

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 4th day of February, 2020, at 7:00 o'clock in the evening of that day to consider the enactment of a local law to amend Chapter 202 of the code of the Town of Hempstead to INCLUDE and REPEAL "REGULATIONS AND RESTRICTIONS" to limit parking at the following locations:

BALDWIN
Section 202-5

PROSPECT STREET (TH 485/19) South Side
- TWO HOUR PARKING 8:30 AM TO 4:30 PM
EXCEPT SATURDAYS, SUNDAYS AND HOLIDAYS
- starting at a point 20 feet west of
the west curblineline of Harrison Avenue
west for a distance of 479 feet.

BELLMORE
Section 202-15

OCEAN AVENUE (TH 614/19) East Side - NO
STOPPING ANYTIME 8 AM TO 2 PM EXCEPT
SATURDAYS, SUNDAYS AND HOLIDAYS -
starting at a point 47 feet north of
the north curblineline of Wood Avenue north
for a distance of 60 feet.

MERRICK
Section 202-11

KIRKWOOD AVENUE (TH 601/19) North Side
- TWO HOUR PARKING 7 AM TO 7 PM EXCEPT
SATURDAYS, SUNDAYS AND HOLIDAYS -
starting at a point 18 feet east of the
east curblineline of Hewlett Avenue east
for a distance of 152 feet.

WASHINGTON STREET (TH 612/19) East Side
- TWO HOUR PARKING 7 AM TO 4 PM MONDAY
THROUGH FRIDAY - starting at a point
40 feet south of the south curblineline of
Stuyvesant Avenue south for a distance
of 73 feet.

OCEANSIDE
Section 202-13

MERRIFIELD AVENUE (TH 607/19) South
Side - NO PARKING 8 AM TO 10 AM EXCEPT
SATURDAYS, SUNDAYS AND HOLIDAYS -
starting at the west curblineline of
Messick Avenue west for a distance of
110 feet.

MERRIFIELD AVENUE (TH 607/19) South
Side - NO PARKING 8 AM TO 10 AM EXCEPT
SATURDAYS, SUNDAYS AND HOLIDAYS -
starting at a point 170 feet west of
the west curblineline of Messick Avenue
west for a distance of 155 feet.

Case #30231

UNIONDALE
Section 202-12

LEONARD AVENUE (TH 578/19) West Side -
15 MINUTE PARKING 7 AM TO 6 PM EXCEPT
SATURDAYS, SUNDAYS AND HOLIDAYS -
starting at a point 35 feet south of
the south curbline of Jerusalem Avenue
south for a distance of 75 feet.

(NR) VALLEY STREAM
Section 202-18

BIRCHWOOD DRIVE NORTH (TH 595/19) North
Side - NO PARKING SATURDAYS, SUNDAYS
AND HOLIDAYS - from the east curbline
of Birchwood Drive west east for a
distance of 400 feet.

BIRCHWOOD DRIVE NORTH (TH 595/19) North
Side - NO PARKING SATURDAYS, SUNDAYS
AND HOLIDAYS - starting at a point of
495 feet east of the east curbline of
Birchwood Drive west east for a
distance of 495 feet.

BIRCHWOOD DRIVE WEST (TH 597/19) East
Side - NO PARKING SATURDAYS, SUNDAYS
AND HOLIDAYS - starting at the south
curbline of Birchwood Drive North south
for a distance of 125 feet.

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

BALDWIN
Section 202-5

PROSPECT STREET (TH 530/75) South Side
- TWO HOUR PARKING BETWEEN 8:30 AM AND
4:30 PM EXCEPT SATURDAYS, SUNDAYS AND
HOLIDAYS - from a point 226 feet east
of the east curbline of Grand Avenue
east to the west curbline of Harrison
Avenue. (Adopted 4/13/76)

BELLMORE
Section 202-15

OCEAN AVENUE (TH 192/12) East Side - NO
STOPPING 8 AM TO 2 PM EXCEPT SATURDAYS,
SUNDAYS AND HOLIDAYS - starting at a
point 90 feet north of the north
curbline of Wood Avenue north for a
distance of 19 feet. (Adopted 11/27/12)

MERRICK
Section 202-11

KIRKWOOD AVENUE (TH 82/96) North Side -
TWO HOUR PARKING 7 AM TO 7 PM EXCEPT
SATURDAYS, SUNDAYS AND HOLIDAYS -
starting at the east curbline of
Hewlett Avenue east for a distance of
108 feet. (Adopted 8/27/96)

WASHINGTON STREET (TH 170/14) East Side
- TWO HOUR PARKING 7 AM TO 4 PM MONDAY
THRU FRIDAY - starting at a point
60 feet south of the south curbline of
Stuyvesant Avenue south for a distance
of 53 feet. (Adopted 6/10/14)

OCEANSIDE
Section 202-13

MERRIFIELD AVENUE (TH 672/08) South
Side - NO PARKING 8 AM TO 10 AM EXCEPT
SATURDAYS, SUNDAYS AND HOLIDAYS -
starting at the west curbline of
Messick Avenue west for a distance of
325 feet. (Adopted 3/3/09)

NORTH VALLEY STREAM
Section 202-18

BIRCHWOOD DRIVE NORTH (TH 554/73) North
Side - NO PARKING ON SATURDAYS, SUNDAYS
AND HOLIDAYS - from the east curbline
of Birchwood Drive West east to its
termination. (Adopted 8/27/74)

BIRCHWOOD DRIVE WEST (TH 458/74) East
Side - NO PARKING SATURDAYS, SUNDAYS
AND HOLIDAYS - from the north curbline
of Birchwood Drive South north to the
south curbline of Birchwood Drive
North. (Adopted 9/24/74)

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

Dated: January 21, 2020
Hempstead, New York

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

DONALD X. CLAVIN, JR.
Supervisor

KATE MURRAY
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 4th day of February, 2020, 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:

BALDWIN

PROSPECT STREET (TH 485/19) South Side
- NO STOPPING HERE TO CORNER - starting
at the west curbline of Harrison Avenue
west for a distance of 20 feet.

PROSPECT STREET (TH 485/19) South Side
- NO STOPPING HERE TO CORNER - starting
at the east curbline of Grand Avenue
east for a distance of 35 feet.

PROSPECT STREET (TH 485/19) South Side
- NO STOPPING ANYTIME - starting at a
point 35 feet east of the east curbline
of Grand Avenue east for a distance of
135 feet.

EAST MEADOW

GATES AVENUE (TH 564/19) West Side - NO
STOPPING HERE TO CORNER - starting at
the south curbline of Warren Street
south for a distance of 25 feet.

GATES AVENUE (TH 564/19) East Side - NO
STOPPING HERE TO CORNER - starting at
the south curbline of Warren Street
south for a distance of 30 feet.

GATES AVENUE (TH 564/19) West Side - NO
STOPPING HERE TO CORNER - starting at
the north curbline of Spring Street
north for a distance of 30 feet.

GATES AVENUE (TH 564/19) West Side - NO
STOPPING HERE TO CORNER - starting at
the south curbline of Spring Street
south for a distance of 30 feet.

SPRING STREET (TH 564/19) North Side -
NO STOPPING HERE TO CORNER - starting
at the west curblines of Gates Avenue
west for a distance of 30 feet.

SPRING STREET (TH 564/19) South Side -
NO STOPPING HERE TO CORNER - starting
at the west curblines of Gates Avenue
west for a distance of 30 feet.

WARREN STREET (TH 564/19) North Side -
NO STOPPING HERE TO CORNER - starting
at the west curblines of Gates Avenue
west for a distance of 25 feet.

WARREN STREET (TH 564/19) South Side -
NO STOPPING HERE TO CORNER - starting
at the west curblines of Gates Avenue
west for a distance of 30 feet.

FRANKLIN SQUARE

TULIP AVENUE (TH 228/18) North Side -
NO STOPPING HERE TO CORNER - starting
at the west curblines of Paschal Avenue
west for a distance of 25 feet.

TULIP AVENUE (TH 228/18) North Side -
NO STOPPING ANYTIME - starting at a
point 32 feet east of the east curblines
of Roosevelt Avenue east to a point
25 feet west of the west curblines of
Paschal Avenue.

TYLER STREET (TH 587/19) North Side -
NO STOPPING HERE TO CORNER - starting
at the west curblines of Jefferson
Street west for a distance of 44 feet.

TYLER STREET (TH 587/19) North Side -
NO PARKING ANYTIME - starting at a
point 44 feet west of the west curblines
of Jefferson Street east for a distance
of 79 feet.

MERRICK

KIRKWOOD AVENUE (TH 601/19) North Side
- NO STOPPING HERE TO CORNER - starting
at the east curblines of Hewlett Avenue
east for a distance of 18 feet.

UNIONDALE

LEONARD AVENUE (TH 578/19) West Side -
NO STOPPING HERE TO CORNER - starting
at the south curblines of Jerusalem
Avenue south for a distance of 35 feet.

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

BELLMORE

OCEAN AVENUE (TH 432/85) East Side - NO
PARKING ANYTIME - starting at a point
47 feet north of the north curblines of
Wood Avenue north for a distance of
41 feet. (Adopted 6/17/86)

(NR) GARDEN CITY ENDO BOULEVARD EXTENSION (TH 50/89)
North Side - NO PARKING ANYTIME -
starting at a point 289 feet east of
the east curbline of Endo Boulevard
east for a distance of 90 feet.
(Adopted 8/22/89)

ROOSEVELT PUTNAM AVENUE (TH 359/19) South Side -
NO PARKING ANYTIME - starting at a
point 182 feet east of the east
curbline of Babylon Turnpike east for a
distance of 50 feet. (Adopted 9/24/19)

UNIONDALE LEONARD AVENUE (TH 368/81) West Side -
NO STOPPING HERE TO CORNER - starting
at the south curbline of Jerusalem
Avenue south for a distance of 55 feet.
(Adopted 12/15/81)

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

Dated: January 21, 2020
Hempstead, New York

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

DONALD X. CLAVIN, JR.
Supervisor

KATE MURRAY
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 4th day of February, 2020, 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:

HEWLETT

HARVARD AVENUE (TH 568/19) STOP - all traffic approaching eastbound on Hewlett Avenue shall come to a full stop.

HARVARD AVENUE (TH 568/19) STOP - all traffic approaching westbound on Hewlett Avenue shall come to a full stop.

NORTH BELLMORE

HENRY STREET (TH 616/19) STOP - all traffic traveling southbound on Beck Place shall come to a full stop.

OCEANSIDE

ROCKAWAY AVENUE (TH 613/19) STOP - all traffic approaching westbound on Henry Street shall come to a full stop.

SEAFORD

MARILYN DRIVE (TH 605/19) STOP - all traffic traveling southbound on Marion Court shall come to a full stop.

WASHINGTON AVENUE (TH 589/19) STOP - all traffic traveling eastbound on Baylis Road shall come to a full stop.

WASHINGTON AVENUE (TH 589/19) STOP - all traffic traveling westbound on Arthur Street shall come to a full stop.

WASHINGTON AVENUE (TH 589/19) STOP - all traffic traveling eastbound on Marlow Court shall come to a full stop.

WANTAGH

HANNINGTON AVENUE (TH 579/19) STOP - all traffic traveling westbound on Roland Avenue shall come to a full stop.

Case # 30233

HANNINGTON AVENUE (TH 579/19) STOP -
all traffic traveling eastbound on
Post Avenue shall come to a full stop.

TULIP LANE (TH 627/19) STOP - all
traffic traveling eastbound on Harvest
Road shall come to a full stop.

WEST HEMPSTEAD

LEHMAN ROAD (TH 573/19) STOP - all
traffic traveling eastbound on Cedar
Road shall come to a full stop.

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

Dated: January 21, 2020
Hempstead, New York

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

DONALD X. CLAVIN, JR.
Supervisor

KATE MURRAY
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 4th day of February, 2020, at 7:00 o'clock in the evening of that day to consider the enactment of a local law to amend Section 197-17 of the code of the Town of Hempstead to INCLUDE "PROHIBITION OF RIGHT TURNS" at the following locations:

LEVITTOWN	GARDINERS AVENUE (TH 610/19) NO RIGHT TURN - all traffic traveling southbound on Gardiners Avenue shall be prohibited from executing right turns onto westbound North Jerusalem Road.
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ALL PERSONS INTERESTED shall have an opportunity to be heard on said proposal at the time and place aforesaid.

Dated: January 21, 2020
Hempstead, New York

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

DONALD X. CLAVIN, JR.
Supervisor

KATE MURRAY
Town Clerk

Case # 30234

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 4th day of February, 2020, 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:

ELMONT

PELHAM STREET - north side, starting at a point 43 feet west of the west curblineline of Roquette Avenue, west for distance of 20 feet.
(TH-583/19)

ATHERTON AVENUE - north side, starting at a point 91 feet west of the west curblineline of Rockmart Avenue, west for a distance of 20 feet.
(TH-606/19)

FRANKLIN SQUARE

FRAME STREET - west side, starting at a point 43 feet south of the south curblineline of Benris Avenue, south for a distance of 20 feet.
(TH-617/19)

INWOOD

BAYVIEW COURT - east side, starting at a point 53 feet north of the north curblineline of Bayview Avenue, north for a distance of 14 feet.
(TH-591/19)

OCEANSIDE

JORDAN STREET - south side, starting at a point 32 feet east of the east curblineline of Park Avenue, east for a distance of 20 feet.
(TH-593/19)

Case # 21527

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

BALDWIN

THOMAS AVENUE - north side, starting at a point 75 feet west of the west curbline of Milburn Avenue, west for a distance of 20 feet.
(TH-306/19 - 9/24/19) (TH306(B)/19)

FRANKLIN SQUARE

CARL AVENUE - east side, starting at a point 150 feet north of the north curbline of Hempstead Turnpike, north for a distance of 20 feet.
(TH-069/09 - 4/21/09) (TH-594/19)

MERRICK

LIPPOLD STREET - north side, starting at a point 196 feet east of the east curbline of Dobson Avenue, east for a distance of 20 feet.
(TH-256/17 - 10/03/17) (TH-592/19)

WASHINGTON STREET - east side, starting at a point 40 feet south of the south curbline of Stuyvesant Avenue, south for a distance of 20 feet.
(TH-170/14 - 6/24/14) (TH-612/19)

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

Dated: January 21, 2020
Hempstead, New York

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

DONALD X. CLAVIN, JR.
Supervisor

KATE MURRAY
Town Clerk

PUBLIC NOTICE

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

4TH ST, ADAMS ST, AMBROSE CT, AMPEL AVE, ANDREWS AVE, ARMY PL, AUSTIN AVE, BARBARA ST, BAYVIEW AVE, BONNIE DR, BRENTWOOD LN, BROOKWOLD AVE, CARNATION AVE, CLEARMEADOW DR, COLONY ST, COLUMBIA AVE, COLUMBUS AVE, COMMONWEALTH ST, COURT ST, CRESTVIEW AVE, DECATUR ST, DOLORES LN, EDWARD ST, EVE DR, FENWORTH BLVD, FLOWER LN, FREEPORT ST, GEORGIA ST, GOTHAM AVE, GRANT AVE, HAMILTON AVE, HAMPTON RD, HANCOCK ST, HARRISON ST, IRENE LN, IRVING PL, IVANHOE DR, JANET AVE, JEFFERSON ST, JULIA LN, LAKEVIEW RD, LANGDON BLVD, LINCOLN ST, LINKS DR W, MANHASSET ST, MAPLE AVE, MCDERMOTT RD, MCDONALD AVE, MEADOW RD, MERRICK AVE, MONACO AVE, MORTON AVE, N WOOD RD, NORTHERN BLVD, OAKFIELD AVE, OAKLEY AVE, ORIOLE AVE, OVERLOOK PL, PARK AVE, PARK LN, PENNSYLVANIA AVE, PHOEBE ST, PUTNAM AVE, ROCKWOOD AVE, ROSE LN, RUSSELL ST, SAINT LUKE PL, SCHERER BLVD, SHIRLEY LN, SILVER ST, SKILLMAN AVE, SOBO AVE, SPRUCE ST, SUNSHINE AVE, SURELE RD, WADLEIGH AVE, WILLARD ST, WILLIAM PL, WRIGHT ST

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

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

4TH ST, ADAMS ST, AMBROSE CT, AMPEL AVE, ANDREWS AVE, ARMY PL, AUSTIN AVE, BARBARA ST, BAYVIEW AVE, BONNIE DR, BRENTWOOD LN, BROOKWOLD AVE, CARNATION AVE, CLEARMEADOW DR, COLONY ST, COLUMBIA AVE, COLUMBUS AVE, COMMONWEALTH ST, COURT ST, CRESTVIEW AVE, DECATUR ST, DOLORES LN, EDWARD ST, EVE DR, FENWORTH BLVD, FLOWER LN, FREEPORT ST, GEORGIA ST, GOTHAM AVE, GRANT AVE, HAMILTON AVE, HAMPTON RD, HANCOCK ST, HARRISON ST, IRENE LN, IRVING PL, IVANHOE DR, JANET AVE, JEFFERSON ST, JULIA LN, LAKEVIEW RD, LANGDON BLVD, LINCOLN ST, LINKS DR W, MANHASSET ST, MAPLE AVE, MCDERMOTT RD, MCDONALD AVE, MEADOW RD, MERRICK AVE, MONACO AVE, MORTON AVE, N WOOD RD, NORTHERN BLVD, OAKFIELD AVE, OAKLEY AVE, ORIOLE AVE, OVERLOOK PL, PARK AVE, PARK LN, PENNSYLVANIA AVE, PHOEBE ST, PUTNAM AVE, ROCKWOOD AVE, ROSE LN, RUSSELL ST, SAINT LUKE PL, SCHERER BLVD, SHIRLEY LN, SILVER ST, SKILLMAN AVE, SOBO AVE, SPRUCE ST, SUNSHINE AVE, SURELE RD, WADLEIGH AVE, WILLARD ST, WILLIAM PL, WRIGHT ST

OF HEMPSTEAD, NASSAU COUNTY, NEW YORK, and

PLEASE TAKE FURTHER NOTICE that on February 4, 2020 The Town Board will meet at the Board Room of the Town Hall Pavilion, Hempstead, New York at 7 pm in the evening to hear and consider any objections which may be made to said assessment roll.

Dated: January 21, 2020
Hempstead, N.Y.

BY THE ORDER OF
THE TOWN BOARD OF
THE TOWN OF HEMPSTEAD

Donald X. Clavin, Jr.

Supervisor
Town of Hempstead

Case #

71779

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution

and moved its adoption:

RESOLUTION GRANTING PERMISSION TO THE GIRL SCOUTS OF NASSAU COUNTY, INC. TO USE TOWN OF HEMPSTEAD PARKING FIELD BA-13, BALDWIN, NEW YORK FOR THE PURPOSE OF HOLDING AN EVENT FOR DISTRIBUTION OF COOKIES ON FEBRUARY 1, 2020.

WHEREAS, the Girl Scouts of Nassau County, Inc. c/o Tricia Keskinen, [REDACTED], Baldwin, New York 11510 has requested to use Town of Hempstead Parking Field BA-13, Baldwin, New York for the purpose of holding an event for distribution of cookies on February 1, 2020; and

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

NOW, THEREFORE, BE IT

RESOLVED, that permission is hereby granted to the Girl Scouts of Nassau County, Inc., c/o Tricia Keskinen, [REDACTED], Baldwin, New York 11510 to use Town of Hempstead Parking Field BA-13, Baldwin, New York for the purpose of holding an event for distribution of cookies on February 1, 2020; and be it further

RESOLVED, that in conducting this activity, the Girl Scouts of Nassau County, Inc. shall comply with all the provisions of the Code of the Town of Hempstead.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

1

Case #

20915

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution

And moved its adoption:

RESOLUTION GRANTING PERMISSION TO THE BELLMORE LIONS CLUB, BELLMORE, NEW YORK TO USE TOWN OF HEMPSTEAD PARKING FIELD B-2, BELMORE, NEW YORK FOR THE PURPOSE OF HOLDING A CRAFT FAIR ON MARCH 29, APRIL 5, APRIL 19, MAY 17, JUNE 7, JUNE 14, JULY 12, JULY 26, AUGUST 9, AUGUST 23, SEPTEMBER 6, SEPTEMBER 13, OCTOBER 11, NOVEMBER 1, AND NOVEMBER 15, 2020.

WHEREAS, the Bellmore Lions Club, c/o Nina Lanci, Chairwoman, P.O. Box 1159, Bellmore, New York 11710 has requested to use Town of Hempstead Parking Field B-2, Bellmore, New York for the purpose of holding a Craft Fair on March 29, April 5, April 19, May 17, June 7, June 14, July 12, July 26, August 9, August 23, September 6, September 13, October 11, November 1, and November 15, 2020 (the "Fair"); and

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

NOW, THEREFORE, BE IT

RESOLVED, that permission is hereby granted to the Bellmore Lions Club, c/o Nina Lanci, Chairwoman, P.O. Box 1159, Bellmore, New York 11710 to use Town of Hempstead Parking Field B-2, Bellmore, New York for the purpose of holding the Fair on March 29, April 5, April 19, May 17, June 7, June 14, July 12, July 26, August 9, August 23, September 6, September 13, October 11, November 1, and November 15, 2020; and be it further

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

1

Case #

20915

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution

And moved its adoption:

RESOLUTION GRANTING PERMISSION TO CONGREGATION BETH OHR, BELLMORE, NEW YORK TO USE TOWN OF HEMPSTEAD PARKING FIELD B-2, BELMORE, NEW YORK FOR THE PURPOSE OF HOLDING A CRAFT FAIR ON APRIL 26, MAY 3, MAY 24, MAY 31, JUNE 28, JULY 5, JULY 19, AUGUST 2, AUGUST 16, AUGUST 30, OCTOBER 4, NOVEMBER 8, AND NOVEMBER 22, 2020.

WHEREAS, Congregation Beth Ohr, c/o Bruce Nelson, President, 2550 South Centre Avenue, Bellmore, New York 11710 has requested to use Town of Hempstead Parking Field B-2, Bellmore, New York for the purpose of holding a Craft Fair on April 26, May 3, May 24, May 31, June 28, July 5, July 19, August 2, August 16, August 30, October 4, November 8, and November 22, 2020 (the "Fair"); and

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

NOW, THEREFORE, BE IT

RESOLVED, that permission is hereby granted to Congregation Beth Ohr, c/o Bruce Nelson, President, 2550 South Centre Avenue, Bellmore, New York 11710 to use Town of Hempstead Parking Field B-2, Bellmore, New York for the purpose of holding the Fair on April 26, May 3, May 24, May 31, June 28, July 5, July 19, August 2, August 16, August 30, October 4, November 8, and November 22, 2020; and be it further

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 1

Case # 20915

RESOLUTION NO.

CASE NO.

Adopted:

Offered the following resolution

And moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING PERMISSION GRANTED TO DRIVEN 2 INSPIRE TO USE TOWN OF HEMPSTEAD PARKING FIELD L-2, LEVITTOWN, NEW YORK FOR THE PURPOSE OF HOLDING A RELIEF MISSION FOR PUERTO RICO ON FEBRUARY 2, 2020.

WHEREAS, Driven 2 Inspire, 3041 Hempstead Turnpike, Levittown, New York 11756 c/o Calvin Samlalsingh, had requested to use Town of Hempstead Parking Field L-2, Levittown, New York for the purpose of holding a Relief Mission for Puerto Rico on February 2, 2020; and

WHEREAS, this Town Board deemed it to be in the public interest to have granted said permission.

NOW, THEREFORE, BE IT

RESOLVED, that permission granted to Driven 2 Inspire, 3041 Hempstead Turnpike, Levittown, New York 11756 c/o Calvin Samlalsingh to use Town of Hempstead Parking Field L-2, Levittown, New York for the purpose of holding a Relief Mission for Puerto Rico on February 2, 2020, is hereby ratified and confirmed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

1

Case #

20915

CASE NO. 693

RESOLUTION NO.

RESOLUTION RE: ACCEPTING JUSTIN THOMAS LANGE &
DENNIS IUSMEN, ACTIVE MEMBERS IN THE FRIENDSHIP
ENGINE AND HOSE COMPANY INC., MERRICK, NEW YORK.

ADOPTED:

Offered the following resolution
and moved its adoption:

RESOLVED, that the action of FRIENDSHIP ENGINE AND
HOSE COMPANY INC., MERRICK, NEW YORK in accepting JUSTIN
THOMAS LANGE & DENNIS IUSMEN, into the company rolls as
members, be and the same hereby is ratified and approved.

The foregoing resolution was adopted upon roll call as
follows:

AYES:

NOES:

Item #

2

Case #

693

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE TOWN COMPTROLLER
TO DISPOSE OF CERTAIN RECORDS

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

Claims & Warrants – Fiscal Year 2013 and prior

NOW, THEREFORE, BE IT

RESOLVED, that the Town Comptroller hereby is authorized to dispose of certain records on Records Retention and Disposition Schedule MU-1, pursuant to Part 185, Title 8 of the Official Compilation of Codes, Rules and Regulations of the State of New York as follows: Claims & Warrants – Fiscal Year 2013 and prior; and

The foregoing was adopted upon roll call as follows:

AYES: ()

NOES: ()

* * * * *

Item #

3

Case #

4724

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE COMMISSIONER OF THE
DEPARTMENT OF WATER TO DISPOSE OF CERTAIN RECORDS
FROM THE DEPARTMENT OF WATER.

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

NOW, THEREFORE, BE IT

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

Cash transaction record;
Daily cash records;
Intermediary fiscal record of receipts and disbursements;
Billing records covering services provided by local government;
Claim for payment;
Summary record of outstanding or paid warrants or claims;
Daily, weekly, monthly, quarterly or other periodic fiscal reports;
Charts, graphs and similar records;
Employee's time cards, sheets or books;
Employee request for and/or authorization given to employee to use sick, vacation, personal or other leave or to work overtime;
Purchase order;
Purchase requisition;
Invoice;
List or abstract of purchase orders, claims or contracts;
Standing order file; and
Chargeback records.

and, BE IT FURTHER

RESOLVED, that the Commissioner of the Department of Water hereby is authorized to dispose of certain records from the Department of Water in accordance with the minimum legal retention periods set forth in Records Retention and Disposition Schedule MU-1 for said records.

The foregoing resolution was adopted upon roll call as follows.

AYES:

NOES:

Item #

4

Case #

4724

CASE NO.

RESOLUTION NO.

Adopted:

adoption: _____ offered the following resolution and moved its

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

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

404-0007-04040 – FRANKLIN SQUARE PARK DISTRICT

INCREASE:	3010	Capital Outlay Account	\$116,000.00
ADDITION:	3889	State Aid – Other Culture & Recreation Account	\$100,000.00
DECREASE:	404-5990	Appropriated Fund Balance	\$ 16,000.00

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

5

Case #

6305

CASE NO.

RESOLUTION NO.

Adopted

Councilperson _____ offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING THE AWARD OF A BID FOR
THE MAINTENANCE AND LIMITED REPAIR SERVICE OF UNDERGROUND
ELECTRIC STREET LIGHTING SERVICE CABLE CONNECTIONS AND CIRCUITS
FOR 2019 STREET LIGHTING REQUIRED INFRASTRUCTURE
REPAIRS AND MAINTENANCE
VARIOUS STREET LIGHTING LOCATIONS
TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK
PW#38-19**

WHEREAS, the Commissioner of the Department of General Services (the "Commissioner") advertised for receipt of bids for The Maintenance and Limited Repair Service of Underground Electric Street Lighting Service Cable Connections and Circuits for 2019 Street Lighting Required Infrastructure Repairs and Maintenance, Various Street Lighting Locations, Town of Hempstead, Nassau County, New York, PW#38-19 (the "Project"); and

WHEREAS, the following bids were received and opened in the Commissioner's Office on December 27, 2019:

Welsbach Electric Corp. of L.I.	\$ 38,850.00
Anker's Electric Service, Inc.	\$ 45,930.00
Palace Electrical Contractors, Inc.	\$ Disqualified

; and

WHEREAS, the Commissioner has recommended that the contract for the Project be awarded to Welsbach Electric Corp. of L.I., 300 Newtown Road, Plainview, New York 11803 (the "Contractor"), as the lowest responsible bidder at its bid price of \$ 38,850.00; and

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

WHEREAS, said contract will run from on or before a date to be specified in a written "Notice to Proceed" issued by the Town of Hempstead to midnight of 6 (Six) months (183 calendar days) of a calendar year as stipulated in the bid documents with the Department of General Services reserving the exclusive option to renew said contract for one additional six month (183 calendar days) period as per the terms of the contract; and

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board hereby awards a contract to Welsbach Electric Corp. of L.I., 300 Newtown Road, Plainview, New York 11803, the "Contractor" for the Project, as the lowest responsible bidder at its bid price of \$38,850.00; and be it further

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

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

RESOLVED, that the Comptroller be and hereby is authorized and directed to make payments in accordance with the contract executed from the Town of Hempstead Street Lighting Funding Account Number 171-003-0171-4630

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 6

Case # 8143

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE RENEWAL OF A
CONTRACT FOR CONSTRUCTION AND RECONSTRUCTION
OF SIDEWALK AND COMBINATION WALK AND CURB ON
VARIOUS STREETS IN THE UNINCORPORATED AREAS OF
THE TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK –
PART A (PW-27-16)

WHEREAS, the Town of Hempstead (the "Town") had contract PW-27-16 with Stasi Brothers Asphalt Corp. in the sum of \$233,325.00 (two hundred and thirty-three thousand three hundred and twenty-five dollars) for the construction and reconstruction of sidewalk and combination walk and curb on various streets in the unincorporated areas of the Town (the "Contract"); and

WHEREAS, work under the Contract commenced in March 2017 and has not been completed; and

WHEREAS, the Contract expires upon the depletion of funds; and

WHEREAS, the funds have now been depleted; and

WHEREAS, the Contract by its terms is renewable at the original contract price; and

WHEREAS, the Commissioner of Highways (the "Commissioner") has recommended that it is in the best interest of the public for the Town to exercise its right pursuant to the terms of the Contract, to renew the Contract at the original contract price of \$233,325.00; and

WHEREAS, consistent with the Commissioner's recommendation, this Board wishes to authorize the renewal of the Contract.

NOW THEREFORE, BE IT,

RESOLVED, that the renewal of the Contract is authorized; and be it further

RESOLVED, that the Town Board authorizes the Commissioner to execute, on behalf of the Town, a renewal of the Contract, and/or such other documents as may be required, with Stasi Brothers Asphalt Corp., 435 Maple Avenue, Westbury, New York, 11590 in the sum of \$233,325.00 for the construction and reconstruction of sidewalks and combination walk and curb on various streets in the unincorporated areas of the Town of Hempstead, Nassau County, New York; and be it further

RESOLVED, upon the execution of the renewal of the Contract by Stasi Brothers Asphalt Corp., the required performance bond and insurance, when approved by the Town Attorney as to form, be filed in the Office of the Town Clerk together with the Contract; and be it further

RESOLVED, that the Comptroller is authorized and directed to make payments to Stasi Brothers Asphalt Corp. under the renewed Contract from Highway Account Sidewalk Construction 9573-503-9573-5010 for an amount not to exceed \$233,325.00.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

7

Case #

21364

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution

and moved its adoption as follows:

RESOLUTION ACCEPTING A LICENSE AGREEMENT WITH AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS (ASCAP) TO COMPLY WITH THE COPYRIGHT LAWS COVERING ALL DEPARTMENTS IN THE TOWN OF HEMPSTEAD FOR PLAYING MUSIC TO THE PUBLIC FOR A PERIOD OF ONE YEAR, FROM JANUARY 1, 2020 THROUGH DECEMBER 31, 2020.

WHEREAS, American Society of Composers, Authors and Publishers (ASCAP), P.O. Box 331608-7515, Nashville, TN 37203, has submitted a License Agreement to comply with the Federal Copyright Laws and an accompanying invoice in the amount of Six Thousand Five Hundred and Thirteen Dollars (\$6,513.00) for the calendar year 2020; said License Agreement is on file in the Office of the Town Clerk in the Town of Hempstead; and

WHEREAS, the said License Agreement with ASCAP is found to be in the public interest and the rate of the aforesaid License Agreement for calendar year 2020 is deemed to be fair and responsible; and,

NOW, THEREFORE, BE IT

RESOLVED, that the proposed License Agreement with ASCAP covering all departments in the Town of Hempstead for calendar year 2020 be accepted; and BE IT FURTHER

RESOLVED, that the Town Comptroller be and is hereby authorized to make payment to ASCAP in the amount of Six Thousand Five Hundred and Thirteen Dollars (\$6,513.00) for the calendar year 2020 from the General Fund Undistributed Fees & Services Account #: 010-0012-90000-4151.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

8

Case #

27265

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

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

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

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

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

WHEREAS, Hach Company in a proposal dated November 25, 2019 has offered to provide a Field Service Partnership Agreement for the Department's Nitratax System and Spectrophotometer for a yearly charge of \$8,352.00 to cover the period January 23, 2020 through January 22, 2021; and

WHEREAS, Hach Company in their proposal for a Field Service Partnership Agreement will provide two scheduled maintenance visits and repair coverage for this Nitratax System and one scheduled preventative maintenance visit, necessary repairs, calibration, technical support and software upgrades for this Spectrophotometer covering the period January 23, 2020 through January 22, 2021; and

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

NOW, THEREFORE, BE IT

RESOLVED, that the Commissioner of the Town of Hempstead Department of Water hereby is authorized to accept the proposal submitted by Hach Company, 5600 Lindbergh Drive, Loveland, CO 80539, dated November 25, 2019, and to make payment of \$8,352.00 for a Field Service Partnership Agreement for the Department's Nitratax System and Spectrophotometer covering the period January 23, 2020 through January 22, 2021 from Department of Water Account 500-006-8310-4030, Maintenance of Equipment.

The foregoing resolution was adopted upon roll call as follows.

AYES:

NOES:

Item #

9

Case #

22356

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING ACCEPTANCE OF A SOFTWARE
SUPPORT AGREEMENT FROM HARRIS COMPUTER SYSTEMS FOR
THE DEPARTMENT OF WATER'S CUSTOMER INFORMATION
AND BILLING SYSTEM.

WHEREAS, the Town of Hempstead Department of Water is now using a customer information and billing system designed and implemented by Computer Software Incorporated; and

WHEREAS, Computer Software Incorporated has been taken over by Harris Computer Systems; and

WHEREAS, the Town of Hempstead currently processes water bills for over 37,000 accounts; and

WHEREAS, Harris Computer Systems in a proposal dated November 30, 2019 has offered to provide software support for the Department of Water's customer information and billing system with a total cost of \$19,453.40 covering the period February 1, 2020 through January 31, 2021; and

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

NOW, THEREFORE, BE IT

RESOLVED, that the Commissioner of the Town of Hempstead Department of Water hereby is authorized to accept the proposal submitted by Harris Computer Systems, 1 Antares Drive, Suite 400, Ottawa, Ontario, K2E 8C4, Canada, dated November 30, 2019, and to make payment of \$19,453.40 for software support of the Department of Water's customer information and billing system covering the period February 1, 2020 through January 31, 2021 from Department of Water Account 500-0006-83100-4151, Fees & Services.

The foregoing resolution was adopted upon roll call as follows.

AYES:

NOES:

Item #

10

Case #

22356

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE COMMISSIONER OF THE TOWN OF HEMPSTEAD DEPARTMENT OF WATER TO EXECUTE AN EXTENDED WARRANTY & SUPPORT AGREEMENT WITH KEYPER SYSTEMS FOR THE DEPARTMENT OF WATER'S KEYPER KEY CONTROL SYSTEM.

WHEREAS, the Town of Hempstead Department of Water is now using a Keyper Key Control System for Vehicle Asset Management designed and implemented by Keyper Systems; and

WHEREAS, Keyper Systems has offered to provide extended warranty & support as stated in their agreement for the Department's Keyper Key Control System for a yearly charge of \$899.00 to cover the period January 1, 2020 through December 31, 2020; and

WHEREAS, the Commissioner of the Department of Water deems such an agreement reasonable and in the public interest.

NOW, THEREFORE, BE IT

RESOLVED, that the Commissioner of the Town of Hempstead Department of Water hereby is authorized to execute an extended warranty & support agreement with Keyper Systems, 5679 Harrisburg Industrial Park Drive, Harrisburg, NC 28075 for the Department of Water's Keyper Key Control System and to make payment of \$899.00 covering the period January 1, 2020 through December 31, 2020 from Department of Water account 500-006-8310-4030, Maintenance of Equipment.

The foregoing resolution was adopted upon roll call as follows.

AYES:

NOES:

Item #

11

Case #

22356

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION AWARDDING CONTRACT #116-2019 FOR WATER QUALITY MONITORING ANALYSES FROM VARIOUS TOWN DISTRICT WELLS.

WHEREAS, the Director of Purchasing of the Town of Hempstead on behalf of the Department of Water duly advertised for bids for Water Monitoring Analyses from various Town district wells contract #116-2019 (Contract); and

WHEREAS, said Contract is to provide Water Quality Monitoring Analyses from various Town district wells for a three year period ending December 31, 2022; and

WHEREAS, the bids submitted pursuant to such advertisement were open and read in the office of the Director of Purchasing on November 27, 2019; and

WHEREAS, the following bids were received for the Contract and referred to the Commissioner of the Department of Water for examination and report:

Item	Total Comparative Bid Prices	
	Pace Analytical Services, LLC	Eurofins Eaton Analytical, LLC
A	\$ 5,720.00	\$ 5,720.00
B	\$ 398.00	\$ 618.00
C	\$ 150.00	\$ 150.00
D	\$ 12.00	\$ 30.00
E	\$ 61,050.00	\$ 84,150.00
F	\$ 3,150.00	\$ 1,260.00
G	\$ 390.00	\$ 295.00
H	\$ INCOMPLETE BID	\$ 967.00
I	\$ 17,778.00	\$ 18,975.00

;and

WHEREAS, upon review of the bid packets it was determined that Eurofins Eaton Analytical, LLC maintains laboratory facilities in South Bend IN and Monrovia, CA with their bid prices including shipping samples to these facilities while Pace Analytical Services maintains a laboratory facility in Melville NY; and

WHEREAS, upon review of the prices bid and the terms and logistics of the bidders facilities the Commissioner of the Department of Water recommends the awarding the bid items as follows; Items A, B, C, D, E and I be awarded to Pace Analytical Services LLC with an address of 575 Broad Hollow Road, Melville, NY 11747, and Items F, G and H be awarded to Eurofins Eaton Analytical, LLC with an address of 110 South Hill, South Bend IN, 46617; and

WHEREAS the Commissioner of the Department of Water has determined that Pace Analytical Services, LLC and Eurofins Eaton Analytical, LLC are each duly qualified to perform the services for which they are awarded and recommends the acceptance of said bid to the Town Board for a three year period ending December 31, 2022.

NOW, THEREFORE BE IT

RESOLVED, that contract #116-2019 for Water Quality Monitoring Analyses from various Town Water District wells is awarded as follows: Items A, B, C, D, E and I be awarded

Item # _____ 12

Case # 22356

to Pace Analytical Services LLC with an address of 575 Broad Hollow Road, Melville, New 11747, and Items F, G and H be awarded to Eurofins Eaton Analytical, LLC with an address of 110 South Hill, South Bend IN, 46617 for a three year period ending December 31, 2022; and BE IT FURTHER

RESOLVED that the Supervisor hereby is authorized and directed to make payments for such Water Quality Monitoring Analyses in accordance with Contract #119-2022 from the Department of Water Account 500-006-8310-4670, Laboratory Services.

The foregoing resolution was adopted upon roll call as follows.

AYES:

NOES:

Case No.
Adopted:

Resolution No.

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

RESOLUTION AUTHORIZING THE COMMISSIONER OF PARKS AND RECREATION TO EXECUTE AN EXTENSION AGREEMENT EXTENDING THE TERM OF A LICENSE AGREEMENT FOR ACCESS TO ELMONT ROAD PARK AND HENDRICKSON AVENUE PARK

WHEREAS, the Town owns two public parks known as Elmont Road Park and Hendrickson Avenue Park (the "Elmont Parks"), which are located in the unincorporated hamlet of Elmont, Town of Hempstead, New York, and operated by the Town, through its Department of Parks and Recreation, for the exclusive use of Town residents; and

WHEREAS, the Elmont Parks have been identified by New York Area Partners, LLC (the "Donor") as two local public parks that are in need of security, lighting and other physical improvements that would make the parks more attractive, functional and safe for local residents; and

WHEREAS, the Donor proposes to make a significant financial commitment of at least \$1.5 million to fund certain programmatic and physical improvements to the Elmont Parks, including the construction of a splash pad at Elmont Road Park, and has retained the services of landscape architects and other consultants (the "Donor's Consultants") for the purpose of evaluating the conditions of each park, and to make recommendations with respect to the nature and extent of the improvements to be funded by Donor; and

WHEREAS, in order to facilitate the Donor-funded improvements to the Elmont Parks, the Town and the Donor previously entered into a License Agreement under Town Board Resolution 569-2019, dated June 2019, which granted Donor and Donor's Consultants permission to enter and use the Elmont Parks to conduct certain investigative activities; and

WHEREAS, said License Agreement expressly provided that its terms expired upon the earlier of the completion of the Permitted Activities, as defined therein, or 180 days following the date of the License Agreement ("License Access Period"), unless extended by a subsequent agreement by the parties; and

WHEREAS, Donor has not yet completed the Permitted Activities and the License Access Period expired in December 2019; and

WHEREAS, in response to a request from the Donor, the Town is willing to extend the License Access Period for an additional 180 days to allow the Donor and Donor's Consultants to access the Elmont Parks in order to further evaluate site conditions and complete their design work.

NOW THEREFORE, BE IT

RESOLVED, the Commissioner of Parks and Recreation is hereby authorized to execute the attached Extension Agreement.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

13

Case #

16905

EXTENSION AGREEMENT

This **EXTENSION AGREEMENT** (this "Extension Agreement"), made the ___ day of February, 2020, by and between the **TOWN OF HEMPSTEAD** (the "Town"), a municipality duly organized and existing under the laws of the State of New York, with offices located at One Washington Street, Hempstead, New York 11550, and **NEW YORK ARENA PARTNERS, LLC** (the "Donor"), a Delaware limited liability company, having an office at c/o Farrell Fritz, P.C., 400 RXR Plaza, Uniondale, New York 11556.

RECITALS

WHEREAS, the Town and Donor previously entered into a License Agreement for Access to Elmont Road Park and Hendrickson Avenue Park, dated June 2019, which granted Donor and Donor's Consultants permission to enter and use Elmont Road Park and Hendrickson Avenue Park (collectively, the "Elmont Parks") to conduct investigative activities relating to Donor's intent to identify and fund certain programmatic and physical improvements to the Elmont Parks (the "License Agreement"); and

WHEREAS, said License Agreement expressly provided that its terms expired upon the earlier of the completion of the Permitted Activities, as defined therein, or 180 days following the date of the License Agreement ("License Access Period"), unless extended by a subsequent agreement by the parties; and

WHEREAS, Donor has not yet completed the Permitted Activities, but Donor's representatives recently met with Town officials to discuss the proposed improvements to the Elmont Parks and Donor's Consultants have determined that said improvements will require additional access to the Elmont Parks in order to further evaluate site conditions and complete their design work; and

WHEREAS, the Town and Donor wish to extend the License Access Period of the License Agreement for an additional 180 days commencing on the date of this Extension Agreement.

NOW THEREFORE, the Town and Donor hereto agree as follows:

1. The License Access Period of the License Agreement is hereby extended for an additional 180 days commencing on the date of this Extension Agreement.
2. Except as expressly modified by this Extension Agreement, all terms, conditions and provisions of the License Agreement shall remain unchanged and in full force and effect.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Extension Agreement as of the day and year first written above.

TOWN OF HEMPSTEAD

NEW YORK ARENA PARTNERS, LLC

By: _____, Commissioner
Department of Parks and Recreation

By: _____
[Title]

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING A CONTRACT BETWEEN THE TOWN OF HEMPSTEAD AND ACCREDITED LEAD INSPECTION, INC. d/b/a ACCREDITED ENVIRONMENTAL SOLUTIONS TO PROVIDE PROFESSIONAL SERVICES IN CONNECTION WITH THE COMMUNITY DEVELOPMENT PROGRAMS OF THE TOWN OF HEMPSTEAD.

WHEREAS, the Town of Hempstead is operating a Community Development Program in cooperation with the Nassau County Urban County Consortium, which Community Development Program is receiving financial assistance from the U.S. Department of Housing and Urban Development under the provisions of the Housing and Community Development Act of 1974, as amended; and

WHEREAS, the Department of Planning and Economic Development requires the services of environmental engineers to provide professional services and other necessary data with respect to the Community Development Programs of the Town of Hempstead; and

WHEREAS, to satisfy this need, the Commissioner of the Department of Planning and Economic Development published Requests for Proposals, framed in accordance with the requirements of the United States Department of Housing and Urban Development, in a widely read newspaper; and

WHEREAS, the R.F.P process resulted in five (5) responses, being submitted to the Department of Planning and Economic Development; and

WHEREAS, the Commissioner of the Department of Planning and Economic Development has advised this Town Board that the R.F.P. response was acceptable and that ACCREDITED LEAD INSPECTION, INC. d/b/a ACCREDITED ENVIRONMENTAL SOLUTIONS with offices at 156 Shore Road, Port Washington, New York 11050 is qualified to provide environmental engineering services and other necessary data in connection with authorized Community Development Projects on the required timely basis and recommends the retention of the firm; and

WHEREAS, the Town Board of the Town of Hempstead deems it to be in the public interest to retain the firm for the stated purpose.

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board authorizes the Commissioner of the Department of Planning and Economic Development to execute a contract for professional services by and between the Town of Hempstead and ACCREDITED LEAD INSPECTION, INC. d/b/a ACCREDITED ENVIRONMENTAL SOLUTIONS, for a term beginning January 1, 2020 and ending December 31, 2020 in an amount not to exceed the sum of FIFTEEN THOUSAND (\$15,000.00) DOLLARS, subject to an option in favor of the Town to extend the term of the contract by up to one year and subject to an option in favor of the Town to increase the base cap by an additional FIFTEEN THOUSAND and 00/100 (\$15,000.00), in the sole discretion of the Town Board, the exercise of which shall be done by Town Board Resolution duly adopted at a regularly schedule public meeting of the Town Board, pursuant to the terms and conditions of said contract for professional services.

BE IT FURTHER RESOLVED, that the Town Board authorizes and directs the Comptroller to pay costs in accordance with this contract not to exceed FIFTEEN

Item #

14

Case #

27865

CONTRACT FOR PROFESSIONAL SERVICES

By and Between
TOWN OF HEMPSTEAD

and

ACCREDITED LEAD INSPECTION, INC. a/k/a ACCREDITED ENVIRONMENTAL
SOLUTIONS

AGREEMENT made the day of , 2019 by and between the TOWN OF HEMPSTEAD (hereinafter called the "Town"), a domestic municipal corporation having its principal office at One Washington Street, Hempstead, New York 11550 and ACCREDITED LEAD INSPECTION, INC. d/b/a ACCREDITED ENVIRONMENTAL SOLUTIONS, Environmental Engineers (hereinafter called "Consultants"), with offices at 156 Shore Road, Port Washington, New York 11050.

WITNESSETH

WHEREAS, the Town of Hempstead sponsors a Community Development Block Grant Program in cooperation with the Nassau County Urban Consortium, administered by the Department of Planning and Economic Development; and

WHEREAS, the Commissioner of the Department of Planning and Economic Development of the Town of Hempstead recommends that an environmental engineer be retained to perform professional services in connection with the community development projects, and further recommends that the cost and disbursements relating to said professional services be charged to the appropriate community development account; and

WHEREAS, the Commissioner, after soliciting, receiving and reviewing proposals from various firms, has recommended that ACCREDITED LEAD INSPECTION, INC. d/b/a ACCREDITED ENVIRONMENTAL SOLUTIONS, having its principal office at 156 Shore Road, Port Washington, New York 11050, be retained to provide the aforementioned professional services; and

WHEREAS, the Town desires to engage the environmental engineering consulting firm to render certain assistance in connection with its Community Development Program.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. **EMPLOYMENT OF CONSULTANTS**

The Town hereby engages the Consultant and the Consultant hereby agrees to perform the professional services hereinafter set forth.

2. **AREA COVERED**

The Consultant shall perform all the services authorized under this Agreement in relation to the program within the unincorporated area of the Town of Hempstead.

3. **SCOPE OF SERVICES**

The Consultant shall perform the services provided for in the Agreement in a satisfactory and prompt manner, in accordance with the applicable requirements of the Housing and Community Development Act of 1974, and the provisions of the Affordable Housing Act of 1990, as amended, HUD regulations on Community Development Block Grants as published in the Federal Register and other relevant local, state and federal laws.

Such services shall include, but are not necessarily limited to:

Provide consulting services as specifically requested by the Town on a case by case basis pursuant to the Request for Proposal (RFP) incorporated by reference into this contract as Schedule "A".

4. TIME AND METHOD OF PERFORMANCE

The service of the company shall be provided for a term beginning January 1, 2020 and ending December 31, 2020 or upon completion of the project. The Town, in its sole discretion, reserves the right to extend the term of the contract by up to one year, but only upon delivery of a contract duly executed by the Commissioner of the Department of Planning and Economic Development. Services shall be performed and costs shall be incurred only at the request of the Commissioner of the Planning and Economic Development or designee. Extension of the term may only be accomplished by Town Board Resolution, duly adopted by the Town Board at a regularly scheduled meeting of said Board.

5. COMPENSATION AND METHOD OF PAYMENT

The Town shall pay the Consultant a fee in accordance with the Schedule of Fees attached and made a part of this Contract as Schedule "B". Payments shall be made upon receipt by the Town of a requisition for payment from the Consultant specifying the time worked and specifying that he has performed the authorized work as requested by the Town and that he is entitled to receive the amount requisitioned under the terms of the Agreement.

The Town, prior to making payment, shall determine that the fees claimed are in accordance with the fee schedule established in this Agreement, and that the work has been performed satisfactorily.

Funds will be charged against the appropriate Federally Funded Community Development Block Grant Account up to the amount authorized by resolution of the Hempstead Town Board. Currently said authorized amount is Fifteen Thousand (\$15,000.00) Dollars from January 1, 2020 to December 31, 2020. The Town, in its sole discretion, reserves the right to increase the cap by up to Fifteen Thousand and 00/100 (\$15,000.00) Dollars and extend the terms of the contract by up to one year, said option to be exercised only by Town Board Resolution duly enacted by the Town Board at a regularly scheduled meeting thereof.

All claims for payment shall be submitted on a monthly basis on claim forms furnished by the Town Comptroller, and certified as approved by the Commissioner of Planning and Economic Development. The Commissioner reserves the right to disapprove any claim or portion thereof which is submitted more than ninety (90) days from the date the expense was incurred. The Commissioner also reserves the right, in his sole discretion, to disapprove any claim or portion thereof where there is an inadequate showing that the work invoiced has not been performed.

6. TERMINATION

This Agreement may be terminated at any time by the Town. In the event of termination, the only obligation to the Consultant shall be for services and costs incurred to the date of receipt by the Consultant of a notice of termination.

7. TERMS AND CONDITIONS

This Agreement is subject to and incorporates the provisions attached hereto as Part II - "Terms and Conditions" dated 1/80. In said Part II the Town is referred to as the "Municipality".

8. OTHER PROVISIONS

As a condition of this Agreement, the Consultant will not engage in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in conducting any activity resulting from this Agreement.


IN WITNESS WHEREOF, the parties have duly executed this agreement as of the above written date.


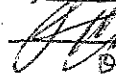
TOWN OF HEMPSTEAD

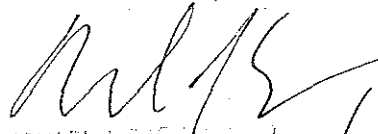
By: _____

Deputy Commissioner


ACCREDITED LEAD INSPECTION, INC.
d/b/a ACCREDITED ENVIRONMENTAL
SOLUTIONS

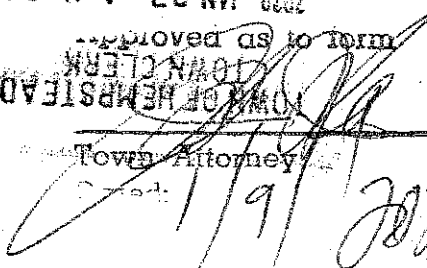
By: 
Steven Rosenbaum

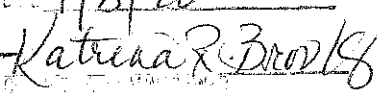
APPROVED AS TO
Available funds
By:  Date: 1/22/20

Deputy Town Comptroller


MICHAEL J. ...
COMPTROLLER OF FINANCE
BUDGET DIVISION 1/22/20

Doc. No. 19-025
January 2, 2020

APPROVED

DIRECTOR OF PURCHASING
1/9/2020

2020 JAN 27 A 11:31
TOWN OF HEMPSTEAD
TOWN CLERK
Approved as to form
Town Attorney

1/9/2020

1/8/20

Katrina R. Brody
DIRECTOR OF PLANNING & ECONOMIC DEVELOPMENT

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING A CONTRACT
BETWEEN THE TOWN OF HEMPSTEAD AND
ENVIRO-TEST, INC., TO PROVIDE PROFESSIONAL
SERVICES IN CONNECTION WITH THE
COMMUNITY DEVELOPMENT PROGRAMS
OF THE TOWN OF HEMPSTEAD.**

WHEREAS, the Town of Hempstead is operating a Community Development Program in cooperation with the Nassau County Urban County Consortium, which Community Development Program is receiving financial assistance from the U.S. Department of Housing and Urban Development under the provisions of the Housing and Community Development Act of 1974, as amended; and

WHEREAS, the Department of Planning and Economic Development requires the services of environmental engineers to provide professional services and other necessary data with respect to the Community Development Programs of the Town of Hempstead; and

WHEREAS, to satisfy this need, the Commissioner of the Department of Planning and Economic Development published Requests for Proposals, framed in accordance with the requirements of the United States Department of Housing and Urban Development, in a widely read newspaper; and

WHEREAS, the R.F.P process resulted in five (5) responses, being submitted to the Department of Planning and Economic Development; and

WHEREAS, the Commissioner of the Department of Planning and Economic Development has advised this Town Board that the R.F.P. response was acceptable and that ENVIRO-TEST, INC., with offices at 77 Broadway, Suite 1, Amityville, New York 11701 is qualified to provide environmental engineering services and other necessary data in connection with authorized Community Development Projects on the required timely basis and recommends the retention of the firm; and

WHEREAS, the Town Board of the Town of Hempstead deems it to be in the public interest to retain the firm for the stated purpose.

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board authorizes the Commissioner of the Department of Planning and Economic Development to execute a contract for professional services by and between the Town of Hempstead and ENVIRO-TEST, INC., for a term beginning January 1, 2020 and ending December 31, 2020 in an amount not to exceed the sum of FIFTEEN THOUSAND (\$15,000.00) DOLLARS, subject to an option in favor of the Town to extend the term of the contract by up to one year and subject to an option in favor of the Town to increase the base cap by an additional FIFTEEN THOUSAND and 00/100 (\$15,000.00), in the sole discretion of the Town Board, the exercise of which shall be done by Town Board Resolution duly adopted at a regularly schedule public meeting of the Town Board, pursuant to the terms and conditions of said contract for professional services.

Item #

15

Case #

27866

CONTRACT FOR PROFESSIONAL SERVICES

By and Between
TOWN OF HEMPSTEAD
and
ENVIRO-TEST, INC.

AGREEMENT made the 7 day of *OCTOBER*, 2019 by and between the TOWN OF HEMPSTEAD (hereinafter called the "Town"), a domestic municipal corporation having its principal office at One Washington Street, Hempstead, New York 11550 and ENVIRO-TEST, INC., Environmental Engineers (hereinafter called "Consultants"), with offices at 77 Broadway, Suite 1, Amityville, New York 11701.

WITNESSETH

WHEREAS, the Town of Hempstead sponsors a Community Development Block Grant Program in cooperation with the Nassau County Urban Consortium, administered by the Department of Planning and Economic Development; and

WHEREAS, the Commissioner of the Department of Planning and Economic Development of the Town of Hempstead recommends that an environmental engineer be retained to perform professional services in connection with the community development projects, and further recommends that the cost and disbursements relating to said professional services be charged to the appropriate community development account; and

WHEREAS, the Commissioner, after soliciting, receiving and reviewing proposals from various firms, has recommended that ENVIRO-TEST, INC. having its principal office at 77 Broadway, Suite 1, Amityville, NY 11701, be retained to provide the aforementioned professional services; and

WHEREAS, the Town desires to engage the environmental engineering consulting firm to render certain assistance in connection with its Community Development Program.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. EMPLOYMENT OF CONSULTANTS

The Town hereby engages the Consultant and the Consultant hereby agrees to perform the professional services hereinafter set forth.

2. AREA COVERED

The Consultant shall perform all the services authorized under this Agreement in relation to the program within the unincorporated area of the Town of Hempstead.

3. SCOPE OF SERVICES

The Consultant shall perform the services provided for in the Agreement in a satisfactory and prompt manner, in accordance with the applicable requirements of the Housing and Community Development Act of 1974, and the provisions of the Affordable Housing Act of 1990, as amended, HUD regulations on Community Development Block Grants as published in the Federal Register and other relevant local, state and federal laws.

Such services shall include, but are not necessarily limited to:

Provide consulting services as specifically requested by the Town on a case by case basis pursuant to the Request for Proposal (RFP) incorporated by reference into this contract as Schedule "A".

4. TIME AND METHOD OF PERFORMANCE

The service of the company shall be provided for a term beginning January 1, 2020 and ending December 31, 2020 or upon completion of the project. The Town, in its sole discretion, reserves the right to extend the term of the contract by up to one year, but only upon delivery of a contract duly executed by the Commissioner of the Department of Planning and Economic Development. Services shall be performed and costs shall be incurred only at the request of the Commissioner of the Planning and Economic Development or designee. Extension of the term may only be accomplished by Town Board Resolution, duly adopted by the Town Board at a regularly scheduled meeting of said Board.

5. COMPENSATION AND METHOD OF PAYMENT

The Town shall pay the Consultant a fee in accordance with the Schedule of Fees attached and made a part of this Contract as Schedule "B". Payments shall be made upon receipt by the Town of a requisition for payment from the Consultant specifying the time worked and specifying that he has performed the authorized work as requested by the Town and that he is entitled to receive the amount requisitioned under the terms of the Agreement.

The Town, prior to making payment, shall determine that the fees claimed are in accordance with the fee schedule established in this Agreement, and that the work has been performed satisfactorily.

Funds will be charged against the appropriate Federally Funded Community Development Block Grant Account up to the amount authorized by resolution of the Hempstead Town Board. Currently said authorized amount is Fifteen Thousand (\$15,000.00) Dollars from January 1, 2020 to December 31, 2020. The Town, in its sole discretion, reserves the right to increase the cap by up to Fifteen Thousand and 00/100 (\$15,000.00) Dollars and extend the terms of the contract by up to one year, said option to be exercised only by Town Board Resolution duly enacted by the Town Board at a regularly scheduled meeting thereof.

All claims for payment shall be submitted on a monthly basis on claim forms furnished by the Town Comptroller, and certified as approved by the Commissioner of Planning and Economic Development. The Commissioner reserves the right to disapprove any claim or portion thereof which is submitted more than ninety (90) days from the date the expense was incurred. The Commissioner also reserves the right, in his sole discretion, to disapprove any claim or portion thereof where there is an inadequate showing that the work invoiced has not been performed.

6. TERMINATION

This Agreement may be terminated at any time by the Town, In the event of termination, the only obligation to the Consultant shall be for services and costs incurred to the date of receipt by the Consultant of a notice of termination.

7. TERMS AND CONDITIONS

This Agreement is subject to and incorporates the provisions attached hereto as Part II - "Terms and Conditions" dated 1/80. In said Part II the Town is referred to as the "Municipality".

8. OTHER PROVISIONS

As a condition of this Agreement, the Consultant will not engage in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in conducting any activity resulting from this Agreement.

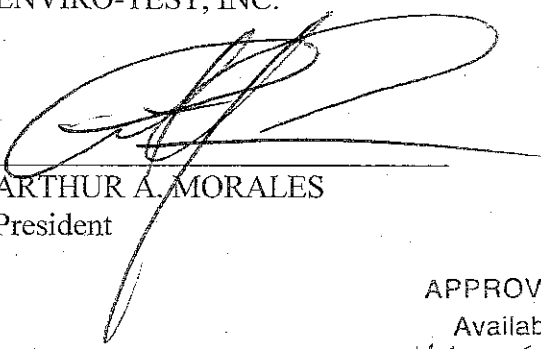
IN WITNESS WHEREOF, the parties have duly executed this agreement as of the above written date.

TOWN OF HEMPSTEAD

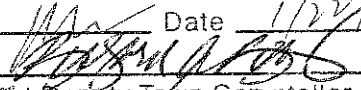
By: _____

Deputy Commissioner

ENVIRO-TEST, INC.

By: 
ARTHUR A. MORALES
President

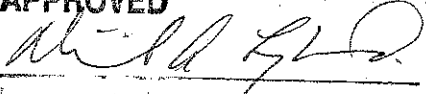
APPROVED AS TO
Available funds

By:  Date: 1/22/20
Deputy Town Comptroller

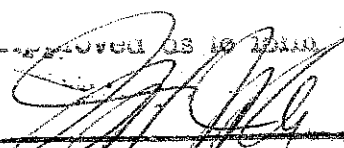
MICHAEL J. C. [unclear]
TOWN OF HEMPSTEAD

1/22/20

APPROVED


Director of Personnel
1/9/2020

Doc. No. 19-026
January 2, 2020


Town Attorney
Dated: 1/9/2020

APPROVED AS TO CONTENT
1/8/20
Katherine R. Brooks
TOWN OF HEMPSTEAD
DEPT. OF PLANNING & ECONOMIC DEVELOPMENT

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION AMENDING RESOLUTION NO. 1427-2013 WHICH AMENDED RESOLUTION NO. 418-2012 WHICH AUTHORIZED THE EMPLOYMENT OF LIRO ENGINEERS, INC. AS CONSULTING ENGINEERS FOR THE REHABILITATION OF THE MERRICK TRANSFER FACILITY TRUCK WASH

WHEREAS, this Town Board did adopt Resolution No. 418-2012 on April 10, 2012 authorizing the employment of LiRo Engineers, Inc. as consulting engineers for the rehabilitation of the Merrick Transfer Facility Truck Wash; and

WHEREAS, this Town Board did adopt Resolution No. 1427-2013 on November 26, 2013 which increased the funding cap; and

WHEREAS, it is now necessary to fund the Engineering Support and Resident Inspection Services for the construction of the Truck Wash; and

WHEREAS, LiRo Engineers, Inc., has submitted two proposals for the aforementioned services, the first is for services provided during the initial phase for a total of ninety-nine thousand and four hundred dollars (\$99,400.00) and the second is for the final phase of completion for thirty-four thousand dollars (\$34,000.00); and

WHEREAS, there were certain changes which increased the initial phase to \$103,635.38; and

WHEREAS, it is in the best interests of the residents of the Town of Hempstead to continue the services of LiRo Engineers, Inc. in connection with the Engineering Support and Resident Inspection Services for the rehabilitation of the Merrick Transfer Facility Truck Wash; and

NOW, THEREFORE, BE IT

RESOLVED, that the Commissioner be and is hereby authorized to accept the proposals of LiRo Engineers, Inc., having its principal offices located at Three Aerial Way, Syosset, New York, 11791 to memorialize the terms and conditions of their employment as consulting engineers to provide Engineering Support and Resident Inspection Services for the Rehabilitation of the Merrick Transfer Facility Truck Wash; and

BE IT FURTHER

RESOLVED, that all payments made in connection with services performed hereunder are not to exceed one hundred and forty thousand (\$140,000.00) for this resolution and said payments shall be made and paid out of the Construction of Truck Wash Capital Account No. 8666-508-8666-5010

The foregoing resolution was adopted upon roll call as follows:

AYES: ()

NOES: ()

* * * * *

Item # 16

Case # 23468

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING A CONTRACT
BETWEEN THE TOWN OF HEMPSTEAD AND LIRO
ENGINEERS, INC. TO PROVIDE PROFESSIONAL
SERVICES IN CONNECTION WITH THE COMMUNITY
DEVELOPMENT PROGRAMS WITHIN THE TOWN OF
HEMPSTEAD**

WHEREAS, the Town of Hempstead is operating a Community Development Program in cooperation with the Nassau County Urban County Consortium which Community Development Program is receiving financial assistance from the U.S. Department of Housing and Urban Development under the provisions of the Housing and Community Development Act of 1974, as amended; and

WHEREAS, the Department of Planning and Economic Development required the services of engineering consultants to provide professional services and other necessary data with respect to the Community Development Programs of the Town of Hempstead; and

WHEREAS, to satisfy this need, the Commissioner of the Department of Planning and Economic Development published Requests for Proposals, framed in accordance with the requirements of the United States Department of Housing and Urban Development, in a widely read newspaper; and

WHEREAS, the R.F.P process resulted in twelve (12) responses being submitted to the Department of Planning and Economic Development; and

WHEREAS, the Commissioner of the Department of Planning and Economic Development has advised this Town Board that the R.F.P. response was acceptable and that LIRO ENGINEERS, INC. with offices at 3 Aerial Way, Syosset, New York 11791, are qualified to provide engineering services and other necessary data in connection with authorized Community Development Projects on the required timely basis and recommends the retention of the firm; and

WHEREAS, this Town Board deems it to be in the public interest to retain the firm for the stated purpose.

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board authorizes the Commissioner of the Department of Planning and Economic Development to execute a contract for professional services by and between the Town of Hempstead and LIRO ENGINEERS, INC., for a term beginning January 1, 2020 and ending December 31, 2020 or upon completion of the project, for an amount not to exceed the sum of ONE HUNDRED THOUSAND (\$100,000.00) DOLLARS, exclusive of disbursements, subject to an option in favor of the Town to extend the term of the contract by up to one year, and subject to an option to increase the base cap on the contract by up to One Hundred Thousand 00/100 (\$100,000.00) Dollars, all, nevertheless, in the sole discretion of the Town Board, the exercise of which shall be done by Town Board Resolution duly adopted at a regularly scheduled public meeting of the Town Board, pursuant to the terms and conditions of said contract for professional services.

BE IT FURTHER RESOLVED, that the Town Board authorizes and directs the Comptroller to pay costs in accordance with this contract not to exceed ONE HUNDRED THOUSAND (\$100,000.00) DOLLARS from the appropriate Planning and Economic Development Account.

Item #

17

Case #

23468

CONTRACT FOR PROFESSIONAL SERVICES

By and Between
TOWN OF HEMPSTEAD
and
LIRO ENGINEERS, INC.

AGREEMENT made the 2 day of December, 2019 by between the TOWN OF HEMPSTEAD (hereinafter called the "Town"), a domestic municipal corporation having its principal office at One Washington Street, Hempstead, New York 11550 and LIRO ENGINEERS, INC., Engineering Consultants (hereinafter called "Consultants") with offices at 3 Aerial Way, Syosset, New York 11791.

WITNESSETH THAT:

WHEREAS, the Town of Hempstead sponsors a Community Development Block Grant Program in cooperation with the Nassau County Urban Consortium, administered by the Department of Planning and Economic Development; and

WHEREAS, the Commissioner of the Department of Planning and Economic Development of the Town of Hempstead recommends that a consulting engineer be retained to perform professional services in connection with the planning and implementation of community development projects, and further recommends that the cost and disbursements relating to said professional services be charged to the appropriate community development account; and

WHEREAS, the Commissioner, after soliciting, receiving and reviewing twelve (12) proposals from various firms, has recommended that LIRO ENGINEERS, INC., having its principal office at 3 Aerial Way, Syosset, New York 11791, be retained to provide the aforementioned professional services; and

WHEREAS, the Town desires to engage the engineering consulting firm to render certain assistance in connection with its Community Development Program.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. EMPLOYMENT OF CONSULTANTS

The Town hereby engages the Consultant and the Consultant hereby agrees to perform the professional services hereinafter set forth.

2. AREA COVERED

The Consultant shall perform all the services authorized under this Agreement in relation to the program within the unincorporated area of the Town of Hempstead.

3. SCOPE OF SERVICES

The Consultant shall perform the services provided for in the Agreement in a satisfactory and prompt manner, in accordance with the applicable requirements of the Housing and Community Development Act of 1974, and the provisions of the Affordable Housing Act of 1990, as amended, HUD regulations on Community Development Block Grants as published in the Federal Register and other relevant local, state and federal laws.

Such services shall include, but are not necessarily limited to:

Provide consulting services as specifically requested by the Town on a case by case basis pursuant to the Request for Proposal (RFP) incorporated by reference into this contract as Schedule "A".

4. TIME AND METHOD OF PERFORMANCE

The service of the Consultant shall be provided for a term beginning January 1, 2020 and ending December 31, 2020 or upon completion of the project. The Town, in its sole discretion, reserves the right to extend the term of the contract by up to one year, but only upon delivery of a contract duly executed by the Commissioner of the Department of Planning and Economic Development. Services shall be performed and costs shall be incurred only at the request of the Commissioner of the Department of Planning and Economic Development or designee. Extension of the term may only be accomplished by Town Board Resolution at a regularly scheduled meeting of said Board.

5. COMPENSATION AND METHOD OF PAYMENT

The Town shall pay the Consultant a fee in accordance with the Schedule of Fees attached and made a part of this Contract as Schedule "B". Payments shall be made upon receipt by the Town of a requisition for payment from the Consultant specifying the time worked and specifying that he has performed the authorized work as requested by the Town and that he is entitled to receive the amount requisitioned under the terms of the Agreement.

The Town, prior to making payment, shall determine that the fees claimed are in accordance with the fee schedule established in this Agreement, and that the work has been performed satisfactorily.

Funds will be charged against the appropriate Department of Planning and Economic Development's Community Development Account up to the amount authorized by resolution of the Hempstead Town Board, currently said authorized amount is ONE HUNDRED THOUSAND (\$100,000.00) DOLLARS, from January 1, 2020 to December 31, 2020. The Town, in its sole discretion, reserves the right to increase the cap by up to One Hundred Thousand and 00/100 (\$100,000.00) Dollars, and extend the term of the contract by up to one year, said option to be exercised only by Town Board Resolution duly executed by the Town Board at a regularly scheduled meeting thereof.

All claims for payment shall be submitted on a monthly basis on claim forms furnished by the Town Comptroller, and certified as approved by the Commissioner of the Department of Planning and Economic Development. The Commissioner reserves the right to disapprove any claim or portion thereof which is submitted more than ninety (90) days from the date the expense was incurred. The Commissioner also reserves the right, in his sole discretion, to disapprove any claim or portion thereof where there is an inadequate showing that the work invoiced has not been performed.

6. TERMINATION

This Agreement may be terminated at any time by the Town. In the event of termination, the only obligation to the Consultant shall be for services and costs incurred to the date of receipt by the Consultant of a notice of termination.

7. NON-DISCRIMINATION

A. The Consultant will not discriminate against any employee or applicant for Employment because of race, creed, color or national origin. The Consultant will take affirmative action to insure that applicants are employed and that employees are treated equally during employment without regard to their race, creed, color or national origin. Such action shall include but not be limited to the following employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and the Consultant agrees to post in conspicuous places, available to Employees and applicants for employment, notices to be provided by the Town setting forth the provisions of this non-discrimination clause.

In all solicitations or advertisements for employees placed by or on behalf of

the Consultant, the words "Equal Opportunity Employer" shall appear in type twice as large as that used in body of the advertisement.

8. TERMS AND CONDITIONS

This Agreement is subject to and incorporates the provisions attached hereto as Part II - "Terms and Conditions" dated 1/80. In said Part II the Town is referred to as the "Municipality".

9. OTHER PROVISIONS

As a condition of this Agreement, the Consultant will not engage in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in conducting any activity resulting from this Agreement.

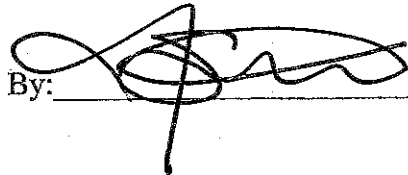
IN WITNESS WHEREOF, the parties have duly executed this agreement as of the above written date.

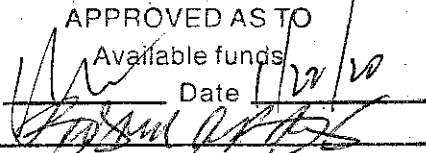
TOWN OF HEMPSTEAD

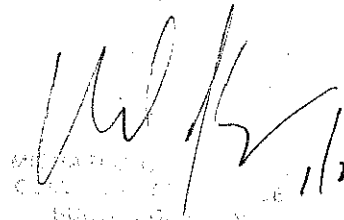
By: _____

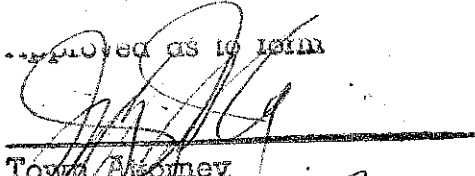
Deputy Commissioner

LIRO ENGINEERS, INC.

By:  _____

APPROVED AS TO
Available funds
By:  Date: 1/22/20
1st Deputy Town Comptroller
RICHARD A. RAMOS
DEPUTY TOWN COMPTROLLER

 1/22/20
MICHAEL J. LIRIO
PRESIDENT
LIRO ENGINEERS, INC.

APPROVED AS TO LEGAL

Town Attorney
Dated: 1/19/2020

APPROVED
1/8/20
Katherine R. Brink
DIRECTOR OF PLANNING & ECONOMIC DEVELOPMENT

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING A CONTRACT BETWEEN THE TOWN OF HEMPSTEAD AND LOCKWOOD, KESSLER & BARTLETT, INC. TO PROVIDE PROFESSIONAL SERVICES IN CONNECTION WITH THE COMMUNITY DEVELOPMENT PROGRAMS OF THE TOWN OF HEMPSTEAD.

WHEREAS, the Town of Hempstead is operating a Community Development Program in cooperation with the Nassau County Urban County Consortium, which Community Development Program is receiving financial assistance from the U.S. Department of Housing and Urban Development under the provisions of the Housing and Community Development Act of 1974, as amended; and

WHEREAS, the Department of Planning and Economic Development requires the services of engineering consultants to provide professional services and other necessary data with respect to the Community Development Programs of the Town of Hempstead; and

WHEREAS, to satisfy this need, the Commissioner of the Department of Planning and Economic Development published Requests for Proposals, framed in accordance with the requirements of the United States Department of Housing and Urban Development, in a widely read newspaper; and

WHEREAS, the R.F.P process resulted in twelve (12) responses being submitted to the Department of Planning and Economic Development; and

WHEREAS, the Commissioner of the Department of Planning and Economic Development has advised this Town Board that the R.F.P. response was acceptable and that LOCKWOOD, KESSLER & BARTLETT, INC., with offices at 1 Aerial Way, Syosset, New York 11791, are qualified to provide engineering services and other necessary data in connection with authorized Community Development Projects on the required timely basis and recommends the retention of the firm; and

WHEREAS, this Town Board deems it to be in the public interest to retain the firm for the stated purpose.

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board authorizes the Commissioner of the Department of Planning and Economic Development to execute a contract for professional services by and between the Town of Hempstead and LOCKWOOD, KESSLER & BARTLETT, INC., for a term beginning January 1, 2020 and ending December 31, 2020 or upon completion of the project, for an amount not to exceed the sum of ONE HUNDRED THOUSAND (\$100,000.00) DOLLARS, exclusive of disbursements, subject to an option in favor of the Town to extend the term of the contract by up to one year, and subject to an option to increase the base cap on the contract by up to One Hundred Thousand and 00/100 (\$100,000.00) Dollars, all, nevertheless, in the sole discretion of the Town Board, the exercise of which shall be done by Town Board Resolution duly adopted at a regularly scheduled public meeting of the Town Board, pursuant to the terms and conditions of said contract for professional services.

Item # 18

Case # 19967

Provide consulting services as specifically requested by the Town on a case by case basis pursuant to the Request for Proposal (RFP) incorporated by reference into this contract as Schedule "A".

4. TIME AND METHOD OF PERFORMANCE

The service of the Consultant shall be provided for a term beginning January 1, 2020 and ending December 31, 2020 or upon completion of the project. The Town, in its sole discretion, reserves the right to extend the term of the contract by up to one year, but only upon delivery of a contract duly executed by the Commissioner of the Department of Planning and Economic Development. Services shall be performed and costs shall be incurred only at the request of the Commissioner of the Department of Planning and Economic Development or designee. Extension of the term may only be accomplished by Town Board Resolution at a regularly scheduled meeting of said Board.

5. COMPENSATION AND METHOD OF PAYMENT

The Town shall pay the Consultant a fee in accordance with the Schedule of Fees attached and made a part of this Contract as Schedule "B". Payments shall be made upon receipt by the Town of a requisition for payment from the Consultant specifying the time worked and specifying that he has performed the authorized work as requested by the Town and that he is entitled to receive the amount requisitioned under the terms of the Agreement.

The Town, prior to making payment, shall determine that the fees claimed are in accordance with the fee schedule established in this Agreement, and that the work has been performed satisfactorily.

Funds will be charged against the appropriate Department of Planning and Economic Development's Community Development Account up to the amount authorized by resolution of the Hempstead Town Board, currently said authorized amount is ONE HUNDRED THOUSAND (\$100,000.00) DOLLARS, from January 1, 2020 to December 31, 2020. The Town, in its sole discretion, reserves the right to increase the cap by up to One Hundred Thousand and 00/100 (\$100,000.00) Dollars, and extend the term of the contract by up to one year, said option to be exercised only by Town Board Resolution duly executed by the Town Board at a regularly scheduled meeting thereof.

All claims for payment shall be submitted on a monthly basis on claim forms furnished by the Town Comptroller, and certified as approved by the Commissioner of the Department of Planning and Economic Development. The Commissioner reserves the right to disapprove any claim or portion thereof which is submitted more than ninety (90) days from the date the expense was incurred. The Commissioner also reserves the right, in his sole discretion, to disapprove any claim or portion thereof where there is an inadequate showing that the work invoiced has not been performed.

6. TERMINATION

This Agreement may be terminated at any time by the Town. In the event of termination, the only obligation to the Consultant shall be for services and costs incurred to the date of receipt by the Consultant of a notice of termination.

7. NON-DISCRIMINATION

A. The Consultant will not discriminate against any employee or applicant for employment because of race, creed, color or national origin. The Consultant will take affirmative action to insure that applicants are employed and that employees are treated equally during employment without regard to their race, creed, color or national origin. Such action shall include but not be limited to the following employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and the Consultant agrees to post in conspicuous places, available to Employees and applicants for employment, notices to be provided by

the Town setting forth the provisions of this non-discrimination clause.

In all solicitations or advertisements for employees placed by or on behalf of the Consultant, the words "Equal Opportunity Employer" shall appear in type twice as large as that used in body of the advertisement.

8. TERMS AND CONDITIONS

This Agreement is subject to and incorporates the provisions attached hereto as Part II - "Terms and Conditions" dated 1/80. In said Part II the Town is referred to as the "Municipality".

9. OTHER PROVISIONS

As a condition of this Agreement, the Consultant will not engage in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in conducting any activity resulting from this Agreement.

IN WITNESS WHEREOF, the parties have duly executed this agreement as of the above written date.

TOWN OF HEMPSTEAD

By: _____

Deputy Commissioner

APPROVED AS TO
Available funds
By [Signature] Date 1/22/20
[Signature]
RICHARDA RAMOS
DEPUTY TOWN COMPTROLLER
[Signature]
1/22/20

LOCKWOOD, KESSLER & BARTLETT, INC.

By: [Signature]
President / CEO

APPROVED AS TO FORM
Charles O. Heine
SENIOR DEPUTY TOWN ATTORNEY
DATE 1/17/2020

APPROVED
[Signature]
DIRECTOR OF PURCHASING
1/9/2020

APPROVED AS TO FORM
[Signature]
Town Attorney
Dated: 1/9/2020

Doc. No. 19-038
January 2, 2020

TOWN OF HEMPSTEAD
TOWN CLERK

1/8/20
Katrina R. B...

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING A CONTRACT
BETWEEN THE TOWN OF HEMPSTEAD AND
M-TO-PROS TO PROVIDE PROFESSIONAL
SERVICES IN CONNECTION WITH THE
COMMUNITY DEVELOPMENT PROGRAMS
OF THE TOWN OF HEMPSTEAD**

WHEREAS, the Town of Hempstead is operating a Community Development Program in cooperation with the Nassau County Urban County Consortium, which Community Development Program is receiving financial assistance from the U.S. Department of Housing and Urban Development under the provisions of the Housing and Community Development Act of 1974, as amended; and

WHEREAS, the Department of Planning and Economic Development requires the services of consultants to provide professional services and other necessary data with respect to the Community Development Programs of the Town of Hempstead; and

WHEREAS, to satisfy this need, the Commissioner of the Department of Planning and Economic Development published Requests for Proposals, framed in accordance with the requirements of the United States Department of Housing and Urban Development, in a widely read newspaper; and

WHEREAS, the R.F.P process resulted in eight (8) responses being submitted to the Department of Planning and Economic Development; and

WHEREAS, the Commissioner of the Department of Planning and Economic Development has advised this Town Board that the R.F.P. response was acceptable and that M-TO-PROS with offices at 1001 Avenue of the Americas, 12th floor, New York, New York, 10018, is qualified to provide consulting services and other necessary data in connection with authorized Community Development Projects on the required timely basis and recommends the retention of the firm; and

WHEREAS, this Town Board deems it to be in the public interest to retain the firm for the stated purpose.

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board authorizes the Commissioner of the Department of Planning and Economic Development to execute a contract for professional services by and between the Town of Hempstead and M-TO-PROS, for a term beginning January 1, 2020 and ending December 31, 2020 or upon completion of the project, for an amount not to exceed the sum of TWENTY THOUSAND (\$20,000.00) DOLLARS, exclusive of disbursements, subject to an option in favor of the Town to extend the term of the contract by up to one year, and subject to an option to increase the base cap on the contract by up to TWENTY THOUSAND and 00/100 (\$20,000.00) Dollars, all, nevertheless, in the sole discretion of the Town Board, the exercise of which shall be done by Town Board Resolution duly adopted at a regularly scheduled public meeting of the Town Board, pursuant to the terms and conditions of said contract for professional services.

Item #

19

Case #

30246

CONTRACT FOR PROFESSIONAL SERVICES

By and Between
TOWN OF HEMPSTEAD
and
M-TO-PROS

AGREEMENT made the day of , 2019 by and between the TOWN OF HEMPSTEAD (hereinafter called the "Town"), a domestic municipal corporation having its principal office at One Washington Street, Hempstead, New York 11550 and M-TO-PROS, Consultants (hereinafter called "Consultants") with offices at 1001 Avenue of the Americas, 12th floor, New York, New York, 10018.

WITNESSETH THAT:

WHEREAS, the Town of Hempstead sponsors a Community Development Block Grant Program in cooperation with the Nassau County Urban Consortium, administered by the Department of Planning and Economic Development; and

WHEREAS, the Commissioner of the Department of Planning and Economic Development of the Town of Hempstead recommends that a Consultant be retained to perform professional services in connection with the planning and implementation of community development projects, and further recommends that the cost and disbursements relating to said professional services be charged to the appropriate community development account; and

WHEREAS, the Commissioner, after soliciting, receiving and reviewing eight (8) proposals from various firms, has recommended that M-TO-PROS, having its principal office at 1001 Avenue of the Americas, 12th floor, New York, New York, 10018, be retained to provide the aforementioned professional services; and

WHEREAS, the Town desires to engage the consulting firm to render certain assistance in connection with its Community Development Program.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. EMPLOYMENT OF CONSULTANTS

The Town hereby engages the Consultant and the Consultant hereby agrees to perform the professional services hereinafter set forth.

2. AREA COVERED

The Consultant shall perform all the services authorized under this Agreement in relation to the program within the unincorporated area of the Town of Hempstead.

3. SCOPE OF SERVICES

The Consultant shall perform the services provided for in the Agreement in a satisfactory and prompt manner, in accordance with the applicable requirements of the Housing and Community Development Act of 1974, and the provisions of the Affordable Housing Act of 1990, as amended, HUD regulations on Community Development Block Grants as published in the Federal Register and other relevant local, state and federal laws.

Such services shall include, but are not necessarily limited to:

Provide consulting services as specifically requested by the Town on a case by case basis pursuant to the Request for Proposal (RFP) incorporated by reference into this contract as Schedule "A".

4. TIME AND METHOD OF PERFORMANCE

The service of the Consultant shall be provided for a term beginning January 1, 2020 and ending December 31, 2020 or upon completion of the project. The Town, in its sole discretion, reserves the right to extend the term of the contract by up to one year, but only upon delivery of a contract duly executed by the Commissioner of the Department of Planning and Economic Development. Services shall be performed and costs shall be incurred only at the request of the Commissioner of the Department of Planning and Economic Development or designee. Extension of the term may only be accomplished by Town Board Resolution at a regularly scheduled meeting of said Board.

5. COMPENSATION AND METHOD OF PAYMENT

The Town shall pay the Consultant a fee in accordance with the Schedule of Fees attached and made a part of this Contract as Schedule "B". Payments shall be made upon receipt by the Town of a requisition for payment from the Consultant specifying the time worked and specifying that he has performed the authorized work as requested by the Town and that he is entitled to receive the amount requisitioned under the terms of the Agreement.

The Town, prior to making payment, shall determine that the fees claimed are in accordance with the fee schedule established in this Agreement, and that the work has been performed satisfactorily.

Funds will be charged against the appropriate Department of Planning and Economic Development's Community Development Account up to the amount authorized by resolution of the Hempstead Town Board, currently said authorized amount is TWENTY THOUSAND (\$20,000.00) DOLLARS, from January 1, 2020 to December 31, 2020. The Town, in its sole discretion, reserves the right to increase the cap by up to TWENTY THOUSAND and 00/100 (\$20,000.00) Dollars, and extend the term of the contract by up to one year, said option to be exercised only by Town Board Resolution duly executed by the Town Board at a regularly scheduled meeting thereof.

All claims for payment shall be submitted on a monthly basis on claim forms furnished by the Town Comptroller, and certified as approved by the Commissioner of the Department of Planning and Economic Development. The Commissioner reserves the right to disapprove any claim or portion thereof which is submitted more than ninety (90) days from the date the expense was incurred. The Commissioner also reserves the right, in his sole discretion, to disapprove any claim or portion thereof where there is an inadequate showing that the work invoiced has not been performed.

6. TERMINATION

This Agreement may be terminated at any time by the Town. In the event of termination, the only obligation to the Consultant shall be for services and costs incurred to the date of receipt by the Consultant of a notice of termination.

7. NON-DISCRIMINATION

A. The Consultant will not discriminate against any employee or applicant for Employment because of race, creed, color or national origin. The Consultant will take affirmative action to insure that applicants are employed and that employees are treated equally during employment without regard to their race, creed, color or national origin. Such action shall include but not be limited to the following employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and the Consultant agrees to post in conspicuous

places, available to Employees and applicants for employment, notices to be provided by the Town setting forth the provisions of this non-discrimination clause.

B. In all solicitations or advertisements for employees placed by or on behalf of the Consultant, the words "Equal Opportunity Employer" shall appear in type twice as large as that used in body of the advertisement.

8. TERMS AND CONDITIONS

This Agreement is subject to and incorporates the provisions attached hereto as Part II - "Terms and Conditions" dated 1/80. In said Part II the Town is referred to as the "Municipality".

9. OTHER PROVISIONS

As a condition of this Agreement, the Consultant will not engage in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in conducting any activity resulting from this Agreement.

IN WITNESS WHEREOF, the parties have duly executed this agreement as of the above written date.

TOWN OF HEMPSTEAD

By: _____

Deputy Commissioner

M-TO-PROS

By: Mildred Tolentino
Mildred Tolentino

APPROVED AS TO Available funds

By: [Signature] Date: 1/22/20

Asst Deputy **RICHARD A. RAMOS**
DEPUTY TOWN COMPTROLLER

[Signature] 1/22/20
MICHAEL J. COVATTA
COMPTROLLER

APPROVED AS TO FORM
[Signature] 1/9/20
Katrina R. Brooks

Dir. of Planning & Economic Development

Doc. No.19-041
January 2, 2020

APPROVED AS TO FORM
Charles S. Heine
SENIOR DEPUTY TOWN ATTORNEY
DATE 1/10/2020

2020 JAN 27 4:11:30
2020 JAN 27 4:11:30
TOWN OF HEMPSTEAD
TOWN CLERK
TOWN OF HEMPSTEAD

APPROVED
[Signature]
DIRECTOR OF PURCHASING
1/21/20

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING A CONTRACT
BETWEEN THE TOWN OF HEMPSTEAD AND
NELSON, POPE & VOORHIS, LLC TO
PROVIDE PROFESSIONAL SERVICES IN
CONNECTION WITH THE COMMUNITY
DEVELOPMENT PROGRAMS OF THE TOWN
OF HEMPSTEAD**

WHEREAS, the Town of Hempstead is operating a Community Development Program in cooperation with the Nassau County Urban County Consortium, which Community Development Program is receiving financial assistance from the U.S. Department of Housing and Urban Development under the provisions of the Housing and Community Development Act of 1974, as amended; and

WHEREAS, the Department of Planning and Economic Development requires the services of engineering consultants to provide professional services and other necessary data with respect to the Community Development Programs of the Town of Hempstead; and

WHEREAS, to satisfy this need, the Commissioner of the Department of Planning and Economic Development published Requests for Proposals, framed in accordance with the requirements of the United States Department of Housing and Urban Development, in a widely read newspaper; and

WHEREAS, the R.F.P process resulted in twelve (12) responses being submitted to the Department of Planning and Economic Development; and

WHEREAS, the Commissioner of the Department of Planning and Economic Development has advised this Town Board that the R.F.P. response was acceptable and that NELSON, POPE & VOORHIS, LLC with offices at 572 Walt Whitman Road, Melville, New York 11747, are qualified to provide engineering services and other necessary data in connection with authorized Community Development Projects on the required timely basis and recommends the retention of the firm; and

WHEREAS, this Town Board deems it to be in the public interest to retain the firm for the stated purpose.

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board authorizes the Commissioner of the Department of Planning and Economic Development to execute a contract for professional services by and between the Town of Hempstead and NELSON, POPE & VOORHIS, LLC, for a term beginning January 1, 2020 and ending December 31, 2020 or upon completion of the project, for an amount not to exceed the sum of ONE HUNDRED THOUSAND (\$100,000.00) DOLLARS, exclusive of disbursements, subject to an option in favor of the Town to extend the term of the contract by up to one year, and subject to an option to increase the base cap on the contract by up to One Hundred Thousand and 00/100 (\$100,000.00) Dollars, all, nevertheless, in the sole discretion of the Town Board, the exercise of which shall be done by Town Board Resolution duly adopted at a regularly scheduled public meeting of the Town Board, pursuant to the terms and conditions of said contract for professional services.

Item #

20

Case #

16530

CONTRACT FOR PROFESSIONAL SERVICES

**By and Between
TOWN OF HEMPSTEAD
and
NELSON, POPE & VOORHIS, LLC**

AGREEMENT made the day of , 2019 by and between the TOWN OF HEMPSTEAD (hereinafter called the "Town"), a domestic municipal corporation having its principal office at One Washington Street, Hempstead, New York 11550 and NELSON, POPE & VOORHIS, LLC, Engineering Consultants (hereinafter called "Consultants") with offices at 572 Walt Whitman Road, Melville, New York 11797.

WITNESSETH THAT:

WHEREAS, the Town of Hempstead sponsors a Community Development Block Grant Program in cooperation with the Nassau County Urban Consortium, administered by the Department of Planning and Economic Development; and

WHEREAS, the Commissioner of the Department of Planning and Economic Development of the Town of Hempstead recommends that a consulting engineer be retained to perform professional services in connection with the planning and implementation of community development projects, and further recommends that the cost and disbursements relating to said professional services be charged to the appropriate community development account; and

WHEREAS, the Commissioner, after soliciting, receiving and reviewing twelve (12) proposals from various firms, has recommended that NELSON, POPE & VOORHIS, LLC, having its principal office at 572 Walt Whitman Road, Melville, New York 11797, be retained to provide the aforementioned professional services; and

WHEREAS, the Town desires to engage the engineering consulting firm to render certain assistance in connection with its Community Development Program.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. EMPLOYMENT OF CONSULTANTS

The Town hereby engages the Consultant and the Consultant hereby agrees to perform the professional services hereinafter set forth.

2. AREA COVERED

The Consultant shall perform all the services authorized under this Agreement in relation to the program within the unincorporated area of the Town of Hempstead.

3. SCOPE OF SERVICES

The Consultant shall perform the services provided for in the Agreement in a satisfactory and prompt manner, in accordance with the applicable requirements of the Housing and Community Development Act of 1974, and the provisions of the Affordable Housing Act of 1990, as amended, HUD regulations on Community Development Block Grants as published in the Federal Register and other relevant local, state and federal laws.

Such services shall include, but are not necessarily limited to:

Provide consulting services as specifically requested by the Town on a case by case basis pursuant to the Request for Proposal (RFP) incorporated by reference into this contract as Schedule "A".

4. TIME AND METHOD OF PERFORMANCE

The service of the Consultant shall be provided for a term beginning January 1, 2020 and ending December 31, 2020 or upon completion of the project. The Town, in its sole discretion, reserves the right to extend the term of the contract by up to one year, but only upon delivery of a contract duly executed by the Commissioner of the Department of Planning and Economic Development. Services shall be performed and costs shall be incurred only at the request of the Commissioner of the Department of Planning and Economic Development or designee. Extension of the term may only be accomplished by Town Board Resolution at a regularly scheduled meeting of said Board.

5. COMPENSATION AND METHOD OF PAYMENT

The Town shall pay the Consultant a fee in accordance with the Schedule of Fees attached and made a part of this Contract as Schedule "B". Payments shall be made upon receipt by the Town of a requisition for payment from the Consultant specifying the time worked and specifying that he has performed the authorized work as requested by the Town and that he is entitled to receive the amount requisitioned under the terms of the Agreement.

The Town, prior to making payment, shall determine that the fees claimed are in accordance with the fee schedule established in this Agreement, and that the work has been performed satisfactorily.

Funds will be charged against the appropriate Department of Planning and Economic Development's Community Development Account up to the amount authorized by resolution of the Hempstead Town Board, currently said authorized amount is ONE HUNDRED THOUSAND (\$100,000.00) DOLLARS, from January 1, 2020 to December 31, 2020. The Town, in its sole discretion, reserves the right to increase the cap by up to One Hundred Thousand and 00/100 (\$100,000.00) Dollars, and extend the term of the contract by up to one year, said option to be exercised only by Town Board Resolution duly executed by the Town Board at a regularly scheduled meeting thereof.

All claims for payment shall be submitted on a monthly basis on claim forms furnished by the Town Comptroller, and certified as approved by the Commissioner of the Department of Planning and Economic Development. The Commissioner reserves the right to disapprove any claim or portion thereof which is submitted more than ninety (90) days from the date the expense was incurred. The Commissioner also reserves the right, in his sole discretion, to disapprove any claim or portion thereof where there is an inadequate showing that the work invoiced has not been performed.

6. TERMINATION

This Agreement may be terminated at any time by the Town. In the event of termination, the only obligation to the Consultant shall be for services and costs incurred to the date of receipt by the Consultant of a notice of termination.

7. NON-DISCRIMINATION

A. The Consultant will not discriminate against any employee or applicant for Employment because of race, creed, color or national origin. The Consultant will take affirmative action to insure that applicants are employed and that employees are treated equally during employment without regard to their race, creed, color or national origin. Such action shall include but not be limited to the following employment, upgrading,

places, available to Employees and applicants for employment, notices to be provided by the Town setting forth the provisions of this non-discrimination clause.

B. In all solicitations or advertisements for employees placed by or on behalf of the Consultant, the words "Equal Opportunity Employer" shall appear in type twice as large as that used in body of the advertisement.

8. TERMS AND CONDITIONS

This Agreement is subject to and incorporates the provisions attached hereto as Part II - "Terms and Conditions" dated 1/30. In said Part II the Town is referred to as the "Municipality".

9. OTHER PROVISIONS

As a condition of this Agreement, the Consultant will not engage in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in conducting any activity resulting from this Agreement.

IN WITNESS WHEREOF, the parties have duly executed this agreement as of the above written date.

TOWN OF HEMPSTEAD

By: _____

Deputy Commissioner

NELSON, POPE & VOORHIS, LLC

By: _____

Steven J. McGinn

APPROVED AS TO
Available funds
By: [Signature] Date: 1/27/20
By: [Signature]
1st Dep. **RICHARDA RAMOS**
DEPUTY TOWN COMPTROLLER

MICHAEL
COMPTROLLER

1/9/20
Katrina R. Brady
TOWN OF HEMPSTEAD

Doc. No. 19-040
January 2, 2020

APPROVED AS TO TOWN
[Signature]
Town Attorney
Dated: 1/9/2020

APPROVED
[Signature]
DIRECTOR OF PURCHASING
1/9/2020

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING A CONTRACT
BETWEEN THE TOWN OF HEMPSTEAD
AND NORTH SHORE ARCHITECTURE
AND INTERIORS, TO PROVIDE PROFESSIONAL
SERVICES IN CONNECTION WITH THE
COMMUNITY DEVELOPMENT PROGRAMS
WITHIN THE TOWN OF HEMPSTEAD.**

WHEREAS, the Town of Hempstead is operating a Community Development Program in cooperation with the Nassau County Urban County Consortium, which Community Development Program is receiving financial assistance from the U.S. Department of Housing and Urban Development under the provisions of the Housing and Community Development Act of 1974, as amended; and

WHEREAS, the Department of Planning and Economic Development requires the services of an architect to provide professional services and other necessary data with respect to the Community Development Program of the Town of Hempstead; and

WHEREAS, to satisfy this need, the Commissioner of the Department of Planning and Economic Development published Requests for Proposals, framed in accordance with the requirements of the United States Department of Housing and Urban Development, in a widely read newspaper; and

WHEREAS, the R.F.P process resulted in responses being submitted to the Department of Planning and Economic Development; and

WHEREAS, the Commissioner of the Department of Planning and Economic Development has advised this Town Board that the R.F.P. response was acceptable and that NORTH SHORE ARCHITECTURE AND INTERIORS, with offices located at 41 Onderdonk Avenue, Manhasset, New York 11030 are qualified to provide architectural services and other necessary data in connection with authorized Community Development Projects on the required timely basis and recommends the retention of the firm; and

WHEREAS, this Town Board deems it to be in the public interest to retain the firm for the stated purpose.

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board authorizes the Commissioner of the Department of Planning and Economic Development to execute a contract for professional services by and between the Town of Hempstead and NORTH SHORE ARCHITECTURE AND INTERIORS for a term beginning January 1, 2020 and ending December 31, 2020 or upon completion of the project, for an amount not to exceed the sum of TWENTY THOUSAND and 00/100 (\$20,000.00) Dollars, exclusive of disbursements, subject to an option in favor of the Town to extend the term of the contract by up to one year, and subject to an option in favor of the Town to increase the base cap on the contract by up to TWENTY THOUSAND and 00/100 (\$20,000.00) DOLLARS, all, nevertheless, in the sole discretion of the Town Board, the exercise of which shall be done by Town Board Resolution duly adopted at a regularly scheduled public meeting of the Town Board, pursuant to the terms and conditions of said contract for professional services.

Item # 21

Case # 28126

CONTRACT FOR PROFESSIONAL SERVICES
By and Between
TOWN OF HEMPSTEAD
and
NORTH SHORE ARCHITECTURE AND INTERIORS

AGREEMENT made the _____ day of _____, 2019 by and between the TOWN OF HEMPSTEAD (hereinafter called the "Town"), a domestic municipal corporation having its principal office at One Washington Street, Hempstead, New York 11550 and NORTH SHORE ARCHITECTURE AND INTERIORS, (hereinafter called "Consultant") with offices at 41 Onderdonk Avenue, Manhasset, New York 11030.

WITNESSETH THAT:

WHEREAS, the Town of Hempstead sponsors a Community Development Block Grant Program in cooperation with the Nassau County Urban Consortium, administered by the Department of Planning and Economic Development; and

WHEREAS, the Commissioner of the Department of Planning and Economic Development of the Town of Hempstead recommends that a consulting architect be retained to perform professional services in connection with the planning and implementation of community development projects, and further recommends that the cost and disbursements relating to said professional services be charged to the appropriate community development account; and

WHEREAS, the Commissioner, after soliciting, receiving and reviewing proposals from various firms, has recommended that NORTH SHORE ARCHITECTURE AND INTERIORS, having its principal office at 41 Onderdonk Avenue, Manhasset, NY 11030, be retained to provide the aforementioned professional services; and

WHEREAS, the Town desires to engage the architectural consulting firm to render certain assistance in connection with its Community Development Program.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. **EMPLOYMENT OF CONSULTANT**

The Town hereby engages the Consultant and the Consultant hereby agree to perform the professional services hereinafter set forth.

2. **AREA COVERED**

The Consultant shall perform all the services authorized under this Agreement in relation to the program within the unincorporated area of the Town of Hempstead.

3. **SCOPE OF SERVICES**

The Consultant shall perform the services provided for in the Agreement in a satisfactory and prompt manner, in accordance with the applicable requirements of the Housing and Community Development Act of 1974, and the provisions of the Affordable Housing Act of 1990, as amended, HUD regulations on Community Development Block Grants as published in the Federal Register and other relevant local, state and federal laws.

Such services shall include, but are not necessarily limited to:

Provide consulting services as specifically requested by the Town on a case by case basis pursuant to the Request for Proposal (RFP) incorporated by reference into the contract as Exhibit "A".

4. TIME AND METHOD OF PERFORMANCE

The service of the Architect shall be provided for a term beginning January 1, 2020 and ending December 31, 2020 or upon completion of the project. The Town, in its sole discretion, reserves the right to extend the term of this contract by up to one year but only upon delivery of a contract duly executed by the Commissioner of the Department of Planning and Economic Development. Services shall be performed and costs shall be incurred only at the request of the Commissioner of the Department of Planning and Economic Development or designee. Extension of the term may only be accomplished by Town Board Resolution, duly adopted by the Town Board at a regularly scheduled meeting of said Board.

5. COMPENSATION AND METHOD OF PAYMENT

The Town shall pay the Consultant a fee in accordance with the Schedule of Fees attached and made a part of this Contract as Exhibit "B". Payments shall be made upon receipt by the Town of a requisition for payment from the Consultant specifying the time worked and specifying that he has performed the authorized work as requested by the Town and that he is entitled to receive the amount requisitioned under the terms of the Agreement.

The Town, prior to making payment, shall determine that the fees claimed are in accordance with the fee established in this Agreement, and that the work has been performed satisfactorily.

Funds will be charged against the appropriate Department of Planning and Economic Development Community Development Account up to the amount authorized by resolution of the Hempstead Town Board, currently said authorized amount shall not exceed Twenty Thousand (\$20,000.00) Dollars, from January 1, 2020 to December 31, 2020. The Town, in its sole discretion, reserves the right to increase the cap by up to Twenty Thousand (\$20,000.00) Dollars, and extend the term of the contract by up to one year, said option to be exercised only by Town Board Resolution duly executed by the Town Board at a regularly scheduled meeting thereof.

All claims for payment shall be submitted on a monthly basis on claim forms furnished by the Town Comptroller, and certified as approved by the Commissioner of the Department of Planning and Economic Development. The Commissioner reserves the right to disapprove any claim or portion thereof which is submitted more than ninety (90) days from the date the expense was incurred. The Commissioner also reserves the right, in his sole discretion, to disapprove any claim or portion thereof where there is an inadequate showing that the work invoiced has not been performed.

6. TERMINATION

This Agreement may be terminated at any time by the Town. In the event of termination, the only obligation to the Consultant shall be for services and costs incurred to the date of receipt by the Consultant of a notice of termination.

7. NON-DISCRIMINATION

A. The Consultant will not discriminate against any employee or applicant for Employment because of race, creed, color or national origin. The Consultant will take affirmative action to insure that applicants are employed and that employees are treated equally during employment without regard to their race, creed, color or national origin.

Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and the Architect agrees to post in conspicuous places, available to Employees and applicants for employment: notices to be provided by the Town setting forth the provision of this non-discrimination clause.

B. In all solicitations or advertisements for employees placed by or on behalf of the Architect, the words "Equal Opportunity Employer" shall appear in type twice as large as that used in body of the advertisement.

8. TERMS AND CONDITIONS

This Agreement is subject to and incorporates the provisions attached hereto as Part II - "Terms and Conditions" dated 1/80. In said Part II the Town is referred to as the "Municipality".

9. OTHER PROVISIONS

As a condition of this Agreement, the Consultant will not engage in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in conducting any activity resulting from this Agreement.

IN WITNESS WHEREOF, the parties have duly executed this agreement as of the above written date.

TOWN OF HEMPSTEAD

APPROVED AS TO
Available funds
By: [Signature] Date: 1/22/20
[Signature]
RICHARD A. RAMOS
DEPUTY TOWN COMPTROLLER
[Signature] 1/22/20

By: _____
Deputy Commissioner

**NORTH SHORE ARCHITECTURE
AND INTERIORS**
41 ONDERDONK AVE
MANHATTAN NY 11030

By: [Signature]

APPROVED
[Signature]
DIRECTOR OF PURCHASING
1/21/2020

1/9/20
[Signature]
DEPT. OF PLANNING & ECONOMIC DEVELOPMENT

Doc. No. 29-4497 LZ NYF 0202
January 2, 2020

TOWN OF HEMPSTEAD
TOWN CLERK

APPROVED AS TO FORM
[Signature]
SENIOR DEPUTY TOWN ATTORNEY
DATE 1/10/2020

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING A CONTRACT
BETWEEN THE TOWN OF HEMPSTEAD
AND VHB ENGINEERING, SURVEYING,
LANDSCAPE ARCHITECTURE AND
GEOLOGY, P.C. (VHB) TO PROVIDE
PROFESSIONAL SERVICES IN CONNECTION
WITH THE COMMUNITY DEVELOPMENT
PROGRAMS OF THE TOWN OF HEMPSTEAD**

WHEREAS, the Town of Hempstead is operating a Community Development Program in cooperation with the Nassau County Urban Consortium, which Community Development Program is receiving financial assistance from the U.S. Department of Housing and Urban Development under the provisions of the Housing and Community Development Act of 1974, as amended; and

WHEREAS, the Department of Planning and Economic Development required the services of a land use planning firm to provide planning and other necessary data with respect to the implementation of community development projects; and

WHEREAS, to satisfy this need, the Commissioner of the Department of Planning and Economic Development published Requests for Proposals, framed in accordance with the requirements of the United States Department of Housing and Urban Development, in a widely spread newspaper; and

WHEREAS, the R.F.P. process resulted in two (2) responses being submitted to the Department of Planning and Economic Development; and

WHEREAS, the Commissioner of the Department of Planning and Economic Development has advised this Town Board that the R.F.P. response was acceptable and that VHB ENGINEERING, SURVEYING, LANDSCAPE ARCHITECTURE AND GEOLOGY, P.C. (VHB), with offices at 50 Main Street – Suite 360, White Plains, NY 10606, is qualified to provide land use planning and other necessary data in connection with the authorized Community Development Projects on the required timely basis and recommends the retention of the firm; and

WHEREAS, this Town Board deems it to be in the public interest to retain the firm for the stated purpose.

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board authorizes the Commissioner of the Department of Planning and Economic Development to execute a contract for professional services by and between the Town of Hempstead and VHB ENGINEERING, SURVEYING, LANDSCAPE ARCHITECTURE AND GEOLOGY, P.C. (VHB), for a term beginning January 1, 2020 ending December 31, 2020, or upon completion of project, not to exceed the sum of ONE HUNDRED THOUSAND and 00/100 (\$100,000.00) DOLLARS, exclusive of disbursements, subject to an option in favor of the Town to extend the term of the contract up to one year, and subject to an option in favor of the Town to increase the base cap on the contract by up to ONE HUNDRED THOUSAND and 00/100 (\$100,000.00) Dollars. All, nevertheless, in the sole discretion of the Town Board, the exercise of which shall be done by Town Board Resolution duly

Item #

22

Case #

28537

CONTRACT FOR PROFESSIONAL SERVICES

By and Between

TOWN OF HEMPSTEAD

and

VHB ENGINEERING, SURVEYING, LANDSCAPE
ARCHITECTURE AND GEOLOGY, P.C. (VHB)

AGREEMENT made the _____ day of _____, 2019 by and between the TOWN OF HEMPSTEAD (hereinafter called the "Town"), a domestic municipal corporation having its principal office at One Washington Street, Hempstead, New York and VHB ENGINEERING, SURVEYING, LANDSCAPE ARCHITECTURE AND GEOLOGY, P.C. (VHB), Consultants (hereinafter called "Consultants"), with offices at 50 Main Street - Suite 360, White Plains, NY 10606.

WITNESSETH

WHEREAS, the Town of Hempstead sponsors a Community Development Block Grant Program in cooperation with the Nassau County Urban Consortium, administered by the Department of Planning and Economic Development; and

WHEREAS, the Commissioner of the Department of Planning and Economic Development of the Town of Hempstead recommends that a consultant be retained to perform professional services in connection with the planning and implementation of community development projects, and further recommends that the cost and disbursements relating to said professional services be charged to the appropriate community development account; and

WHEREAS, the Commissioner, after soliciting, receiving and reviewing three (3) proposals from various firms, has recommended that the consultant firm of VHB ENGINEERING, SURVEYING, LANDSCAPE ARCHITECTURE AND GEOLOGY, P.C. (VHB), having its principal office at 50 Main Street – Suite 360, White Plains, NY 10606, be retained to provide the aforementioned professional services; and

WHEREAS, the Town desires to engage the consulting firm to render certain assistance in connection with its Community Development Program.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. EMPLOYMENT OF CONSULTANTS

The Town hereby engages the Consultant and the Consultant hereby agrees to perform the professional services hereinafter set forth.

2. AREA COVERED

The Consultant shall perform all the services authorized under this Agreement in relation to the program within the unincorporated area of the Town of Hempstead.

3. SCOPE OF SERVICES

The Consultant shall perform the services provided for in the Agreement in a satisfactory and prompt manner, in accordance with the applicable requirements of the Housing and Community Development Act of 1974, and the provisions of the Affordable Housing Act of 1990, as amended, HUD regulations on Community Development Block Grants as published in the Federal Register and other relevant local, state and federal laws.

Such services shall include, but are not necessarily limited to:

Provide consulting services as specifically requested by the Town on a case by case basis pursuant to the Request for Proposal (RFP) incorporated by reference into this contract as Schedule "A" and Schedule "B" is respondent's Proposal with fee information, also attached hereto and made a part of this contract.

4. TIME AND METHOD OF PERFORMANCE

The service of the Title Company shall be provided for a term beginning January 1, 2020 and ending December 31, 2020, or upon completion of project. The Town, in its sole discretion, reserves the right to extend the term of this contract for up to one year, but only upon delivery of a contract duly executed by the Commissioner of the Department of Planning and Economic Development. Services shall be performed and costs shall be incurred only at the request of the Commissioner of the Department of Planning and Economic Development or designee. Extension of the term may only be accomplished by Town Board Resolution, duly adopted by the Town Board at a regularly scheduled meeting of said Board.

5. COMPENSATION AND METHOD OF PAYMENT

The Town shall pay the Consultant a fee in accordance with the Schedule of Fees attached and made a part of this Contract as Schedule "B". Payments shall be made upon receipt by the Town of a requisition for payment from the Consultant specifying the time worked and specifying that he has performed the authorized work as requested by the Town and that he is entitled to receive the amount requisitioned under the terms of the Agreement.

The Town, prior to making payment, shall determine that the fees claimed are in accordance with the fee schedule established in this Agreement, and that the work has been performed satisfactorily.

Funds will be charged against the appropriate Department of Planning and Economic Development's Community Development Account up to the amount authorized by resolution of the Hempstead Town Board, currently said authorized amount is One Hundred Thousand (\$100,000.00) Dollars from January 1, 2020 to December 31, 2020. The Town, in its sole discretion, reserves the right to increase the cap by up to \$100,000.00, and extend the term of the contract by up to one year, said option to be exercised only by Town Board Resolution duly enacted by the Town Board at a regularly scheduled meeting thereof.

All claims for payment shall be submitted on a monthly basis on claim forms furnished by the Town Comptroller, and certified as approved by the Commissioner of the Department of Planning and Economic Development. The Commissioner reserves the right to disapprove any claim or portion thereof which is submitted more than ninety (90) days from the date the expense was incurred. The Commissioner also reserve the right, in his sole discretion, to disapprove any claim or portion thereof where there is an inadequate showing that the work invoiced has not been performed.

6. TERMINATION

This Agreement may be terminated at any time by the Town. In the event of termination, the only obligation to the Consultant shall be for services and costs incurred to the date of receipt by the Consultant of a notice of termination.

7. TERMS AND CONDITIONS

This agreement is subject to and incorporates the provisions attached hereto as Part II - "Terms and Conditions" dated 1/80. In said Part II the Town is referred to as the "Municipality".

8. OTHER PROVISIONS

As a condition of this Agreement, the Consultant will not engage in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in conducting any activity resulting from this Agreement.

IN WITNESS WHEREOF, the parties have duly executed this agreement as of the above written date.

TOWN OF HEMPSTEAD

By: _____

Deputy Commissioner

VHB ENGINEERING, SURVEYING,
LANDSCAPE ARCHITECTURE AND
GEOLOGY, P.C. (VHB)

By: *[Signature]*

APPROVED
DATE 1/17/20
Katrina R. Brody
CONSULTANT
DEPT. OF PLANNING AND ECONOMIC DEVELOPMENT

APPROVED AS TO
Available funds
By *[Signature]* Date 1/22/20
[Signature]
Dep. **RICHARD A. RAMOS**
DEPUTY TOWN COMPTROLLER

APPROVED AS TO FORM
Charles O. Heine
SENIOR DEPUTY TOWN ATTORNEY
DATE 1/17/2020

[Signature]
MICHAEL J. OF
COMPTROLLER
BUDGET
1/22/20

APPROVED
[Signature]
DIRECTOR OF PURCHASING
1/21/2020

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING A
CONTRACT BETWEEN THE TOWN
OF HEMPSTEAD AND KAS CONSULTING
TO PROVIDE CONSULTING SERVICES
RELATED TO THE IMPLEMENTATION
OF ONGOING AND FEDERALLY FUNDED
COMMUNITY DEVELOPMENT PROJECTS**

WHEREAS, the Town of Hempstead sponsors a Community Development Block Grant Program in cooperation with the Nassau County Urban Consortium, administered by the Department of Planning and Economic Development; and

WHEREAS, the Commissioner of the Department of Planning and Economic Development recommends that a consultant be retained to support community relations activities and perform other services in connection with the planning and implementation of community development projects. The aforementioned consulting services constitute professional services, and recommends that the cost and disbursements relating to said professional services be charged to the appropriate community development account; and

WHEREAS, the Commissioner, after soliciting, receiving and reviewing eight (8) proposals, has recommended that the consulting firm of KAS CONSULTING, having her principal office at 333 East Broadway – 1D, Long Beach, NY 11561, be retained to provide the aforementioned services; and

WHEREAS, the Town Board deems KAS CONSULTING, to be duly qualified to perform the aforementioned work and that the use of the aforementioned firm is an appropriate and necessary expense and further that it serves the public interest.

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board authorizes the Commissioner of the Department of Planning and Economic Development be and hereby is authorized to execute a contract for professional services by and between the Town of Hempstead and KAS CONSULTING, in connection with the planning and implementation of community development projects, beginning January 1, 2020 and ending December 31, 2020 or upon completion of assignment, for an amount not to exceed the sum of TWENTY THOUSAND and 00/100 (\$20,000.00) DOLLARS, exclusive of disbursements, subject to an option in favor of the Town to extend the term of the contract up to one year, and subject to an option in favor of the Town to increase the base cap on the contract by up to Twenty Thousand and 0/100 (\$20,000.00) Dollars, all, nevertheless, in the sole discretion of the Town Board, the exercise of which shall be done by Town Board Resolution duly adopted at a regularly scheduled public meeting of the Town Board, pursuant to the terms and conditions of said contract for professional services.

BE IT FURTHER RESOLVED, that the Town Board authorizes and directs the Comptroller to pay costs in accordance with this contract not to exceed TWENTY THOUSAND and 00/100 (\$20,000.00) Dollars from the appropriate Planning and Economic Development Account.

Item #

23

Case #

29014

CONTRACT FOR PERSONAL SERVICES

**By and Between
TOWN OF HEMPSTEAD
and
KAS CONSULTING**

AGREEMENT, made the *26th* day of *November*, 2019 by and between the TOWN OF HEMPSTEAD, (hereinafter called the "Town"), a domestic municipal corporation having its principal office at One Washington Street, Hempstead, New York and KAS CONSULTING, (hereinafter called "Consultant") having its principal office at 333 East Broadway – 1D, Long Beach, NY 11561.

WITNESSETH:

WHEREAS, the Town of Hempstead sponsors a Community Development Block Grant Program in cooperation with the Nassau County Urban Consortium, administered by the Department of Planning and Economic Development; and

WHEREAS, the Commissioner of the Department of Planning and Economic Development of the Town of Hempstead deems it desirable and necessary to obtain the services of a Consultant for the purpose of rendering the Department of Planning and Economic Development certain technical advice and professional services; and

WHEREAS, the Commissioner, after soliciting, receiving and reviewing eight (8) proposals, has recommended KAS CONSULTING, having its principal office at 333 East Broadway – 1D, Long Beach, NY 11561, be retained to provide the aforementioned professional services; and

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

WHEREAS, the services of the Consultant for such proposed work constitutes professional services:

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF SERVICES

Subject to the direction and control of the Commissioner of the Department of Planning and Economic Development of the Town, the Consultant agrees to perform all required services in connection with media contact, community relations and government relations.

2. NATURE OF THE SERVICES

The nature of the services to be performed by the Consultant on these assignments shall be such as the Commissioner of the Department of Planning and Economic Development of the Town may require and direct but shall generally include but are not necessarily limited to the following:

- A.. Provide consultation and develop strategies to support community activities in connection with the planning and implementation of certain relations individual Community Development rehabilitation and revitalization projects.
- B. Provide consultation and draft responses to constituent information Requests.
- C. Provide consulting services as specifically requested by the Town on a case to case basis pursuant to the Request for Proposal (RFP) incorporated into this contract as Schedule "A" and Schedule "B"

is respondent's Proposal with fee information, also attached hereto and made a part of this contract.

3. COMPENSATION

- A. The Town shall pay the Consultant a fee in accordance with the fee schedule attached and made a part of this Contract as Schedule "B". Payments shall be made upon receipt by the Town of a requisition for payment from the Consultant specifying the time worked and specifying that he has performed the authorized work as requested by the Town and that he is entitled to receive the amount requisitioned under the terms of the Agreement.

Funds will be charged against the appropriate Department of Planning and Economic Development Community Development Account up to the amount authorized by resolution of the Hempstead Town Board currently said authorized amount is Twenty Thousand and 00/100 (\$20,000.00) Dollars from January 1, 2020 to December 31, 2020. The Town, in its sole discretion reserves the right to increase the cap by up to Twenty Thousand and 00/100 (\$20,000.00) Dollars, and extend the term of the contract by up to one year, said option to be exercised only by Town Board Resolution duly enacted by the Town Board at a regularly scheduled meeting thereof.

- B. All claims for payment shall be submitted on a monthly basis on claim forms furnished by the Town Comptroller and certified as approved by the Commissioner of the Department of Planning and Economic Development.

The Commissioner of the Department of Planning and Economic Development reserves the right to disapprove any claim or portion thereof which is submitted more than ninety (90) days from the date the expense was incurred.

- C. The Consultant agrees that he will comply with any and all applicable provisions of the Laws of the State of New York and of the Town and agrees, in the event of the Consultant's negligent acts, errors or omissions, to be responsible for and save the Town harmless from any and all claims, damages, costs and expenses arising from the performance of the work as provided by this agreement, including damage to person or property, and the defense settlement or satisfaction of such claims.
- D. In addition to the foregoing services performed by the Consultant, the Town may also utilize the services of the Consultant on work not specifically described herein. The nature and scope of such special services shall be described in a letter from the Commissioner directing her to proceed with any work as may be authorized by the Town Board.
- E. The Consultant shall secure compensation for the benefit of and keep said insurance during the life of this agreement in compliance with the provisions of the Workman's Compensation Law. This Agreement shall be void and of no effect unless such compensation is secured.
- F. Since it is intended to secure the services of KAS CONSULTING, as a consultant, this contract will not be assigned, sublet or transferred without the written consent of the Town.

4. GENERAL

- A. The services to be performed by the Consultant shall, at all times be subject to the direction and control of the Commissioner of the Department of Planning and Economic Development of the Town, as to all matters arising out of or in connection with or relating to this contract. The Commissioner of the Department of Planning and Economic Development shall in all cases determine the amount, quality and acceptability and fitness of the work being performed, under the provisions of this contract on the part of the Consultant.
- B. The Town or Consultant shall have the right to terminate this contract without cause upon ten days notice and the Consultant shall be entitled to fees earned and disbursements incurred up to the date of termination.
- C. This contract shall be effective for a term beginning January 1, 2020 and ending December 31, 2020, or upon completion of project, but only upon delivery of a contract, duly executed by the Commissioner of the Department of Planning and Economic Development.

5. NON-DISCRIMINATION

- A. The Consultant will not discriminate against any employee or with reference, but not limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and the Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Town setting forth the provisions of this non-discrimination clause.
- B. In all solicitations or advertisements for employees placed by or on behalf of the Consultant, the words "Equal Opportunity Employer" shall appear in type twice as large as that used in body of the advertisement.

6. TERMS AND CONDITIONS

This agreement is subject to and incorporates the provisions attached hereto as Part II - "Terms and Conditions," as prescribed by the US. Department of Housing and Urban Development (HUD) for Federal participation in Community Development funding.

IN WITNESS WHEREOF, the parties have duly executed this agreement as of the

MICHAEL J. G...
COMPTROLLER
BUDGET

By [Signature] Date 1/21/20
RICHARD A. RAMOS
DEPUTY TOWN COMPTROLLER

TOWN OF HEMPSTEAD

By: _____
Deputy Commissioner

APPROVED
[Signature]
DIRECTOR OF PURCHASING
1/21/2020

KAS CONSULTING
By: [Signature]
Kathy A. Sefchek
Principal

Doc. No. 19-042
January 2, 2020

28 JAN 27 11:28 AM '20

APPROVED AS TO FORM
Charles O. Heine
SENIOR DEPUTY TOWN ATTORNEY
DATE 1/10/2020

TOWN OF HEMPSTEAD
[Signature]
CLERK

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING A CONTRACT
BETWEEN THE TOWN OF HEMPSTEAD AND
VISION ACCOMPLISHED, INC., TO PROVIDE
CONSULTING SERVICES RELATED TO THE
IMPLEMENTATION OF ONGOING AND
FEDERALLY FUNDED COMMUNITY DEVELOPMENT
PROJECTS**

WHEREAS, the Town of Hempstead sponsors a Community Development Block Grant Program in cooperation with the Nassau County Urban Consortium, administered by the Department of Planning and Economic Development; and

WHEREAS, the Commissioner of the Department of Planning and Economic Development recommends that a consultant be retained to support community relations activities and perform other services in connection with the planning and implementation of community development projects. The aforementioned consulting services constitute professional services, and recommends that the cost and disbursements relating to said professional services be charged to the appropriate community development account; and

WHEREAS, the Commissioner, after soliciting, receiving and reviewing eight (8) proposals, has recommended that the consulting firm of VISION ACCOMPLISHED, INC., having their principal office at 66 Virginia Avenue, Plainview, New York 11803, be retained to provide the aforementioned services; and

WHEREAS, the Town Board deems VISION ACCOMPLISHED, INC., to be duly qualified to perform the aforementioned work and that the use of the aforementioned firm is an appropriate and necessary expense, and further that it serves the public interest; and

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board authorizes the Commissioner of the Department of Planning and Economic Development to execute a contract for professional services by and between the Town of Hempstead and VISION ACCOMPLISHED, INC., in connection with the planning and implementation of community development projects, beginning January 1, 2020 and ending December 31, 2020 or upon completion of assignment, for an amount not to exceed the sum of TWENTY THOUSAND and 00/100 (\$20,000.00) DOLLARS, exclusive of disbursements. This contract is subject to an option in favor of the Town to extend the term of the contract up to one year, and subject to an option in favor of the Town to increase the base cap on the contract by up to TWENTY THOUSAND and 00/100 (\$20,000.00) Dollars, all, nevertheless, in the sole discretion of the Town Board, the exercise of which shall be done by Town Board Resolution duly adopted at a regularly scheduled public meeting of the Town Board, pursuant to the terms and conditions of said contract for professional services.

BE IT FURTHER RESOLVED, that the Town Board authorizes and directs the Comptroller to pay costs in accordance with this contract not to exceed TWENTY THOUSAND and 00/100 (\$20,000.00) Dollars from the appropriate Planning and Economic Development Account.

Item #

24

Case #

27932

CONTRACT FOR PERSONAL SERVICES

By and Between
TOWN OF HEMPSTEAD
And
VISION ACCOMPLISHED

AGREEMENT, made the day of , 2019 by and between the TOWN OF HEMPSTEAD, (hereinafter called the "Town"), a domestic municipal corporation having its principal office at One Washington Street, Hempstead, New York and **VISION ACCOMPLISHED**, , (hereinafter called "Consultant") having its principal office at 66 Virginia Avenue, Plainview, New York 11803.

WITNESSETH:

WHEREAS, the Town of Hempstead sponsors a Community Development Block Grant Program in cooperation with the Nassau County Urban Consortium, administered by the Department of Planning and Economic Development; and

WHEREAS, the Commissioner of the Department of Planning and Economic Development of the Town of Hempstead deems it desirable and necessary to obtain the services of a Consultant for the purpose of rendering the Department of Planning and Economic Development certain technical advice and professional services; and

WHEREAS, the Commissioner, after soliciting, receiving and reviewing eight (8) proposals, has recommended **VISION ACCOMPLISHED**, having its principal office at 66 Virginia Avenue, Plainview, New York 11803, be retained to provide the aforementioned professional services; and

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

WHEREAS, the services of the Consultant for such proposed work constitutes professional services:

NOW, THEREFORE, THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

1. SCOPE OF SERVICES

Subject to the direction and control of the Commissioner of the Department of Planning and Economic Development of the Town, the Consultant agrees to perform all required services in connection with media contact, community relations and government relations.

2. NATURE OF THE SERVICES

The nature of the services to be performed by the Consultant on these assignments shall be such as the Commissioner of the Department of Planning and Economic Development of the Town may require and direct but shall generally include but are not necessarily limited to the following:

- A. Provide consultation and develop strategies to support community relations activities in connection with the planning and implementation of certain individual Community Development rehabilitation and revitalization projects.
- B. Provide consultation and draft responses to constituent information requests.

- C. Provide consulting services as specifically requested by the Town on a case to case basis pursuant to the Request for Proposal (RFP) incorporated into this contract as Schedule "A" and Schedule "B" is respondent's Proposal with fee information, also attached hereto and made a part of this contract.

3. COMPENSATION

- A. The Town shall pay the Consultant a fee in accordance with the fee schedule attached and made a part of this Contract as Schedule "B". Payments shall be made upon receipt by the Town of a requisition for payment from the Consultant specifying the time worked and specifying that he has performed the authorized work as requested by the Town and that he is entitled to receive the amount requisitioned under the terms of the Agreement.
- Funds will be charged against the appropriate Department of Planning and Economic Development Community Development Account up to the amount authorized by resolution of the Hempstead Town Board currently said authorized amount is TWENTY Thousand and 00/100 (\$20,000.00) Dollars from January 1, 2020 to December 31, 2020. The Town, in its sole discretion, reserves the right to increase the cap by up to TWENTY Thousand and 00/100 (\$20,000.00) Dollars, and extend the term of the contract by up to one year, said option to be exercised only by Town Board Resolution duly enacted by the Town Board at a regularity scheduled meeting thereof.
- B. All claims for payment shall be submitted on a monthly basis on claim forms furnished by the Town Comptroller and certified as approved by the Commissioner of the Department of Planning and Economic Development.
- The Commissioner of the Department of Planning and Economic Development reserves the right to disapprove any claim or portion thereof which is submitted more than ninety (90) days from the date the expense was incurred.
- C. The Consultant agrees that he will comply with any and all applicable provisions of the Laws of the State of New York and of the Town and agrees, in the event of the Consultant's negligent acts, errors or omissions, to be responsible for and save the Town harmless from any and all claims, damages, costs and expenses arising from the performance of the work as provided by this agreement, including damage to person or property, and the defense settlement or satisfaction of such claims.
- D. In addition to the foregoing services performed by the Consultant, the Town may also utilize the services of the Consultant on work not specifically described herein. The nature and scope of such special services shall be described in a letter from the Commissioner directing them to proceed with any work as may be authorized by the Town Board.
- E. The Consultant shall secure compensation for the benefit of and keep said insurance during the life of this agreement in compliance with the provisions of the Workman's Compensation Law. This Agreement shall be void and of no effect unless such compensation is secured.

- F. Since it is intended to secure the services of VISION ACCOMPLISHED, as a consultant, this contract will not be assigned, sublet or transferred without the written consent of the Town.

4. GENERAL

- A. The services to be performed by the Consultant shall, at all times be subject to the direction and control of the Commissioner of the Department of Planning and Economic Development of the Town, as to all matters arising out of or in connection with or relating to this contract. The Commissioner of the Department of Planning and Economic Development shall in all cases determine the amount, quality and acceptability and fitness of the work being performed, under the provisions of this contract on the part of the Consultant.
- B. The Town or Consultant shall have the right to terminate this contract without cause upon ten days notice and the Consultant shall be entitled to fees earned and disbursements incurred up to the date of termination.
- C. This contract shall be effective for a term beginning January 1, 2020 and ending December 31, 2020, or upon completion of project, but only upon delivery of a contract, duly executed by the Commissioner of the Department of Planning and Economic Development.

5. NON-DISCRIMINATION

- A. The Consultant will not discriminate against any employee or applicant for employment because of race, creed, color or national origin. The Consultant will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, creed, color or national origin. Such action shall be taken, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and the Consultant agrees to post in conspicuous places, available to Employees and applicants for employment, notices to be provided by the Town setting forth the provisions of this non-discrimination clause.
- B. In all solicitations or advertisements for employees placed by or on behalf of the Consultant, the words "Equal Opportunity Employer" shall appear in type twice as large as that used in body of the advertisement.

6. TERMS AND CONDITIONS

This agreement is subject to and incorporates the provisions attached hereto as Part II - "Terms and Conditions," as prescribed by the US. Department of Housing and Urban Development (HUD) for Federal participation in Community Development funding.

IN WITNESS WHEREOF, the parties have duly executed this agreement as of the above written date.

TOWN OF HEMPSTEAD

By: _____

Deputy Commissioner

VISION ACCOMPLISHED, INC.

By: Thomas V. Savino

Thomas V. Savino, Esq,
President

1/9/20
Katrina R. Brooks

APPROVED AS TO
Available funds
By: [Signature] Date 1/22/20
RICHARD A. TAVOS
DEPUTY TOWN COMPTROLLER

APPROVED AS TO FORM
Charles O. Heine
SENIOR DEPUTY TOWN ATTORNEY
DATE 1/10/2020

[Signature]
MICHAEL J. SCARFONE
1/22/20

Doc. No. 19-043
January 2, 2020

2020 JAN 27 A 11: 27
TOWN OF HEMPSTEAD
TOWN CLERK

APPROVED
[Signature]
DIRECTOR OF PURCHASING
1/21/2020

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING A CONTRACT BETWEEN THE TOWN OF HEMPSTEAD AND JOHN K. MOSS, P.C., ATTORNEY AT LAW, TO PROVIDE PROFESSIONAL SERVICES IN CONNECTION WITH URBAN RENEWAL PROJECTS RELATED TO THE IMPLEMENTATION OF FEDERALLY FUNDED COMMUNITY DEVELOPMENT ACTIVITIES.

WHEREAS, the Town of Hempstead sponsors a Community Development Block Grant Program in cooperation with the Nassau County Urban Consortium, administered by the Department of Planning and Economic Development; and

WHEREAS, the Commissioner of the Department of Planning and Economic Development recommends that an attorney be retained to perform professional services in connection with the planning and implementation of community development projects, and further recommends that the cost and disbursements relating to said professional services be charged to the appropriate community development account; and

WHEREAS, the Commissioner, after soliciting, receiving and reviewing six (6) proposals from various firms, has recommended that the law firm of JOHN K. MOSS, P.C., (Federal I.D. No. [REDACTED]), having their principal office at 100 Garden City Plaza, Garden City, New York 11530, be retained to provide the aforementioned professional services; and

WHEREAS, this Town Board deems the firm of JOHN K. MOSS, P.C., Attorney at Law, to be duly qualified to perform the aforesaid legal work and that the use of the aforementioned firm serves the public interest.

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board authorizes the Commissioner of the Department of Planning and Economic Development to execute a contract for professional services by and between the Town of Hempstead and JOHN K. MOSS, P.C., Attorneys at Law, for a term beginning January 1, 2020 and ending December 31, 2020 or upon completion of the assignment, not to exceed the sum of ONE HUNDRED THOUSAND (\$100,000.00) Dollars, exclusive of disbursements, subject to an option in favor of the Town to extend the term of the contract up to one year, and subject to an option in favor of the Town to increase the base cap on the contract by up to One Hundred Thousand (\$100,000.00) Dollars, all, nevertheless, in the sole discretion of the Town Board, the exercise of which shall be done by Town Board Resolution duly adopted at a regularly scheduled public meeting of the Town Board, pursuant to the terms and conditions of said contract for professional services.

BE IT FURTHER RESOLVED, that the Town Board authorizes and directs the Comptroller to pay costs in accordance with this contract not to exceed ONE HUNDRED THOUSAND (\$100,000.00) Dollars from the appropriate Planning and Economic Development Account.

Item #

25

Case #

24747

CONTRACT FOR PROFESSIONAL SERVICES

By and Between
TOWN OF HEMPSTEAD
and
JOHN K. MOSS, P.C.

AGREEMENT made the _____ day of _____, 2019, by and between the TOWN OF HEMPSTEAD (hereinafter called the "Town"), a domestic municipal corporation having its principal office at One Washington Street, Hempstead, New York and JOHN K. MOSS, P.C. (hereinafter called "Special Counsel"), with offices at 100 Garden City Plaza – Suite 203, Garden City, New York 11530.

WITNESSETH

WHEREAS, the Town of Hempstead sponsors a Community Development Block Grant Program in cooperation with the Nassau County Urban Consortium, administered by the Department of Planning and Economic Development; and

WHEREAS, the Commissioner of the Department of Planning and Economic Development of the Town of Hempstead recommends that several law firms be retained to perform professional services in connection with the planning and implementation of community development projects, and further recommends that the cost and disbursements relating to said professional services be charged to the appropriate community development account; and

WHEREAS, the Commissioner, after soliciting, receiving and reviewing six (6) proposals from various firms, has recommended that the law firm of JOHN K. MOSS, P.C., having their principal office at 100 Garden City Plaza – Suite 203, Garden City, New York 11530, be retained to provide the aforementioned professional services; and

WHEREAS, the Town desires to engage the Special Counsel to render certain assistance in connection with its Community Development Program.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. EMPLOYMENT OF SPECIAL COUNSEL

The Town hereby engages the Special Counsel and the Special Counsel hereby agrees to perform the professional services hereinafter set forth.

2. AREA COVERED

The Special Counsel shall perform all the services authorized under this Agreement in relation to the program within the unincorporated area of the Town of Hempstead.

3. SCOPE OF SERVICES

The Special Counsel shall perform the services provided for in the Agreement in a satisfactory and prompt manner, in accordance with the applicable requirements of the Housing and Community Development Act of 1974, and the provisions of the Affordable Housing Act of 1990, as amended, HUD regulations on Community

Development Block Grants as published in the Federal Register and other relevant local, state and federal laws.

Such services shall include, but are not necessarily limited to:

Provide legal services as specifically requested by the Town on a case by case basis pursuant to the Request for Proposal (RFP) incorporated by reference into this contract as Schedule "A" and Schedule "B" is respondent's Proposal with fee information, also attached hereto and made a part of this contract.

4. TIME AND METHOD OF PERFORMANCE

The service of the Special Counsel shall be provided for a term beginning January 1, 2020 and ending December 31, 2020 or the completion of project. The Town, in its sole discretion, reserves the right to extend the term of this contract by up to one year, but only upon delivery of a contract duly executed by the Commissioner of the Department of Planning and Economic Development. Services shall be performed and costs shall be incurred only at the request of the Commissioner of the Department of Planning and Economic Development or designee.

5. COMPENSATION AND METHOD OF PAYMENT

The Town shall pay the Special Counsel a fee in accordance with the Schedule of Fees attached and made part of this Contract as Schedule "B". Payments shall be made upon receipt by the Town of a requisition for payment from the Special Counsel specifying the time worked and specifying that they have performed the authorized work as requested by the Town and that they are entitled to receive the amount requisitioned under the terms of the Agreement.

The Town, prior to making payment, shall determine that the fees claimed are in accordance with the fee schedule established in this Agreement, and that the work has been performed satisfactorily.

Funds will be charged against the appropriate Department of Planning and Economic Development's Community Development Account up to the amount authorized by resolution of the Hempstead Town Board, currently said authorized amount is ONE HUNDRED THOUSAND (\$100,000.00) DOLLARS, from January 1, 2020 to December 31, 2020. The Town, in its sole discretion, reserves the right to increase the cap to up to \$100,000.00, and extend the term of the contract by up to one year, said option to be exercised only by Town Board Resolution duly enacted by the Town Board at a regularly scheduled meeting thereof.

All claims for payment shall be submitted on a monthly basis on claim forms furnished by the Town Comptroller, and certified as approved by the Commissioner of Planning and Economic Development. The Commissioner reserves the right to disapprove any claim or portion thereof which is submitted more than ninety (90) days from the date the expense was incurred. The Commissioner also reserves the right, in his sole discretion, to disapprove any claim or portion thereof where there is an inadequate showing that the work invoiced has not been performed.

6. TERMINATION

This Agreement may be terminated at any time by the Town. In the event of termination, the only obligation to the Special Counsel shall be for services and costs incurred to the date of receipt by the Special Counsel of a notice of termination.

7. TERMS AND CONDITIONS

This Agreement is subject to and incorporates the provisions attached hereto as Part II - "Terms and Conditions" dated 1/80. In said Part II the Town is referred to as the "Municipality".

8. OTHER PROVISIONS

As a condition of this Agreement, the Special Counsel will not engage in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in conducting any activity resulting from this Agreement.

IN WITNESS WHEREOF, the parties have duly executed this agreement as of the above written date.

TOWN OF HEMPSTEAD

By: _____

Deputy Commissioner

JOHN K. MOSS, P.C.
Attorney at Law

By: _____
Principal

APPROVED AS TO
Available funds
By: [Signature] Date: 1/22/20
[Signature]
Deputy Town Comptroller
RICHARD A. RAMOS
DEPUTY TOWN COMPTROLLER

[Signature] 1/22/20
MICHAEL J. CAPPELLO
COMPTROLLER IN CHIEF
BUDGET DIVISION

APPROVED AS TO FORM
DATE: 1/17/20
Katrina R. Paul G
DIRECTOR OF PURCHASING
DEPT. OF PLANNING AND ECONOMIC DEVELOPMENT

APPROVED AS TO FORM
Charles O. Heine
SENIOR DEPUTY TOWN ATTORNEY
DATE: 1/17/2020

APPROVED
[Signature]
DIRECTOR OF PURCHASING
1/21/2020

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION PURSUANT TO PRIVATE HOUSING FINANCE LAW §125 APPROVING AN APPLICATION TO THE COUNTY OF NASSAU FOR A TWENTY-FIVE (25) YEAR EXTENSION OF TAX EXEMPTION FOR PROPERTY WITHIN THE "GOLDEN AGE" RESIDENCE DISTRICT (GA) KNOWN AS THE MEADOWS AT MITCHEL FIELD AND OWNED BY THE MEADOWS REDEVELOPMENT COMPANY OWNERS CORP.

WHEREAS, the Meadows Redevelopment Company Owners Corp. has been duly organized as a mutual redevelopment company pursuant to Article 5 of the Private Housing Finance Law (PHFL) for the purposes of acquiring and operating a senior citizen moderate income cooperative housing project located at the northwest corner of Merrick Avenue and Front Street, East Meadow, New York, known as the Meadows of Mitchel Field, which site is currently designated on the Nassau County Land and Tax Map as Section 50, Block 599, Lots 1-9, 11-19, 21-29 and 31-37; and

WHEREAS, on March 7, 1995 by Resolution No. 247-1995 this Town Board, after a public hearing, rezoned the Project Property to "Golden Age GA District" effective June 3, 1995 and pursuant to Resolution No 301-1995 a Declaration of Restrictive Covenants were duly filed in the office of the Clerk of Nassau County at Deed Liber 10540 page 26 on May 15, 1995 which Declaration of Restrictive Covenants was supplemented by the Declaration of Restrictive Covenants dated January 2, 1996 and were duly filed in the Office of the Nassau County Clerk at Deed Liber 10618, page 845; and

WHEREAS, pursuant to Resolution No. 1109-1995 adopted October 17, 1995, the Town Board approved the Project Plans and the Project Property's entitlement to the tax exemption as provided in PHFL § 125 for twenty-five (25) years, which Project Property is currently designated on the Nassau County Land and Tax Map as Section 50, Block 599, Lots 1-9, 11-19, 21-29 and 31-37; and

WHEREAS, PHFL § 125.1(a) provides that said tax exemption may be extended for an additional twenty-five (25) years as set forth in PHFL § 125; and

WHEREAS, the Board of the Meadows at Mitchel Field will apply to the County of Nassau for said twenty-five (25) year extension; and

Item #

26

Case #

24007

WHEREAS, the Town Board has determined that the Meadows at Mitchel Field is operating in accordance with Article 5 of the Public Housing Law and recommends that the application be granted and that the tax exemption be properly extended for the additional twenty-five (25) years as provided in PHFL § 125; and

WHEREAS, it is in the public interest that the extension of the Meadows at Mitchel Field's tax exemption be granted and that the Town of Hempstead declare its support for such application,

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board authorizes and approves the application of the Meadows Redevelopment Company Owners Corp. to Nassau County for the extension of the twenty-five (25) year tax exemption for the Meadows at Mitchel Field for an additional twenty-five (25) years under PHFL § 125; and it is further

RESOLVED, that the Town Comptroller is authorized to execute any papers and documentation required to formally extend the said tax exemption for said additional twenty-five (25) years; and it is further

RESOLVED, that the Supervisor be and is hereby authorized to approve the application for the extension of the twenty-five (25) year tax exemption and to notify the Assessor of the County of Nassau and such other officials of the County of Nassau as may be required of the Town's support to extend the twenty-five (25) year tax exemption in accordance with PHFL § 125 and to take such other action as is appropriate to formally extend the twenty-five (25) year exemption pursuant to PHFL § 125 for the Project Property.

The foregoing resolution was adopted upon roll call as follows.

AYES:

NOES:

2020 JAN 27 A 11:31
TOWN OF HEMPSTEAD
TOWN CLERK

CASE NO.

RESOLUTION NO.

Adopted:

offered

the following resolution and moved its adoption:

RESOLUTION APPROVING SITE PLANS SUBMITTED BY WAYNE HAUGHTON ON BEHALF OF THE ACADEMY CHARTER SCHOOL IN CONNECTION WITH BUILDING APPLICATION #201901321 TO CONSTRUCT A TWO AND THREE STORY ADDITION TO THE EXISTING CHARTER SCHOOL WITH ASSOCIATED SITE IMPROVEMENTS LOCATED ON THE SOUTH EAST CORNER OF CHARLES LINDBERG BOULEVARD AND QUENTIN ROOSEVELT BOULEVARD, UNIONDALE, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, heretofore, Wayne Haughton, on behalf of The Academy Charter School has submitted an application bearing #201901321, to construct a two and three story addition to the existing charter school with associated site improvements located on the south east corner of Charles Lindberg Boulevard and Quentin Roosevelt Boulevard, Uniondale, 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 an Alignment Plan, dated January 22, 2019, last revised November 6, 2019, and bearing the seal of Gary M. Rodolitz, P.E., License # 55705, University of the State of New York, which site plans show the use, dimensions, types and locations of each of the buildings, structures, or other improvements existing or proposed to be installed, erected or altered upon the site shown and the provisions proposed to be made for the facilities and improvements required by said Section 305 to be shown; and

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

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

NOW THEREFORE, BE IT

RESOLVED, that the site plan submitted by Wayne Haughton and the Academy Charter School entitled Alignment Plan, dated January 22, 2019 and last revised November 6, 2019 and bearing the seal of Gary M. Rodolitz, P.E., License #55705, University of the State of New York, in connection with building application #201901321, to construct a two and three story addition to the existing charter school with associated site improvements located on the south east corner of Charles Lindberg Boulevard and Quentin Roosevelt Boulevard, Uniondale, 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 #

27

Case #

30179

CASE NO :

RESOLUTION NO :

ADOPTED :

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING PAYMENT FOR
2020 MEMBERSHIP TO NEW YORK STATE
ASSOCIATION OF TOWN SUPERINTENDENTS
OF HIGHWAYS, INC.

WHEREAS, the Commissioner of the Department of Highways, in the performance of his official function as Superintendent is required to become a member of various organizations; and

WHEREAS, New York State Association of Town Superintendents of Highways, Inc., 125 State Street, Albany, New York 12207, is one such organization; and

NOW THEREFORE, BE IT

RESOLVED, that the membership fee be approved for payment by the Department of Highways not exceeding \$200.00 (two hundred dollars and no cents) for a one year membership;

AND BE IT FURTHER

RESOLVED, that the total sum of \$200.00 (two hundred dollars and no cents) in the subject matter be a charge to the Fees and Services Account in the Department of Highways (041-003-5140-4151) and be paid to the above upon submission of a duly executed claim form approved by the Town Comptroller.

The foregoing Resolution was adopted upon role call as follows:

AYES:

NOES:

Item #

28

Case #

12673

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution

And moved its adoption:

RESOLUTION AUTHORIZING PAYMENT TO ISLAND TREES
VETERINARY HOSPITAL PLLC., HICKSVILLE, NEW YORK 11801
FOR MEDICAL BILL INCURRED AFTER THE EXPIRATION OF
AGREEMENT AND RESOLUTION #287-2016

WHEREAS, Resolution Number 287-2016 authorized an agreement with Island
Trees Veterinary Hospital PLLC., 451 New South Road, Hicksville, New York
11801 for off-site veterinary services to benefit animals from the Town's Animal
Shelter; and

WHEREAS, said agreement expired on March 8, 2019 with the Town; and

WHEREAS, Island Trees Veterinary Hospital PLLC., 451 New South Road,
Hicksville, New York 11801 performed medical services after the expiration of said
agreement in the total amount of \$430.95 (Four Hundred Thirty Dollars and Ninety
Five Cents); and

WHEREAS, the Commissioner of General Services deemed the services reasonable
and proper; and

WHEREAS, the monies in the amount of \$430.95 (Four Hundred Thirty Dollars
and Ninety Five Cents) is reasonable; and

NOW, THEREFORE, BE IT

RESOLVED, that the Comptroller be and is hereby authorized to make a one-time
payment for off-site veterinary services performed at Island Trees Veterinary Hospital
PLLC., 451 New South Road, Hicksville, New York 11801 in the total amount of
\$430.95 (Four Hundred Thirty Dollars and Ninety Five cents); and

BE IT FURTHER,

RESOLVED, that monies due and owing in conjunction with this agreement be
paid out of the Animal Shelter Health Account Number 010-002-3510-4900.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

29

Case #

21646

CASE NO.

RESOLUTION NO.

ADOPTED

offered the following resolution and moved its adoption:

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

WHEREAS, the Town Board of the Town of Hempstead at their meeting on December 11, 2018 adopted Resolution No. 1593-2018 awarding the Contract for the Restoration of Water Utility Trenches and Related Roadways Within the Boundaries of the Town of Hempstead, Nassau County, New York PW#29-18 to Bancker Construction Corp. for a period of one year commencing upon the execution of the contract, said contract being executed by the contractor on January 25, 2019; and

WHEREAS, at the time of bidding, said contract contained a provision allowing for the renewal of the contract for a second and third year at the prices bid without adjustment to the bid prices; and

WHEREAS, the Commissioner of the Department of Water has recommended to this Town Board that the Contract for the Restoration of Water Utility Trenches and Related Roadways Within the Boundaries of the Town of Hempstead, Nassau County, New York PW#29-18 be renewed in the amount of \$400,000.00 (four-hundred thousand dollar) for a one year period commencing January 25, 2020 and ending January 24, 2021 at the original prices bid without adjustment.

NOW, THEREFORE, BE IT

RESOLVED, that the contract with Bancker Construction Corp. 218 Blydenburgh Road, P.O. Box 970, Islandia, New York, for the Restoration of Water Utility Trenches and Related Work Items Within the Boundaries of the Town of Hempstead, Nassau County, New York PW#29-18, be renewed for a period of one year commencing January 25, 2020 and ending January 24, 2021; and BE IT FURTHER

RESOLVED, that the Comptroller is authorized and directed to pay properly submitted claims for work performed in accordance with the contract from the Water Department's 4635 account or the appropriate Water District's capital outlay account, total amount not to exceed \$400,000.00 during the period of one year commencing January 25, 2020 and ending January 24, 2021.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

30

Case #

17555

CASE NO.

RESOLUTION NO.

Adopted:

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

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

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

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the Town Attorney hereby is authorized to execute a consulting agreement with Philip R. Marino, 53 Burtis Street, Lynbrook, New York to provide necessary legal services for the period of January 1, 2020 through December 31, 2020, in an annual amount not to exceed \$70,000.00 to be paid from Town Attorney Legal Services Account No. 010-001-1420-4158; and be it further

RESOLVED, that this authorization shall constitute a limited exception to the Town's Procurement Policy and Procedures.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

31

Case #

19819

THIS AGREEMENT, made the _____ day of _____, 2020,
by and between the TOWN OF HEMPSTEAD, a municipal corporation,
having its principal offices at Hempstead Town Hall, One
Washington Street, Hempstead, New York (hereinafter referred
to as the "TOWN"), and PHILIP R. MARINO, having his principal
office at 53 Burtis Street, Lynbrook, New York, (hereinafter
referred to as the "CONSULTANT").

W I T N E S S E T H:

WHEREAS, the Town of Hempstead has determined that it is
necessary and desirable to retain the services of a consultant
for the Town of Hempstead Office of the Town Attorney; and

WHEREAS, Philip R. Marino, is by skill, training
and experience qualified to render such services.

NOW, THEREFORE, the parties hereto mutually agree as
follows:

1. Consultant, as an attorney with 36 years municipal
legal experience, shall provide advice on legal matters and
municipal management to the Office of the Town Attorney and
various departments within the Town.

2. Consultant shall provide such advice in areas,
including, but not limited to, government contracts,

competitive bidding, tort liability, land use and zoning, municipal real estate transactions (transfers, easements, leases), code enforcement, employment and general municipal affairs.

3. Consultant shall be available to attend meetings, in or out of town hall, when needed and when his schedule allows. The Consultant will establish, at his own discretion, his work schedule and determine the number of hours required to provide the services contemplated by this Agreement. The Consultant shall maintain a record of hours worked to be submitted to the Town Comptroller together with the required claim form or voucher for payment for services rendered.

4. In consideration of the services to be rendered by the Consultant under this agreement, the Town agrees to pay the Consultant the sum of \$75.00 per hour. The fee specified shall be paid, in an amount not to exceed \$70,000.00 per year, upon submission to the Town Comptroller of a properly executed and certified claim form, indicating the dates and number of hours worked by consultant.

It is understood and agreed that the fee set forth herein will be the only charge that shall be made by the Consultant,

and no extra or additional charges shall be made for material, communication, traveling, or items of a similar nature for the services contemplated by this agreement unless authorized by the Town Attorney.

5. Either party shall have the right to terminate this Agreement at any time and for any reason. In such event, the Consultant shall be paid such part of the fee as shall have been determined to fairly compensate the Consultant for work done by him to the time of such termination.

6. The Consultant, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself consistent with such status, that he will neither hold himself out as nor claim to be an officer or employee of the Town, and shall not be entitled to any benefits of an active Town employee, including but not limited to Workers' Compensation coverage, active employee health insurance, unemployment insurance benefits, or retirement membership or credit. Consultant shall be responsible for payment of his own Federal, State and Social Security taxes arising out of payment received pursuant to this agreement as the same will not be deducted from payment made to Consultant.

7. The Consultant will not discriminate against any of consultant's employees because of race, creed, color, sex, marital status, or national origin. The Consultant will insure that persons employed by consultant are treated equally during employment without regard to their race, creed, color, sex, marital status or national origin. Consultant may at consultant's own expense, hire such persons as consultant deems necessary to provide the services contemplated herein. No such hire of consultant shall in any manner be considered an employee of the Town.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Town on the day of , 2020, and the Consultant on the day of , 2020.

TOWN OF HEMPSTEAD

By _____
Joseph J. Ra, Town Attorney

Attest:



Philip R. Marino

Town Clerk

CASE NO.

RESOLUTION NO.:

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 EAST MEADOW, NEW YORK.

WHEREAS, the applicant, Country Pointe East Meadow, has submitted to the Town of Hempstead an application for site plan approval for a 4.54 acre parcel of land located on the east side of Merrick Avenue, 724.5 feet north of Peters Gate, East Meadow, New York; and

WHEREAS, the purpose of the proposed site plan approval is to allow for the development of the parcel with a 104 unit Condominium Complex with a 2,674 square foot clubhouse, pool and parking for 178 cars; and

WHEREAS, ON August 7, 2018, by Resolution No. 993-2018 the Town Board granted the petition of Beechwood East Meadow, LLC to rezone said parcel of land located in East Meadow, New York, from "Residence B" District to "Golden Age" (GA) District to allow development of said parcel of land with a 104 unit Condominium Complex with a clubhouse, pool and parking for 178 cars; and

WHEREAS, the applicant has submitted to the Town of Hempstead an Environmental Assessment Form (E.A.F.) and traffic impact study; 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 # 32
Case # 30247

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 East Meadow, 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.:

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 THE
PROPOSED AMENDMENT OF SUBSECTION 429(A)
OF ARTICLE XLII OF THE BUILDING ZONE ORDINANCE
IN RELATION TO RESIDENTIAL DENSITY FOR MULTI-
FAMILY AND MIXED-USE BUILDINGS.**

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

WHEREAS, it appears to be in the public interest to consider the proposed amendment of Subsection 429(A) of Article XLII of the Building Zone Ordinance in relation to Residential Density for Multi-Family and Mixed-Use Buildings; and

WHEREAS, pursuant to Article 8 of the New York State Environmental Conservation Law and 6NYCRR Part 617 (S.E.Q.R.) enacting local laws is an "Unlisted Action" and will not have a significant adverse effect on the environment; and

WHEREAS, by enacting said local law, this Town Board implements a measure that will insure that adverse environmental impacts will be minimized to the maximum extent practicable;

NOW, THEREFORE, BE IT

RESOLVED, that the requirements of S.E.Q.R. have been met; 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 this Town Board hereby declares that the Proposed Amendment of Subsection 429(A) of Article XLII of the Building Zone Ordinance in relation to Residential Density for Multi-Family and Mixed-Use Buildings and a Negative Declaration under S.E.Q.R., are consistent with considerations of public interest; and BE IT FURTHER

RESOLVED, that consistent with balancing social, economic and environmental considerations the action to be carried out is one that minimizes, to the maximum extent practicable, adverse environmental impacts; 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:

Item #

33

Case #

30114

Case No.

Resolution No.

Adopted:

Council(wo)man
adoption:

offered the following resolution and moved its

**RESOLUTION AUTHORIZING AN
AGREEMENT BETWEEN THE TOWN OF
HEMPSTEAD AND STEVEN COHN, ESQ**

WHEREAS, the Town Board believes it's in the best interest of the Town to retain legal counsel for review and any other necessary work related to the proposed tax certiorari settlement agreement between LIPA and Nassau County for the E.F. Barrett facility in Island Park; and

WHEREAS, the Town Board believes Steven Cohn, Esq., of 1 Old County Road, Suite 420, Carle Place, NY 11514 is the best legal counsel for this service;

NOW, THEREFORE, BE IT

RESOLVED, the Town Attorney is authorized to negotiate and execute an agreement with Steven Cohn, Esq., 1 Old Country Road, Suite 420, Carle Place, NY 11514; and be it further

RESOLVED, said services shall be paid from Account Code 010-0001-14200-4158; and be it further,

RESOLVED, this authorization shall constitute a limited exception to the Town's Procurement Policy and Procedures.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 34
Case # 27490

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

**RESOLUTION AMENDING RESOLUTION
941-2019 REGARDING BUDGET ACCOUNTS.**

WHEREAS, the Town retained the professional services of Tully Rinckey PLLC, under Town Board Resolution 941-2019; and

WHEREAS, Town Board Resolution 941-2019 should have authorized and directed the Comptroller to pay the costs for services from the Town Attorney Legal Services account, 010-001-1420-4158;

NOW, THEREFORE, BE IT

RESOLVED that Town Board Resolution 941-2019 is amended only in so far as to authorize and direct the Comptroller to pay the costs for services pursuant to Town Board Resolution 941-2019 from the Town Attorney Legal Services account, 010-001-1420-4158; and be it further

RESOLVED, the Comptroller is authorized to transfer from the Town Attorney Legal Services account, 010-001-1420-4158 to the Town Attorney's Fees and Services Account any monies paid pursuant to Town Board Resolution 941-2019.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 35

Case # 27490

CASE NO. _____

RESOLUTION NO. _____-2020

BOND RESOLUTION OF THE TOWN OF HEMPSTEAD, NEW YORK, ADOPTED _____, 2020, AUTHORIZING THE PAYMENT OF A SETTLED CLAIM BY THE TOWN IN THE FOLLOWING MATTER: *FRANCISCA GORDON v. TOWN OF HEMPSTEAD TOWN HIGHWAY DEPARTMENT and JOSEPH REINHARDT* (INDEX NO. 004715/2016, SUPREME COURT, NASSAU COUNTY), STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$650,000, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE AND AUTHORIZING THE ISSUANCE OF \$650,000 SERIAL BONDS OF SAID TOWN TO FINANCE SAID APPROPRIATION.

The following resolution was offered by _____, who moved its adoption, seconded by _____ to wit:

THE TOWN BOARD OF THE TOWN OF HEMPSTEAD (THE "TOWN"), IN THE COUNTY OF NASSAU, NEW YORK, HEREBY RESOLVES (by the favorable vote of not less than two-thirds of all the members of said Town Board) AS FOLLOWS:

Section 1. Pursuant to Article 8 of the Environmental Conservation Law of the State of New York, as amended, and the regulations of the Department of Environmental Conservation of the State of New York promulgated thereunder (collectively referred to hereinafter as "SEQRA"), the Town Board hereby determines that the object or purpose for which the bonds are herein authorized is a Type II Action, and that no further action is required to satisfy the requirements of SEQRA.

Section 2. The Town is hereby authorized to finance the costs associated with the payment of the following settled claim: *FRANCISCA GORDON v. TOWN OF HEMPSTEAD TOWN HIGHWAY DEPARTMENT and JOSEPH REINHARDT* (Index No. 004715/2016, Supreme Court, Nassau County) (the "Purpose"). The estimated maximum cost of said Purpose, including preliminary costs and costs incidental thereto and the financing thereof, is \$650,000, and said amount is hereby appropriated for such Purpose. The plan of financing includes the issuance of \$650,000 serial bonds of the Town to finance said appropriation and the levy and collection of taxes on all taxable real property in the Town to pay the principal of said bonds and the interest thereon as the same become due and payable.

Section 3. Serial bonds of the Town in the principal amount not to exceed \$650,000 are hereby authorized to be issued pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (referred to herein as the "Law"), to finance said appropriation.

Section 4. The following additional matters are hereby determined and declared:

- (a) The Purpose is an object or purpose described in subdivision 33 of paragraph a of Section 11.00 of the Law and the period of probable usefulness of the Purpose is five (5) years; provided, however, that in the event the total amount of such settled claim and any other similar claims, judgments or awards falling due in a single fiscal year shall exceed one per centum of the average assessed valuation of real property.

Item # _____ ³⁶

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in the Town, the applicable period of probable usefulness shall be ten (10) years; and provided further that in the event such settled claim and any other similar claims, judgments or awards falling due in a single fiscal year shall exceed two per centum of the average assessed valuation of real property in the Town, the applicable period of probable usefulness shall be fifteen (15) years.

- (b) The proceeds of the bonds authorized by this resolution, and any bond anticipation notes issued in anticipation of the sale of said bonds, may be applied to reimburse the Town for expenditures made after the effective date of this resolution for the purpose for which said bonds are authorized.
- (c) This resolution shall constitute the declaration of the Town's "official intent" to reimburse expenditures authorized by Section 2 with proceeds of the bonds authorized by this resolution, or bond anticipation notes issued in anticipation of the sale of said bonds, as required by United States Treasury Regulation Section 1.150-2.
- (d) The maximum maturity of the bonds authorized by this resolution will not exceed five (5) years. It is hereby further determined that the foregoing is not an assessable improvement.

Section 5. Each of the bonds authorized by this resolution and any bond anticipation notes issued in anticipation of the sale of said bonds shall contain the recital of validity as prescribed by Section 52.00 of the Law. The faith and credit of the Town are hereby irrevocably pledged for the payment of the principal of and interest on said bonds and any notes issued in anticipation of the sale of said bonds as the same respectively become due and payable and provision shall be made annually in the budget of the Town by appropriation for (a) the amortization and redemption of said bonds and any notes in anticipation thereof to mature in such year and (b) the payment of interest on such bonds and any notes in anticipation thereof due and payable in such year. There shall annually be levied on all the taxable real property in the Town a tax sufficient to pay the principal of and interest on such bonds and any notes in anticipation thereof as the same become due and payable.

Section 6. Subject to the provisions of this resolution and subject to the provisions of the Law, the powers and duties of the Town Board relative to authorizing the issuance and sale of any notes in anticipation of the sale of the bonds herein authorized, including renewals thereof, determining whether to issue bonds with substantially level or declining annual debt service, prescribing the terms, form and contents of the bonds herein authorized, bond anticipation notes issued in anticipation of said bonds and the renewals thereof, and any other powers or duties pertaining to or incidental to the sale and issuance of the bonds herein authorized, bond anticipation notes issued in anticipation of said bonds and the renewals thereof, are hereby delegated to the Supervisor, as the chief fiscal officer of the Town.

Section 7. The validity of the bonds authorized by this resolution and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

- (a) such obligations are authorized for an object or purpose for which the Town is not authorized to expend money, or
- (b) the provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with, and an action, suit or

proceeding contesting such validity is commenced within twenty (20) days after the date of such publication, or

(c) such obligations are authorized in violation of the provisions of the Constitution.

Section 8. The foregoing resolution shall take effect immediately and the Town Clerk is hereby authorized and directed to publish the foregoing resolution, in summary, together with a Notice attached in substantially the form prescribed by Section 81.00 of the Law in the "Long Island Business News", a newspaper having a general circulation in the Town, which newspaper is hereby designated as the official newspaper of the Town for such publication.

The adoption of the foregoing resolution was duly put to a vote on roll call, which resulted as follows:

Supervisor Donald X. Clavin, Jr.	voting	_____
Councilwoman Dorothy L. Goosby	voting	_____
Councilman Bruce A. Blakeman	voting	_____
Councilman Anthony P. D'Esposito	voting	_____
Councilman Dennis Dunne, Sr.	voting	_____
Councilman Thomas E. Muscarella	voting	_____
Councilman Chris Carini	voting	_____

The resolution was declared adopted.

AYES: _____ ()

NAYS: _____ ()

I, KATE MURRAY, Town Clerk of the Town of Hempstead, in the County of Nassau, State of New York (the "Town"), HEREBY CERTIFY that this is a true, complete and correct copy of the original bond resolution duly adopted by the Town Board of the Town at a meeting thereof held on the date set forth herein, and at which a quorum was present and acting throughout.

(SEAL)

Kate Murray, Town Clerk
Town of Hempstead

LEGAL NOTICE
(ESTOPPEL)

NOTICE IS HEREBY GIVEN that (i) the Town Board of the Town of Hempstead, in the County of Nassau, State of New York (the "Town"), at a meeting held _____, 2020, duly adopted the resolution, a summary of which is published herewith, which is not subject to a permissive referendum as provided in Article 7 of the Town Law of the State of New York and Local Finance Law Section 35.00(b)(4), and (ii) the validity of the obligations authorized by such resolution may be hereafter contested only if such obligations were authorized for an object or purpose for which the Town is not authorized to expend money, or if the provisions of law which should have been complied with as of the date of publication of this notice were not substantially complied with, and an action, suit or proceeding contesting the validity of such resolution is commenced within twenty (20) days after the date of publication of this notice, or such obligations were authorized in violation of the provisions of the Constitution.

The Town Clerk of the Town of Hempstead, New York

BOND RESOLUTION OF THE TOWN OF
HEMPSTEAD, NEW YORK, ADOPTED
_____, 2020, AUTHORIZING THE
PAYMENT OF A SETTLED CLAIM BY THE
TOWN IN THE FOLLOWING MATTER:
*FRANCISCA GORDON v. TOWN OF
HEMPSTEAD TOWN HIGHWAY DEPARTMENT
and JOSEPH REINHARDT* (INDEX NO.
004715/2016, SUPREME COURT, NASSAU
COUNTY), STATING THE ESTIMATED
MAXIMUM COST THEREOF IS \$650,000,
APPROPRIATING SAID AMOUNT FOR SUCH
PURPOSE AND AUTHORIZING THE
ISSUANCE OF \$650,000 SERIAL BONDS OF
SAID TOWN TO FINANCE SAID
APPROPRIATION

Period of probable usefulness:

Five (5) years; provided, however, that in the event the total amount of such settled claim and any other similar claims, judgments or awards falling due and being paid in a single fiscal year shall exceed one per centum of the average assessed valuation of real property in the Town, the applicable period of probable usefulness shall be ten (10) years; and provided further that in the event such settled claim and any other similar claims, judgments or awards falling due and being paid in a single fiscal year shall exceed two per centum of the average assessed valuation of real property in the Town, the applicable period of probable usefulness shall be fifteen (15) years. The proposed maturity of the bonds authorized by the foregoing resolution will not exceed (5) years.

Class of objects or purposes:

The costs associated with the payment of the following settled claim: *FRANCISCA GORDON v.*

*TOWN OF HEMPSTEAD TOWN
HIGHWAY DEPARTMENT and
JOSEPH REINHARDT (Index No.
004715/2016, Supreme Court,
Nassau County).*

Amount of obligations to be issued: \$650,000 serial bonds.

A complete copy of the bond resolution summarized above shall be available for public inspection during normal business hours at the Office of the Clerk of the Town of Hempstead, at Town Hall, 1 Washington Street, Hempstead, New York.

Dated: _____, 2020
Hempstead, New York

ESTOPPEL CERTIFICATE OF THE TOWN CLERK

I, KATE MURRAY, Town Clerk of the Town of Hempstead, in the County of Nassau, State of New York (the "Town"), HEREBY CERTIFY as follows:

That a resolution of the Town Board of said Town entitled:

"BOND RESOLUTION OF THE TOWN OF HEMPSTEAD, NEW YORK, ADOPTED _____, 2020, AUTHORIZING THE PAYMENT OF A SETTLED CLAIM BY THE TOWN IN THE FOLLOWING MATTER: *FRANCISCA GORDON v. TOWN OF HEMPSTEAD TOWN HIGHWAY DEPARTMENT and JOSEPH REINHARDT* (INDEX NO. 004715/2016, SUPREME COURT, NASSAU COUNTY), STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$650,000, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE AND AUTHORIZING THE ISSUANCE OF \$650,000 SERIAL BONDS OF SAID TOWN TO FINANCE SAID APPROPRIATION"

was adopted on _____, 2020, and such resolution contained an estoppel clause as permitted by Section 80.00 of the Local Finance Law of the State of New York (the "Law") and that a notice setting forth the information required by Section 81.00 of the Law together with a summary of such resolution was published as required by law.

To the best of my knowledge, no action, suit or proceeding contesting the validity of the obligations authorized by such resolution was commenced within twenty (20) days from the date of publication of such resolution and notice, or at any other time since said publication.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Town this _____ day of _____, 2020.

Kate Murray, Town Clerk
Town Of Hempstead

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution
and moved its adoption as follows:

RESOLUTION AUTHORIZING SETTLEMENT OF THE
CASE OF THOMAS A. WILLIAMS, ESQ, ATTORNEY
AGAINST LAURA A. GILLEN, SUPERVISOR OF THE
TOWN OF HEMPSTEAD

WHEREAS, Thomas A. Williams, Esq. brought a case
against the Supervisor in Nassau County Supreme Court on
February 6, 2019, Index no. 146-19, seeking judgment
confirming an arbitration award and related relief; and

WHEREAS, after due inquiry and consideration, the
Town Attorney recommends that it is in the public interest
for the Town of Hempstead to settle the said action with
prejudice in the amount of \$5,002.75:

NOW, THEREFORE, BE IT

RESOLVED, the case brought by Thomas A. Williams,
Esq. against the Supervisor in Nassau County Supreme Court
on February 6, 2019, Index no. 146-19, seeking judgment
confirming an arbitration award and related relief, be
settled with prejudice by payment of the sum of \$5,002.75
to Mr. Williams by the Town of Hempstead; and be it
further:

RESOLVED, that the Town Comptroller pay such sum to
Mr. Williams, to be drawn from account no. 010-001-1910-
4077, upon submission of all appropriate documentation
required for that purpose.

The foregoing resolution was adopted upon roll call
as follows:

AYES:

NOES:

Item #

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Case #

10889

Resolution – Amending Resolution No. 80-2020 Re: Various offices,
position & occupations in the Town Government of the Town of
Hempstead.

Item # 39

Case # 7

CASE NO. 30243

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. 5-2020, Print No. 1 to amend the said Chapter 202 of the Code of the Town of Hempstead to include and repeal "REGULATIONS & RESTRICTIONS" to limit parking at various locations; NOW, THEREFORE, BE IT

RESOLVED, that a public hearing be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York on February 25, 2020 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. 5-2020, 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 # 40
Case # 30243

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 25th day of February, 2020, 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:

INWOOD
Section 202-21 WHEELLOCK AVENUE (TH 629/19) East Side -
NO PARKING 7 AM TO 7 PM EXCEPT SUNDAYS
AND HOLIDAYS - starting at a point
30 feet south of the south curbline of
West Broadway south for a distance of
25 feet.

OCEANSIDE
Section 202-13 ATLANTIC AVENUE (TH 499/19) South Side
- NO STOPPING ANYTIME 7 AM TO 7 PM -
starting at a point 300 feet east of
the east curbline of Lincoln Avenue
east to the west curbline of Long Beach
Road.

WEST HEMPSTEAD
Section 202-20 HEMPSTEAD AVENUE (TH 628/19) West Side
- ONE HOUR PARKING 7 AM TO 6 PM EXCEPT
SATURDAYS AND SUNDAYS - starting at a
point 40 feet north of the north
curbline of Lester Court then north for
a distance of 120 feet.

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

INWOOD
Section 202-21 WHEELLOCK AVENUE (TH 325/77) East Side -
NO PARKING 7 AM TO 7 PM EXCEPT SUNDAYS
AND HOLIDAYS - starting from a point
326 feet north of the north curbline of
Burnside Avenue north to the south
curbline of West Broadway.
(Adopted 1/3/78)

OCEANSIDE
Section 202-13 ATLANTIC AVENUE - South Side - NO
PARKING OR STANDING 7 AM TO 7 PM -
starting at the east curbline of
Lincoln Avenue to the west curbline of
Long Beach Road. (Adopted 9/13/55)

ROOSEVELT
Section 202-6

WEST RAYMOND AVENUE (TH 555/97) South
Side - NO STANDING 7 PM TO 7 AM -
starting at a point 278 feet east of
the east curbline of Pennsylvania
Avenue east for a distance of 172 feet.
(Adopted 4/28/98)

WEST HEMPSTEAD
Section 202-20

HEMPSTEAD AVENUE (TH 534/17) West Side
- ONE HOUR PARKING 7 AM TO 5 PM EXCEPT
SATURDAYS, SUNDAYS AND HOLIDAYS -
starting at a point 40 feet north of
the north curbline of Lester Court then
north for a distance of 71 feet.
(Adopted 1/23/18)

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

Dated: February 4, 2020
Hempstead, New York

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

DONALD X. CLAVIN, JR.
Supervisor

KATE MURRAY
Town Clerk

Town of Hempstead

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

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

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

INWOOD
Section 202-21

WHEELOCK AVENUE (TH 629/19) East Side – NO PARKING 7 AM TO 7 PM EXCEPT SUNDAYS AND HOLIDAYS – starting at a point 30 feet south of the south curblineline of West Broadway south for a distance of 25 feet.

OCEANSIDE
Section 202-13

ATLANTIC AVENUE (TH 499/19) South Side – NO STOPPING ANYTIME 7 AM TO 7 PM – starting at a point 300 feet east of the east curblineline of Lincoln Avenue east to the west curblineline of Long Beach Road.

WEST HEMPSTEAD
Section 202-20

HEMPSTEAD AVENUE (TH 628/19) West Side – ONE HOUR PARKING 7 AM TO 6 PM EXCEPT SATURDAYS AND SUNDAYS – starting at a point 40 feet north of the north curblineline of Lester Court then north for a distance of 120 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 eighty two of two thousand nineteen is hereby amended by repealing therein "REGULATIONS AND RESTRICTIONS" to limit parking at the following locations:

INWOOD
Section 202-21

WHEELOCK AVENUE (TH 325/77) East Side – NO PARKING 7 AM TO 7 PM EXCEPT SUNDAYS AND HOLIDAYS – starting from a point 326 feet north of the north curblineline of Burnside Avenue north to the south curblineline of West Broadway. (Adopted 1/3/78)

OCEANSIDE
Section 202-13

ATLANTIC AVENUE – South Side – NO PARKING OR STANDING 7 AM TO 7 PM – starting at the east curblineline of Lincoln Avenue to the west curblineline of Long Beach Road. (Adopted 9/13/55)

ROOSEVELT
Section 202-6

WEST RAYMOND AVENUE (TH 555/97) South Side – NO STANDING 7 PM TO 7 AM – starting at a point 278 feet east of the east curblineline of Pennsylvania Avenue east for a distance of 172 feet. (Adopted 4/28/98)

WEST HEMPSTEAD
Section 202-20

HEMPSTEAD AVENUE (TH 534/17) West Side – ONE HOUR PARKING 7 AM TO 5 PM EXCEPT SATURDAYS, SUNDAYS AND HOLIDAYS – starting at a point 40 feet north of the north curblineline of Lester Court then north for a distance of 71 feet. (Adopted 1/23/18)

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

CASE NO. 30244

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. 6-2020, 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 February 25, 2020, 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. 6-2020, 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 # 411
Case # 30244

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 25th day of February, 2020, 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:

BELLMORE BELLMORE AVENUE (TH 225/19) West Side -
NO STOPPING HERE TO CORNER - starting
at the south curbline of Anthony Avenue
south for a distance of 30 feet.

FRANKLIN SQUARE POLK AVENUE (TH 5/20) South Side - NO
STOPPING HERE TO CORNER - starting at
the east curbline of Franklin Avenue
east for a distance of 26 feet.

POLK AVENUE (TH 5/20) South Side - NO
PARKING ANYTIME - starting at a point
26 feet east of the east curbline of
Franklin Avenue east for a distance of
106 feet.

INWOOD WEST BROADWAY (TH 629/19) South Side -
NO STOPPING ANYTIME - from the east
curbline of Wheelock Avenue east for a
distance of 60 feet.

WHEELOCK AVENUE (TH 629/19) East Side -
NO STOPPING HERE TO CORNER - starting
from the south curbline of West
Broadway south for a distance of
30 feet.

WHEELOCK AVENUE (TH 629/19) East Side -
NO STOPPING ANYTIME - starting at a
point 55 feet south of the south
curbline of West Broadway south for a
distance of 35 feet.

OCEANSIDE ATLANTIC AVENUE (TH 499/19) South Side
- NO STOPPING ANYTIME - from the east
curbline of Lincoln Avenue east for a
distance of 300 feet.

ATLANTIC AVENUE (TH 499/19) North Side
- NO STOPPING ANYTIME - from the east
curbline of Lincoln Avenue east for a
distance of 221 feet.

WEST HEMPSTEAD

HEMPSTEAD AVENUE (TH 628/19) West Side
- NO STOPPING HERE TO CORNER - starting
from the south curbline of Lester Court
then south for a distance of 40 feet.

HEMPSTEAD AVENUE (TH 628/19) West Side
- NO STOPPING ANYTIME - starting at a
point 160 feet north of the north
curbline of Lester Court then north for
a distance of 110 feet.

(NR) WESTBURY

FAIRFIELD AVENUE (TH 1/20) West Side -
NO STOPPING ANYTIME - starting at a
point 139 feet north of the north
curbline of Stewart Avenue north for a
distance of 25 feet.

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

FRANKLIN SQUARE

POLK AVENUE (TH 367/85) South Side - NO
STOPPING ANYTIME - starting at the east
curbline of Franklin Avenue east for a
distance of 82 feet. (Adopted 1/21/86)

OCEANSIDE

ATLANTIC AVENUE (TH 94/99) North Side -
NO STOPPING HERE TO CORNER - starting
at the east curbline of Lincoln Avenue
east for a distance of 90 feet.
(Adopted 9/12/00)

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

Dated: February 4, 2020
Hempstead, New York

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

DONALD X. CLAVIN, JR.
Supervisor

KATE MURRAY
Town Clerk

Town of Hempstead

A local law to amend Section two hundred two dash one of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine, to include and repeal "PARKING OR STANDING PROHIBITIONS" at various locations.

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

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

BELLMORE BELLMORE AVENUE (TH 225/19) West Side – NO STOPPING HERE TO CORNER – starting at the south curbline of Anthony Avenue south for a distance of 30 feet.

FRANKLIN SQUARE POLK AVENUE (TH 5/20) South Side – NO STOPPING HERE TO CORNER – starting at the east curbline of Franklin Avenue east for a distance of 26 feet.

POLK AVENUE (TH 5/20) South Side – NO PARKING ANYTIME – starting at a point 26 feet east of the east curbline of Franklin Avenue east for a distance of 106 feet.

INWOOD WEST BROADWAY (TH 629/19) South Side – NO STOPPING ANYTIME – from the east curbline of Wheelock Avenue east for a distance of 60 feet.

WHEELOCK AVENUE (TH 629/19) East Side – NO STOPPING HERE TO CORNER – starting from the south curbline of West Broadway south for a distance of 30 feet.

WHEELOCK AVENUE (TH 629/19) East Side – NO STOPPING ANYTIME – starting at a point 55 feet south of the south curbline of West Broadway south for a distance of 35 feet.

OCEANSIDE ATLANTIC AVENUE (TH 499/19) South Side – NO STOPPING ANYTIME – from the east curbline of Lincoln Avenue east for a distance of 300 feet.

ATLANTIC AVENUE (TH 499/19) North Side – NO STOPPING ANYTIME – from the east curbline of Lincoln Avenue east for a distance of 221 feet.

WEST HEMPSTEAD HEMPSTEAD AVENUE (TH 628/19) West Side – NO STOPPING HERE TO CORNER – starting from the south curbline of Lester Court then south for a distance of 40 feet.

HEMPSTEAD AVENUE (TH 628/19) West Side – NO STOPPING ANYTIME – starting at a point 160 feet north of the north curbline of Lester Court then north for a distance of 110 feet.

WESTBURY FAIRFIELD AVENUE (TH 1/20) West Side – NO STOPPING ANYTIME – starting at a point 139 feet north of the north curbline of Stewart Avenue north for a distance of 25 feet.

Section 2. Section two hundred two dash one of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine, said Section last amended by local law number eighty three of two thousand nineteen is hereby amended by repealing therein "PARKING OR STANDING PROHIBITIONS" at the following locations:

FRANKLIN SQUARE

POLK AVENUE (TH 367/85) South Side – NO STOPPING ANYTIME – starting at the east curbline of Franklin Avenue east for a distance of 82 feet. (Adopted 1/21/86)

OCEANSIDE

ATLANTIC AVENUE (TH 94/99) North Side – NO STOPPING HERE TO CORNER – starting at the east curbline of Lincoln Avenue east for a distance of 90 feet. (Adopted 9/12/00)

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

CASE NO. 30245

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. 7-2020, 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 February 25, 2020, 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. 7-2020, 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 # 42

Case # 30245

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 25th day of February, 2020, 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:

WEST HEMPSTEAD MAPLEWOOD STREET (TH 4/20) STOP - all traffic traveling westbound on Willets Avenue shall come to a full stop.

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

Dated: February 4, 2020
Hempstead, New York

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

DONALD X. CLAVIN, JR.
Supervisor

KATE MURRAY
Town Clerk

Town of Hempstead

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

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

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

WEST HEMPSTEAD

MAPLEWOOD STREET (TH 4/20) STOP – all traffic traveling westbound on Willets 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.

RESOLUTION NO.

Adopted:

offered the following resolution
and moved its adoption:

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

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

NOW, THEREFORE BE IT

RESOLVED, that a public hearing be held in the Town
Meeting Pavilion, Hempstead Town Hall, Washington Street,
Hempstead, New York, on the 25th day of February, 2020, 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

SHERMAN AVENUE - west side, starting
at a point 185 feet north of the north
curbline of North Jerusalem Avenue,
north for a distance of 18 feet.
(TH-631/19)

ELMONT

CHELSEA STREET - south side, starting
at a point 44 feet west of the west
curbline of Herbert Avenue, west for
a distance of 20 feet.
(TH-6/20)

OCEANSIDE

EVERGREEN AVENUE - east side, starting
at a point 80 feet north of the north
curbline of Atlantic Avenue.
(TH-586/19)

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21527

ROOSEVELT

WEST RAYMOND AVENUE - south side, starting at a point 410 feet east of the east curblineline of Pennsylvania Avenue, east for a distance of 20 feet.
(TH-622/19)

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

FRANKLIN SQUARE

CLOUD AVENUE - south side, starting at a point 124 feet east of the east curblineline of Franklin Avenue, east for a distance of 20 feet.
(TH-142/05 - 6/21/05) (TH-630/19)

; and, BE IT FURTHER

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

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

AYES:

NOES:

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that pursuant to Section 202-48 of the code of the Town of Hempstead entitled, "Handicapped Parking On Public Streets," a public hearing will be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, on the 25th day of February, 2020, 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

SHERMAN AVENUE - west side, starting at a point 185 feet north of the north curbline of North Jerusalem Avenue, north for a distance of 18 feet.
(TH-631/19)

ELMONT

CHELSEA STREET - south side, starting at a point 44 feet west of the west curbline of Herbert Avenue, west for a distance of 20 feet.
(TH-6/20)

OCEANSIDE

EVERGREEN AVENUE - east side, starting at a point 80 feet north of the north curbline of Atlantic Avenue.
(TH-586/19)

ROOSEVELT

WEST RAYMOND AVENUE - south side, starting at a point 410 feet east of the east curbline of Pennsylvania Avenue, east for a distance of 20 feet.
(TH-622/19)

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

FRANKLIN SQUARE

CLOUD AVENUE - south side, starting
at a point 124 feet east of the east
curbline of Franklin Avenue, east for
a distance of 20 feet.

(TH-142/05 - 6/21/05) (TH-630/19)

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

Dated: Hempstead, New York
February 4, 2020

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

DONALD X. CLAVIN, JR.
Supervisor

KATE MURRAY
Town Clerk

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION CALLING A PUBLIC HEARING ON THE PROPOSED AMENDMENT OF SUBSECTION 429(A) OF ARTICLE XLII OF THE BUILDING ZONE ORDINANCE, IN RELATION TO RESIDENTIAL DENSITY FOR MULTIFAMILY AND MIXED-USE BUILDINGS.

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

WHEREAS, it is in the public interest to consider the amendment of subsection 429(A) of Article XLII of the Building Zone ordinance, in relation to residential density for multifamily and mixed-use buildings:

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 25th day of

February, 2020, at 10:30 o'clock in the forenoon of that day at which time all persons interested shall be heard on the proposed amendment of subsection 429(A) of Article XLII of the Building Zone ordinance, in relation to residential density for multifamily and mixed-use buildings, such that it shall state as follows:

§ 429. Lot and bulk controls.

A. Consistent with primary goals of the B-MX District, the following lot and bulk controls allow for greater intensities of development for properties fronting Grand Avenue and Sunrise Highway closest to the Baldwin LIRR station (B-MX, TOD). The lot and bulk controls for the B-MX, MRG subdistrict facilitate private investment, public benefits and economic development within the area around the intersection of Merrick Road and Grand Avenue. The B-MX, CT subdistrict facilitates appropriately scaled mixed-use commercial development in transition areas along the Grand Avenue corridor.

	B-MX, TOD	B-MX, MRG	B-MX, CT
1. Maximum floor area ratio (FAR) ⁽¹⁾	1.5	1.0	.5
2. Maximum building area coverage	90% for commercial buildings 80% for mixed-use or multiple-family buildings	90% for commercial buildings 60% for mixed-use or multiple-family buildings	75% for commercial buildings 40% for mixed-use or multiple-family buildings
3. Maximum residential density for multifamily and mixed-use buildings	60 units per acre	45 units per acre	30 units per acre
4. Maximum building height	75 feet	60 feet	45 feet

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5. Maximum building setback from front lot line (build to line), except for pedestrian plaza areas	0 feet	0 feet	10 feet
6. Minimum building setback from 45 feet height and above	5 feet from streetside, ground level building line.	5 feet from streetside, ground level building line.	5 feet from streetside, ground level building line.
7. Minimum side yards	None required	None required	None required
8. Minimum rear yard	0 ²	0 ²	0 ²
9. Minimum landscaped buffer area when adjacent to residential uses	10 feet ³	10 feet ³	10 feet ³
10. Minimum front yard	Minimum 10 feet from the curb; Maximum 10 feet from the property boundary.	Minimum 10 feet from the curb; Maximum 10 feet from the property boundary.	Minimum 10 feet from the curb; Maximum 10 feet from the property boundary.

⁽¹⁾ For purposes of this Article, the floor area ratio (FAR) shall exclude any structure, or portion of a structure, exclusively dedicated for off-street parking.

⁽²⁾ The depth of the rear yard shall be increased five feet for each 12 feet or portion thereof by which the building exceeds forty (40) feet in height.

⁽³⁾ The depth of the landscaped buffer area shall be increased five feet for each 12 feet or portion thereof by which the building exceeds forty (40) feet in height.

;and BE IT FURTHER,

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

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

AYES:

NOES:

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that pursuant to Article 16 of the Town Law of the State of New York, as amended, a public hearing will be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Village and Town of Hempstead, Hempstead, New York, on the 25th day of February, 2020, at 10:30 o'clock in the forenoon of that day, to consider the proposed amendment of subsection 429(a) of Article XLIII of the Building Zone Ordinance, in relation to residential density for multifamily and mixed-use buildings. The proposed amendment is on file in the office of the Town Clerk of the Town of Hempstead, Hempstead Town Hall, 1 Washington Street, Village and Town of Hempstead, Hempstead, New York, where same may be inspected during office hours.

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

Dated: Hempstead, New York

February 4, 2020.

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

KATE MURRAY
Town Clerk

DONALD X. CLAVIN, JR.
Supervisor

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION CALLING A PUBLIC HEARING ON THE PROPOSED AMENDMENT OF PARAGRAPH 12 OF SUBSECTION 319.A(1) OF ARTICLE XXXI OF THE BUILDING ZONE ORDINANCE, IN RELATION TO ACCESSORY PARKING REQUIREMENTS FOR MEDICAL OFFICE USES.

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

WHEREAS, it is in the public interest to consider the amendment of paragraph 12 of subsection 319.A(1) of Article XXXI of the Building Zone ordinance, in relation to accessory parking requirements for medical office uses:

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 25th day of February, 2020, at 10:30 o'clock in the forenoon of that day at which time all persons interested shall be heard on the proposed amendment of paragraph 12 of subsection 319.A(1) of Article XXXI of the Building Zone ordinance, in relation to accessory parking requirements for medical office uses, such that it shall state as follows:

Article XXXI, General Provisions

* * *

§ 319 Accessory parking.

A. No person shall maintain any of the following uses in any district unless he shall provide off-street automobile parking spaces either on such premises or off the premises within 300 feet of such premises, in the amounts or proportions as follows, unless otherwise specified:

* * *

(12) Office buildings: one parking space for each 200 square feet of total floor area or for each three employees, whichever is greater. Offices used for persons licensed to practice and engage in the professions of medicine or dentistry, or as offices for

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laboratories that are concomitant and coincident with the practice of such professions: one parking space for each 150 square feet of total floor area or for each three employees, whichever is greater.

BE IT FURTHER

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

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

AYES:

NOES:

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that pursuant to Article 16 of the Town Law of the State of New York, as amended, a public hearing will be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Village and Town of Hempstead, Hempstead, New York, on the 25th day of February , 2020, at 10:30 o'clock in the forenoon of that day, to consider the proposed amendment of paragraph 12 of subsection 319.A(1) of Article XXXI of the Building Zone ordinance, in relation to accessory parking requirements for medical office uses. The proposed amendment is on file in the office of the Town Clerk of the Town of Hempstead, Hempstead Town Hall, 1 Washington Street, Village and Town of Hempstead, Hempstead, New York, where same may be inspected during office hours.

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

Dated: Hempstead, New York

February 4, 2020.

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

KATE MURRAY
Town Clerk

DONALD X. CLAVIN, JR.
Supervisor

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION CALLING A PUBLIC HEARING
ON THE RENEWAL OF A CONTRACT WITH THE
INCORPORATED VILLAGE OF VALLEY STREAM
FOR FURNISHING FIRE PROTECTION WITHIN
THE GREEN ACRES MALL FIRE PROTECTION
DISTRICT.

WHEREAS, the Town of Hempstead has established the Green Acres Mall Fire Protection District to contract for fire protection within said District; and

WHEREAS, the existing contract for furnishing fire protection within the Green Acres Mall Fire Protection District has expired; and

WHEREAS, the Incorporated Village of Valley Stream and the Town of Hempstead have agreed to enter into a contract for a period of five (5) years commencing January 1, 2017 and ending December 31, 2021, for the sum of \$542,663.00 for the year 2017; the sum of \$542,663.00 for the year 2018; the sum of \$542,663.00 for the year 2019; the sum of \$550,803.00 for the year 2020; and the sum of \$561,819.00 for the year 2021.

NOW, THEREFORE, BE IT

RESOLVED, that pursuant to Article II 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 25th day of February, 2020, at 10:30 o'clock in the forenoon of that day, for the purpose of considering the proposed contract for fire protection within the Green Acres Mall Fire Protection District for a five (5) year period as aforesaid; 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 Newsday, a newspaper having general circulation within the Town of Hempstead, 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:

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46

Case #

25698

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 Tuesday, the 25th day of February, 2020, 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 for fire protection with the Incorporated Village of Valley Stream, for furnishing fire protection services within the Green Acres Mall Fire Protection District, for a period of five (5) years commencing January 1, 2017 and expiring December 31, 2021, for the annual sum of \$542,663.00 for the year 2017; the sum of \$542,663.00 for the year 2018; the sum of \$542,663.00 for the year 2019; the sum of \$550,803.00 for the year 2020; and the sum of \$561,819.00 for the year 2021.

The proposed 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.

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
February 4, 2020

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

DONALD X. CLAVIN, JR.
Supervisor

KATE MURRAY
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 RENEWAL OF A CONTRACT WITH THE INCORPORATED VILLAGE OF VALLEY STREAM FOR FURNISHING FIRE PROTECTION WITHIN THE MILL BROOK FIRE PROTECTION DISTRICT.

WHEREAS, the Town of Hempstead has established the Mill Brook Fire Protection District to contract for fire protection within said District; and

WHEREAS, the existing contract for furnishing fire protection within the Mill Brook Fire Protection District expired; and

WHEREAS, the Incorporated Village of Valley Stream and the Town of Hempstead have agreed to enter into a contract for a period of five (5) years commencing January 1, 2017 and ending December 31, 2021, for the sum of \$274,854.00 for the year 2017; the sum of \$274,854.00 for the year 2018; the sum of \$274,854.00 for the year 2019; the sum of \$278,977.00 for the year 2020; and the sum of \$284,556.00 for the year 2021;

NOW, THEREFORE, BE IT

RESOLVED, that pursuant to Article II 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 25th day of February, 2020, at 10:30 o'clock in the forenoon of that day, for the purpose of considering the proposed contract for fire protection within the Mill Brook Fire Protection District for a five (5) year period aforesaid; 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 Newsday, a newspaper having general circulation within the Town of Hempstead, 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 #

47

Case #

25697

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 25th day of February, 2020, 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 proposal by the Incorporated Village of Valley Stream to contract for the furnishing of fire protection within the Mill Brook Fire Protection District for a five (5) year period commencing January 1, 2017 and ending December 31, 2021, for the sum of \$274,854.00 for the year 2017; the sum of \$274,854.00 for the year 2018; the sum of \$274,854.00 for the year 2019; the sum of \$278,977.00 for the year 2020; and the sum of \$284,556.00 for the year 2021.

The proposed contract is on file in the Office of the Town Clerk, Hempstead Town Hall, 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
February 4 , 2020.

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

DONALD X. CLAVIN, JR.
Supervisor

KATE MURRAY
Town Clerk

NOTICE OF PUBLIC HEARING

NOTICE HEREBY IS GIVEN, that a public hearing will be held by the Town Board of the Town of Hempstead, in the Nathan L.H. Bennett Pavilion, Hempstead Town Hall, 1 Washington Street, Village and Town of Hempstead, New York on Tuesday the 25th day of February, 2020 at 10:30 in the fore noon of that day for the purpose of considering the incorporation of the Merrick Volunteer Fire Department, Inc. pursuant to the New York State Not for Profit Corporation Law, affecting the following describe real property located at Merrick, Town of Hempstead, Nassau County New York, currently protected by three separate private volunteer fire companies; operating as the Merrick Fire Department:

Beginning at the Northwest corner of the premises herein described where the Southerly line of North Merrick Fire District intersects the center line of East Meadowbrook, said point also being the Northwest corner of Union Free School District No. 25,; thence southerly along the center line of Merrick River as it winds and turns to Woods point of the Great South Bay; thence Easterly along the Great South Bay to the mouth of Cedar Swamp Brook or Whaleneck River where it enters the Great South Bay; thence Northerly along the center line of Cedar Swamp Brook as it winds and turns crossing Merrick Road to Sunrise Highway; thence crossing the said Sunrise Highway and the Long Island Railroad property to the Westerly side of the property of the City of New York to a stone monument on the Southerly side of Smith Street; thence easterly along the Southerly side of Smith Street through the West Brook to a stone monument at the Southerly side of Smith Street and at Bunkers or Loines Brook; thence Northerly along said brook to a point formed by the intersection of the Southerly boundary line of the North Merrick Fire District, as now established

with said Bunkers or Loines Brooks;
thence Westerly along the southerly
line of the North Merrick Fire
District as now established to the
point or place of beginning.
Meadowbrook State Parkway-Northbound
from Jones Beach to the Washington
Avenue bridge, Southbound from
Merrick Road to Jones Beach.

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

Dated: Hempstead, New York
February 4, 2020

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

KATE MURRAY
Town Clerk

DONALD X. CLAVIN, JR.
Supervisor

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: SALARY ADJUSTMENT FOR MARTHA HOIST,
COMMUNITY RESEARCH ASSISTANT, IN THE
DEPARTMENT OF BUILDINGS.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that the annual salary for Martha Hoist, Community Research Assistant, in the Department of Buildings, be and hereby is increased to \$71,088, Ungraded, by the Commissioner of the Department of Buildings and ratified by the Town Board of the Town of Hempstead effective February 5, 2020.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: SALARY ADJUSTMENT FOR SALVATORE
LOSTRAPPO, GROUNDSKEEPER III, IN THE
DEPARTMENT OF PARKS AND RECREATION.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that the annual salary for Salvatore Lostrappo, Groundskeeper III, in the Department of Parks and Recreation, be and hereby is increased to Grade 17, Step 8 (I), \$82,225, by the Commissioner of the Department of Parks and Recreation and ratified by the Town Board of the Town of Hempstead effective February 5, 2020.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: SALARY ADJUSTMENT FOR SHARON
SWEENEY, MESSENGER, IN THE DEPARTMENT
OF PARKS AND RECREATION.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that the annual salary for Sharon Sweeny, Messenger, in the Department of Parks and Recreation, be and hereby is increased to \$91,554, Ungraded, by the Commissioner of the Department of Parks and Recreation and ratified by the Town Board of the Town of Hempstead effective February 5, 2020.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: AMENDMENT OF RESOLUTION
NO. 81/14-2020, JENA HANSON, IN THE
DEPARTMENT OF GENERAL SERVICES,
ADMINISTRATION.

On motion made by

the following resolution was adopted upon roll call:

WHEREAS, Resolution No. 81/14-2020 states an incorrect salary

NOW, THEREFORE, BE IT

RESOLVED, that the resolution should read "Grade 9 Start Step (A)

\$42,421"

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: AMENDMENT OF RESOLUTION
NO. 81/12-2020, MARC GRACI, IN THE
DEPARTMENT OF SANITATION.

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

WHEREAS, Resolution No. 81/12-2020 states an incorrect department
when appointed as a trainee NOW, THEREFORE, BE IT

RESOLVED, that the resolution should read “was appointed Safety Officer
Trainee from the Civil Service List in the Department of Sanitation on December 12, 2018”

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: AMENDMENT OF RESOLUTION
NO. 81/3-2020, FRANCO CANDELA, LEAVE OF
ABSENCE FROM THE TITLE
ADMINISTRATIVE ASSISTANT IN THE OFFICE
OF THE TOWN COMPTROLLER

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

WHEREAS, Resolution No. 81/3-2020 states an incorrect department that
Franco Candela is taking a one year leave of absence as Administrative Assistant from, NOW,

THEREFORE, BE IT

RESOLVED, that the resolution should read "Resolved, that Franco Candela,
Administrative Assistant, in the Office of the Town Comptroller, be and hereby is granted a one year leave
of absence effective January 2, 2020"

AYES:

NOES:

2/4/2020

In addition there are (8) Eight Resolutions for various types of Leaves of Absence.