or hearing.
- IV. WIOA, WtW and TANF financially assisted programs are equal opportunity programs and auxiliary aids and services are available upon request to individuals with disabilities.
- V. Services and information will be provided in languages other than English when there is a significant number or proportion of the population eligible to be served or likely to be directly affected by a WIOA, WtW or TANF financially assisted program or activity, that may need services or information in a language other than English.
- VI. The Town of Hempstead/City of Long Beach Local Workforce Innovation and Opportunity Area (LWIOA) Equal Opportunity (EO) Officer who will be responsible for transmitting complaints of discrimination to the Director of Civil Rights Center is listed below:

Name: Sal Scibetta
Address: Town of Hempstead
Department of Occupational Resources
50 Clinton Street
Suite 400
Hempstead, New York 11550
Telephone Number: (516) 485-5000

- VII. DOOR will monitor the EO compliance status of its subrecipients and annually. Periodic on site reviews of subrecipients will be conducted to assess their EO compliance posture, the results of which are communicated to the subrecipient in writing.

Received by 
(sign name)
Barry Shorter
(print name)

Date 3/23/17

Rev. 05/23/05

**TOWN OF HEMPSTEAD DEPARTMENT OF OCCUPATIONAL RESOURCES RESOLUTION
PROCEDURE FOR NON-CRIMINAL COMPLAINTS AND GRIEVANCES SUMMARY UNDER THE
WORKFORCE INNOVATION AND OPPORTUNITY ACT OF 2014 (WIOA) AND THE BALANCED
BUDGET ACT OF 1997 AS AMENDED BY THE WELFARE-TO-WORK AND CHILD SUPPORT
AMENDMENTS OF
1999 (WtW)**

INTRODUCTION

The Department of Occupational Resources, as the Grant Subrecipient/Fiscal Agent for the Town of Hempstead/City of Long Beach Workforce Innovation and Opportunity Area maintains a **“Complaint Resolution Procedure for Non-Criminal Complaints and Grievances”** to receive and promptly investigate and resolve complaints and grievances about WIOA/WtW programs and activities. This local resolution process is for allegations of non-criminal violations of the WIOA/WtW statutes, regulations, grants, and other agreements. These procedures may be used by WIOA/WtW participants. WIOA/WtW staff members, Subgrantees, contractors, subcontractors, or other interested persons including the general public. Please note that special rules apply for complaints concerning discrimination and criminal activity.

**General Procedures For the Local Resolution of
Non-Criminal And Non-Discrimination Complaints**

You have the right to file a complaint. The complaint must be in writing, signed by you, and filed within one year of the facts which give rise to the complaint. Prior to a formal hearing, the Department will attempt to resolve the matter both informally. You are entitled to a hearing held within 30 days of the complaint being filed. A written decision will be filed within 60 days of the complaint being filed. After a hearing and a decision, you have the right to appeal to the Governor of the State of New York. Appeals to the Governor are to be filed within 10 days of any adverse decision, or in the event the department fails to render a decision, within 10 days of the date when the decision should have been received. The Governor may be contacted as follows: Hon. David A. Paterson, New York State Workforce Development Board, A. E. Smith Office Building, Box 7105, Albany, New York, 12225.

Discrimination Complaints

Applicants, participants, and staff alleging discrimination based upon race, national origin, citizenship, sex, age, color, political affiliation, religious belief, or retaliation must file their complaints directly with the United States Department of Labor, Office of Civil Rights, within 180 days of the occurrence of the allegedly discriminatory action. A complaint may be filed by official form, letter, telephone call, or visit to: Director, Office of Civil Rights, U.S. Department of Labor, 200 Constitution Avenue, N.W., Room N4123, Washington, DC, 20210. Complaints alleging discrimination on the grounds of handicap will be received and processed on the local level as part of the regular Workforce Innovation and Opportunity Area grievance process outlined above as “General Procedures.”

Criminal Complaints

All information and complaints involving fraud, abuse, or other criminal activity shall be reported directly and immediately to the United States Department of Labor, 200 Constitution Avenue, NW., Washington D.C. 20210. A duplicate notice should also be sent at the same time to the New York State Department of Labor, in care of State Representative, New York State Department of Labor, 303 W. Old Country Road, Hicksville, New York, 11801.

WIOA/WtW Program Complaint Resolution Officer

The WIOA/WtW Program Complaint Resolution Officer may be reached at the Department of Occupational Resources, 50 Clinton Street, 4th Floor, Hempstead, New York 11550, (516) 485-5000. The Grievance Officer will provide you with any forms or technical assistance which you may require in order to file or process a grievance or complaint. The WIOA Program Complaint Resolution Officer is also responsible for the receipt and resolution of complaints.

If your complaint is not WIOA/WtW-related, it will be referred to the appropriate agency or agencies. Your complaint may also involve or entitle you to recourse from other state or federal agencies pursuant to other state and federal laws.

To the maximum extent possible, the identity of a complainant will be kept confidential consistent with applicable law and a fair determination of the complaint. The making of a complaint will in no way affect your status or participation in or with the WIOA/WtW program.

If you have any questions concerning this procedure or wish to file a complaint or grievance, please contact the WIOA/WtW Complaint Resolution Officer.

Received by: Baron Shorten

Date: 3/23/17

CERTIFICATION REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Non-Procurement) and Government-wide Requirements for Drug-free Workplace (Grants)." The certification shall be treated as a material representation of fact upon which reliance will be placed with the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Sections 82.105 and 82.110, the applicant certifies that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Grant or cooperative agreement;
- (b) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 84, Sections 85.105 and 85.110 -

A. The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not, within a three-year period preceding this application and/or contract, had one or more public transactions, whether Federal, State or Local, terminated for cause or default; and been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted or otherwise criminally or civilly charged by a Government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph A(b) of this certification, and
- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE

(GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610 --

- A. The applicant that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an on-going drug-free awareness program to inform employees about--
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance program; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - (e) Notifying the agency, in writing, within 10 calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director, Grants and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W. (Room 312A, GSA Regional Office Building No. 3), Washington, D.C. 20202-4571. Notice shall include the identification number of each affected grant.
- Check here if there are any workplace on file that are not identified here.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certification.

NAME OF APPLICANT	PREAWARD NUMBER and/or PROJECT NAME
Aleco II	Staff Leasing
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
BARRY SHUTEN	President
SIGNATURE	DATE
<i>Barry Shuten</i>	3/23/17

RESPONSIBILITY QUESTIONNAIRE 7/13/06

Instructions:

Please complete this form answering every question. A "Yes" answer to questions 1-22 requires a written explanation attached to the questionnaire and submitted on company letterhead signed by an officer of the company.

Questions:

Within the past five years, has your firm, any affiliate, any principal, owner or officer or major stockholder (10% or more shares) or any person involved in the bidding or contracting process been the subject of any of the following:

(1) a judgment or conviction for any business-related conduct constituting a crime under local, state or federal law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing, or bid collusion or any crime related to truthfulness and/or business conduct?

Yes ___ No

(2) a criminal investigation or indictment for any business-related conduct constituting a crime under local, state or federal law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing, or bid collusion or any crime related to truthfulness and/or business conduct?

Yes ___ No

(3) an unsatisfied judgment, injunction or lien obtained by a government agency including, but not limited to, judgments based on taxes owed and fines and penalties assessed by any local, state or federal government agency?

Yes ___ No

(4) an investigation for a civil violation for any business related conduct by any local, state or federal agency?

Yes ___ No

(5) a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including, but not limited to fraud, extortion, bribery, racketeering, price-fixing, or bid collusion or any crime related to truthfulness and/or business conduct?

Yes ___ No

(6) a local, state or federal suspension, debarment or termination from the contracting process?

Yes ___ No

(7) a local, state or federal contract suspension or termination for cause prior to the completion of the term of a contract?

Yes ___ No

(8) a local, state or federal denial of a lease or contract award for non-responsibility?

Yes ___ No

(9) an agreement to voluntary exclusion from bidding/contracting?

Yes ___ No

(10) an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal contract or lease?

Yes ___ No

(11) a local, state or federal determination of a willful violation of any prevailing wage law or a violation of any other labor law or regulation?

Yes ___ No

(12) a sanction imposed as a result of judicial or administrative proceedings relative to any business or professional license?

Yes ___ No

(13) a denial, decertification, revocation or forfeiture of Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise status?

Yes ___ No

(14) a rejection of a low bid on a local, state or federal contract for failure to meet statutory affirmative action or MWBE requirements on a previously held contract?

Yes ___ No

(15) a consent order with the New York State Department of Environmental Conservation, or a federal, state or local government enforcement determination involving a violation of federal, state or local government laws?

Yes ___ No

(16) an Occupational Safety and Health Act citation and Notification of Penalty containing a violation classified as serious or willful?

Yes ___ No

(17) a rejection of a bid on a New York contract or lease for failure to comply with the MacBride Fair Employment Principles?

Yes ___ No

(18) a citation, notice, violation order, pending administrative hearing or proceeding or determination for violations of

- federal, state or local health laws, rules or regulations
- unemployment insurance or workers' compensation coverage or claim requirements
- ERISA (Employee Requirement Income Security Act)
- federal, state or local human rights laws
- federal or state security laws
- federal INS and Alienage laws
- Sherman Act or other federal anti-trust laws?

Yes ___ No

(19) a finding of non-responsibility by an agency or authority due to the failure to comply with the requirements of Tax Law Section 5-a?

Yes ___ No

ADDITIONAL QUESTIONS

(20) Has the vendor been the subject of agency complaints or reports of contract deviation received within the past two years for contract performance issues arising out of a contract with any federal, state or local agency? If yes, provide details regarding the agency complaints or reports of contract deviation received for contract performance issues.

Yes ___ No

(21) Does the vendor use, or has it used in the past five (5) years, an Employee Identification No., Social Security No., Name, DBA, trade name or abbreviation different from that listed on your mailing list application form? If yes, provide the name(s), FEIN(s) and d/b/a(s) and the address for each such company and d/b/a on a separate piece of paper and attach to this response.

Yes ___ No

(22) During the past three years, has the vendor failed to:

(a) File returns or pay any applicable local, state or federal government taxes?

Yes ___

No

If yes, identify the taxing jurisdiction, type of tax, liability year(s) and tax liability amount the company failed to file/pay and the current status of the liability: _____

(a) File returns or pay New York State Unemployment Insurance?

Yes ___ No

If yes, indicate the years the company failed to file/pay the insurance and the current status of the liability: _____

(23) Have any bankruptcy proceedings been initiated by or against the vendor or its affiliates within the past seven years (whether or not closed) or is any bankruptcy proceeding pending by or against the vendor or its affiliates, regardless of the date of filing?

Yes ___ No

If yes, indicate if this is applicable to the submitting vendor or one of its affiliates: _____

If it is an affiliate, include the affiliate's name and FEIN: _____

Provide the court name, address and docket number: _____

Indicate if the proceedings have been initiated, remain pending or have been closed: _____

If closed, provide the date closed: _____

CERTIFICATION:

The undersigned; recognizes that this questionnaire is submitted for the express purpose of assisting the State of New York or its agencies or political subdivisions to make a determination regarding the award of a contract or approval of a subcontract; acknowledges that the State or its agencies and political subdivisions may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine of up to \$10,000 or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination; and states that the information submitted in this questionnaire and

The undersigned certifies that he/she:

- Has not altered the content of the questions in the questionnaire in any manner;
- Has read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor;
- Has supplied full and complete responses to each item therein to the best of his/her knowledge, information and belief;
- Is knowledgeable about the submitting vendor's business and operations;
- Understands that New York State will rely on the information supplied in this questionnaire when entering into a contract with the vendor; and
- Is under a duty to notify the procuring State Agency of any material changes to the vendor's responses herein prior to the State Comptroller's approval of the contract.

Name of Business Signature of Officer

Address Typed Copy of Signature

City, State, Zip Title

Principal place of business if different from address listed above (include complete address):

FEDERAL CERTIFICATIONS

The funding for the awards granted under this contract is provided by the United States Department of Labor which requires the following certifications:

A. NONDISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE

As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- (1) Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA) which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I -financially assisted program or activity;
- (2) Title VI of the Civil Rights Act of 1964, as amended which prohibits discrimination on the basis of race, color, and national origin;
- (3) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- (4) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- (5) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The grant applicant also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I - financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I-financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

B. BUY AMERICAN NOTICE REQUIREMENT

The grant applicant assures that, to the greatest extent practicable, all equipment and products purchased with funds made available under the Workforce Innovation and Opportunity Act will be American made. See WIOA Section 505 – Buy American Requirements.

C. SALARY AND BONUS LIMITATIONS

In compliance with Public Laws 110-161, none of the federal funds appropriated in the Act under the heading 'Employment and Training' shall be used by a subrecipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II. This limitation shall not apply to vendors providing goods and services as defined in OMB Circular A-133. See Training and Employment Guidance Letter number 5-06 for further clarification. Where applicable, the grant applicant agrees to comply with the Salary and Bonus Limitations.

D. VETERANS' PRIORITY PROVISIONS

Federal grants for qualified job training programs funded, in whole or in part, by the U.S. Department of Labor are subject to the provisions of the "Jobs for Veterans Act" (JVA), Public Law 107-288 (38 USC 4215). The JVA provides priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services. Please note that to obtain priority service, a person must meet the program's eligibility requirements. Training and Employment Guidance Letter (TEGL) No. 5-03 (September 16, 2003) and Section 20 of the Code of Federal Regulations (CFR) Part 1010 (effective January 19, 2009) provide general guidance on the scope of the veterans priority statute and its effect on

current employment and training programs. Where applicable, the grant applicant agrees to comply with the Veteran's Priority Provisions.

STATE CERTIFICATIONS

E. CERTIFICATION REGARDING "NONDISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND: MacBRIDE FAIR EMPLOYMENT PRINCIPLES"

In accordance with Chapter 807 of the Laws of 1992 the bidder, by submission of this bid, certifies that it or any individual or legal entity in which the bidder holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership interest in the bidder, either: (answer Yes or No to one or both of the following, as applicable.)

1. Has business operations in Northern Ireland:

Yes No

If Yes:

2. Shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of its compliance with such Principles.

Yes No

F. NON-COLLUSIVE BIDDING CERTIFICATION

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

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

I, the undersigned, attest under penalty of perjury that I am an authorized representative of the Bidder/Contractor and that the foregoing statements are true and accurate.

Signature of Authorized Representative Gay Selt

Title President

Date 3/23/17

STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE.

In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE.

In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL.

In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6.a).

4. WORKERS' COMPENSATION BENEFITS.

In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

7. NON-COLLUSIVE BIDDING CERTIFICATION.

In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION.

In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations there under. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS.

The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of setoff any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term Page 2 June, 2006 specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

- (a) **FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER.** All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.
- (b) **PRIVACY NOTIFICATION.** (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.
- (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the

Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Governor's Office of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS.

In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW.

This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT.

Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION.

Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS.

In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of State Finance Law §165, (Use of Tropical Hardwoods) which prohibits purchase and Page 3 June, 2006 use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State. In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.

In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992.

It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts. Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development Division for Small Business
30 South Pearl St -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220
Fax: 518-292-5884
<http://www.empire.state.ny.us>

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
30 South Pearl St -- 2nd Floor
Albany, New York 12245
Telephone: 518-292-5250
Fax: 518-292-5803
<http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

- (a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- (c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and
- (d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS.

Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. PURCHASES OF APPAREL.

In accordance with State Finance Law 162 (4-a), the State shall not purchase any apparel from any vendor unable or unwilling to certify that: (i) such apparel was manufactured in compliance with all applicable labor and occupational safety laws, including, but not limited to, child labor laws, wage and hours laws and workplace safety laws, and (ii) vendor will supply, with its bid (or, if not a bid situation, prior to or at the time of signing a contract with the State), if known, the names and addresses of each subcontractor and a list of all manufacturing plants to be utilized by the bidder.

CERTIFICATION

I hereby certify that the following is a true copy of resolution duly adopted by the Board of Directors of _____, a domestic corporation, at a meeting held on _____ 20 ____, at which a quorum was present, that said resolution has not been rescinded or modified, and it still in full force and effect, that said resolution is not contrary to any provision in the Certificate of Incorporation or By-Laws of said corporation, and that said certification is made knowing that the Town of Hempstead Department of Occupational Resources at 50 Clinton St., Suite 400, Hempstead, New York, will rely upon this certification incident to the execution of any documents by _____ with respect to Contract No. _____ pertaining to _____

RESOLVED, that _____
is hereby elected as _____
of _____
with full authority to enter into any agreement or transaction on behalf of
the corporation.

WITNESS my hand and seal this _____ day of _____,
20 ____.

(Secretary)

(Seal)

Note. This form must be completed for all agreements that will be executed by an officer other than President or Superintendent.

ATTENDANCE POLICY

The Department of Occupational Resources (DOOR) has established the following attendance policy for all participants enrolled in Education Training activities.

Participants who are absent for five (5) percent or _____ days of the total class meetings will be notified by the Department of Occupational Resources and placed on probation.

Participants who are absent for ten (10) percent or _____ days of the class meetings may result in cancellation of their scholarship voucher and termination from the education and/or training program.

All absences must be reported to the education and/or training institution. Excused absences will be limited to job interviews, jury duty, probationary meetings, and personal illness which in excess of three (3) days must be confirmed by a doctor's note. Excused absences will not be charged against probationary notice or result in cancellation of this scholarship voucher or termination from the program.

The Department of Occupational Resources will review participants' timesheets, attendance records, and progress reports. Based on this review, the Department of Occupational Resources may cancel this scholarship voucher and remove from the program, at any time, any participant it deems to be unacceptable for further education and training under program guidelines.

I have read the Department of Occupational Resources attendance policy, understand it, and will abide by it.

Name Sy Alon
Date Received 3/23/17

Town of Hempstead - Department of Occupational Resources

Alcott HR Group, LLC Expenses 7/1/2019-6/30/2020

GL Code	GL Title	Expense	Hourly Rate	Hours/Pay Period	Salary & Fringe	Admin	Program
Total 5250I	Diane Robinson	16,690.93	\$14.00	40.00	16,690.93	0.00	16,690.93
Total 5250P	Willens, Howard	36,399.71	\$21.00	60.00	36,399.71	0.00	36,399.71
Total 5250Y	Robinson, Dorothy	23,786.09	\$14.00	58.00	23,786.09	0.00	23,786.09
Total 525AH	Hurtado, Ana-Maria	107,154.25	\$77.00	49.00	107,154.25	26,788.56	80,365.69
Total 525CC	Roman, Elaine	16,690.93	\$14.00	40.00	16,690.93	0.00	16,690.93
Total 525DD	DiNapoli, Mary	23,786.09	\$14.00	58.00	23,786.09	0.00	23,786.09
Total 525ED	Dumond, Esther	65,897.91	\$28.85	80.00	65,897.91	65,897.91	0.00
Total 525EK	Kenny, Edward	107,154.25	\$77.00	49.00	107,154.25	0.00	107,154.25
Total 525KK	Shah, Kaneez	19,844.33	\$14.00	48.00	19,844.33	0.00	19,844.33
Total 525SS	Surkis, Scott	107,154.25	\$77.00	49.00	107,154.25	107,154.25	0.00
Total 525AL	Fees & Services-ALCOTT FEE	32,263.96				32,263.96	0.00
		556,822.70				232,104.68	324,718.02

CASE NO.

RESOLUTION NO.

Adopted:

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

RESOLUTION AUTHORIZING REIMBURSEMENT OF FEES FOR APPOINTMENT AS NOTARY PUBLIC TO KEVIN R. CONROY, EMPLOYEE OF THE TOWN COMPTROLLER'S OFFICE.

WHEREAS, it is necessary that the Town Comptroller's Office have available at all times the services of a person who is a certified notary public; and

WHEREAS, the Town Comptroller has requested Kevin R. Conroy, an employee of the Town Comptroller's Office, to make application for appointment by the State of New York to be commissioned as a notary public until April 23, 2023, at a cost of \$60.00 for the application fee; and

WHEREAS, the Town Comptroller deems it necessary and in the public interest to have said employee of the Town Comptroller's Office become commissioned and certified as a notary public;

NOW, THEREFORE, BE IT

RESOLVED, that Kevin R. Conroy, an employee of the Town Comptroller's Office, is authorized to apply for appointment and certification as a notary public and that he be reimbursed for the actual and necessary fees in connection therewith; not to exceed an amount of \$60.00, such reimbursement to be made from and charged to Town Comptroller's Office Expense Account No. 010-001-1315 - 4040.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

53

Case #

25365

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE OFFICE OF THE TOWN ATTORNEY TO ENTER INTO AN AGREEMENT WITH JACKSON LEWIS P.C. FOR INVESTIGATORY AND LEGAL SERVICES IN CONNECTION WITH THE TOWN'S POLICIES AGAINST DISCRIMINATION, HARASSMENT, AND SEXUAL HARASSMENT.

WHEREAS, the Office of the Town Attorney has a need for investigative/legal services in connection with the Town's policies against discrimination, harassment, and sexual harassment; and

WHEREAS, Jackson Lewis P.C., located in 58 South Service Road, Suite 250, Melville, NY 11747 is a firm that specializes in providing said services;

NOW, THEREFORE, BE IT

RESOLVED, that the Town Attorney is hereby authorized to execute a retainer agreement with Jackson Lewis P.C. for said services; and

BE IT FURTHER

RESOLVED, the Town Attorney is hereby authorized to retain the investigatory/legal services of Jackson Lewis P.C. in accordance with the terms of the retainer agreement dated June 7, 2019.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

54

Case #

27490

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 ERA REALTY CO. IN THE AMOUNT OF \$68,726.73 AND THE CLAIM OF NASSAU HEALTH WELLNESS IN THE AMOUNT OF \$7,999.59 FOR A TOTAL AMOUNT OF \$76,726.32.

WHEREAS, Era Realty Co., owner of a building and property located at 95-96 Clinton Street in Hempstead, New York, made a claim for building and property damage when a Department of General Services vehicle struck the aforesaid building and property on January 24, 2019; and

WHEREAS, Nassau Health Wellness with offices at 95-96 Clinton Street in Hempstead, New York, made a claim against the Town of Hempstead for office property damage when a Department of General Services vehicle came into contact with the aforesaid office on January 24, 2019;

WHEREAS, subsequent to making this claim, a proposal was made between a representative of Era Realty Co. and Nassau Health Wellness and the Claims Service Bureau of New York, Inc., the claims investigation and adjusting firm retained by the Town of Hempstead for such purposes, to settle the claim of ERA Realty Co. in the amount of \$68,726.73 and the claim of Nassau Health Wellness in the amount of \$7,999.59 for a total amount of \$76,726.32; and

WHEREAS, Era Realty Co. and Nassau Health Wellness have each forwarded an executed general release to the Office of the Town Attorney; and

WHEREAS, the Claims Service Bureau of New York Inc. and the Office of the Town Attorney recommend that each claim 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 claim of Era Realty Co. in the amount of \$68,726.73 and the claim of Nassau Health Wellness in the amount of \$7,999.59 for a total settlement of \$76,726.32 regarding an accident occurring on January 24, 2019, in full and final settlement of each claim and the total 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 #

55

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 JOHN E. COLIN IN THE AMOUNT OF
\$10,000.00.

WHEREAS, John E. Colin, by his attorneys Cellino & Barnes, P.C, with offices in Melville, New York, made a claim for personal injuries he sustained while skateboarding at the skate rink at Town of Hempstead Baldwin Park in Baldwin, New York on September 29, 2015; and

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

WHEREAS, prior to jury selection at a court conference, a proposal was made between the Law Offices of Cellino & Barnes, P.C., attorneys for John E. Colin and the Town of Hempstead trial counsel to settle the personal injury claim of John E. Colin in the amount of \$10,000.00; and

WHEREAS, attorneys for John E. Colin have forwarded a stipulation discontinuing action and an executed general release to the Office of the Town Attorney; and

WHEREAS, the Town of Hempstead trial counsel, the Claims Service Bureau of New York Inc., the claims representatives for the Town of Hempstead and the Office of the Town Attorney recommend that this settlement be approved in the best interest of the Town of Hempstead;

NOW, THEREOFRE, BE IT

RESOLVED, that the Office of the Town Attorney is authorized to settle the personal injury claim of John E. Colin regarding an accident occurring on September 29, 2015 in the amount of \$10,000.00, said amount to be paid out of Parks Operating Fund Tort Liability Account.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 55
Case # 10889

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

Item # 56
Case # 7

CASE NO. 30128

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. 37-2019, 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 July 2, 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. 37-2019, 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# 57
Case # 30128

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 July, 2019, at 10:30 o'clock in the forenoon of that day to consider the enactment of a local law to amend Chapter 202 of the code of the Town of Hempstead to INCLUDE and REPEAL "REGULATIONS AND RESTRICTIONS" to limit parking at the following locations:

BALDWIN Section 202-5	GRAND AVENUE (TH 190/19) East Side - NO PARKING TUESDAY AND FRIDAY 2 AM TO 5 AM - starting at a point 45 feet north of the north curbline of North William Street north to a point 45 feet south of the south curbline of Grand Terrace Avenue.
EAST MEADOW Section 202-4	EAST MEADOW AVENUE (TH 213/19) West Side - TWO HOUR PARKING 9 AM TO 5 PM EXCEPT SATURDAYS, SUNDAYS, AND HOLIDAYS - starting at a point 20 feet north of a point opposite the north curbline of Park Avenue north for a distance of 40 feet.
NORTH MERRICK Section 202-11	EUSTON ROAD (TH 211/19) East Side - NO PARKING 9 AM TO 3 PM EXCEPT SATURDAY AND SUNDAY - starting at a point 140 feet south of the south curbline of Briar Road south to the north curbline of Cliff Road.
OCEANSIDE Section 202-13	NASSAU PARKWAY (TH 195/19) North Side - NO PARKING 9 AM TO 5 PM EXCEPT SATURDAYS, SUNDAYS, AND HOLIDAYS - starting at a point 25 feet east of the east curbline of Columbus Avenue east for a distance of 86 feet.
ROOSEVELT Section 202-6	DEBEVOISE AVENUE (TH 206/19) South Side - NO PARKING 7 AM TO 6 PM EXCEPT SATURDAYS, SUNDAYS, AND HOLIDAYS - starting at a point 433 feet west of the west curbline of Nassau Road west for a distance of 142 feet.

UNIONDALE
Section 202-12

CAMBRIA STREET (TH 198/19) North Side
- NO PARKING ANYTIME EXCEPT SATURDAYS,
SUNDAYS, AND HOLIDAYS - starting at a
point 30 feet west of the west
curbline of Arcadia Avenue west for a
distance of 75 feet.

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

BALDWIN
Section 202-5

GRAND AVENUE (TH 689/76) East Side -
NO PARKING TUESDAY AND FRIDAY, 2 AM
TO 5 AM - starting at a point 30 feet
north of the north curbline of North
William Street, north to a point
30 feet south of the south curbline of
Grand Terrace Avenue. (Adopted 2/8/77)

MERRICK
Section 202-11

BRIAR ROAD (TH 292/10) South Side - NO
PARKING 9 A.M. TO 3 P.M. EXCEPT
SATURDAYS AND SUNDAYS - starting at
the west curbline of Merrick Avenue,
west to the east curbline of Euston
Road. (Adopted 11/23/10)

EUSTON ROAD (TH 75/64) East Side - NO
PARKING 9 AM TO 3 PM EXCEPT SATURDAY
AND SUNDAY - from the south curbline
of Briar Road south to Cliff Road.
(Amended 3/17/64)

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

Dated: June 11, 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 thirty of two thousand nineteen is hereby amended by including therein "REGULATIONS AND RESTRICTIONS" to limit parking at the following locations:

BALDWIN
Section 202-5

GRAND AVENUE (TH 190/19) East Side – NO PARKING TUESDAY AND FRIDAY 2 AM TO 5 AM – starting at a point 45 feet north of the north curbline of North William Street north to a point 45 feet south of the south curbline of Grand Terrace Avenue.

EAST MEADOW
Section 202-4

EAST MEADOW AVENUE (TH 213/19) West Side – TWO HOUR PARKING 9 AM TO 5 PM EXCEPT SATURDAYS, SUNDAYS, AND HOLIDAYS – starting at a point 20 feet north of a point opposite the north curbline of Park Avenue north for a distance of 40 feet.

NORTH MERRICK
Section 202-11

EUSTON ROAD (TH 211/19) East Side – NO PARKING 9 AM TO 3 PM EXCEPT SATURDAY AND SUNDAY – starting at a point 140 feet south of the south curbline of Briar Road south to the north curbline of Cliff Road.

OCEANSIDE
Section 202-13

NASSAU PARKWAY (TH 195/19) North Side – NO PARKING 9 AM TO 5 PM EXCEPT SATURDAYS, SUNDAYS, AND HOLIDAYS – starting at a point 25 feet east of the east curbline of Columbus Avenue east for a distance of 86 feet.

ROOSEVELT
Section 202-6

DEBEVOISE AVENUE (TH 206/19) South Side – NO PARKING 7 AM TO 6 PM EXCEPT SATURDAYS, SUNDAYS, AND HOLIDAYS – starting at a point 433 feet west of the west curbline of Nassau Road west for a distance of 142 feet.

UNIONDALE
Section 202-12

CAMBRIA STREET (TH 198/19) North Side – NO PARKING ANYTIME EXCEPT SATURDAYS, SUNDAYS, AND HOLIDAYS – starting at a point 30 feet west of the west curbline of Arcadia Avenue west for a distance of 75 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 thirty of two thousand nineteen is hereby amended by repealing therein "REGULATIONS AND RESTRICTIONS" to limit parking at the following locations:

BALDWIN
Section 202-5

GRAND AVENUE (TH 689/76) East Side – NO PARKING TUESDAY AND FRIDAY, 2 AM TO 5 AM – starting at a point 30 feet north of the north curbline of North William Street, north to a point 30 feet south of the south curbline of Grand Terrace Avenue. (Adopted 2/8/77)

MERRICK
Section 202-11

BRIAR ROAD (TH 292/10) South Side – NO PARKING 9 A.M. TO 3 P.M. EXCEPT SATURDAYS AND SUNDAYS – starting at the west curbline of Merrick Avenue, west to the east curbline of Euston Road. (Adopted 11/23/10)

EUSTON ROAD (TH 75/64) East Side – NO PARKING
9 AM TO 3 PM EXCEPT SATURDAY AND SUNDAY –
from the south curbline of Briar Road south to Cliff Road.
(Amended 3/17/64)\

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

CASE NO. 30129

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. 38-2019, 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 July 2, 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. 38-2019, 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# 58
Case# 30129

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

BALDWIN

GRAND AVENUE (TH 190/19) East Side - NO STOPPING HERE TO CORNER - starting at the south curbline of Grand Terrace Avenue then south for a distance of 45 feet.

EAST MEADOW

KALDA LANE (TH 150/19) North Side - NO STOPPING HERE TO CORNER - starting at the west curbline of Lakeville Lane west for a distance of 50 feet.

KALDA LANE (TH 150/19) South Side - NO STOPPING HERE TO CORNER - starting at the west curbline of Lakeville Lane west for a distance of 45 feet.

LINDA DRIVE (TH 168/19) North Side - NO STOPPING HERE TO CORNER - starting at the west curbline of Prospect Avenue west for a distance of 28 feet.

PROSPECT AVENUE (TH 168/19) West Side - NO STOPPING HERE TO CORNER - starting at the north curbline of Linda Drive north for a distance of 68 feet.

PROSPECT AVENUE (TH 168/19) West Side - NO STOPPING HERE TO CORNER - starting at the south curbline of Linda Drive south for a distance of 25 feet.

PROSPECT AVENUE (TH 168/19) East Side - NO STOPPING HERE TO CORNER - starting at the south curbline of Coakley Street south for a distance of 60 feet.

ELMONT HERBERT AVENUE (TH 201/19) West Side - NO STOPPING ANYTIME - starting at a point 244 feet south of the south curbline of Chelsea Street south for a distance of 34 feet.

INWOOD SMITH STREET (TH 189/19) West Side - NO STOPPING ANYTIME - starting at a point 137 feet south of the south curbline of Mott Avenue south for a distance of 25 feet.

NORTH MERRICK BRIAR ROAD (TH 211/19) South Side - NO STOPPING HERE TO CORNER - starting at the east curbline of Euston Road east for a distance of 40 feet.

EUSTON ROAD (TH 211/19) East Side - NO STOPPING HERE TO CORNER - starting at the south curbline of Briar Road south for a distance of 42 feet.

OCEANSIDE NASSAU PARKWAY (TH 195/19) North Side - NO STOPPING HERE TO CORNER - starting at the east curbline of Columbus Avenue east for a distance of 25 feet.

UNIONDALE NEW STREET (TH 48/19) North Side - NO PARKING ANYTIME - starting at a point 243 feet west of the west curbline of Nostrand Avenue then west for a distance of 77 feet.

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

BALDWIN GRAND AVENUE (TH 689/76) East Side - NO STOPPING HERE TO CORNER - starting at the south curbline of Grand Terrace Avenue south for a distance of 30 feet. (Adopted 2/5/77)

UNIONDALE NEW STREET (TH 48/19) North Side - NO PARKING ANYTIME - starting at a point 188 feet west of the west curbline of Nostrand Avenue then west for a distance of 52 feet. (Adopted 4/2/19)

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

Dated: June 11, 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 thirty one of two thousand nineteen is hereby amended by including therein "PARKING OR STANDING PROHIBITIONS" at the following locations:

BALDWIN GRAND AVENUE (TH 190/19) East Side – NO STOPPING HERE TO CORNER – starting at the south curbline of Grand Terrace Avenue then south for a distance of 45 feet.

EAST MEADOW KALDA LANE (TH 150/19) North Side – NO STOPPING HERE TO CORNER – starting at the west curbline of Lakeville Lane west for a distance of 50 feet.

KALDA LANE (TH 150/19) South Side – NO STOPPING HERE TO CORNER – starting at the west curbline of Lakeville Lane west for a distance of 45 feet.

LINDA DRIVE (TH 168/19) North Side – NO STOPPING HERE TO CORNER – starting at the west curbline of Prospect Avenue west for a distance of 28 feet.

PROSPECT AVENUE (TH 168/19) West Side – NO STOPPING HERE TO CORNER – starting at the north curbline of Linda Drive north for a distance of 68 feet.

PROSPECT AVENUE (TH 168/19) West Side – NO STOPPING HERE TO CORNER – starting at the south curbline of Linda Drive south for a distance of 25 feet.

PROSPECT AVENUE (TH 168/19) East Side – NO STOPPING HERE TO CORNER – starting at the south curbline of Coakley Street south for a distance of 60 feet.

ELMONT HERBERT AVENUE (TH 201/19) West Side – NO STOPPING ANYTIME – starting at a point 244 feet south of the south curbline of Chelsea Street south for a distance of 34 feet.

INWOOD SMITH STREET (TH 189/19) West Side – NO STOPPING ANYTIME – starting at a point 137 feet south of the south curbline of Mott Avenue south for a distance of 25 feet.

NORTH MERRICK BRIAR ROAD (TH 211/19) South Side – NO STOPPING HERE TO CORNER – starting at the east curbline of Euston Road east for a distance of 40 feet.

EUSTON ROAD (TH 211/19) East Side – NO STOPPING HERE TO CORNER – starting at the south curbline of Briar Road south for a distance of 42 feet.

OCEANSIDE NASSAU PARKWAY (TH 195/19) North Side – NO STOPPING HERE TO CORNER – starting at the east curbline of Columbus Avenue east for a distance of 25 feet.

UNIONDALE

NEW STREET (TH 48/19) North Side – NO PARKING ANYTIME – starting at a point 243 feet west of the west curbline of Nostrand Avenue then west for a distance of 77 feet.

Section 2. Section two hundred two dash one of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine, said Section last amended by local law number thirty one of two thousand nineteen is hereby amended by repealing therein “PARKING OR STANDING PROHIBITIONS” at the following locations:

BALDWIN

GRAND AVENUE (TH 689/76) East Side – NO STOPPING HERE TO CORNER – starting at the south curbline of Grand Terrace Avenue south for a distance of 30 feet.
(Adopted 2/5/77)

UNIONDALE

NEW STREET (TH 48/19) North Side – NO PARKING ANYTIME – starting at a point 188 feet west of the west curbline of Nostrand Avenue then west for a distance of 52 feet. (Adopted 4/2/19)

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

CASE NO. 30130

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

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

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

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

WHEREAS, _____ has introduced a proposed local law known as Intro. No. 39-2019, Print No. 1 to amend the said Section 197-5 of the Code of the Town of Hempstead to include "ARTERIAL STOPS" at various locations; NOW, THEREFORE, BE IT

RESOLVED, that a public hearing be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York on July 2, 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. 39-2019, Print No. 1, to amend Section 197-5 of the Code of the Town of Hempstead to include "ARTERIAL STOPS" at various locations; and, BE IT FURTHER

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 59
Case # 30130

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 July, 2019, at 10:30 o'clock in the forenoon of that day to consider the enactment of a local law to amend Section 197-5 of the code of the Town of Hempstead to INCLUDE "ARTERIAL STOPS" at the following locations:

ELMONT	MURRAY HILL STREET (TH 202/19) STOP - all traffic traveling southbound on Elzey Avenue shall come to a full stop.
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ALL PERSONS INTERESTED shall have an opportunity to be heard on said proposal at the time and place aforesaid.

Dated: June 11, 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 "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 thirty two of two thousand nineteen is hereby amended by including therein "ARTERIAL STOPS" at the following locations:

ELMONT

MURRAY HILL STREET (TH 202/19) STOP – all traffic traveling southbound on Elzey Avenue shall come to a full stop.

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

CASE NO. 18920

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION CALLING A PUBLIC HEARING ON A PROPOSED LOCAL LAW TO AMEND SECTION 202-52 OF THE CODE OF THE TOWN OF HEMPSTEAD TO REPEAL "BUS STOPS" AT VARIOUS LOCATIONS.

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

WHEREAS, it appears to be in the public interest to consider the enactment of a local law amending Section 202-52 of the Code of the Town of Hempstead entitled "BUS STOPS" at various locations; and

WHEREAS, has introduced a proposed local law known as Intro. No. 40-2019, Print No. 1 to amend the said Section 202-52 of the Code of the Town of Hempstead to repeal "BUS STOPS" at various locations; NOW, THEREFORE, BE IT

RESOLVED, that a public hearing be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York on July 2, 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. 40-2019, Print No. 1, to amend Section 202-52 of the Code of the Town of Hempstead to repeal "BUS STOPS" at various locations; and, BE IT FURTHER

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item# 60
Case# 18920

NOTICE OF PUBLIC HEARING

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

EAST MEADOW

PROSPECT AVENUE (TH 511/80) North Side - NO STOPPING BUS STOP - starting at the east curblineline of Linda Drive east for a distance of 60 feet. (Adopted 4/7/81)

PROSPECT AVENUE (TH 511/80) South Side - NO STOPPING BUS STOP - starting at the west curblineline of Coakley Street west for a distance of 60 feet. (Adopted 4/7/81)

OCEANSIDE

BROWER AVENUE (TH 424/68) North Side - NO STOPPING BUS STOP - from the west curblineline of Fortesque Avenue west for a distance of 60 feet. (Adopted 4/15/69)

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

Dated: June 11, 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 fifty two of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine, to repeal "BUS STOPS" at various locations.

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

Section 1. Section two hundred two dash fifty two of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine, said Section last amended by local law number twenty three of two thousand nineteen is hereby amended by repealing therein "BUS STOPS" at the following locations:

EAST MEADOW

PROSPECT AVENUE (TH 511/80) North Side – NO STOPPING BUS STOP – starting at the east curblineline of Linda Drive east for a distance of 60 feet. (Adopted 4/7/81)

PROSPECT AVENUE (TH 511/80) South Side – NO STOPPING BUS STOP – starting at the west curblineline of Coakley Street west for a distance of 60 feet. (Adopted 4/7/81)

OCEANSIDE

BROWER AVENUE (TH 424/68) North Side – NO STOPPING BUS STOP – from the west curblineline of Fortesque Avenue west for a distance of 60 feet. (Adopted 4/15/69)

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

CASE NO. 30131

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION CALLING A PUBLIC HEARING ON A PROPOSED LOCAL LAW TO AMEND SECTION 197-13 OF THE CODE OF THE TOWN OF HEMPSTEAD TO INCLUDE "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS" AT VARIOUS LOCATIONS.

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

WHEREAS, it appears to be in the public interest to consider the enactment of a local law amending Section 197-13 of the Code of the Town of Hempstead entitled "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS" at various locations; and

WHEREAS, has introduced a proposed local law known as Intro. No. 41-2019, Print No. 1 to amend the said Section 197-13 of the Code of the Town of Hempstead to include "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS" at various locations; NOW, THEREFORE, BE IT

RESOLVED, that a public hearing be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York on July 2, 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. 41-2019, Print No. 1, to amend Section 197-13 of the Code of the Town of Hempstead to include "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS" at various locations; and, BE IT FURTHER

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 61
Case # 30131

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 July, 2019, at 10:30 o'clock in the forenoon of that day to consider the enactment of a local law to amend Section 197-13 of the code of the Town of Hempstead to INCLUDE "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS" at the following locations:

UNIONDALE WARWICK STREET (TH 192/19) South Side - NO
PARKING 8 AM TO 3 PM SCHOOL DAYS -
starting at a point 160 feet west of the
west curbline of Pamlico Avenue then west
for a distance of 38 feet.

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

Dated: June 11, 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 thirteen of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine, to include "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS" at various locations.

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

Section 1. Section one hundred ninety seven dash thirteen of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine, said Section last amended by local law number twenty two of two thousand nineteen is hereby amended by including therein "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS" at the following locations:

UNIONDALE

WARWICK STREET (TH 192/19) South Side – NO PARKING 8 AM TO 3 PM SCHOOL DAYS – starting at a point 160 feet west of the west curblin of Pamlico Avenue then west for a distance of 38 feet.

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

CASE NO. 30132

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. 42-2019, 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 July 2, 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. 42-2019, 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 # 62
Case # 30132

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 July, 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:

HEWLETT WAVERLY STREET (TH 175/19) NO U-TURN - all motorists shall be prohibited from making U turns on Waverly Street from Mill Road to Hewlett Parkway in Hewlett.

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

Dated: June 11, 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 twenty eight of two thousand nineteen is hereby amended by including therein "U-TURNS PROHIBITED" at the following locations:

HEWLETT

WAVERLY STREET (TH 175/19) NO U-TURN – all motorists shall be prohibited from making U turns on Waverly Street from Mill Road to Hewlett Parkway in Hewlett.

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

Adopted:

Council offered the following resolution and moved its adoption:

RESOLUTION CALLING A PUBLIC HEARING ON A LOCAL LAW TO AMEND SECTION ONE HUNDRED NINETY TWO DASH ONE OF THE CODE OF THE TOWN OF HEMPSTEAD, BY THE ADDITION OF A LOCATION INTO SUBDIVISION "H" THEREOF, IN RELATION TO GROSS WEIGHT RESTRICTIONS UPON COMMERCIAL VEHICLES USING CERTAIN TOWN HIGHWAYS IN FRANKLIN SQUARE.

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, as amended; and

WHEREAS, it appears to be in the public interest to consider the enactment of a local law to amend Section 192-1 of the Code of the Town of Hempstead by the addition of a location into subdivision "H", in relation to gross weight restrictions upon commercial vehicles using certain town highways in Franklin Square; and

WHEREAS, has introduced a local law known as Intro. No. 43-2019, Print No. 1, 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 2nd day of July, 2019, at 10:30 o'clock in the forenoon of that day at which time all interested persons shall be heard on the enactment of a local law known as Intro. No. 43-2019, Print No. 1, to amend Section 192-1 of the Code of the Town of Hempstead by the addition of a location into subdivision "H" in relation to gross weight restrictions upon commercial vehicles using certain town highways in Franklin Square; 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 them for that purpose in the Town Hall once, pursuant to Section 4-1 of Chapter 4 of the Code of the Town of Hempstead entitled, "Local Laws: Adoption" prior to the date of said hearing.

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

AYES:

NOES:

Item# 63
Case # 19829

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that pursuant to Article 9 of the New York State Constitution, the provisions of the Town Law and the Municipal Home Rule Law of the State of New York, as amended, a public hearing will be held in the Town Hall Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, on the 2nd day of July, 2019, at 10:30 o'clock in the forenoon of that day to consider the enactment of a local law to amend Section 192-1 of the Code of the Town of Hempstead by the insertion of a location into subdivision "H" thereof, in relation to gross weight restrictions upon commercial vehicles using certain town highways, as follows:

"H" - FRANKLIN SQUARE

FERNGATE DRIVE - between Franklin
and Lorraine Drive.
(TH-177/19)

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

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

Dated: June 11, 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 two dash one of the code of the town of Hempstead by the addition of a location into subdivision "H" in relation to gross weight restrictions upon commercial vehicles using certain town highways in Franklin Square.

Introduced by:

Be it enacted by the town board of the town of Hempstead as follows:

Section 1. Section one hundred ninety-two dash one of the code of the town of Hempstead as constituted by local law number one of nineteen hundred sixty-nine, shall be amended by the addition of a location into subdivision "H" thereof, in relation to gross weight restrictions upon commercial vehicles using certain town highways, as follows:

"H" - FRANKLIN SQUARE

FERNGATE DRIVE - between Franklin Avenue and Lorraine Drive.
(TH-177/19)

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

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 2nd day of July, 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:

EAST MEADOW

CHESTER DRIVE - north side, starting at a point 406 feet west of the west curbline of Devon Street, west for a distance of 20 feet.
(TH-180/19)

ELMONT

MEACHAM AVENUE - east side, starting at a point 60 feet south of the south curbline of "B", south for a distance of 20 feet.
(TH-161/19)

HERBERT AVENUE - west side, starting at a point 222 feet south of the south curbline of Chelsea Street, south for a distance of 22 feet.
(TH-201/19)

FRANKLIN SQUARE

RINTIN STREET - west side, starting at a point 116 feet south of the south curbline of Fenworth Boulevard, south for a distance of 20 feet.
(TH-203/19)

INWOOD

CLINTON AVENUE - west side, starting at a point 278 feet south of the south curbline of Mott Avenue, south for a distance of 20 feet.
(TH-194/19)

OCEANSIDE

KNIGHT STREET - east side, starting at a point 72 feet north of the north curbline of Waukena Avenue, north for a distance of 22 feet.
(TH-200/19)

WANTAGH

ODELL STREET - east side, starting at a point 28 feet south of the south curbline of Anderson Street, south for a distance of 20 feet.
(TH-173/19)

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

EAST MEADOW

EAST MEADOW AVENUE - west side, starting at a point 19 feet north of a point opposite the north curbline of Park Avenue, north for a distance of 39 feet.
(TH-281/83 - 9/27/83) (TH-213/19)

FRANKLIN SQUARE

FIRST AVENUE - north side, starting at a point 285 feet west of the west curbline of Oaks Place, west for a distance of 15 feet.
(TH-767/03 - 2/24/04) (TH-181/19)

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

Dated: June 11, 2019
Hempstead, New York

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD.

LAURA A. GILLEN
Supervisor

SYLVIA A. CABANA
Town Clerk

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION CALLING A PUBLIC HEARING ON A LOCAL LAW TO AMEND CHAPTER 38 OF THE CODE OF THE TOWN OF HEMPSTEAD ENTITLED "CODE OF ETHICS" IN ORDER TO STRENGTHEN PROVISIONS RELATED TO NEPOTISM.

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

WHEREAS, it is in the public interest to consider the enactment of a local law to amend Chapter 38 of the Code of the Town of Hempstead entitled "Code of Ethics" in order to strengthen the nepotism provisions by: (i) prohibiting a Town employee from influencing the supervision of a relative; and (ii) prohibiting a relative of an elected Town official, commissioner, deputy commissioner, and director and deputy director ("Superior Officer or Employee") from being assigned to the same office or department as the Superior Officer, except under certain limited circumstances; and

WHEREAS, _____ has introduced the proposed local law known as Intro. No. -2019 Print No. 1, as aforesaid; and

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 2nd day of July, 2019 at 10:30 o'clock in the forenoon of that day at which time all interested persons shall be heard on the enactment of a local law known as Intro. No. -2019, Print No. 1, to amend Chapter 38 of the Code of the Town of Hempstead entitled "Code of Ethics" in order to strengthen the nepotism provisions by: (i) prohibiting a Town employee from influencing the supervision of a relative; and (ii) prohibiting a relative of an elected Town official, commissioner, deputy commissioner, and director and deputy director ("Superior Officer or Employee") from being assigned to the same office or department as the Superior Officer, except under certain limited circumstances; 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:

Item #

64

Case #

29745

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 Law of the State of New York, as amended, a public hearing will be held in the Nathan L. H. Bennett Pavilion, Hempstead Town Hall, Town Hall Plaza, 1 Washington Street, Village and Town of Hempstead, New York, on Tuesday, the 2nd day of July, 2019, at 10:30 o'clock in the forenoon of that day, to consider the enactment of a local law to amend Chapter 38 of the Code of the Town of Hempstead entitled "Code of Ethics" in order to strengthen the nepotism provisions by: (i) prohibiting a Town employee from influencing the supervision of a relative; and (ii) prohibiting a relative of an elected Town official, commissioner, deputy commissioner, and director and deputy director ("Superior Officer or Employee") from being assigned to the same office or department as the Superior Officer, except under certain limited circumstances

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: Hempstead, New York
June 11, 2019

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

SYLVIA A. CABANA
Town Clerk

LAURA A. GILLEN
Supervisor

Town of Hempstead

**A LOCAL LAW AMENDING CHAPTER 38 OF THE
CODE OF THE TOWN OF HEMPSTEAD ENTITLED
"CODE OF ETHICS" IN ORDER TO STRENGTHEN
PROVISIONS RELATED TO NEPOTISM.**

Introduced by:

BE IT ENACTED by the Town Board of the Town of Hempstead as follows:

Section 1. Legislative Intent.

It is the purpose and intent of the Town Board to amend Chapter 38 of the Code of the Town of Hempstead entitled "Code of Ethics" in order to strengthen the nepotism provisions by: (i) prohibiting a Town employee from influencing the supervision of a relative; and (ii) prohibiting a relative of an elected Town official, commissioner, deputy commissioner, and director and deputy director ("Superior Officer or Employee") from being assigned to the same office or department as the Superior Officer, except under certain limited circumstances.

Section 2.

Chapter 38 of the Town Code entitled "Code of Ethics" is hereby amended to read as follows:

§ 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, nor seek to influence, 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, nor seek to influence, the supervision, or the terms and conditions of employment, work assignments, work schedule, compensation or performance evaluation of a Relative, dependent or member of his or her household [~~in the performance of such person's official duties~~].

(c) No Town officer or employee who is a Relative, dependent or a member of the household (the "Subordinate Officer or Employee") of an elected Town official, commissioner, deputy commissioner, director or deputy director (the "Superior Officer or Employee"), shall be assigned to the same office, department or division as the Superior Officer or Employee, except: (i) as required by Civil Service Law and the rules promulgated thereunder, (ii) pursuant to the applicable terms of a collective bargaining agreement, if any, or (iii) pursuant to a waiver granted by the Board of Ethics upon a finding that the facts and circumstances would permit the Superior Officer or Employee to effectively recuse himself or herself from the discussions, deliberations or decisions affecting the terms of employment of the Subordinate Officer or Employee, and that the assignment of the Subordinate Officer or Employee to the same office, department or division as the Superior Officer or Employee would not be likely to undermine public confidence in Town government.

Section 3.

This section shall take effect immediately upon filing with the Secretary of State.

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION CALLING A PUBLIC HEARING ON A LOCAL LAW TO AMEND CHAPTER 38 OF THE CODE OF THE TOWN OF HEMPSTEAD ENTITLED "CODE OF ETHICS" IN ORDER TO EXPAND THE DEFINITION OF "RELATIVE" TO INCLUDE FAMILY MEMBERS OF A TOWN EMPLOYEE'S SPOUSE.

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

WHEREAS, it is in the public interest to consider the enactment of a local law to amend Chapter 38 of the Code of the Town of Hempstead entitled "Code of Ethics" in order to expand the definition of "relative" to include a child, stepchild, parent, stepparent, grandparent, grandchild, sibling or stepsibling, niece, nephew, aunt, uncle or first cousin of a spouse; and

WHEREAS, _____ has introduced the proposed local law known as Intro. No. -2019 Print No. 1, as aforesaid; and

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 2nd day of July, 2019 at 10:30 o'clock in the forenoon of that day at which time all interested persons shall be heard on the enactment of a local law known as Intro. No. -2019, Print No. 1, to amend Chapter 38 of the Code of the Town of Hempstead entitled "Code of Ethics" in order to expand the definition of "relative" to include a child, stepchild, parent, stepparent, grandparent, grandchild, sibling or stepsibling, niece, nephew, aunt, uncle or first cousin of a spouse; 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:

Item #

65

Case #

29745

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 Law of the State of New York, as amended, a public hearing will be held in the Nathan L. H. Bennett Pavilion, Hempstead Town Hall, Town Hall Plaza, 1 Washington Street, Village and Town of Hempstead, New York, on Tuesday, the 2nd day of July, 2019 at 10:30 o'clock in the forenoon of that day, to consider the enactment of a local law to amend Chapter 38 of the Code of the Town of Hempstead entitled "Code of Ethics" in order to expand the definition of "relative" to include a child, stepchild, parent, stepparent, grandparent, grandchild, sibling or stepsibling, niece, nephew, aunt, uncle or first cousin of a spouse.

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: Hempstead, New York
June 11, 2019

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

SYLVIA A. CABANA
Town Clerk

LAURA A. GILLEN
Supervisor

Town of Hempstead

**A LOCAL LAW AMENDING CHAPTER 38 OF THE
CODE OF THE TOWN OF HEMPSTEAD ENTITLED
"CODE OF ETHICS" IN ORDER TO EXPAND THE
DEFINITION OF "RELATIVE" TO INCLUDE FAMILY
MEMBERS OF A TOWN EMPLOYEE'S SPOUSE.**

Introduced by:

BE IT ENACTED by the Town Board of the Town of Hempstead as follows:

Section 1. Legislative Intent.

It is the purpose and intent of the Town Board to amend Chapter 38 of the Code of the Town of Hempstead entitled "Code of Ethics" in order to expand the definition of "relative" to include a child, stepchild, parent, stepparent, grandparent, grandchild, sibling or stepsibling, niece, nephew, aunt, uncle or first cousin of a spouse.

Section 2.

Chapter 38 of the Town Code entitled "Code of Ethics" is hereby amended to read as follows:

§ 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 **or any person so related to an employee's spouse.**

Section 3.

This section shall take effect immediately upon filing with the Secretary of State.

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION CALLING A PUBLIC HEARING ON A LOCAL LAW TO AMEND CHAPTER 64 OF THE CODE OF THE TOWN OF HEMPSTEAD ENTITLED "DEPARTMENT OF OCCUPATIONAL RESOURCES".

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

WHEREAS, it is in the public interest to consider the enactment of a local law to amend Chapter 64 of the Code of the Town of Hempstead entitled "Department of Occupational Resources" in order to ensure oversight of the department by establishing reporting requirements and requiring Town Board approval for expenditures; and

WHEREAS, _____ has introduced the proposed local law known as Intro. No. -2019 Print No. 1, as aforesaid; and

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 2nd day of July, 2019 at 10:30 o'clock in the forenoon of that day at which time all interested persons shall be heard on the enactment of a local law known as Intro. No. -2019, Print No. 1, to amend Chapter 64 of the Code of the Town of Hempstead entitled "Department of Occupational Resources" in order to ensure oversight of the department by requiring Town Board approval for expenditures and submission of an annual balanced budget; 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:

Item # 66
Case # 20342

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 Law of the State of New York, as amended, a public hearing will be held in the Nathan L. H. Bennett Pavilion, Hempstead Town Hall, Town Hall Plaza, 1 Washington Street, Village and Town of Hempstead, New York, on Tuesday, the 2nd day of July, 2019, at 10:30 o'clock in the forenoon of that day, to consider the enactment of a local law to amend Chapter 64 of the Code of the Town of Hempstead entitled "Department of Occupational Resources" in order to ensure oversight of the department by requiring Town Board approval for expenditures and submission of an annual balanced budget.

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: Hempstead, New York
June 11, 2019

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

SYLVIA A. CABANA
Town Clerk

LAURA A. GILLEN
Supervisor

Town of Hempstead

**A LOCAL LAW AMENDING CHAPTER 64 OF THE
CODE OF THE TOWN OF HEMPSTEAD ENTITLED
"DEPARTMENT OF OCCUPATIONAL RESOURCES."**

Introduced by:

BE IT ENACTED by the Town Board of the Town of Hempstead as follows:

Section 1. Legislative Intent.

It is the purpose and intent of the Town Board to amend Chapter 64 of the Code of the Town of Hempstead entitled "Department of Occupational Resources" in order to ensure oversight of the department by requiring Town Board approval for expenditures and submission of an annual balanced budget.

Section 2.

Chapter 64 of the Town Code entitled "Department of Occupational Resources" is hereby amended to read as follows:

Chapter 64
Department of Occupational Resources

Chapter 64
Department of Occupational Resources

[HISTORY: Comes from L.L. No. 53-1979, adopted 5-22-1979, effective 5-24-1979.]

§ 64-1 Department established.

There shall be established in the Town of Hempstead a Department of Occupational Resources, which shall provide training and temporary employment opportunities to the unemployed and shall develop and deliver other human services. The executive head of such Department shall be the Commissioner, who shall be appointed by the Town Board of the Town of Hempstead for a term fixed by law, at such salary as may from time to time be fixed by said Town Board. The Commissioner shall be appointed on the basis of his administrative experience and qualifications for the duties of such office. The Commissioner shall be vested with the authority, direction and control over the Department and may appoint Deputy Commissioners to serve during his pleasure who, individually and in the order named, shall have all of the rights, powers, duties, obligations and responsibilities of the Commissioner and the authority to act in his place and stead. The Commissioner shall have the power to appoint and remove all other subordinate officers and employees and assign them to their respective duties. The Commissioner shall be in the unclassified service of the civil service.

§ 64-2 Organization of Department; Divisions established.

A. There shall be within the Department of Occupational Resources the following Divisions:

- (1) Administrative.
- (2) Operations and Systems.
- (3) Planning.

- (4) Fiscal Management.
- (5) Career Development.
- (6) Youth Services.
- (7) Monitoring.

B. Each of the Divisions shall be supervised by an administrative officer who shall be a Deputy Commissioner of the Department, except that the administrative officer of the Administration Division shall be designated as Chief Deputy Commissioner of the Department. The Commissioner, with the approval of the Town Board, may establish, consolidate or abolish additional divisions. The positions of all Deputy Commissioners shall be in the exempt class of the civil service.

§ 64-3 Powers and duties of Divisions.

- A. Administration. The Chief Deputy Commissioner shall perform the following functions: maintenance of departmental personnel records; maintenance of departmental accounting records, including budget control and statistical analysis; supervision of all procurement and property management standards; administration of affirmative action and equal employment opportunity programs; review of employment and training activities and programs; direction of public information activities; and overall supervision, direction and coordination of all separate divisional activities.
- B. Operations and Systems. The Deputy Commissioner of the Operations and Systems Division shall be responsible for the rapid and effective implementation of departmental plans and goals affecting several thousand participants, such as supervision of recruitment; enrollment and certification; supervision of client services, counseling and grievances; maintenance of management information systems; retention of records; and the movement of all participants, on a continuing basis, into one or more than one training or employment activity in a multifaceted program.
- C. Planning. The Deputy Commissioner of the Planning Division shall be responsible for the development and planning of a comprehensive employment and training program designed to provide services to a substantial percentage of the unemployed and underemployed in the Town of Hempstead. He shall supervise the preparation and provide technical assistance and interpretation of regulations to other divisions, provide and supervise report requirements and monitor program conformance to plan.
- D. Fiscal Management. The Deputy Commissioner of the Fiscal Management Division shall be responsible for the depository of funds, the keeping of separate program and activity accounts, the auditing of claims, the preparation and audit of payrolls and the retention of financial records.
- E. Career Development. The Deputy Commissioner of the Career Development Division shall be responsible for the development and implementation of career opportunities for participants; the negotiation of client outstation contracts, providing transition services, such as job-seeking skills instruction, individualized job-search plans and labor market information; and special activities for transition and placement of clients into unsubsidized employment.
- F. Youth Services. The Deputy Commissioner of the Youth Services Division shall be responsible for the implementation of all youth employment and training programs, the recruitment of thousands of clients, the coordination of youth client services, counseling and grievances and the coordination of youth client records.
- G. Monitoring. The Deputy Commissioner of the Monitoring Division is directed by the Commissioner of the Department of Occupational Resources and shall be responsible for the review of all systems for controlling program administration. He verifies and reviews client records, examines participant worksites and work conditions, reviews contracts for noncompliance, reviews plans and procedures, verifies client

certifications, investigates general program management to prevent fraud and program abuse and reports directly to the Commissioner.

§ 64-4 Additional personnel.

The Commissioner, subject to the approval of the Town Board, may from time to time employ such additional persons, including special, technical, fiscal and legal consultants, as may be necessary or desirable in the discharge of the duties herein imposed upon the Department of Occupational Resources.

§ 64-5 Additional powers and duties of Commissioner.

[Added 3-25-1980 by L.L. No. 33-1980, effective 3-31-1980]

The Town of Hempstead has heretofore been awarded one or more grants of federal funds for the training and employment of the unemployed and for the delivery of other human services. The Department of Occupational Resources has been established for the sole purpose of implementing such human resources and similar federal and state programs. The Commissioner of the Department of Occupational Resources has heretofore been charged with the duty of administrating such programs in full compliance with all applicable federal and state statutes, rules and regulations. It ~~[now becomes]~~ **is** essential that the Town Board of the Town of Hempstead make provision for the **efficient operation of the Department of Occupational Resources** ~~[rapid receipt, disbursement and accounting of these federally derived funds received by the Department of Occupational Resources, the expeditious execution of a multitude of agreements and the speedy assignment, transfer or termination of federally funded employees from one or more programs]~~, **while ensuring adequate oversight of the department by the Town Board**, by hereby delegating and establishing the following authority, powers and duties:

- A. Expenditure of federal funds. The Commissioner shall be responsible for all agreements for the expenditure of federally derived funds for all authorized employment, training services and other costs, and these agreements shall be effective only where made and signed by the Commissioner or his designee, subject to and limited only by applicable federal funding rules and regulations.
- B. Personnel management. Notwithstanding other provisions of this Code, the Commissioner or his designee shall be responsible for all personnel activity in relation to federally funded employees, subject to applicable federal law, rules and regulations; and it shall be his or her additional authority and duty to:
 - (1) Assign, transfer or terminate federally funded employees from or to one or more programs, activities or services established as a result of federal funds.
 - (2) Maintain, perpetuate and establish a complete set of files for federally funded employees of the Town of Hempstead.
- C. Procurement. Notwithstanding the provisions of Chapter 62 of this Code, the Commissioner or his designee, **subject to the approval of the Town Board**, shall make and be responsible and have the authority for all purchases and contracts for supplies, materials and equipment of every kind and nature for the Department of Occupational Resources. The procurement procedures used shall comply with the systems and procedures found in 41 CFR 29-70.316.4 through 29-70.316-8 and other applicable federal laws, rules, regulations and the terms of the federal grants or agreements.
- D. **Budget.**

The Department of Occupational Resources shall prepare and submit to the Town Board and the Town Comptroller, a balanced annual budget.

§ 64-6 Town participation in federal and state programs.

[Added 6-5-2018 by L.L. No. 50-2018, effective 6-14-2018]

- A. The Town of Hempstead is authorized to appropriate and expend Town general funds in such sums as are or may be required to administer, conduct, or participate in any federal or state programs as administered by the Department of Occupational Resources; and the Town of Hempstead may, at its own cost and expense, perform any and all acts necessary to effectuate the purposes of any such federal or state programs.
- B. The terms "federally funded employees" and "federally funded employees of the Town of Hempstead" appearing in § 64-5, Additional powers and duties of Commissioner, shall include and also mean Department of Occupational Resources Town of Hempstead employees funded by Town general funds.

Section 3.

This Local Law shall take effect immediately upon filing with the Secretary of State.

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 PERSON.

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, 1 Washington Street, Hempstead, New York, on the 2nd day of July, 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:

EAST MEADOW

CHESTER DRIVE - north side, starting at a point 406 feet west of the west curbline of Devon Street, west for a distance of 20 feet. (TH-180/19)

ELMONT

MEACHAM AVENUE - east side, starting at a point 60 feet south of the south curbline of "B", south for a distance of 20 feet. (TH-161/19)

HERBERT AVENUE - west side, starting at a point 222 feet south of the south curbline of Chelsea Street, south for a distance of 22 feet. (TH-201/19)

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Case # 21527

FRANKLIN SQUARE

RINTIN STREET - west side, starting at a point 116 feet south of the south curblineline of Fenworth Boulevard, south for a distance of 20 feet.
(TH-203/19)

INWOOD

CLINTON AVENUE - west side, starting at a point 278 feet south of the south curblineline of Mott Avenue, south for a distance of 20 feet.
(TH-194/19)

OCEANSIDE

KNIGHT STREET - east side, starting at a point 72 feet north of the north curblineline of Waukena Avenue, north for a distance of 22 feet.
(TH-200/19)

WANTAGH

ODELL STREET - east side, starting at a point 28 feet south of the south curblineline of Anderson Street, south for a distance of 20 feet.
(TH-173/19)

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

EAST MEADOW

EAST MEADOW AVENUE - west side, starting at a point 19 feet north of a point opposite the north curblineline of Park Avenue, north for a distance of 39 feet.
(TH-281/83 - 9/27/83) (TH-213/19)

FRANKLIN SQUARE

FIRST AVENUE - north side, starting at a point 285 feet west of the west curblineline of Oaks Place, west for a distance of 15 feet.
(TH-767/03 - 2/24/04) (TH-181/19)

; and, BE IT FURTHER

RESOLVED, that the Town Clerk shall give notice of such hearing by the publication thereof 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 2nd day of July, 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:

EAST MEADOW

CHESTER DRIVE - north side, starting at a point 406 feet west of the west curbline of Devon Street, west for a distance of 20 feet.
(TH-180/19)

ELMONT

MEACHAM AVENUE - east side, starting at a point 60 feet south of the south curbline of "B", south for a distance of 20 feet.
(TH-161/19)

HERBERT AVENUE - west side, starting at a point 222 feet south of the south curbline of Chelsea Street, south for a distance of 22 feet.
(TH-201/19)

FRANKLIN SQUARE

RINTIN STREET - west side, starting at a point 116 feet south of the south curbline of Fenworth Boulevard, south for a distance of 20 feet.
(TH-203/19)

INWOOD

CLINTON AVENUE - west side, starting at a point 278 feet south of the south curbline of Mott Avenue, south for a distance of 20 feet.
(TH-194/19)

OCEANSIDE

KNIGHT STREET - east side, starting at a point 72 feet north of the north curbline of Waukena Avenue, north for a distance of 22 feet.
(TH-200/19)

WANTAGH

ODELL STREET - east side, starting at a point 28 feet south of the south curbline of Anderson Street, south for a distance of 20 feet.
(TH-173/19)

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

EAST MEADOW

EAST MEADOW AVENUE - west side, starting at a point 19 feet north of a point opposite the north curbline of Park Avenue, north for a distance of 39 feet.
(TH-281/83 - 9/27/83) (TH-213/19)

FRANKLIN SQUARE

FIRST AVENUE - north side, starting at a point 285 feet west of the west curbline of Oaks Place, west for a distance of 15 feet.
(TH-767/03 - 2/24/04) (TH-181/19)

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

Dated: June 11, 2019
Hempstead, New York

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

LAURA A. GILLEN
Supervisor

SYLVIA A. CABANA
Town Clerk

CASE NO.

RESOLUTION NO.

Adopted:

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

RESOLUTION CALLING A PUBLIC HEARING
ON THE PROPOSED RENEWAL OF A CONTRACT
WITH THE INWOOD FIRE DISTRICT FOR
FURNISHING FIRE PROTECTION SERVICES
WITHIN THE SILVER POINT FIRE
PROTECTION DISTRICT.

WHEREAS, the contract for furnishing fire protection within the Silver Point Fire Protection District expired on December 31, 2018, and the Inwood Fire District has offered to contract for a further period of three years commencing January 1, 2019 and expiring December 31, 2021, upon conditions for the annual sums of \$17,513.00 for the year 2019; \$17,776.00 for the year 2020; and \$18,132.00 for the year 2021; and

WHEREAS, this Town Board deems it to be in the public interest to renew said contract for a period of three years as aforesaid;

NOW, THEREFORE, BE IT

RESOLVED, that pursuant to the provisions of Section 184 of the Town Law of the State of New York, 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 July, 2019, at 10:30 o'clock in the forenoon of that day, for the purpose of considering the proposal of the Inwood Fire District to contract for a further period of three years commencing January 1, 2019 and expiring December 31, 2021, upon conditions for the annual sums of \$17,513.00 for the year 2019; \$17,776.00 for the year 2020; and \$18,132.00 for the year 2021; for furnishing fire protection services within the Silver Point Fire Protection District; and, BE IT FURTHER

RESOLVED, that the Town Clerk be and she hereby is directed to publish a notice of said public hearing, describing the proposed contract in a newspaper having general circulation within the Silver Point Fire Protection District, at least once, but not less than 10 days before the date of the public hearing.

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

AYES:

NOES:

Item #

68

Case #

8762-B

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that pursuant to Section 184 of the Town Law of the State of New York, a public hearing will be held by the Town Board of the Town of Hempstead, on the 2nd day of July 2019 at 10:30 o'clock in the forenoon of that day, in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Village and Town of Hempstead, New York, for the purpose of considering a proposed renewal contract made by the Inwood Fire District to contract for the furnishing of fire protection services within the Silver Point Fire Protection District, for a three year period commencing January 1, 2019 and expiring December 31, 2021, for the compensation of \$17,513.00 for the year 2019; \$17,776.00 for the year 2020; and \$18,132.00 for the year 2021.

SAID contract is on file in the Office of the Town Clerk, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, where the same may be inspected during office hours, 9:00 a.m. to 4:45 p.m.

ALL PERSONS interested in the subject matter will be given an opportunity to be heard in reference thereto at the time and place above specified.

Dated: Hempstead, New York
June 11, 2019

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

SYLVIA CABANA
Town Clerk

LAURA GILLEN
Supervisor

AGREEMENT, made this day of , 2019,
between the TOWN OF HEMPSTEAD, a municipal corporation having
its principal offices at Hempstead Town Hall, 1 Washington
Street, Hempstead, Nassau County, New York, on behalf of the
SILVER POINT FIRE PROTECTION DISTRICT, hereinafter called the
"Protection District," and the INWOOD FIRE DISTRICT, having
its principal office at 188 Doughty Boulevard, Inwood, Nassau
County, New York, hereinafter called the "Fire Department."

W I T N E S S E T H:

WHEREAS, pursuant to the provisions of the Town Law of
the State of New York, there has been duly established in the
Town of Hempstead (hereinafter sometimes referred to as the
"Town"), a Fire Protection District known as the Silver Point
Fire Protection District, embracing that territory in the Town
described in the resolution establishing said District,
adopted by the Town Board of the Town, and the resolutions, if
any, thereafter extending such District; and

WHEREAS, after a public hearing on due notice, the said
Town Board duly authorized an agreement with the Fire
Department for fire protection within the territory of the
Protection District, for a period of three (3) years upon the
terms and conditions herein set forth; and

WHEREAS, the consent of the Inwood Fire Department to
this contract has been obtained pursuant to Section 209-d of
the General Municipal Law of the State of New York, and said

contract has also been duly authorized by the Board of Fire Commissioners of the said Inwood Fire District.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Protection District does engage the Fire Department to furnish fire protection and to provide emergency, rescue, first aid, ambulance and emergency medical services and protection and response within the territory of the Protection District, and the Fire Department agrees to furnish such protection and response upon the following terms and conditions:

FIRST: The Fire Department agrees to furnish during the period of this agreement beginning on the 1st day of January, 2019, and ending on the 31st day of December, 2021, fire protection and emergency, rescue, first aid, ambulance and emergency medical services and response and protection against loss by fire to property located within the territory of the Protection District, and to protect the lives of the inhabitants and occupants of such District to the best of its ability and at all times during the term of this agreement to maintain fire-fighting equipment sufficient in quality and quantity to meet the approval of the ISO Commercial/Risk Services, Inc. or other appropriate fire rating agency or organization, and in such manner as will insure the current or better rating of property within the territory of the Protection District as located within a protected area.

SECOND: The Fire Department shall provide, under the terms of this contract, all fire protection services and additionally provide all emergency, rescue, first aid,

ambulance and emergency medical services protection and response services to the Fire Protection district.

THIRD: Concerning alarms for emergency, rescue, first aid, ambulance and emergency medical services protection and response, in addition to the Fire Department alarm notification, there shall be simultaneous alarm notification to adjacent Emergency Medical Services (EMS) provider.

FOURTH: The Inwood Fire District, and the Inwood Fire Department, as primary responder, shall have the right to verify, by any means, the certifications and expirations dates of any adjacent EMS provider under Article 30 of the New York State Health Law, who may respond into the Silver Point Fire Protection district, and, additionally, to verify, by any means, the certifications and expiration dates of any and all members of any adjacent EMS provider under Article 30 of the New York State Health Law, and any other protocols, standard operating procedures, regulations, or orders that may be promulgated by any State or local agency regarding the EMS service. Furthermore, any adjacent EMS provider that may provide services shall work in full compliance and cooperation with the Inwood Fire District and the Inwood Fire Department.

FIFTH: In consideration of furnishing aid and apparatus as aforesaid, the Protection District will pay to the Fire Department the sums of \$17,513.00 for the year 2019; \$17,776.00 for the year 2020; and \$18,132.00 for the year 2021; such sums to be levied and assessed upon the taxable property within the Protection District and collected with the other Town taxes by the Town.

SIXTH: (a) If the Fire Department is either a fire district or a private fire company, it hereby covenants that it will keep all moneys paid to it by the Protection District pursuant to this contract for the purposes authorized by law, and will not expend any portion thereof, except for the purchase and maintenance of fire-fighting equipment or apparatus or for the payment of premiums for insurance of firemen and liability insurance, the maintenance of the building, or buildings, used for the storage of such fire-fighting equipment or apparatus.

(b) If the Fire Department is a village or a fire district, it may pay to the volunteer fire department, or company, under its jurisdiction which renders the fire protection services to be furnished hereunder, a portion of the consideration paid hereunder in accordance with Subdivision 16 of Section 176 of the Town Law, and Section 209-d of the General Municipal Law.

SEVENTH: The Protection District hereby agrees to provide the benefits required to be provided by the Town, pursuant to the Volunteer Firemen's Benefit Law, during the term of this agreement, and the Fire District hereby agrees to provide all liability insurance other than for benefits payable by the Protection District, to the members of the Fire Department pursuant to the Volunteer Firemen's Benefit Law, required for the protection of its members, and to hold the Town and the Protection District harmless from any and all claims for injury or damage to persons and property arising out of its operation under this agreement, other than claims

for such benefits. The Fire District/Fire Department shall annually provide to the Town Clerk and the Town Attorney appropriate certificates of insurance, naming the Silver Point Fire Protection District and the Town of Hempstead as additional insured with liability insurance in the amount of no less than (\$1 million) one million dollars per person, (\$2 million) two million dollars per occurrence, and excess insurance in the amount of (\$5 million) five million dollars.

EIGHTH: The Fire Department agrees to comply in all respects with the provisions of Section 296 of the Executive Law and Section 176-b of the Town Law, both of which prohibit discrimination in membership of volunteer fire departments.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this agreement the day and year first above written.

TOWN OF HEMPSTEAD on behalf of
SILVER POINT FIRE PROTECTION
DISTRICT

BY _____
Supervisor

INWOOD FIRE DISTRICT

By  _____
Chairman,
Board of Fire Commissioners

CASE NO.

RESOLUTION NO.

Adopted:

Council offered the following resolution and moved its adoption:

RESOLUTION AND ORDER CALLING A PUBLIC HEARING ON THE INCREASE AND IMPROVEMENT OF THE FRANKLIN SQUARE PARK DISTRICT.

WHEREAS, the Commissioner of the Town of Hempstead Department of Parks and Recreation, as the Representative of the Franklin Square Park District, has proposed certain improvement projects for the Franklin Square Park District consisting of facility upgrades and has requested that the Town Board hold a public hearing regarding the increase and improvement of the District; and

WHEREAS, said Commissioner has submitted to the Town Board an estimate of cost relating to said improvement; and

WHEREAS, the Town Board has determined, pursuant to Provisions of the State Environmental Quality Review Act and Article 8 Part 617.5(c)(1) and 617.5(c)(5) the N.Y.C.R.R. that such increase and improvement is considered to be a "Type II Action" and does not have a significant effect on the environment and does not require an environmental impact statement or any other determination under the State Environmental Quality Review Act; and

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

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board adopt the following order:

Item #

69

Case #

16905

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

P R E S E N T:

Hon. Laura A. Gillen
Dorothy L. Goosby
Bruce A. Blakeman
Erin King Sweeney,
Anthony P. D'Esposito
Dennis Dunne, Sr.
Thomas E. Muscarella,

Council Members.

A B S E N T:

----- X

IN THE MATTER

- of -

**ORDER CALLING
PUBLIC HEARING**

THE INCREASE AND IMPROVEMENT OF
THE FRANKLIN SQUARE PARK DISTRICT
IN THE TOWN OF HEMPSTEAD, COUNTY
OF NASSAU, STATE OF NEW YORK

----- X

WHEREAS, the Commissioner of the Town of Hempstead
Department of Parks and Recreation, as the Representative of the
Franklin Square Park District, has proposed a certain
improvement project for Franklin Square Park District consisting
of facility upgrades, and has requested that the Town Board hold
a public hearing regarding such upgrades; and

WHEREAS, said Commissioner has submitted to the Town Board
an estimate of cost relating to said improvements; and

WHEREAS, the Town Board has determined, pursuant to
Provisions of the State Environmental Quality Review Act and
Article 8 Part 617.5(c)(1) and 617.5(c)(5) the N.Y.C.R.R. that
such increase and improvement is considered to be a "Type II
Action" and does not have a significant effect on the
environment and does not require an environmental impact
statement or any other determination under the State
Environmental Quality Review Act; and

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

NOW, THEREFORE, BE IT

ORDERED, that a public hearing be held by this Town Board at the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Village and Town of Hempstead, New York, on the 2nd day of July 2019, at 10:30 o'clock in the forenoon of the day, on the increase and improvement of Franklin Square Park District consisting of, among other items, upgrades for various park facilities at an estimated maximum cost of \$300,000.00 to be financed by the issuance of obligations of the Town of Hempstead.

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

Dated: Hempstead, New York
June 11, 2019

Laura A. Gillen, Supervisor

Dorothy L. Goosby

Bruce A. Blakeman

Erin King Sweeney

Anthony P. D'Esposito

Dennis Dunne, Sr.

Thomas E. Muscarella

Members of the Town Board
of the Town of Hempstead

and, BE IT FURTHER

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

The foregoing resolution was seconded by Council

and adopted upon roll call as follows:

AYES:

NOES:

CASE NO.

RESOLUTION NO.

Adopted:

Council offered the following resolution and moved its adoption:

RESOLUTION AND ORDER CALLING A PUBLIC HEARING ON THE INCREASE AND IMPROVEMENT OF THE TOWN OF HEMPSTEAD PARK DISTRICT.

WHEREAS, the Commissioner of the Town of Hempstead Department of Parks and Recreation, as the Representative of the Town of Hempstead Park District, has proposed certain improvement projects for the Town of Hempstead Park District consisting of facility upgrades and has requested that the Town Board hold a public hearing regarding the increase and improvement of the District; and

WHEREAS, said Commissioner has submitted to the Town Board an estimate of cost relating to said improvement; and

WHEREAS, the Town Board has determined, pursuant to Provisions of the State Environmental Quality Review Act and Article 8 Part 617.5(c)(1) and 617.5(c)(5) the N.Y.C.R.R. that such increase and improvement is considered to be a "Type II Action" and does not have a significant effect on the environment and does not require an environmental impact statement or any other determination under the State Environmental Quality Review Act; and

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

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board adopt the following order:

Item # 50

Case # 16905

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

P R E S E N T:

Hon. Laura A. Gillen
Dorothy L. Goosby
Bruce A. Blakeman
Erin King Sweeney,
Anthony P. D'Esposito
Dennis Dunne, Sr.
Thomas E. Muscarella,
Council Members.

A B S E N T:

----- X

IN THE MATTER

- of -

**ORDER CALLING
PUBLIC HEARING**

THE INCREASE AND IMPROVEMENT OF
THE TOWN OF HEMPSTEAD PARK
DISTRICT IN THE TOWN OF HEMPSTEAD,
COUNTY OF NASSAU, STATE OF NEW YORK

----- X

WHEREAS, the Commissioner of the Town of Hempstead
Department of Parks and Recreation, as the Representative of the
Town of Hempstead Park District, has proposed a certain
improvement project for Town of Hempstead Park District
consisting of facility upgrades, and has requested that the Town
Board hold a public hearing regarding such upgrades; and

WHEREAS, said Commissioner has submitted to the Town Board
an estimate of cost relating to said improvements; and

WHEREAS, the Town Board has determined, pursuant to
Provisions of the State Environmental Quality Review Act and
Article 8 Part 617.5(c)(1) and 617.5(c)(5) the N.Y.C.R.R. that
such increase and improvement is considered to be a "Type II
Action" and does not have a significant effect on the
environment and does not require an environmental impact
statement or any other determination under the State
Environmental Quality Review Act; and

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

NOW, THEREFORE, BE IT

ORDERED, that a public hearing be held by this Town Board at the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Village and Town of Hempstead, New York, on the 2nd day of July 2019, at 10:30 o'clock in the forenoon

of the day, on the increase and improvement of Town of Hempstead Park District consisting of, among other items, facility upgrades for various park facilities, at an estimated maximum cost of \$720,000.00 to be financed by the issuance of obligations of the Town of Hempstead.

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

Dated: Hempstead, New York
June 11 , 2019

Laura A. Gillen, Supervisor

Dorothy L. Goosby

Bruce A. Blakeman

Erin King Sweeney

Anthony P. D'Esposito

Dennis Dunne, Sr.

Thomas E. Muscarella

Members of the Town Board
of the Town of Hempstead

and, BE IT FURTHER

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

The foregoing resolution was seconded by Councilman

and adopted upon roll call as follows:

AYES:

NOES:

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved
its adoption:

RESOLUTION AND ORDER CALLING A PUBLIC
HEARING ON THE INCREASE AND IMPROVEMENT
OF THE TOWN OF HEMPSTEAD STREET LIGHTING
DISTRICT.

WHEREAS, the Town of Hempstead Department of General
Services, Street Lighting Division, as the Representative of the
Town of Hempstead Street Light District, has proposed the purchase
of a vehicle and equipment and infrastructure upgrades and has
requested that the Town Board hold a public hearing regarding the
increase and improvement of the Town of Hempstead Street Lighting
District; and

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

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board adopt the following order:

Item # 71
Case # 8143

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

NOW, THEREFORE, BE IT

ORDERED, that a public hearing be held by this Town Board on the 2nd day of July, 2019, at 10:30 o'clock in the forenoon of that day at the Town Meeting Pavilion, Hempstead Town Hall, Town Hall Plaza, 1 Washington Street, Town of Hempstead, Nassau County, New York, on the increase and improvement of the Town of Hempstead Street Lighting District, consisting of vehicle and equipment purchases and infrastructure upgrades. The estimated maximum cost of \$640,000.00, to be financed by the issuance of obligations of the Town.

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

Dated: Hempstead, New York
June 11, 2019

Laura A. Gillen, Supervisor

Dorothy Goosby

Bruce A. Blakeman

Erin King Sweeney

Anthony P. D'Esposito

Dennis Dunne, Sr.

Thomas E. Muscarella

Members of the Town Board
of the Town of Hempstead

and, BE IT FURTHER

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

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

AYES:

NOES:

CASE NO.

RESOLUTION NO.

Adopted:

Council offered the following resolution and moved its adoption:

RESOLUTION AND ORDER CALLING A PUBLIC HEARING ON THE INCREASE AND IMPROVEMENT OF THE WOODMERE/HEWLETT PARKING DISTRICT.

WHEREAS, the Commissioner of the Town of Hempstead Department of Engineering, as the Representative of the Town of Hempstead Woodmere/Hewlett Parking District, has proposed a certain Improvement Project for the Woodmere/Hewlett Parking District consisting of parking field reconstruction and has requested that the Town Board hold a public hearing regarding the increase and improvement of the District; and

WHEREAS, said Commissioner has submitted to the Town Board an estimate of cost relating to said improvement; and

WHEREAS, the Town Board has determined, pursuant to Provisions of the State Environmental Quality Review Act and Article 8 Part 617.5(c)(1) and 617.5(c)(5) the N.Y.C.R.R. that such increase and improvement is considered to be a "Type II Action" and does not have a significant effect on the environment and does not require an environmental impact statement or any other determination under the State Environmental Quality Review Act; and

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

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board adopt the following order:

Item # 72
Case # 17773

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

P R E S E N T:

Hon. Laura A. Gillen, Supervisor
Dorothy L. Goosby
Bruce A. Blakeman
Erin King Sweeney
Anthony P. D'Esposito
Dennis Dunne, Sr.
Thomas E. Muscarella,

Council Members.

A B S E N T:

----- X

IN THE MATTER

- of -

THE INCREASE AND IMPROVEMENT OF
THE WOODMERE/HEWLETT PARKING
DISTRICT IN THE TOWN OF HEMPSTEAD,
COUNTY OF NASSAU, STATE OF NEW YORK

**ORDER CALLING
PUBLIC HEARING**

----- X

WHEREAS, the Commissioner of the Town of Hempstead
Department of Engineering, as the Representative of the
Woodmere/Hewlett Parking District, has proposed a certain
improvement project for the Woodmere/Hewlett Parking
District consisting of parking field reconstruction, and has
requested that the Town Board hold a public hearing
regarding such upgrades; and

WHEREAS, said Commissioner has submitted to the Town
Board an estimate of cost relating to said improvements;
and

WHEREAS, the Town Board has determined, pursuant to
Provisions of the State Environmental Quality Review Act
and Article 8 Part 617.5(c)(1) and 617.5(c)(5) the
N.Y.C.R.R. that such increase and improvement is considered
to be a "Type II Action" and does not have a significant

effect on the environment and does not require an environmental impact statement or any other determination under the State Environmental Quality Review Act; and

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

NOW, THEREFORE, BE IT

ORDERED, that a public hearing be held by this Town Board at the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Village and Town of Hempstead, New York, on the 2nd day of July 2019, at 10:30 o'clock in the forenoon of the day, on the increase and improvement of the Woodmere/Hewlett Parking District consisting of parking field reconstruction, at an estimated maximum cost of \$100,000.00 to be financed by the issuance of obligations of the Town of Hempstead.

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

Dated: Hempstead, New York
June 11 , 2019

Laura A. Gillen, Supervisor

Dorothy L. Goosby

Bruce A. Blakeman

Erin King Sweeney

Anthony P. D'Esposito

Dennis Dunne, Sr.

Thomas E. Muscarella

Members of the Town Board
of the Town of Hempstead

and, BE IT FURTHER

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

The foregoing resolution was seconded by Council

and adopted upon roll call as follows:

AYES:

NOES:

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved
its adoption:

RESOLUTION AND ORDER CALLING A
PUBLIC HEARING ON THE INCREASE
AND IMPROVEMENT OF THE TOWN
OF HEMPSTEAD REFUSE DISPOSAL
DISTRICT.

WHEREAS, the Commissioner of Town of Hempstead Department of Sanitation, as the Representative of the Town of Hempstead Refuse Disposal District, has proposed building and facility improvements, and has requested that the Town Board hold a public hearing regarding the increase and improvement of the Town of Hempstead Refuse Disposal District; and

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

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board adopt the following order:

Item #

73

Case #

56109*
17083

ORDERED, that a public hearing be held by this Town Board on the 2nd day of July , 2019, at 10:30 o'clock in the forenoon of that day, at the Town Meeting Pavilion, Hempstead Town Hall, Town Hall Plaza, 1 Washington Street, Town of Hempstead, Nassau County, New York, on the increase and improvement of the Town of Hempstead Refuse Disposal District including but not limited to paving at Merrick and Oceanside transfer stations and tank remediation at an estimated cost of \$225,000.00, to be financed by the issuance of obligations of the Town.

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

Dated: Hempstead, New York
June 11 ,2019

Laura A. Gillen, Supervisor

Dorothy L. Goosby

Bruce A. Blakeman

Erin King Sweeney

Anthony P. D'Esposito

Dennis Dunne, Sr.

Thomas E. Muscarella

Members of the Town Board
of the Town of Hempstead

and, BE IT FURTHER

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

The foregoing resolution was seconded by

and adopted upon roll call as follows:

AYES:

NOES:

ORDERED, that a public hearing be held by this Town Board on the 6th day of August , 2019, at 10:30 o'clock in the forenoon at the Town Meeting Pavilion, Hempstead Town Hall, Town Hall Plaza, 1 Washington Street, Town of Hempstead, Nassau County, New York, on the increase and improvement of the East Meadow Water District consisting of an upgrade of facilities and equipment of the District including UCMR Compliance at an estimated maximum cost of \$1,450,000.00 to be financed by the issuance of obligations of the Town.

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

Dated: Hempstead, New York
June 11 , 2019

Laura A. Gillen, Supervisor

Dorothy L. Goosby

Bruce A. Blakeman

Erin King Sweeney

Anthony P. D'Esposito

Dennis Dunne, Sr.

Thomas E. Muscarella

Members of the Town Board
of the Town of Hempstead

and, BE IT FURTHER

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

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

AYES:

NOES:

ORDERED, that a public hearing be held by this Town Board on the 6th day of August , 2019, at 10:30 o'clock in the forenoon at the Town Meeting Pavilion, Hempstead Town Hall, Town Hall Plaza, 1 Washington Street, Town of Hempstead, Nassau County, New York, on the increase and improvement of the Levittown Water District consisting of an upgrade of facilities and equipment of the District including UMCR Compliance at an estimated maximum cost of \$800,000.00 to be financed by the issuance of obligations of the Town.

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

Dated: Hempstead, New York
June 11 , 2019

Laura A. Gillen, Supervisor

Dorothy L. Goosby

Bruce A. Blakeman

Erin King Sweeney

Anthony P. D'Esposito

Dennis Dunne, Sr.

Thomas E. Muscarella

Members of the Town Board
of the Town of Hempstead

and, BE IT FURTHER

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

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

AYES:

NOES:

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AND ORDER CALLING A PUBLIC HEARING ON THE INCREASE AND IMPROVEMENT OF THE ROOSEVELT FIELD WATER DISTRICT.

WHEREAS, the Commissioner of the Town of Hempstead Department Water as the Representative of the Roosevelt Field Water District has proposed certain improvements and has requested that the Town Board hold a public hearing regarding the upgrade of the facilities and equipment of the District; and

WHEREAS, said Commissioner has submitted to the Town Board an estimate of cost relating to said improvements; and

WHEREAS, the Town Board has determined, pursuant to Provisions of the State Environmental Quality Review Act and Article 8 Part 617.5(c)(1) and 617.5(c)(5) the N.Y.C.R.R. that such increase and improvement is considered to be a "Type II Action" and does not have a significant effect on the environment and does not require an environmental impact statement or any other determination under the State Environmental Quality Review Act; and

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

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board adopt the following order:

Item #

76

Case #

16783

ORDERED, that a public hearing be held by this Town Board on the 6th day of August, 2019, at 10:30 o'clock in the forenoon at the Town Meeting Pavilion, Hempstead Town Hall, Town Hall Plaza, 1 Washington Street, Town of Hempstead, Nassau County, New York, on the increase and improvement of the Roosevelt Field Water District consisting of an upgrade of facilities and equipment of the District including but not limited to a Well#5 Air Stripper at an estimated maximum cost of \$715,000.00 to be financed by the issuance of obligations of the Town.

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

Dated: Hempstead, New York
June 11, 2019

Laura A. Gillen, Supervisor

Dorothy L. Goosby

Bruce A. Blakeman

Erin King Sweeney

Anthony P. D'Esposito

Dennis Dunne, Sr.

Thomas A. Muscarella

Members of the Town Board
of the Town of Hempstead

and, BE IT FURTHER

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

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

AYES:

NOES:

ORDERED, that a public hearing be held by this Town Board on the 6th day of August, 2019, at 10:30 o'clock in the forenoon at the Town Meeting Pavilion, Hempstead Town Hall, Town Hall Plaza, 1 Washington Street, Town of Hempstead, Nassau County, New York, on the increase and improvement of the Uniondale Water District consisting of an upgrade of facilities and equipment of the District including but not limited to painting of elevated water tanks and UCMR Compliance at an estimated maximum cost of \$2,950,000.00 to be financed by the issuance of obligations of the Town.

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

Dated: Hempstead, New York
June 11, 2019

Laura A. Gillen, Supervisor

Dorothy L Goosby

Bruce A. Blakeman

Erin King Sweeney

Anthony P. D'Esposito

Dennis Dunne, Sr.

Thomas E. Muscarella

Members of the Town Board
of the Town of Hempstead

and, BE IT FURTHER

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

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

AYES:

NOES:

NOW, THEREFORE, BE IT

ORDERED, that a public hearing be held by this Town Board on the 6th day of August , 2019, at 10:30 o'clock in the forenoon at the Town Meeting Pavilion, Hempstead Town Hall, Town Hall Plaza, 1 Washington Street, Town of Hempstead, Nassau County, New York, on the increase and improvement of the West Hempstead-Hempstead Gardens Water District consisting of an upgrade of facilities including an improvement for the removal of contaminants at Wells 7-1 and 7-2 at the Districts 7th Street facility at an estimated maximum cost of \$6,540,000.00 to be financed by the issuance of obligations of the Town to be due and payable and shall be assessed, levied and collected from the several lots and parcels of land within the West Hempstead-Hempstead Garden Water District

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

Dated: Hempstead, New York
June 11 , 2019

Laura A. Gillen, Supervisor

Dorothy L. Goosby

Bruce A. Blakeman

Erin King Sweeney

Anthony P. D'Esposito

Dennis Dunne, Sr.

Thomas E. Muscarella

Members of the Town Board
of the Town of Hempstead

and, BE IT FURTHER

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

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

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF RALPH APRILE AS PARK SUPERVISOR III, IN THE DEPARTMENT OF PARKS AND RECREATION, FROM THE CIVIL SERVICE LIST.

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

WHEREAS, the Town of Hempstead Civil Service Commission has certified that Ralph Aprile has passed the examination for the position Park Supervisor III, Civil Service List No. 78-771, and is eligible for appointment thereto, NOW, THEREFORE, BE IT

RESOLVED, that Ralph Aprile, now serving as Park Supervisor III, Competitive, Provisional, in the Department of Parks and Recreation, be and hereby is appointed Park Supervisor III, Competitive, Permanent, with no change in salary, by the Commissioner of the Department of Parks and Recreation and ratified by the Town Board of the Town of Hempstead effective June 12, 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 CARLA ARIAS AS OFFICE SERVICES ASSISTANT, IN THE OFFICE OF THE TOWN CLERK, FROM THE CIVIL SERVICE LIST.

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

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

RESOLVED, that Carla Arias, now serving as Clerk Laborer, in the Office of the Town Clerk, be and hereby is appointed Office Services Assistant, Competitive, Permanent, Grade 12, Step 6 (G), \$60,061, from the civil service list, in the Office of the Town Clerk, by the Town Clerk and ratified by the Town Board of the Town of Hempstead effective June 12, 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 SAMANTHA FARE AS
MESSENGER, IN THE DEPARTMENT OF
PARKS AND RECREATION.

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

WHEREAS, Samantha Fare has resigned her position as Secretary to
Commissioner, in the Department of Highway, Budget Code 5010, NOW, BE IT

RESOLVED, that Samantha Fare be and hereby is appointed as
Messenger, Non Competitive, Ungraded, with no change in salary, in the Department of Parks and
Recreation, by the Commissioner of the Department of Parks and Recreation and ratified by the
Town Board of the Town of Hempstead effective June 11, 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 PETER GONZALEZ AS
EQUIPMENT OPERATOR III, IN THE
DEPARTMENT OF HIGHWAY, BUDGET CODE
5110.

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

RESOLVED, that Peter Gonzalez, now serving as Equipment Operator II, in the Department of Highway, Budget Code 5110, be and hereby is appointed Equipment Operator III, Non Competitive, Grade 14, Step 12 (M), Salary \$87,537, in the Department of Highway, Budget Code 5110, by the Commissioner of the Department of Highway and ratified by the Town Board of the Town of Hempstead effective June 12, 2019, and BE IT

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

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF DAVID GOTTLIEB AS
SANITATION INSPECTOR III, IN THE
DEPARTMENT OF SANITATION, FROM THE
CIVIL SERVICE LIST.

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

WHEREAS, the Town of Hempstead Civil Service Commission has certified that David Gottlieb has passed the examination for the position of Sanitation Inspector III, Civil Service List No. 77-554, and is eligible for appointment thereto, NOW, THEREFORE, BE IT

RESOLVED, that David Gottlieb, now serving as Sanitation Inspector II, Competitive, Permanent, in the Department of Sanitation, be and hereby is appointed Sanitation Inspector III, Competitive, Permanent, Grade 20, Step 10 (K), \$95,980, 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 June 12, 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 TREVOR GREENE AS
PUBLIC SAFETY OFFICER IV, IN THE
DEPARTMENT OF PUBLIC SAFETY, 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 Trevor Greene has passed the examination for the position of Public Safety Officer IV, Civil Service List No. 71-320, and is eligible for appointment thereto, NOW, THEREFORE, BE IT

RESOLVED, that Trevor Greene, now serving as Public Safety Officer III, Competitive, Permanent, in the Department of Public Safety, be and hereby is appointed Public Safety Officer IV, Competitive, Permanent, Grade 21, Step 11 (L), \$105,088, from the civil service list, by the Commissioner of the Department of Public Safety and ratified by the Town Board of the Town of Hempstead effective June 12, 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 DANIEL GUSTUS AS
DIESEL MECHANIC 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 Daniel Gustus, now serving as Automotive Mechanic I, in the Department of General Services, Buildings and Grounds Division, be and hereby is appointed Diesel Mechanic I, Non Competitive, Grade 16, Step 8 (I), \$78,512, 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 effective June 12, 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 June 12, 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 AS
CODE ENFORCEMENT OFFICER III, IN THE
DEPARTMENT OF BUILDINGS, 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 Douglas Knab has passed the examination for the position of Code Enforcement Officer III, Civil Service List No. 77-337, and is eligible for appointment thereto, NOW, THEREFORE, BE IT

RESOLVED, that Douglas Knab, now serving as Code Enforcement Officer II, Competitive, Permanent, in the Department of Buildings, be and hereby is appointed Code Enforcement Officer III, Competitive, Permanent, Grade 26, Step 9 (J), \$122,405, from the civil service list, by the Commissioner of the Department of Buildings and ratified by the Town Board of the Town of Hempstead effective June 12, 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 DANIEL LANG AS PARK SUPERVISOR III, IN THE DEPARTMENT OF PARKS AND RECREATION, FROM THE CIVIL SERVICE LIST.

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

WHEREAS, the Town of Hempstead Civil Service Commission has certified that Daniel Lang has passed the examination for the position of Park Supervisor III, Civil Service List No. 78-771, and is eligible for appointment thereto, NOW, THEREFORE, BE IT

RESOLVED, that Daniel Lang, now serving as Park Supervisor II, Competitive, Permanent, in the Department of Parks and Recreation, be and hereby is appointed Park Supervisor III, Competitive, Permanent, Grade 24, Step 11 (L), \$120,146, from the civil service list, by the Commissioner of the Department of Parks and Recreation and ratified by the Town Board of the Town of Hempstead effective June 12, 2019 and BE IT

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

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF THOMAS MARRANO AS
EQUIPMENT CREW CHIEF, IN THE
DEPARTMENT OF HIGHWAY, BUDGET CODE
5110.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that Thomas Marrano, now serving as Equipment Operator III, in the Department of Highway Budget Code 5110, be and hereby is appointed Equipment Crew Chief, Non Competitive, Ungraded, at an annual salary of \$93,380, in the Department of Highway, Budget Code 5110, by the Commissioner of the Department of Highway and ratified by the Town Board of the Town of Hempstead effective June 12, 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 ENRICO MAY AS
SECURITY AIDE IN THE DEPARTMENT OF
PUBLIC SAFETY.

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

RESOLVED, that Enrico May be and hereby is appointed
Security Aide, Non Competitive, Grade 8, Start Step (A), \$40,556, in the Department of Public
Safety, by the Commissioner of the Department of Public Safety and ratified by the Town Board of
the Town of Hempstead, subject to satisfactory completion of pre-employment criteria, effective
June 12, 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 JOSEPH UHLL AS LABOR
CREW CHIEF I, IN THE DEPARTMENT OF
HIGHWAY, BUDGET CODE 5110.

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

RESOLVED, that Joseph Uhl, now serving as Laborer I, in the
Department of Highway, Budget Code 5110, be and hereby is appointed Labor Crew Chief I, Non
Competitive, Grade 13, Step 7 (H), Salary \$64,952, in the Department of Highway, Budget Code 5110,
by the Commissioner of the Department of Highway and ratified by the Town Board of the Town of
Hempstead effective June 12, 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: AMENDMENT OF RESOLUTION
NO. 574/4-2019, PATRICK FISHER, IN THE
DEPARTMENT OF HIGHWAY, BUDGET CODE
5110.

On motion made by

the following resolution was adopted upon roll call:

WHEREAS, Resolution No. 574/4-2019 states an incorrect original title,

NOW, THEREFORE, BE IT

RESOLVED, that the resolution should read “now serving as Highway
General Crew Chief”

AYES:

NOES:

6/11/2019

In addition there are (9) Nine Resolutions for various types of Leaves of Absence.