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In the Matter of Application

Of

Frederick A. Jawitz, Acting Commissioner of Buildings  
Of the Town of Hempstead

Against

**John Carpenter**  
**117 Richard Avenue**  
**North Merrick, New York 11566**

The petition of Frederick A. Jawitz, Acting Commissioner of Buildings of the Town Of Hempstead shows:

1. That pursuant to Local Law 92-1981, adopted October 27, 1981, effective date November 2, 1981, which repealed and reenacted Chapter 90 of the code of the Town of Hempstead entitled, "Dangerous Buildings and structures," petitioner submits the following:
2. The structure or structures located on premises designated as Section **55**, Block **20** and lot number (s) **335-336**, on the Land and Tax Map of the county of Nassau, are in a condition unsafe and dangerous to public safety.
3. All parties of interest have been apprised of the condition of the said structure and have been requested to correct the same. More than 60 days have elapsed since the aforementioned notice was given.
4. The parties in interest were advised that a hearing before this Town Board would take place on **June 28, 2022**.
5. As no effort to correct the existing unsafe and dangerous condition has been made, it is requested that this Town Board render a decision that the premises are unsafe and dangerous, a fire hazard and a public nuisance, and that the Acting Commissioner of Buildings forthwith **DEMOLISH AND REMOVE THE TWO STORY WOOD FRAME ONE FAMILY DWELLING WITH TWO CAR DETACHED GARAGE, AND REMOVE ALL LITTER AND DEBRIS FROM PROPERTY: LOCATED ON THE NORTH SIDE OF HENRY ROAD, 96 FEET EAST OF MEADOWBROOK ROAD, MERRICK, N.Y. 11566, A/K/A 15 HENRY ROAD, MERRICK, TOWN OF HEMPSTEAD IN ACCORDANCE WITH SURVEY RECOMMENDATIONS ATTACHED HERETO AND THAT THE TOWN BE REIMBURSED PURSUANT TO SECTION 90-13 OF THE CODE OF THE TOWN OF HEMPSTEAD.**

Item #

1

Case #

6542

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE DEMOLITION AND REMOVAL OF THE TWO STORY WOOD FRAME ONE FAMILY DWELLING WITH TWO CAR DETACHED GARAGE AND DEBRIS FROM PREMISE: SAID PREMISE LOCATED ON THE NORTH SIDE OF HENRY ROAD, 96 FEET EAST OF MEADOWBROOK ROAD. SECTION 55, BLOCK 20 AND LOT(S) 335-336, AKA 15 HENRY ROAD, MERRICK, TOWN OF HEMPSTEAD, NEW YORK.

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

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the two story wood frame one family dwelling with two car detached garage, located on the North side of Henry Road, 96 feet East of Meadowbrook Road, Section 55, Block 20 and Lot (s) 335-336, A/K/A 15 Henry Road, Merrick, Town of Hempstead, New York is hereby deemed to be unsafe; and

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

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In the Matter of Application

Of

Frederick A. Jawitz, Acting Commissioner of Buildings  
Of the Town of Hempstead

Against

**Shawn Stewart**  
**162 East 94<sup>th</sup> Street**  
**Brooklyn, New York 11212**

The petition of Frederick A. Jawitz, Acting Commissioner of Buildings of the Town Of Hempstead shows:

1. That pursuant to Local Law 92-1981, adopted October 27, 1981, effective date November 2, 1981, which repealed and reenacted Chapter 90 of the code of the Town of Hempstead entitled, "Dangerous Buildings and structures," petitioner submits the following:
2. The structure or structures located on premises designated as Section 44, Block 38 and lot number (s) 91, on the Land and Tax Map of the county of Nassau, are in a condition unsafe and dangerous to public safety.
3. All parties of interest have been apprised of the condition of the said structure and have been requested to correct the same. More than 60 days have elapsed since the aforementioned notice was given.
4. The parties in interest were advised that a hearing before this Town Board would take place on **June 28, 2022**.
5. As no effort to correct the existing unsafe and dangerous condition has been made, it is requested that this Town Board render a decision that the premises are unsafe and dangerous, a fire hazard and a public nuisance, and that the Acting Commissioner of Buildings forthwith **DEMOLISH AND REMOVE THE TWO STORY WOOD FRAME ONE FAMILY DWELLING, AND REMOVE ALL LITTER AND DEBRIS FROM PROPERTY: LOCATED ON THE WEST SIDE OF WARREN STREET, 340 FEET NORTHEAST OF LAWRENCE STREET, UNIONDALE, N.Y. 11553, A/K/A 173 WARREN STREET, UNIONDALE, TOWN OF HEMPSTEAD IN ACCORDANCE WITH SURVEY RECOMMENDATIONS ATTACHED HERETO AND THAT THE TOWN BE REIMBURSED PURSUANT TO SECTION 90-13 OF THE CODE OF THE TOWN OF HEMPSTEAD.**

Item # 2

Case # 6542

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE DEMOLITION AND REMOVAL OF THE TWO STORY WOOD FRAME ONE FAMILY DWELLING AND DEBRIS FROM PREMISE: SAID PREMISE LOCATED ON THE WEST SIDE OF WARREN STREET, 340 FEET NORTHEAST OF LAWRENCE STREET. SECTION 44, BLOCK 38 AND LOT(S) 91, AKA 173 WARREN STREET, UNIONDALE, TOWN OF HEMPSTEAD, NEW YORK.

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

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the two story wood frame one family dwelling, located on the West side of Warren Street, 340 feet Northeast of Lawrence Street, Section 44, Block 38 and Lot (s) 91, A/K/A 173 Warren Street, Uniondale, Town of Hempstead, New York is hereby deemed to be unsafe; and

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

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In the Matter of Application

Of

Frederick A. Jawitz, Acting Commissioner of Buildings  
Of the Town of Hempstead

Against

**Mercedes Barrios**  
**2608 Stewart Avenue**  
**Westbury, New York 11590**

The petition of Frederick A. Jawitz, Acting Commissioner of Buildings of the Town Of Hempstead shows:

1. That pursuant to Local Law 92-1981, adopted October 27, 1981, effective date November 2, 1981, which repealed and reenacted Chapter 90 of the code of the Town of Hempstead entitled, "Dangerous Buildings and structures," petitioner submits the following:
2. The structure or structures located on premises designated as Section 45, Block 40 and lot number (s) 348, on the Land and Tax Map of the county of Nassau, are in a condition unsafe and dangerous to public safety.
3. All parties of interest have been apprised of the condition of the said structure and have been requested to correct the same. More than 60 days have elapsed since the aforementioned notice was given.
4. The parties in interest were advised that a hearing before this Town Board would take place on **June 28, 2022**.
5. As no effort to correct the existing unsafe and dangerous condition has been made, it is requested that this Town Board render a decision that the premises are unsafe and dangerous, a fire hazard and a public nuisance, and that the Acting Commissioner of Buildings forthwith **DEMOLISH AND REMOVE THE ONE STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, AND REMOVE ALL LITTER AND DEBRIS FROM PROPERTY: LOCATED ON THE SOUTH SIDE OF STEWART AVENUE, 65 FEET EAST OF PLEASANT AVENUE, WESTBURY, N.Y. 11590, A/K/A 2608 STEWART AVENUE, WESTBURY, TOWN OF HEMPSTEAD IN ACCORDANCE WITH SURVEY RECOMMENDATIONS ATTACHED HERETO AND THAT THE TOWN BE REIMBURSED PURSUANT TO SECTION 90-13 OF THE CODE OF THE TOWN OF HEMPSTEAD.**

Item #

3

Case #

6542

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE DEMOLITION AND REMOVAL OF THE ONE STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE AND DEBRIS FROM PREMISE: SAID PREMISE LOCATED ON THE SOUTH SIDE OF STEWART AVENUE, 65 FEET EAST OF PLEASANT AVENUE. SECTION 45, BLOCK 40 AND LOT(S) 348, AKA 2608 STEWART AVENUE, WESTBURY, TOWN OF HEMPSTEAD, NEW YORK.

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

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the one story wood frame one family dwelling with detached garage, located on the South side of Stewart Avenue, 65 feet East of Pleasant Avenue, Section 45, Block 40 and Lot (s) 348, A/K/A 2608 Stewart Avenue, Westbury, Town of Hempstead, New York is hereby deemed to be unsafe; and

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

**NOTICE OF PUBLIC HEARING**

PLEASE TAKE NOTICE that pursuant to Article 9 of the New York State Constitution, the provisions of the Town Law and Municipal Home Rule of the State of New York, both as amended, a public hearing will be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, on the 14<sup>th</sup> day of June, 2022, at 10:30 o'clock in the forenoon of that day to consider the enactment of a local law to amend Chapter 202 of the code of the Town of Hempstead to INCLUDE and REPEAL "REGULATIONS AND RESTRICTIONS" to limit parking at the following locations:

BALDWIN  
Section 202-5

CLAY STREET (TH 112/22) North Side - NO PARKING 8 AM TO 4 PM MONDAY TO FRIDAY - starting at point 123 feet west of the west curbline of Grand Boulevard then west for a distance of 59 feet.

OCEANSIDE  
Section 202-13

SARATOGA STREET (TH 191/22) East Side - NO PARKING 4 PM TO 6 PM MONDAY - FRIDAY - starting at a point 160 feet north of the north curbline of Merrick Road then north for a distance of 30 feet.

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

BALDWIN  
Section 202-5

CLAY STREET (TH 112/22) North Side - NO PARKING ANYTIME EXCEPT SATURDAYS, SUNDAYS AND HOLIDAYS - starting at a point 123 feet west of the west curbline of Grand Boulevard then west for a distance of 59 feet. (Adopted 4/26/22)

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

Dated: May 24, 2022  
Hempstead, New York

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF HEMPSTEAD

DONALD X. CLAVIN, JR.  
Supervisor

KATE MURRAY  
Town Clerk

Item #

4

Case #

30689

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 twenty of two thousand twenty two is hereby amended by including therein "REGULATIONS AND RESTRICTIONS" to limit parking at the following locations:

BALDWIN  
Section 202-5

CLAY STREET (TH 112/22) North Side – NO PARKING 8 AM TO 4 PM MONDAY TO FRIDAY – starting at point 123 feet west of the west curblin of Grand Boulevard then west for a distance of 59 feet.

OCEANSIDE  
Section 202-13

SARATOGA STREET (TH 191/22) East Side – NO PARKING 4 PM TO 6 PM MONDAY – FRIDAY – starting at a point 160 feet north of the north curblin of Merrick Road then north for a distance of 30 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 twenty of two thousand twenty two is hereby amended by repealing therein "REGULATIONS AND RESTRICTIONS" to limit parking at the following locations:

BALDWIN  
Section 202-5

CLAY STREET (TH 112/22) North Side – NO PARKING ANYTIME EXCEPT SATURDAYS, SUNDAYS AND HOLIDAYS – starting at a point 123 feet west of the west curblin of Grand Boulevard then west for a distance of 59 feet. (Adopted 4/26/22)

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



**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 14<sup>th</sup> day of June, 2022, 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**

ROBERTA LANE (TH 173/22) East Side - NO STOPPING HERE TO CORNER - starting at the north curbline of Camp Avenue north for a distance of 30 feet.

ROBERTA LANE (TH 173/22) West Side - NO STOPPING HERE TO CORNER - starting at the north curbline of Camp Avenue north for a distance of 45 feet.

**FRANKLIN SQUARE**

SPRAGUE AVENUE (TH 189/22) North Side - NO STOPPING HERE TO CORNER - starting at the east curbline of Smith Street east for a distance of 30 feet.

SMITH STREET (TH 189/22) East Side - NO STOPPING HERE TO CORNER - starting at the north curbline of Sprague Avenue north for a distance of 30 feet.

**LEVITTOWN**

WOLCOTT ROAD (TH 181/22) East Side - NO STOPPING ANYTIME - starting at a point 283 feet north of the north curbline of Meadow Lane then north for a distance of 60 feet.

**NORTH BELLMORE**

NORTH JERUSALEM ROAD (TH 187/22) South Side - NO STOPPING HERE TO CORNER - starting at the east curbline of Hilda Street east for a distance of 76 feet.

NORTH JERUSALEM ROAD (TH 187/22) South Side - NO STOPPING ANYTIME - starting at a point 76 feet east of the east curbline of Hilda Street east for a distance of 98 feet.

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Date # 30690

OCEANSIDE

CLOVERMERE ROAD (TH 171/22) North Side  
- NO STOPPING HERE TO CORNER - starting  
from the west curbline of Oceanside  
Road west for a distance of 25 feet.

CLOVERMERE ROAD (TH 171/22) South Side  
- NO STOPPING HERE TO CORNER - starting  
from the west curbline of Oceanside  
Road west for a distance of 30 feet.

LOFTUS AVENUE (TH 188/22) East Side -  
NO PARKING ANYTIME - starting at a  
point 180 feet south of the south  
curbline of Nassau Parkway south for a  
distance of 60 feet.

WEST HEMPSTEAD

CHESTNUT STREET (TH 178/22) South Side  
- NO STOPPING HERE TO CORNER - starting  
at the west curbline of Locust Street  
west for a distance of 40 feet.

LOCUST STREET (TH 178/22) North Side -  
NO STOPPING HERE TO CORNER - starting  
at the west curbline of Chestnut Street  
west for a distance of 50 feet.

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

NORTH BELLMORE

NORTH JERUSALEM ROAD (TH 393/11) South  
Side - NO STOPPING ANYTIME - starting  
at a point 75 feet east of the east  
curbline of Hilda Street east for a  
distance of 37 feet. (Adopted 11/13/12)

NORTH JERUSALEM ROAD (TH 138/21) South  
Side - NO STOPPING ANYTIME - starting  
at a point 50 feet west of the west  
curbline of Hoover Street west for a  
distance of 34 feet. (Adopted 6/15/21)

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

Dated: May 24, 2022  
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 twenty one of two thousand twenty two is hereby amended by including therein "PARKING OR STANDING PROHIBITIONS" at the following locations:

## BELLMORE

ROBERTA LANE (TH 173/22) East Side – NO STOPPING HERE TO CORNER – starting at the north curblines of Camp Avenue north for a distance of 30 feet.

ROBERTA LANE (TH 173/22) West Side – NO STOPPING HERE TO CORNER – starting at the north curblines of Camp Avenue north for a distance of 45 feet.

## FRANKLIN SQUARE

SPRAGUE AVENUE (TH 189/22) North Side – NO STOPPING HERE TO CORNER – starting at the east curblines of Smith Street east for a distance of 30 feet.

SMITH STREET (TH 189/22) East Side – NO STOPPING HERE TO CORNER – starting at the north curblines of Sprague Avenue north for a distance of 30 feet.

## LEVITTOWN

WOLCOTT ROAD (TH 181/22) East Side – NO STOPPING ANYTIME – starting at a point 283 feet north of the north curblines of Meadow Lane then north for a distance of 60 feet.

## NORTH BELLMORE

NORTH JERUSALEM ROAD (TH 187/22) South Side – NO STOPPING HERE TO CORNER – starting at the east curblines of Hilda Street east for a distance of 76 feet.

NORTH JERUSALEM ROAD (TH 187/22) South Side – NO STOPPING ANYTIME – starting at a point 76 feet east of the east curblines of Hilda Street east for a distance of 98 feet.

## OCEANSIDE

CLOVERMERE ROAD (TH 171/22) North Side – NO STOPPING HERE TO CORNER – starting from the west curblines of Oceanside Road west for a distance of 25 feet.

CLOVERMERE ROAD (TH 171/22) South Side – NO STOPPING HERE TO CORNER – starting from the west curblines of Oceanside Road west for a distance of 30 feet.

LOFTUS AVENUE (TH 188/22) East Side – NO PARKING ANYTIME – starting at a point 180 feet south of the south curblines of Nassau Parkway south for a distance of 60 feet.

## WEST HEMPSTEAD

CHESTNUT STREET (TH 178/22) South Side – NO STOPPING HERE TO CORNER – starting at the west curblines of Locust Street west for a distance of 40 feet.

LOCUST STREET (TH 178/22) North Side – NO STOPPING HERE TO CORNER – starting at the west curblines of Chestnut Street west for a distance of 50 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 twenty one of two thousand twenty two is hereby amended by including therein "PARKING OR STANDING PROHIBITIONS" at the following locations:

NORTH BELLMORE

NORTH JERUSALEM ROAD (TH 393/11) South Side – NO STOPPING ANYTIME – starting at a point 75 feet east of the east curbline of Hilda Street east for a distance of 37 feet. (Adopted 11/13/12)

NORTH JERUSALEM ROAD (TH 138/21) South Side – NO STOPPING ANYTIME – starting at a point 50 feet west of the west curbline of Hoover Street west for a distance of 34 feet. (Adopted 6/15/21)

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

**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 14<sup>th</sup> day of June, 2022, at 10:30 o'clock in the forenoon of that day to consider the enactment of a local law to amend Section 197-5 of the code of the Town of Hempstead to INCLUDE "ARTERIAL STOPS" at the following locations:

EAST MEADOW                      5<sup>th</sup> STREET (TH 194/22) STOP - all traffic traveling northeast bound on DeWolfe Place shall come to a full stop.

WOODMERE                              EAST END (TH 169/22) STOP - all traffic traveling southeast bound on Fordham Lane shall come to a full stop.

FORDHAM LANE (TH 169/22) STOP - all traffic traveling northwest bound on Fordham Lane 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: May 24, 2022  
Hempstead, New York

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF HEMPSTEAD

DONALD X. CLAVIN, JR.  
Supervisor

KATE MURRAY  
Town Clerk

Item #

6

Case #

30691

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 twenty two of two thousand twenty two is hereby amended by including therein "ARTERIAL STOPS" at the following locations:

EAST MEADOW. 5<sup>th</sup> STREET (TH 194/22) STOP – all traffic traveling northeast bound on DeWolfe Place shall come to a full stop.

WOODMERE EAST END (TH 169/22) STOP – all traffic traveling southeast bound on Fordham Lane shall come to a full stop.

FORDHAM LANE (TH 169/22) STOP – all traffic traveling northwest bound on Fordham Lane shall come to a full stop.

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

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that pursuant to Section 202-48 of the code of the Town of Hempstead entitled, "Handicapped Parking on Public Streets," a public hearing will be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, on the 14th day of June , 2022, 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:

FRANKLIN SQUARE

RINTIN STREET - east side, starting at a point 253 feet north of the north curblineline of Naple Avenue, north for a distance of 20 feet.  
(TH-179/22)

ROOSEVELT

E. PENNYWOOD AVENUE - south side, starting at a point 525 feet west of the west curblineline of Park Avenue, west for a distance of 20 feet.  
(TH-182/22)

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

ELMONT

C STREET - north side, starting at a point 80 feet west of the west curblineline of Eureka Avenue, west for a distance of 20 feet.  
(TH-166/03 - 6/17/03) (TH-197/22)

RANDALL AVENUE - west side, starting at a point 186 feet south of the south curblineline of Sweetman Avenue, south for a distance of 20 feet.  
(TH-30/07 - 4/17/07) (TH-183(B)/22)

ALL PERSONS INTERESTED shall have an opportunity to be

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Case # 21507

heard on said proposal at the time and place aforesaid.

Dated: Hempstead, New York  
May 24, , 2022

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 Law of the State of New York, as amended, a public hearing will be held in the Nathan L. H. Bennett Pavilion, Hempstead Town Hall, Town Hall Plaza, 1 Washington Street, Village and Town of Hempstead, New York, on the 14<sup>th</sup> day of June, 2022, at 10:30 o'clock in the forenoon of that day, to consider the enactment of a local law to amend Section 202-58 of Chapter 202 of the Code of the Town of Hempstead, in relation to restricted parking in residential areas immediately adjacent to Belmont Park Racetrack in Elmont and Bellerose Terrace, New York.

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

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

Dated: Hempstead, New York  
May 24, 2022

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

KATE MURRAY  
Town Clerk

DONALD X. CLAVIN, JR.  
Supervisor

Item #

8

Case #

21397

Intro. No.

Print No.

Town of Hempstead

A local law to amend Chapter 202 of the Code of the Town of Hempstead, in relation to restricted parking in residential areas immediately adjacent to Belmont Park Racetrack in Elmont and Bellerose Terrace, New York.

Introduced by:

BE IT ENACTED by the Town Board of the Town of Hempstead as follows:

Section 1.

Paragraph H. of Section 202-58 of the Town Code is amended to read as follows:

Chapter 202  
Parking

\* \* \*

H. The restrictions for permitted parking as per this section shall apply to the following:

(1) "No Parking anytime, except with permit."

a. This restriction shall apply to the following areas:

LOCUSTWOOD BOULEVARD from the south curbline of Hempstead Turnpike south to the North curbline of Hathaway Avenue.

HEATHCOTE ROAD from the south curbline of Hempstead Turnpike south to the north curbline of Hathaway Avenue.

STERLING ROAD from the south curbline of Hempstead Turnpike south to the north curbline of 109<sup>th</sup> Avenue.

HUNTLEY ROAD from the south curbline of Hempstead Turnpike south to its termination.

106<sup>th</sup> AVENUE from the east curbline of Wellington Road east, to the west curbline of Fieldmere Street.

SUSSEX ROAD from the south curbline of Hempstead Turnpike south to the north curbline of 109<sup>th</sup> Avenue.

FIELDMERE STREET from the south curblinE of Hempstead Turnpike south to the north curblinE of 109<sup>th</sup> Avenue.

WELLINGTON ROAD from the south curblinE of Hempstead Turnpike south to the north curblinE of Hathaway Avenue.

WARWICK ROAD from the south curblinE of Hempstead Turnpike south to the north curblinE of 109<sup>th</sup> Avenue.

OAK STREET from the east curblinE of Warwick Road east to the west curblinE of Fieldmere Street.

PINE STREET east curblinE of Warwick Road east to the west curblinE of Fieldmere Street.

109<sup>th</sup> AVENUE from the west curblinE of Wellington Road, east to the east curblinE of Fieldmere Street.

HATHAWAY AVENUE from the westernmost beginning to the east curblinE of Locustwood Boulevard.

95TH AVENUE EAST OF 225TH STREET;

225TH STREET from Jamaica Avenue to Superior Road.

226TH STREET from Jamaica Avenue to Superior Road.

238TH STREET from Jamaica Avenue to Superior Road.

239TH STREET from Superior Road Jamaica Avenue westbound.

240TH STREET from the south curblinE of Jericho Turnpike to Superior Road.

241ST STREET from the south curblinE of Jericho Turnpike to Ontario Road.

242ND STREET from the Cross Island Parkway to Superior Road.

243RD STREET from the Cross Island Parkway to Superior Road.

244TH STREET FROM SUPERIOR ROAD TO JAMAICA AVENUE WESTBOUND.

95TH AVENUE from the Nassau County line to the west curblinE of 239<sup>th</sup> Street.

245TH STREET from the south curbline of Jericho Turnpike to Superior Road.

246TH STREET from the south curbline of Jericho Turnpike to Superior Road.

COLONIAL ROAD from the south curbline of Jericho Turnpike to Superior Road.

ONTARIO ROAD from the west curbline of 239<sup>th</sup> Street eastward toward the Village of Bellerose boundary line.

SUPERIOR ROAD from the east curbline of 238<sup>th</sup> Street to the west curbline of Colonial Road.

HURON ROAD within the unincorporated area of Bellerose.

HUDSON ROAD within the unincorporated area of Bellerose.

\* \* \*

## Section 2.

This local law shall become effective immediately upon filing with the secretary of state.

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN, pursuant to the provisions of the Building Zone Ordinance of the Town of Hempstead, that a public hearing will be held by the Town Board of said Town on June 14<sup>th</sup>, 2022 at 10:30 o'clock in the forenoon of that day in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, for the purpose of considering the application of Mattone Group Raceway, LLC and Gart Roosevelt Associates, LLC for an amendment of Section 370 of Article XXXV of the Building Zone Ordinance of the Town of Hempstead to include the retail sale of automobiles as a principal permitted use and for a special permit pursuant to Section 371E of said Article to allow the introduction of a service facility at premises on Corporate Drive in (NR) Westbury, New York.

Premises:

An irregularly-shaped parcel of property situated on the south side of Corporate Drive and east side of Merchant's Concourse maintaining frontage along each of said roadways and containing 1,408,086 square feet (32.33 acres) of property situated within the Roosevelt Raceway Planned Unit Development District in the unincorporated portion of Westbury, Town of Hempstead, County of Nassau, State of New York.

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

Item #

9

Case #

28232

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

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

DONALD X. CLAVIN JR.  
SUPERVISOR

KATE MURRAY  
TOWN CLERK

Dated: May 24 ,2022  
Hempstead, N.Y.

**DECISION:**  
**UNITED GAS**  
**CORP.**  
**UNIONDALE**

cm# 10

cas# 5021

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution

And moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING PERMISSION GRANTED TO THE KIWANIS CLUB OF LEVITTOWN, LEVITTOWN, NEW YORK TO USE TOWN OF HEMPSTEAD PARKING FIELD L-2, LEVITTOWN, NEW YORK FOR THE PURPOSE OF HOLDING THE LEVITTOWN SPRING FESTIVAL ON JUNE 4, 2022 (RAINDATE JUNE 11, 2022).

WHEREAS, the Kiwanis Club of Levittown, P.O. Box 152, Levittown, New York 11756 Attention: Michael Pappas had requested to use Town of Hempstead Parking Field L-2, Levittown, New York for the purpose of holding the Levittown Spring Festival on June 4, 2022 (Raindate June 11, 2022) (the "Festival"); 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 the Kiwanis Club of Levittown, P.O. Box 152, Levittown, New York Attention: Michael Pappas to use Town of Hempstead Parking Field L-2, Levittown, New York for the purpose of holding the Festival is hereby ratified and confirmed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 11

Case # 20915



CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution

And moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING PERMISSION GRANTED TO MEMORIAL PRESBYTERIAN CHURCH, ROOSEVELT, NEW YORK TO USE TOWN OF HEMPSTEAD PARKING FIELD R-1, ROOSEVELT, NEW YORK FOR THE PURPOSE OF HOLDING HOPE DAY ON JUNE 4, 2022.

WHEREAS, the Memorial Presbyterian Church, 189 Babylon Turnpike, Roosevelt, New York 11575 Attention: Andrea Morgan-Eason, Coordinator, had requested to use Town of Hempstead Parking Field R-1, Roosevelt, New York for the purpose of holding Hope Day on June 4, 2022; 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 the Memorial Presbyterian Church, 189 Babylon Turnpike, Roosevelt, New York 11575 Attention: Andrea Morgan-Eason, Coordinator to use Town of Hempstead Parking Field R-1, Roosevelt, New York for the purpose of holding Hope Day on June 4, 2022 is hereby ratified and confirmed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 4

Case # 20915

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution

And moved its adoption:

RESOLUTION GRANTING PERMISSION TO THE ROOSEVELT CHAMBER OF COMMERCE. ROOSEVELT, NEW YORK TO USE TOWN OF HEMPSTEAD PARKING FIELDS R-1 & R-2, ROOSEVELT, NEW YORK FOR THE PURPOSE OF HOLDING THE "FATHER'S DAY CAR AND BIKE SHOW" ON JUNE 18, 2022 AND THE "UNITY IN THE COMMUNITY FESTIVAL AND CAR SHOW" ON AUGUST 20, 2022.

WHEREAS, the Roosevelt Chamber of Commerce, P.O. 222, Roosevelt, New York 11575 Attention: John F. Boyd, Sr., President has requested to use Town of Hempstead Parking Fields R-1 & R-2, Roosevelt, New York for the purpose of holding the "Father's Day Car and Bike Show" on June 18, 2022 and the "Unity In The Community Festival and Car Show" on August 20, 2022; (the "Festivals"); 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 Roosevelt Chamber of Commerce, P.O. Box 222, Roosevelt, New York 11575 Attention: John F. Boyd, Sr., President to use Town of Hempstead Parking Fields R-1 & R-2, Roosevelt, New York for the purpose of holding the Festivals on June 18, 2022 and August 20, 2022; and be it further

RESOLVED, that in conducting said activity the Roosevelt Chamber of Commerce shall comply with all the provisions of the Code of the Town of Hempstead.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 11

Case # 20915

CASE NO. 25843

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved  
its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE GRANTING  
OF THE APPLICATION OF THE BELLEROSE FIRE DEPARTMENT  
FOR A PARADE PERMIT FOR A PARADE HELD IN BELLEROSE,  
NEW YORK, ON MAY 30, 2022.

WHEREAS, John Gibbons of Floral Park, New York, Chief of the  
Bellerose Fire Department, New York has filed an application with the Town  
Clerk of the Town of Hempstead, for a Parade Permit for a Parade to be held in  
Bellerose, New York, on May 30, 2022 from 9:00 AM to 10:30 AM and

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the GRANTING of the aforesaid application of John  
Gibbons, Chief of the Bellerose Fire Department, be and the same is hereby  
RATIFIED AND CONFIRMED, subject to all the provisions of Chapter 117  
entitled Parades, Code of the Town of Hempstead

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 12

Case # 25843

CASE NO. 25843

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved

its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE GRANTING OF THE APPLICATION OF EAST MEADOW AMERICAN LEGION POST 1082 FOR A PARADE PERMIT FOR A PARADE HELD IN EAST MEADOW, NEW YORK, ON MAY 30, 2022.

WHEREAS, Pete Wenninger of Westbury, New York, Commander of the East Meadow American Legion Post 1082, New York has filed an application with the Town Clerk of the Town of Hempstead, for a Parade Permit for a Parade to be held in East Meadow, New York, on May 30, 2022 from 10:00 AM to 12:00 PM and

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the GRANTING of the aforesaid application of Pete Wenninger, Commander Of American Legion of the East Meadow American Legion post 1082, be and the same is hereby RATIFIED AND CONFIRMED, subject to all the provisions of Chapter 117 entitled Parades, Code of the Town of Hempstead

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 17

Case # 25843

CASE NO. 25843

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved  
its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE GRANTING  
OF THE APPLICATION OF CURE OF ARS CHURCH FOR A PARADE  
PERMIT FOR A PROCESSION HELD IN MERRICK, NEW YORK,  
ON MAY 23, 2022.

WHEREAS, Joann McDermott of Merrick, New York, Member of the  
Planning Committee for the Cure of Ars Church, New York has filed an  
application with the Town Clerk of the Town of Hempstead, for a Parade Permit  
for a Procession to be held in Merrick, New York, on May 23, 2022 from 6:45  
PM to 7:30 PM and

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the GRANTING of the aforesaid application of Joann  
McDermott, Member of the Planning Committee for the Cure of Ars Church, be  
and the same is hereby RATIFIED AND CONFIRMED, subject to all the  
provisions of Chapter 117 entitled Parades, Code of the Town of Hempstead

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 12

Case # 25843

CASE NO. 25843

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved  
its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE GRANTING  
OF THE APPLICATION OF FOREVER 9 - THE ROBBIE LEVINE  
FOUNDATION FOR A PARADE PERMIT FOR A K-RUN HELD IN  
MERRICK, NEW YORK, ON JUNE 5, 2022.

WHEREAS, Jill Levine of Merrick, New York, Director/Founder of the  
Forever 9 - The Robbie Levine Foundation, New York has filed an application  
with the Town Clerk of the Town of Hempstead, for a Parade Permit for a K-Run  
to be held in Merrick, New York, on June 5, 2022 from 8:50 AM to 9:15 AM and

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the GRANTING of the aforesaid application of Jill  
Levine, Director/Founder of the Forever 9 - The Robbie Levine Foundation, be  
and the same is hereby RATIFIED AND CONFIRMED, subject to all the  
provisions of Chapter 117 entitled Parades, Code of the Town of Hempstead

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 12

Case # 25843

CASE NO. 25843

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved  
its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE GRANTING  
OF THE APPLICATION OF VFW POST #2770 FOR A PARADE  
PERMIT FOR A PARADE HELD IN NORTH BELLMORE, NEW  
YORK, ON MAY 30, 2022.

WHEREAS, Richard McCabe of Bellmore, New York, Commander for  
VFW Post #2770, New York has filed an application with the Town Clerk of the  
Town of Hempstead, for a Parade Permit for a Parade to be held in North  
Bellmore, New York, on May 30, 2022 from 10:00 AM to 11:30 AM and

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the GRANTING of the aforesaid application of Richard  
McCabe, Commander for VFW Post #2770, be and the same is hereby RATIFIED  
AND CONFIRMED, subject to all the provisions of Chapter 117 entitled Parades,  
Code of the Town of Hempstead

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 12

Case # 25843

CASE NO. 25843

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved  
its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE GRANTING OF  
THE APPLICATION OF ST. ANTHONY'S CHURCH FOR A PARADE  
PERMIT FOR A K-RUN HELD IN OCEANSIDE, NEW YORK, ON  
JUNE 11, 2022.

WHEREAS, Thomas Cesiro III of Oceanside, New York, Chairman for St.  
Anthony's Church, New York has filed an application with the Town Clerk of the  
Town of Hempstead, for a Parade Permit for a K-Run to be held in Oceanside,  
New York, on June 11, 2022 from 8:00 AM to 11:00 AM and

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the GRANTING of the aforesaid application of Thomas  
Cesiro III, Chairman for St. Anthony's Church, be and the same is hereby  
RATIFIED AND CONFIRMED, subject to all the provisions of Chapter 117  
entitled Parades, Code of the Town of Hempstead

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 12

Case # 25843



CASE NO. 25843

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved  
its adoption:

RESOLUTION GRANTING THE APPLICATION OF THE POINT  
LOOKOUT FIRE DEPARTMENT FOR A PARADE PERMIT FOR A  
PARADE TO BE HELD IN POINT LOOKOUT, NEW YORK, ON  
JULY 4, 2022.

WHEREAS, William Wade of Point Lookout, New York, Chief of the  
Point Lookout Fire Department, New York has filed an application with the Town  
Clerk of the Town of Hempstead, for a Parade Permit for a Parade to be held in  
Point Lookout, New York, on July 4, 2022 from 10:00 AM to 11:00 AM and

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the aforesaid application of William Wade, Chief of the  
Point Lookout Fire Department, be and the same is hereby GRANTED, subject to  
all the provisions of Chapter 117 entitled Parades, Code of the Town of  
Hempstead

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 12

Case # 25843

CASE NO. 25843

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved  
its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE GRANTING  
OF THE APPLICATION OF SEAFORD AMERICAN LEGION FOR A  
PARADE PERMIT FOR A PARADE HELD IN SEAFORD, NEW  
YORK, ON MAY 30, 2022.

WHEREAS, William Hoehn of Seaford, New York, Commander of the  
Seaford American Legion, New York has filed an application with the Town Clerk  
of the Town of Hempstead, for a Parade Permit for a Parade to be held in Seaford,  
New York, on May 30, 2022 from 10:00 AM to 11:15 AM and

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the GRANTING of the aforesaid application of William  
Hoehn, Commander of the Seaford American Legion, be and the same is hereby  
RATIFIED AND CONFIRMED, subject to all the provisions of Chapter 117  
entitled Parades, Code of the Town of Hempstead

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 17

Case # 25843

CASE NO. 25843

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved  
its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE GRANTING  
OF THE APPLICATION OF THE SOUTH HEMPSTEAD FIRE  
DEPARTMENT FOR A PARADE PERMIT FOR A PARADE HELD IN  
SOUTH HEMPSTEAD, NEW YORK, ON MAY 29, 2022.

WHEREAS, Jessica Moustapha of South Hempstead, New York, District  
Secretary for The South Hempstead Fire Department, New York has filed an  
application with the Town Clerk of the Town of Hempstead, for a Parade Permit  
for a Parade to be held in South Hempstead, New York, on May 29, 2022 from  
10:00 AM to 11:00 AM and

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the GRANTING of the aforesaid application of Jessica  
Moustapha, District Secretary for The South Hempstead Fire Department, be and  
the same is hereby RATIFIED AND CONFIRMED, subject to all the provisions  
of Chapter 117 entitled Parades, Code of the Town of Hempstead

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 12

Case # 25843

CASE NO. 25843

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved  
its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE GRANTING  
OF THE APPLICATION OF WANTAGH POST 1273 FOR A PARADE  
PERMIT FOR A PARADE HELD IN WANTAGH, NEW YORK, ON  
MAY 30, 2022.

WHEREAS, John Sottnik of Wantagh, New York, Third Vice Commander  
of Wantagh Post 1273, New York has filed an application with the Town Clerk of  
the Town of Hempstead, for a Parade Permit for a Parade to be held in Wantagh,  
New York, on May 30, 2022 from 10:00 AM to 12:00 PM and

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the GRANTING of the aforesaid application of John  
Sottnik, Third Vice Commander of the Wantagh Post 1273, be and the same is  
hereby RATIFIED AND CONFIRMED, subject to all the provisions of Chapter  
117 entitled Parades, Code of the Town of Hempstead

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 12

Case # 25843

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption as follows:

**RESOLUTION AMENDING RESOLUTION NO. 560-2022 TO CORRECT A CERTAIN INADVERTENT CLERICAL ERROR**

**WHEREAS**, Resolution No. 560-2022 was duly adopted by this Town Board on April 26, 2022 for the specific purpose of accepting a \$5,000.00 donation from Possible Productions, Inc. in conjunction with its use of a portion of the Echo Park Parking Lot to accommodate various trucks and campers while filming a production in nearby Malverne; and

**WHEREAS**, pursuant to said Resolution, the Town Comptroller was authorized to deposit the donation proceeds into the "Gifts and Donation Account (#403-007-0403-2705)"; and

**WHEREAS**, upon subsequent review, the Town Comptroller has determined that as a result of an inadvertent clerical error, the Resolution incorrectly stated an inaccurate internal account number for the deposit of the subject donation proceeds and that, in fact, the correct associated account number for the deposit is 400-007-7110-2705; and

**WHEREAS**, this Town Board finds that it is in the Town's interest to amend Resolution No. 560-2022 for the limited purpose of correcting the internal account number into which the aforementioned donation proceeds from Possible Productions, Inc. should be deposited.

**NOW, THEREFORE, BE IT**

**RESOLVED** that Resolution No. 560-2022 be and hereby is amended for the limited purpose of correcting the internal donation account number therein stated from 403-007-0403-2705 to 400-007-7110-2705 and that with the exception of this one corrected revision, Resolution No. 560-2022 shall otherwise remain in full force and effect.

The foregoing resolution was adopted upon roll call as follows:

AYES: ( )

NOES: ( )

Item # 13

Case # 21943

CASE NO.

RESOLUTION NO.

ADOPTED:

RESOLUTION TO APPROVE THE ADOPTION OF AN  
AMENDMENT TO INCREASE PAYMENT TO MONITORS  
CONDUCTING CIVIL SERVICE EXAMINATIONS

offered the following Resolution and moved its adoption as follows:

WHEREAS, the Town Board of the Town of Hempstead by Resolution #698-2018 dated May 22, 2018 has authorized and directed this Civil Service Commission to establish and maintain a list of monitors to assist in conducting Civil Service Examinations; and

WHEREAS, the Civil Service Commission of the Town of Hempstead maintains a uniform list of qualified individuals who will assist in the giving of Civil Service Examinations along with a procedure for the proper payment for their services.

NOW, THEREFORE, BE IT

RESOLVED, that the Civil Service Commission of the Town of Hempstead hereby authorizes and directs its Executive Director, Robert W. Schmidt to continue to maintain a list of qualified individuals who will assist this Commission in the giving of our Civil Service Exams; and BE IT FURTHER

RESOLVED, that the selected individuals will be paid as follows:

- "Head Monitor" - \$27.00 per hour with 4 hour minimum
- "Assistant Head Monitor" - \$21.00 per hour with 4 hour minimum
- "Monitor" - \$18.50 per hour with four hour minimum
- "Special Monitor" - to be assigned and paid as per the direction of  
The Executive Director, Civil Service Commission

and; BE IT FURTHER

RESOLVED, that Executive Director Robert W. Schmidt is authorized and directed to establish an appropriate procedure to secure the necessary funding to pay these monitors, and a procedure to insure these individuals are paid. These payments are to be charged to the Fees and Services Account No. 010-001-1431-4151.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 14

Case # 17150

offered the following resolution and moved its adoption:

RESOLUTION APPROVING THE PLOT PLAN WITH TREE PRESERVATION REPORT FOR THE PROPERTY LOCATED ON THE SOUTHEAST CORNER OF BELLMORE ROAD AND KAMPFE PLACE, SECTION 56, BLOCK 225, LOTS 59 THROUGH 61, IN NORTH BELLMORE, FILED INCONJUNCTION WITH BUILDING PERMIT APPLICATION NUMBER 22-5748 TO REAPPORTION THE LOT TO CONSTRUCT RESIDENTIAL DWELLING.

WHEREAS, Capland Homes Inc., the applicant, has submitted a building permit application to construct a dwelling in conjunction with a request to reapportion the property located on the southeast corner of Bellmore Road and Kampfe Place, section 56, block 225, lots 59 through 61, in North Bellmore and has been assigned building permit application number 22-5748, dated May 27, 2022 by the Department of Buildings and;

WHEREAS, the Town of Hempstead Town Code section 86-9.B requires that the applicant for a building permit be the owner or when the applicant is other than the owner, an affidavit by the owner or the applicant must be provided indicating the proposed work is permitted by the owner and the applicant is authorized to make such application and;

WHEREAS, the Department of Buildings is diligent in verifying the owner is in fact applying for the building permit or when other than the owner makes said application, an affidavit as required by section 86-9.B of the Town Code is made part of the original filing and;

WHEREAS, the applicant has submitted both a plot plan of the subject property prepared by FRANK S. FERRANTELO, dated January 18, 2022 and a tree preservation affidavit prepared by Capland Homes Inc., dated May 4, 2022, specifying the location of all existing trees on the property and designating all those trees to be preserved, in conjunction with the aforementioned building permit application and;

WHEREAS, the owner of the subject property shall protect those trees shown on the tree legend as being preserved during construction, pursuant to Chapter 184-9 of the Town of Hempstead, Town code and;

WHEREAS, the owner shall replace any trees shown on the tree preservation affidavit as being preserved, that are removed for any reason, with an equal or greater number of suitable trees and;

WHEREAS, the Department of Buildings has approved the subject plot plan with tree preservation affidavit and;

WHEREAS, the Town Board finds it to be in the public interest to preserve the natural beauty and environmental contributions of healthy trees while allowing lawful building and development of privately owned property in the Town of Hempstead;

NOW, THEREFORE, BE IT

RESOLVED, that the plot plan with tree preservation report submitted by Capland Homes Inc. in conjunction with building permit application number 22-5748 for the property located on the southeast corner of Bellmore Road and Kampfe Place,, section 56, block 225, lot 59 through 61, in North Bellmore, be and the same is hereby approved.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 15

Case # 23288

offered the following resolution and moved its adoption:

RESOLUTION APPROVING THE PLOT PLAN WITH TREE PRESERVATION REPORT FOR THE PROPERTY LOCATED ON THE EAST SIDE OF BELLMORE ROAD, 60 FEET SOUTH OF KAMPFE PLACE, SECTION 56, BLOCK 225, LOTS 62 THROUGH 64, IN NORTH BELLMORE, FILED INCONJUNCTION WITH BUILDING PERMIT APPLICATION NUMBER 22-5747 TO REAPPORTION THE LOT TO CONSTRUCT RESIDENTIAL DWELLING.

WHEREAS, Capland Homes Inc., the applicant, has submitted a building permit application to construct a dwelling in conjunction with a request to reapportion the property located on the east side of Bellmore Road, 60 feet south of Kampfe Place, section 56, block 225, lots 62 through 64, in North Bellmore and has been assigned building permit application number 22-5747, dated May 27, 2022 by the Department of Buildings and;

WHEREAS, the Town of Hempstead Town Code section 86-9.B requires that the applicant for a building permit be the owner or when the applicant is other than the owner, an affidavit by the owner or the applicant must be provided indicating the proposed work is permitted by the owner and the applicant is authorized to make such application and;

WHEREAS, the Department of Buildings is diligent in verifying the owner is in fact applying for the building permit or when other than the owner makes said application, an affidavit as required by section 86-9.B of the Town Code is made part of the original filing and;

WHEREAS, the applicant has submitted both a plot plan of the subject property prepared by FRANK S. FERRANTELO, dated January 18, 2022 and a tree preservation affidavit prepared by Capland Homes Inc., dated May 4, 2022, specifying the location of all existing trees on the property and designating all those trees to be preserved, in conjunction with the aforementioned building permit application and;

WHEREAS, the owner of the subject property shall protect those trees shown on the tree legend as being preserved during construction, pursuant to Chapter 184-9 of the Town of Hempstead, Town code and;

WHEREAS, the owner shall replace any trees shown on the tree preservation affidavit as being preserved, that are removed for any reason, with an equal or greater number of suitable trees and;

WHEREAS, the Department of Buildings has approved the subject plot plan with tree preservation affidavit and;

WHEREAS, the Town Board finds it to be in the public interest to preserve the natural beauty and environmental contributions of healthy trees while allowing lawful building and development of privately owned property in the Town of Hempstead;

NOW, THEREFORE, BE IT

RESOLVED, that the plot plan with tree preservation report submitted by Capland Homes Inc. in conjunction with building permit application number 22-5747 for the property located on the east side of Bellmore Road, 60 feet south of Kampfe Place, section 56, block 225, lot 62 through 64, in North Bellmore, be and the same is hereby approved.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 16

Case # 23288



offered the following resolution and moved its adoption:

RESOLUTION APPROVING THE PLOT PLAN WITH TREE PRESERVATION REPORT FOR THE PROPERTY LOCATED ON THE WEST SIDE OF HANNINGTON AVENUE 169.11 FEET SOUTH OF BELTAGH AVENUE, SECTION 56, BLOCK 297, PART OF LOT 44 AND LOT 45 IN WANTAGH, FILED IN CONJUNCTION WITH BUILDING PERMIT APPLICATION NUMBER 22-5337 TO REAPPORTION THE LOT TO CONSTRUCT 2 STORY ONE FAMILY DWELLING WITH ATTACHED GARAGE.

WHEREAS, BEEHIVE DEVELOPMENT CORP., the applicant, has submitted a building permit application to construct two story one family dwelling with attached garage in conjunction with a request to reapportion the property located on the west side of Hannington Avenue 169.11 feet south of Beltagh Avenue, section 56, block 297, part of lot 44 and lot 45 in Wantagh and has been assigned building permit application number 22-5337, dated May 13, 2022 by the Department of Buildings and;

WHEREAS, the Town of Hempstead Town Code section 86-9.B requires that the applicant for a building permit be the owner or when the applicant is other than the owner, an affidavit by the owner or the applicant must be provided indicating the proposed work is permitted by the owner and the applicant is authorized to make such application and;

WHEREAS, the Department of Buildings is diligent in verifying the owner is in fact applying for the building permit or when other than the owner makes said application, an affidavit as required by section 86-9.B of the Town Code is made part of the original filing and;

WHEREAS, the applicant has submitted both a plot plan of the subject property prepared by Elizabeth F. Bibla, dated May 6, 2022 and a tree preservation report prepared by Elizabeth F. Bibla, dated May 6, 2022, specifying the type, condition, and location of all trees on the property and designating those trees to be preserved as well as those trees to be removed, in conjunction with the aforementioned building permit application and;

WHEREAS, the owner of the subject property shall protect those trees shown on the tree legend as being preserved during construction, pursuant to Chapter 184-9 of the Town of Hempstead, Town code and;

WHEREAS, the owner shall replace any trees shown on the tree preservation report as being preserved, that are removed for any reason, with an equal or greater number of suitable trees and;

WHEREAS, the Department of Buildings has approved the subject plot plan with tree preservation report and;

WHEREAS, the Town Board finds it to be in the public interest to preserve the natural beauty and environmental contributions of healthy trees while allowing lawful building and development of privately owned property in the Town of Hempstead;

NOW, THEREFORE, BE IT

RESOLVED, that the plot plan with tree preservation report submitted by Elizabeth F. Bibla in conjunction with building permit application number 22-5337 for the west side of Hannington Avenue 169.11 feet south of Beltagh Avenue section 56, block 297, part of lot 44 and lot 45 in Wantagh, be and the same is hereby approved.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 17

Case # 23288

offered the following resolution and moved its adoption:

RESOLUTION APPROVING THE PLOT PLAN WITH TREE PRESERVATION REPORT FOR THE PROPERTY LOCATED ON THE WEST SIDE OF HANNINGTON AVENUE 99.11 FEET SOUTH OF BELTAGH AVENUE, SECTION 56, BLOCK 297, PART OF LOT 44 IN WANTAGH, FILED IN CONJUNCTION WITH BUILDING PERMIT APPLICATION NUMBER 22-5336 TO REAPPORTION THE LOT TO CONSTRUCT 2 STORY ONE FAMILY DWELLING WITH ATTACHED GARAGE.

WHEREAS, BEEHIVE DEVELOPMENT CORP., the applicant, has submitted a building permit application to construct two story one family dwelling with attached garage in conjunction with a request to reapportion the property located on the west side of Hannington Avenue 99.11 feet south of Beltagh Avenue, section 56, block 297, part of lot 44 in Wantagh and has been assigned building permit application number 22-5336, dated May 13, 2022 by the Department of Buildings and;

WHEREAS, the Town of Hempstead Town Code section 86-9.B requires that the applicant for a building permit be the owner or when the applicant is other than the owner, an affidavit by the owner or the applicant must be provided indicating the proposed work is permitted by the owner and the applicant is authorized to make such application and;

WHEREAS, the Department of Buildings is diligent in verifying the owner is in fact applying for the building permit or when other than the owner makes said application, an affidavit as required by section 86-9.B of the Town Code is made part of the original filing and;

WHEREAS, the applicant has submitted both a plot plan of the subject property prepared by Elizabeth F. Bibla, dated May 6, 2022 and a tree preservation report prepared by Elizabeth F. Bibla, dated May 6, 2022, specifying the type, condition, and location of all trees on the property and designating those trees to be preserved as well as those trees to be removed, in conjunction with the aforementioned building permit application and;

WHEREAS, the owner of the subject property shall protect those trees shown on the tree legend as being preserved during construction, pursuant to Chapter 184-9 of the Town of Hempstead, Town code and;

WHEREAS, the owner shall replace any trees shown on the tree preservation report as being preserved, that are removed for any reason, with an equal or greater number of suitable trees and;

WHEREAS, the Department of Buildings has approved the subject plot plan with tree preservation report and;

WHEREAS, the Town Board finds it to be in the public interest to preserve the natural beauty and environmental contributions of healthy trees while allowing lawful building and development of privately owned property in the Town of Hempstead;

NOW, THEREFORE, BE IT

RESOLVED, that the plot plan with tree preservation report submitted by Elizabeth F. Bibla in conjunction with building permit application number 22-5336 for the west side of Hannington Avenue 99.11 feet south of Beltagh Avenue section 56, block 297, part of lot 44 in Wantagh, be and the same is hereby approved.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 18

Case # 23288

CASE NO.:

RESOLUTION NO.

Council  
moved for its adoption:

offered the following resolution and

**RESOLUTION AUTHORIZING THE SUPERVISOR TO  
EXECUTE A BOUNDARY LINE AGREEMENT  
AFFECTING PROPERTY LOCATED AT SEAFORD  
CREEK SEAFORD, NEW YORK.**

WHEREAS, a dispute exists as to the precise location of the boundary line of lands belonging to William Wright and Patricia Wright residing at 247 Ellsworth Street, Seaford, New York, and lands of the Town of Hempstead; and

WHEREAS, the aforesaid William Wright and Patricia Wright have submitted a boundary line agreement duly executed by them in settlement of the said dispute; and

WHEREAS, said boundary line agreement would fix the location of the title line of said lands of William Wright and Patricia Wright and the Town of Hempstead along the bank Seaford Creek, Seaford, Town of Hempstead, County of Nassau, New York; and

WHEREAS, in said boundary line agreement, the Town of Hempstead quitclaims to William Wright and Patricia Wright, its right, title and interest in and to any of the lands lying and being at Seaford Creek, Seaford, County of Nassau, and State of New York, being a part of Reynolds Channel, comprising 484.50 square feet, described as follows:

**AREA TO BE CONVEYED TO PROPERTY OWNER**

**METES & BOUNDS**

**Parcel "B"**

**ALL** that certain plot, piece or parcel of land, with the buildings and improvement thereon erected, situate lying and being at Seaford, Town of Hempstead, County of Nassau, State of New York, known and designated as and by Lots 55, 56 and part of 57.

**COMMENCING** at a point on the easterly side of Ellsworth Street, distant 144.66 feet (145.41 map) southerly from the corner formed by the intersection of the easterly side of Ellsworth Street and the southerly side of Atlantic View Avenue to a point; **THENCE** South 54 degrees 29 minutes east 117.00 feet to the True point of beginning;

**RUNNING THENCE** South 54 degrees 29 east minutes, 7.64 feet to a point 1' offset of the face of the bulkhead,

**THENCE** parallel to the bulkhead on a 1' offset, South 41 degrees 45 minutes 55 seconds west 45.36 feet,

**THENCE** continuing to be parallel to the bulkead on 1' offset, North 49 degrees 13 minutes 04 seconds west 11.84 feet,

**THENCE** continuing to be parallel to the bulkead on 1' offset, South 39 degrees 59 minutes 55 seconds west 10.99 feet,

**THENCE** leaving the bulkhead offset line, North 54 degrees 30 minutes 11 seconds west 2.87 feet to a line representing the tie line between the file map distances,

**THENCE** along said file map tie line, North 48 degrees 38 minutes 59 seconds east 56.44 feet to the point or place of **BEGINNING**.

Said parcel continuing 484.58 square feet.

Item # 19

Case # 30701

WHEREAS, William Wright and Patricia Wright have agreed to pay Eight Dollars and thirty-one cents ( \$8.32) per square foot of land to the Town of Hempstead; and

WHEREAS, William Wright and Patricia Wright has agreed to pay \$4,026.86 to the Town of Hempstead; and

WHEREAS, it appears that the establishment of the boundary line between the lands of William Wright and Patricia Wright and the Town of Hempstead, and the fixing of the location of the shoreline at Seaford Creek in the public interest;

NOW, THEREFORE, BE IT

RESOLVED, that the boundary line agreement as executed by William Wright and Patricia Wright be accepted by this Town Board, and the Supervisor be and he hereby is authorized to execute said boundary line agreement on behalf of the Town of Hempstead; and, BE IT FURTHER

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

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:



WHEREAS, the Town of Hempstead has agreed to release and quitclaim all its right, title and interest in and to any all upland, inland and underwater land lying within Parcel "B", a property to be acquired, as noted on the attached Exhibit "A" hereinafter set forth comprising an area of approximately 484.58 square feet; and have agreed to a purchase of said 484.58 feet at the price of Eight Dollars and Thirty-One Cents (\$8.31) per square foot; and

WHEREAS, William Wright and Patricia Wright warrant that they ARE NOT in arrears to the Town of Hempstead upon debt or contract, and that ARE NOT in default as surety, contractor or otherwise upon any obligation to the Town of Hempstead by any taxes due to the taxing jurisdiction in which the property is located;

NOW, THEREFORE, in consideration of the sum of \$4,026.86 paid by William Wright and Patricia Wright, to the Town of Hempstead, it is mutually agreed as follows:

1. That the Town of Hempstead and William Wright and Patricia Wright accept and confirm as true and correct the boundary line as shown on the annexed survey of Scalice Land Surveying
2. That the Town of Hempstead hereby does remise, release and quitclaim to William Wright and Patricia Wright:

## MEETS & BOUNDS

### Parcel "B"

ALL that certain plot, piece or parcel of land, with the buildings and improvement thereon erected, situate lying and being at Seaford, Town of Hempstead, County of Nassau, State of New York, known and designated as and by Lots 55, 56 and part of 57.

**COMMENCING** at a point on the easterly side of Ellsworth Street, distant 144.66 feet (145.41 map) southerly from the corner formed by the intersection of the easterly side of Ellsworth Street and the southerly side of Atlantic View Avenue to a point; **THENCE** South 54 degrees 29 minutes east 117.00 feet to the True point of beginning;

**RUNNING THENCE** South 54 degrees 29 east minutes, 7.64 feet to a point 1' offset of the face of the bulkhead,

**THENCE** parallel to the bulkhead on a 1' offset, South 41 degrees 45 minutes 55 seconds west 45.36 feet,

**THENCE** continuing to be parallel to the bulkead on 1' offset, North 49 degrees 13 minutes 04 seconds west 11.84 feet,

**THENCE** continuing to be parallel to the bulkead on 1' offset, South 39 degrees 59 minutes 55 seconds west 10.99 feet,

**THENCE** leaving the bulkead offset line, North 54 degrees 30 minutes 11 seconds west 2.87 feet to a line representing the tie line between the file map distances,

**THENCE** along said file map tie line, North 48 degrees 38 minutes 59 seconds east 56.44 feet to the point or place of BEGINNING.

Said parcel continuing 484.58 square feet.

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

**TOWN OF HEMPSTEAD**

By \_\_\_\_\_  
**Donald X. Clavin, Supervisor**

STATE OF NEW YORK }  
COUNTY OF NASSAU }

On this \_\_\_\_\_ day of \_\_\_\_\_ 2022, before me, the undersigned, a Notary Public in and for said state, personally appeared Donald X. Clavin, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that his capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

\_\_\_\_\_  
**Notary Public**



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

William Wright  
WILLIAM WRIGHT

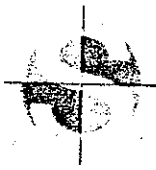
Patricia Wright  
PATRICIA WRIGHT

STATE OF NEW YORK }  
COUNTY OF NASSAU }

On this 25 day of April 2022, before me, the undersigned, a Notary Public in and for said state, personally appeared William Wright and Patricia Wright personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that his capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

LAURIE ANN WAGONFELD  
NOTARY PUBLIC - STATE OF NEW YORK  
No. 01WA6396360  
Qualified in Nassau County  
Commission Expires 08/19/2023

[Signature]  
Notary Public



# SCALICE

land surveying

## PARCEL A

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected situate lying and being at Seaford, Town of Hempstead, County of Nassau and State of New York, known and designated as and by Lots 55, 56 and part of 57.

Beginning at a point on the easterly side of Ellsworth Street, distant 144.66 feet (145.41 map) southerly from the corner formed by the intersection of the easterly side of Ellsworth Street and the southerly side of Atlantic View Avenue;

RUNNING THENCE South 54 degrees 29 minutes east 117.00 feet to a point representing a tie line between file map distances;

THENCE, along said file map tie line, South 48 degrees 38 minutes 59 seconds west 56.44 feet;

THENCE North 54 degrees 30 minutes 11 seconds west 104.17,

THENCE North 35 degrees 30 minutes 31 seconds east 55.00 feet to the point or place of BEGINNING.

DESCRIPTION CHECKED

DATE APRIL 4, 2022

BY [Signature]

DEPARTMENT OF  
ENGINEERING

James Reddan





CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution

and moved its adoption:

**RESOLUTION AUTHORIZING THE TOWN OF HEMPSTEAD  
TO WAIVE THE ADOPTION FEES ON DOGS AND CATS  
DURING "SUMMER OF LOVE" PROGRAM EFFECTIVE  
JUNE 13, 2022 THROUGH SEPTEMBER 4, 2022.**

**WHEREAS**, the Town of Hempstead wishes to encourage adoptions of dogs and cats; and

**WHEREAS**, the Town of Hempstead has designated free adoptions of shelter dogs and cats for the "Summer of Love" program effective June 13, 2022 through September 4, 2022; and

**WHEREAS**, the Town Board has determined it is in the best interest of the public to waive the adoption fees for animals kept at the Town of Hempstead Animal Shelter for a certain period; and

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the fees for adoption be waived for all animals adopted from the Town of Hempstead Animal Shelter for the "Summer of Love" program effective June 13, 2022 through September 4, 2022.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 20

Case # 21646

ADOPTED: offered the following resolution and moved its adoption:

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

WHEREAS, the Department of Senior Enrichment desires to establish fees for the sale of refreshments to senior citizens participating in all Senior Citizens' Specialty Programs during the period June 1, 2022 through May 31, 2023; And

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

NOW, THEREFORE, BE IT

RESOLVED, that the fees, including applicable sales taxes, for the sale of refreshments to senior citizens participating in all Senior Citizens' Specialty Programs of the Department of Senior Enrichment, during the period June 1, 2022 through May 31, 2023, be and the same hereby is established as follows:

Senior lunch meal	\$5.00
hot beverages	\$1.00
cold beverages	\$2.00
cakes/muffins/Danish - assorted	\$2.00
bagel w/butter	\$2.00
hot dogs	\$3.00
yogurts	\$2.00
ice cream	\$3.00
fruit cup/pudding cup	\$2.00
potato chips/pretzels (bag)	\$1.00
cookies - assorted	\$1.00
rice krispy treats/granola bars	\$1.00
soft-baked pretzel	\$1.00
peanut butter & jelly sandwich	\$2.00
salad	\$3.00
salad with grilled chicken	\$4.00
grilled chicken sandwich	\$4.00
hamburger/cheeseburger	\$4.00
soup/chowder	\$4.00
weekly lunch platter w/drink	\$6.00
candies/chocolate bars/popcorn	\$3.00
ice cream/egg cream floats	\$3.00
snacks	\$2.00
smoothies/yogurt parfaits	\$4.00

and, BE IT FURTHER

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES: Item # 21

Case # 21564

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION APPROVING OVERALL LAYOUT SITE PLAN SUBMITTED BY RMB DEVELOPMENT CONSULTANTS, INC. ON BEHALF OF JAZ GRAND LLC IN CONNECTION WITH BUILDING APPLICATION # 21- 4367 FOR THE CONSTRUCTION OF A THREE STORY EIGHTY-FOUR UNIT ASSISTED LIVING COMMUNITY BUILDING; INCLUDING ASSOCIATED SITE IMPROVEMENTS, LOCATED ON THE N/W/C OF ATLANTIC AVENUE AND TERRELL AVENUE, OCEANSIDE, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, heretofore, RMB Development Consultants, Inc., on behalf of JAZ Grand LLC has submitted an application bearing # 21-4367, for the construction of a three story eighty-four unit assisted living community building; including associated site improvements located on the N/W/C of Atlantic Avenue and Terrell Avenue, Oceanside, Town of Hempstead, New York; and

WHEREAS, in connection with such application and pursuant to the requirements of Section 305 of Article XXXI of the Building Zone Ordinance of the Town of Hempstead, said applicant has submitted a Site Plan, dated October 19, 2018, last revised April 13, 2022 and bearing the seal of Robert Aiello, P.E., License # 078390, 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 overall site development plan submitted by RMB Development Consultants, Inc., on behalf of JAZ Grand LLC entitled Site Plan, dated October 19, 2018, last revised April 13, 2022 and bearing the seal of Robert Aiello, P.E., License # 078390, University of the State of New York, in connection with building application # 21-4367, for the construction of a three story eighty-four unit assisted living community building; including associated site improvements located on the N/W/C of Atlantic Avenue and Terrell Avenue, Oceanside, 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 #

22

Case #

30702

Case No.

Resolution No.

Adopted:

Councilmember

moved the following resolution's adoption:

**RESOLUTION AUTHORIZING MILEAGE  
ALLOWANCE FOR EMPLOYEES OF THE  
DEPARTMENT OF GENERAL SERVICES**

WHEREAS, the Commissioner of the Department of General Services advised this Board that vehicular transportation is necessary for Matthew Capp, Michael Russo, and Casey Sammon to perform their Town of Hempstead responsibilities;

**NOW, THEREFORE, BE IT**

**RESOLVED**, Matthew Capp, Michael Russo, and Casey Sammon, employees of the Department of General Services, are authorized to receive mileage allowance reimbursement, pursuant to the federally established IRS mileage reimbursement allowance, when required to use their personal automobiles in the performance of their Town of Hempstead responsibilities; and be it further

**RESOLVED**, payment of said mileage reimbursement claims shall be charged against the Auto Expense Account #010-0001-14900-4140.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

23

Case #

9



Adopted:

Council(wo)man moved the following resolution's adoption:

**RESOLUTION AUTHORIZING AND APPROVING A PROFESSIONAL SERVICE AGREEMENT BETWEEN THE TOWN OF HEMPSTEAD AND NIKKI JONES AGENCY, INC.**

**WHEREAS**, the Town of Hempstead (the "Town") has been awarded a New York State Department of State (the "DOS") Downtown Revitalization Initiative (the "DRI") Grant (the "Grant") to provide financial assistance to property owners through a Downtown Improvement Grant Program; and,

**WHEREAS**, the Town entered into a DRI Grant Agreement with The Housing Trust Fund, a subsidiary of the New York State Housing Finance Agency (the "HTF"), to complete the Grant; and,

**WHEREAS**, the Town, through its Department of Planning and Economic Development, (the "Department"), engages in community development activities within the unincorporated areas of the Town; and,

**WHEREAS**, in the administration of the Grant, the Town, through the Department, requires a consultant to perform specific branding and marketing services including, but not limited to: strategic development, creative implementation, campaigning and metric analysis in coordination with field representatives of the DOS; and,

**WHEREAS**, the Department issued a Request for Proposals for the above professional services; and,

**WHEREAS**, the proposal of Nikki Jones Agency, Inc., (hereinafter "NJA") with offices located at 39 Front Street Port Jervis, NY, dated March 22, 2022 was reviewed by the Department; and,

**WHEREAS**, the Department finds NJA to be the best qualified responder given the firm's successful performance in managing similar grant programs, the extent of experience attained by the project manager, other staff persons to be assigned to the project, and the demonstrated technical resources available within the firm to carry out the assignments; and,

**WHEREAS**, the Department recommends this Board authorize and approve the attached professional service agreement with NJA;

**NOW, THEREFORE, BE IT**

**RESOLVED**, the Town Board approves and authorizes the Commissioner of the Department to execute a contract for professional services by and between the Town of Hempstead and NJA for an amount not to exceed the sum of TWO HUNDRED AND FIFTY THOUSAND (\$250,000) dollars upon completion of the assignment; and be it further,

**RESOLVED**, the Town Board authorizes and directs the Comptroller to pay costs in accordance with this contract not to exceed TWO HUNDRED AND FIFTY THOUSAND (\$250,000) dollars from the appropriate Capital Project.

The foregoing resolution was adopted upon roll call as follows:

AYES: ( )

NOES: ( )

Item # 24

Case # 26493

**PROFESSIONAL SERVICE AGREEMENT**

**Agreement** made as of the    day of                    , 2022 by and between Niki Jones Agency, with offices located at 39 Front Street, Port Jervis, NY 1277 (hereinafter “NJA”) and The Town of Hempstead, with offices located at 1 Washington Street, Hempstead, NY 11550 (hereinafter “Town”) through its Department of Planning and Economic Development, with offices located at 200 North Franklin Street, Hempstead, NY 11550 (hereinafter “Dept”).

**WHEREAS**, Town has entered into a certain Downtown Revitalization Initiative Grant Agreement with The Housing Trust Fund , a subsidiary of the New York State Housing Finance Agency (hereinafter “HTF”) to complete a Strategic Investment Plan in the Baldwin Community (hereinafter “Grant”) , and

**WHEREAS**, Dept engages in community development activities within the unincorporated areas of the Town of Hempstead; and

**WHEREAS**, In the administration of the above Grant, Town, through Dept, requires a consultant to perform specific branding and marketing services for Grant; and

**WHEREAS**, Dept issued a Request for Proposals for the above professional services; and

**WHEREAS**, the proposal of NJA dated March 22, 2022 (hereinafter “Proposal”) , copy of which is annexed hereto as Exhibit “A”, was reviewed by Dept. and found to be the best qualified responder for the required services; and

**WHEREAS**, the parties hereto wish to set forth the terms of NJA’s retention in this Agreement.

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

**1. TERM:**

The term of this Agreement shall commence on the date this Agreement is adopted by the Town Board of the Town of Hempstead and continue to December 31, 2026, the date on which Grant is to expire.

**2. RENEWAL:**

At the option of Town, upon written notice to NJA prior to the expiration of the above Term, this Agreement may be extended for a period not to exceed the term of any extension of the Grant by any written extension of Grant agreed to by HTF and Town, on the same terms as set forth herein or as modified by such extension.

**3. SERVICES:**

NJA shall provide branding and marketing consulting services for the responsibilities set forth in the Grant as requested by Dept, in accordance with Proposal.

**4. COMPENSATION:**

NJA shall be compensated at the rates set forth in its Proposal, annexed hereto as Exhibit "A", such compensation not to exceed a total of \$250,000.00, unless otherwise increased by written extension of this agreement pursuant to Paragraph 2, above;

**5. REQUESTS FOR PAYMENT:**

NJA shall submit to Dept Claim forms supported by invoices setting forth the time expended on such consulting services at the rates set forth in the Proposal annexed hereto as Exhibit "A", on a monthly basis. Invoices shall be processed by Dept and paid within 30 days of approval by Dept and/or Town of the Claim supported by the monthly invoices. Dept and Town reserve the right to disapprove any claim or portion thereof if submitted more than ninety (90) days from the date the work was completed.

**6. INSURANCE :**

NJA and any subcontractor utilized by NJA will provide original insurance certificates or proof of insurance to Dept for the types and amounts of insurance coverage as follows:

- A. Professional Liability Insurance, where applicable, in the minimum amount of \$500,000.00;
- B. Automobile insurance;
- C. Fire insurance;
- D. Worker's compensation and disability insurance; and
- E. Comprehensive General Liability coverage in the minimum amount of \$1,000,000; and

All insurance provided for under this Agreement will be effective under valid enforceable policies issued by insurers licensed by the State of New York with recognized responsibility and reasonably acceptable to HTF, New York State, Dept and Town. For Comprehensive General Liability insurance, the certificate of insurance will name Town, HTF and the State of New York, their officers, agents and employs as additional insured, as its interest may appear and will provide that the policies will not be cancelled except upon not less than thirty (30) days' prior written notice to the Town and HTF.

**7. COMPLIANCE WITH LAWS:**

NJA and any sub-contractor retained by NJA under the terms of this Agreement shall comply with all Local, State and Federal laws and regulations concerning the activities engaged in by NJA and any sub-contractor in furtherance of this Agreement.

**8. EQUAL OPPORTUNITY:**

NJA agrees that in the event it is to utilize subcontractors for any services governed by this Agreement, the selection of such subcontractors will comply with Articles 15-A and 17-B of the New York State Executive law, will provide documentation to demonstrate

“good faith efforts” of compliance pursuant to 5 NYCRR §142.8 and will comply with the requirements and procedures set forth in Schedule C of Grant.

9. **INDEMNIFICATION:**

NJA agrees to indemnify and hold harmless, Town, and HTF their officers, agents and employs from any and all liability, including, but not limited to, reasonable attorney’s fees incurred by or asserted or imposed against Town or HTF due to NJA or any of its subcontractors acts, actions or omissions in the performance of the terms of this Agreement.

10 **BINDING EFFECT**

This Agreement will inure to the benefit of and bind the respective successors and permitted assigns of the parties hereto. Further, the parties agree to promptly execute any and all documents and to perform any acts which may reasonably be required to be carried out to the intent and purpose of this Agreement. All dates referred in the within Agreement shall be calculated from the date of receipt of a fully executed contract and Town Board Resolution adopting same by NJA’s attorney, or an acknowledged receipt by NJA- of such fully executed Contract and Town Board Resolution.

11. **CONTRACT CONTINGENT ON TOWN BOARD APPROVAL:**

This Agreement is subject to and contingent upon a resolution of the Town Board of the Town of Hempstead authorizing the Commissioner of the Town of Hempstead Department of Planning & Economic Development to execute this Agreement.

12.

**SINGULAR ALSO MEANS PLURAL:**

Any singular word or term herein shall also be read as in the

plural whenever the sense of this Agreement requires it.

13.

**NOTICE:**

All notices, demands or other communications to be served, given or made hereunder shall be deemed served, given, made or delivered only if in writing and served personally on the party to whom directed or sent by Certified or Registered Mail, Return Receipt Requested, postage prepaid, properly addressed to the party to whom intended at the address set forth in the heading hereto, or at such other address as either party shall specify by written notice to the other, given in the manner hereinabove provided and deposited in a United States Government Post Office Depository.

**14 MERGER/MODIFICATION:**

All prior understandings and agreements between the parties hereto are merged in this Agreement and the attachments hereto which are incorporated herein by reference. It completely expresses their full agreement. This Agreement may not be modified, extended, amended or otherwise changed or canceled except in writing, duly executed by both parties.

**Town of Hempstead  
Department of Planning and Development**

**Niki Jones Agency**

By \_\_\_\_\_  
**John Rottkamp, Commissioner**

By \_\_\_\_\_  
**Niki Jones, CEO**

By [Signature] Date 5/17/22

APPROVED AS TO CONTENT  
DATE 5-12-22  
[Signature]  
COUNSEL TO COMMISSIONER  
DEPT. OF PLANNING & ECONOMIC DEVELOPMENT

MICHAEL J. CAPRI  
COMPTROLLER'S OFFICE  
BUDGET DIVISION

700-0506-07000-5010-  
207250  
ACKNOWLEDGMENTS

TOWN COMPTROLLER  
APPROVED AS TO FORM  
[Signature]  
SENIOR DEPUTY TOWN ATTORNEY  
DATE 5/16/2022

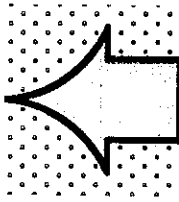
[Signature]  
DEPUTY TOWN COMPTROLLER  
PURCHASING DIVISION 5/16/2022

STATE OF NEW YORK )

) ss.:

COUNTY OF NASSAU )

On the day of , 2022 before me the undersigned, a Notary Public in and for said State, personally appeared, JOHN ROTTKAMP, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



\_\_\_\_\_  
Notary Public

STATE OF NEW YORK )

) ss.:

COUNTY OF ~~SUFFOLK~~ )

ORANGE

SAM MARY

On the day of , 2022, before me the undersigned, a Notary Public in and for said State, personally appeared Niki Jones , personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

MARIA MANN  
Notary Public, State of New York  
No. 01MA6122653  
Orange County  
Commission Expires Feb. 22, 2025

\_\_\_\_\_  
Notary Public

# NIKI JONES

— AGENCY, INC —  
PR | INTEGRATED MARKETING

Town of Hempstead  
RFP for Downtown Revitalization Initiative (DRI) Grant  
Baldwin Branding and Marketing Campaign  
March 22, 2022

POC: Niki Jones  
39 Front Street | Port Jervis, NY  
Phone: 845.856.1266  
Fax: 845.856.1268  
Email: bids@nikijones.com  
[www.nikijones.com](http://www.nikijones.com)





Town of Hempstead  
200 North Franklin St  
Hempstead, NY 11550

March 22, 2022

RE: RFP for DRI Grant, Baldwin Branding and Marketing Campaign

To Town of Hempstead,

We understand you seek a qualified vendor to provide Branding and Marketing services in accordance with funding provided by the New York State Department of State DRI Grant to improve Downtown Baldwin. The Niki Jones Agency is a New York State certified Women-Owned Business Enterprise (WBE) whose award-winning approach to integrated marketing earned it a coveted position among Goldman Sachs 10K Small Businesses program. We're also a contributing editor to Forbes.com.

We have over twenty years of experience providing brand development and marketing services to government agencies in the greater New York City metropolitan area. We are currently the agency of record for Nassau Health Care Corporation, which operates Nassau University Medical Center and A. Holly Patterson Extended Care Facility. We were also recently awarded the exciting opportunity to lead Nassau County's tourism marketing. In addition to our work on Long Island, we have worked alongside State, City, and municipal agencies, including New York State Office of Mental Health, the New York City Office for People with Developmental Disabilities, the City of Kingston, the Town of New Castle, and the Village of Hastings-on-Hudson. Given our experience working on similar projects, we are convinced we'd make a great addition to your team.

To best serve you, we have partnered with Titanium Linx Consulting, Inc. (Titanium Linx) and The Setroc Group, Inc. Titanium Linx is a New York State certified Minority and Women-Owned Business Enterprise (MWBE) headquartered in Nassau County. They have provided public information and crisis communications, project strategy and management, and stakeholder outreach services on large-scale projects throughout Long Island and New York City, including the Ascend 2020 Program with JP Morgan & Hofstra University, the Bay Park Conveyance Project, and the MTA/LIRR Expansion. CEO Margo Cargill will oversee stakeholder, business & resident outreach and build strategic relationships to promote downtown Baldwin. Margo has deep professional and community ties throughout Nassau County, including the Baldwin Civic Association, the Baldwin Chamber of Commerce, the MTA, and current large and small businesses along Grand Avenue. Her guidance will ensure our campaign is tailored to serve Baldwin as a unique destination within the Town of Hempstead, through careful, informed consideration of your unique historic, cultural, and economic assets.

The Setroc Group is a Service-Disabled Veteran Owned Business (SDVOB) and Minority Business Enterprise (MBE) that specializes in providing multilingual strategic communication solutions to government agencies. A leader in multicultural marketing, The Setroc Group, Inc. provides a wide range of multilingual market research, message development, and media broadcasting services through local and national media networks. The Setroc Group, Inc. will provide focus groups and surveys for the Town of Hempstead as well as custom video production and editing.

We appreciate your consideration and welcome the opportunity to continue discussions and present our proposal to you.

Respectfully,  
Niki Jones, CEO



1. Niki Jones Agency, Inc.  
 39 Front St,  
 Port Jervis, NY 12771  
 Niki Jones Agency, Inc. is a sole proprietorship owned by Niki Jones.

2. Contact information:  
 Stephanie Brynes  
 Director of Outreach  
 (845) 820-2753  
 bids@nikijones.com

3. Niki Jones Agency is an integrated marketing firm with offices in the Hudson Valley, New York City, and Austin, TX. Founded in 1999, we have 23 years of industry experience. Our full-service agency is comprised of a dynamic team of seasoned experts and young industry professionals who come together to produce innovative, data-driven results.

Our agency provides full-service integrated marketing (print, digital, social, email, traditional), graphic design, web design and development (including ADA compliance), public relations and crisis communications services. We also provide publication design and formatting.

Niki Jones Agency is a Nassau County certified Woman Business Enterprise (WBE). We are also a New York State certified WBE and Disadvantaged Business Enterprise, as well as HUD Section 3 Certified and NYC Small Business Certified. We are certified as a WBE in the State of New Jersey. We are also recognized as a Google Partner.

4. The following staff members will be directly involved in your project's day-to-day operations, correspondence and deliverables:

- Niki Jones, CEO
- Maheya Afnan, Project Coordinator
- Eihan Weber, Marketing Specialist
- Harley Lake, Lead Graphic Designer
- Louis Kohman, IT Director
- Melissa Camacho, Jr. Graphic Designer
- Jon Roberts, Web Developer

*Hudson Valley office  
 NYC office temp. closed  
 Remote, Austin  
 Louis, Vegas*

*EST hours*

*Margo from Titanium*

*Margo Chardy*  
 Additional team members include:

- Stephanie Brynes, Director of Outreach
- Lizzy Bensend, Social Media Marketer
- Nicholas Burgains, Copywriter
- Lindsey Lockwood, Jr. Graphic Designer

5. Niki Jones Agency, Inc. is an expert in marketing government agencies at the municipal, City, and State level. We have provided similar services to those requested by the Town of Hempstead on the following projects:

**NASSAU COUNTY DEPARTMENT OF PARKS, RECREATION AND MUSEUMS**

Niki Jones Agency, alongside our partners Titanium Linx and The Setroc Group, was recently selected to lead Nassau County's tourism campaign to support economic development and drive capital to small and local

businesses. Our proposed campaign, "The New Nassau" is a multi-district, multicultural and multilingual campaign designed both to represent Nassau County's diverse communities and engage visitors in the various languages they speak. It has three touch points: 1) recreational tourism focused on natural assets and sustainability, 2) facilities and natural resources for competitive sports events and sports enthusiasts, and 3) professional events and conventions, with an emphasis on building company culture. Like Town of Hempstead, Nassau County requires stakeholder outreach to include local businesses, municipal agencies, and residents in the tourism campaign. We will provide stakeholder interviews and surveys, partnership building, signage, and a micro-site dedicated to professional tourism in Nassau County.

#### NEW YORK CITY OFFICE FOR PEOPLE WITH DEVELOPMENTAL DISABILITIES

Niki Jones Agency, Titanium Linx Consulting, and The Setroc Group currently serve the New York City Office for People with Developmental Disabilities (OPWDD). Like Town of Hempstead, OPWDD has tasked us with providing project management, CBO outreach and surveys, stakeholder interviews, design consults and ADA compliance upgrades (print and digital). Our team has worked closely with OPWDD to identify and evaluate CBO partners with a strong presence in the community; survey CBO staff to understand what is working successfully for their community members and what is hindering growth; identify, evaluate, and update existing materials so that they best meet the needs of the communities served by the CBOs, and document these processes to build a template for future projects. The overarching objective of this project is to develop culturally and linguistically competent Front Door materials for Spanish and Mandarin/Cantonese speakers. This project has robust documentation requirements and involves the participation of multiple stakeholders.

#### TOWN OF NEW CASTLE, NY

Like the Town of Hempstead, the Town of New Castle, New York required brand development. The Town hired Niki Jones Agency, Inc. to develop a unique logo and provide design services for various collateral, including signage, flyers, and other support information for Town residents and visitors. Town of New Castle is situated in the rural suburbs of New York City and is easily accessible by train. They needed a brand that spoke to the Town's rich history and idyllic landscape, while also clearly expressing ease of transit to and accessibility of the City. We are creating a bespoke logo for the town with an accompanying color palette. This project is still in development.

#### CITY OF KINGSTON, NY

Like the Town of Hempstead, the City of Kingston, NY required an integrated marketing campaign that blended boots-on-the-ground stakeholder outreach with digital and social media marketing. The City recently completed construction projects in the downtown area that changed traffic flows in areas highly frequented by pedestrians, cyclists and motor vehicleists. Alongside our partners Titanium Linx and The Setroc Group, we are creating a traffic safety campaign based on the "Heads Up" model used nation-wide and tailored for Kingston, NY. This will allow us to focus the City's limited budget on ad spend. For this campaign, we are providing market research, strategy, brand creation, integrated marketing, stakeholder outreach, crisis communications, and multilingual campaign messaging.

#### NASSAU HEALTH CARE CORPORATION (NuHEALTH)

Nassau Health Care Corporation hired Niki Jones Agency, alongside Titanium Linx and The Setroc Group, to improve their public image and provide integrated marketing, public relations, and crisis communications for Nassau University Medical Center, A. Holly Patterson Extended Care Facility (AHP) and Community Health Practices. The goal of this project is to address public concerns or confusion about the quality of care provided at NUMC, a Level 1 Trauma care facility, and to highlight the infrastructure provided by the NuHealth System to educate and treat medically underserved populations in Nassau County. We are working closely with NHCC to overhaul their 1,000+ page website, update all existing brochures, and provide ongoing public relations and build relationships with media partners. Our developing campaign for NuHealth is multicultural and multilingual to ensure effective communication with Nassau County's residents, with attention to their cultural expectations and practices.

**ASCEND 2020 PROGRAM • TITANIUM LINX***Minority Business Development (Economic Development) with Hofstra University & JP Morgan*

As part of the 2018 feasibility study and research team for Hofstra University in the suburban adaptation of the Ascend Program, a minority workforce development program, Titanium Linx spearheaded stakeholder outreach and anchor partnership acquisition in the "Corridor of Color." This district within the Town of Hempstead is the most diverse and densely population region of Long Island. Tasked with the recruitment and management of four community navigators and two language (Spanish and Haitian-Creole) navigators for needs assessment, Titanium Linx was chief marketing and communications manager responsible for identifying and organizing interviews, focus groups, and panels. Additionally, five major public and private sector corporations were enlisted as committee advisory members to guide the ecosystem strategy. This was the first New York region to be accepted into the national network for the development of minority-owned business. Throughout the operation, Titanium Linx delivered insight into critical approaches of not only how to launch the Ascend Action Plan, but also into implementation and sustainability goals while controlling information and maintaining interfaces.

6. Niki Jones Agency, Inc. would subcontract stakeholder interviews, focus groups, surveys, and any custom video production or editing services.

7. Our technical resources include:

- More than 30 unique research platforms and tools to ensure campaigns are firmly driven by data
- Multilingual Focus Groups & Surveys
- SEO & SEM Softwares
- Expertise in Adobe Creative Suite
- Professionals certified in Google Analytics, Google Ads Search, Display, Campaign Manager & Shopping
- Multilingual and Multicultural Messaging
- Proficiency with Salesforce and other CRMs
- Internal Development Team
- On-Site Photography & Videography
- IT Support for Events (In-Person, Hybrid, Virtual)

8. Our subcontractors include:

Titanium Linx Consulting, Inc.  
Margo K. Cargill, CEO  
589 Newton Avenue  
Uniondale, NY 11553-2825

Services: Stakeholder Interviews, Survey of Businesses & Residents

The Setroc Group, Inc.  
Francisco Cortes, CEO  
317 George Street  
Ste 320  
New Brunswick, NJ 08901

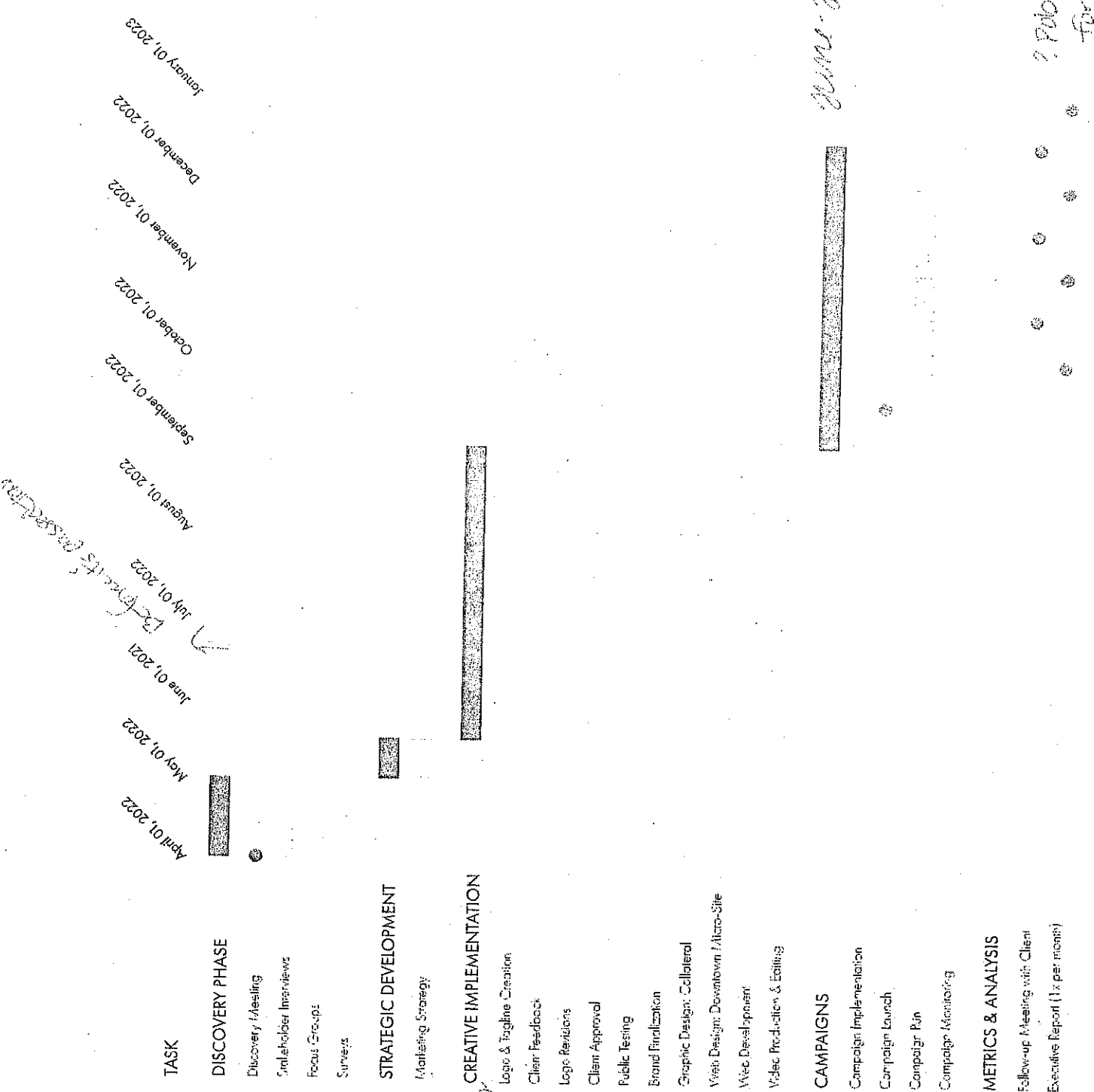
Services: Focus Groups, Video Production & Editing

9. Please see Appendix I.

10. Fixed Project Cost: Based on an hourly rate of \$91.00. We have established relationships with several existing vendors, such as Aric Signs & Awnings.

<b>DISCOVERY PHASE</b>		
Discovery Meeting	13	\$1,183.00
Stakeholder Interviews	9	\$819.00
Focus Groups (OPTIONAL) 3 Focus Groups (in-person or online)	211	\$19,170.00
Stakeholder Surveys (OPTIONAL)	16	\$5,000.00
<b>STRATEGIC DEVELOPMENT</b>		
Marketing Strategy	14	\$1,274.00
<b>CREATIVE IMPLEMENTATION</b>		
Logo & Tagline Creation	24	\$2,184.00
Public Testing	16	\$1,500.00
Graphic Design Collateral	86	\$7,826.00
Web Design - Downtown Micro-Site	33	\$3,003.00
Web Development	129	\$11,739.00
Video Production and Editing (2-3 minute video, edited for various lengths for social media, website, etc.)	N/A	\$5,000.00
<b>CAMPAIGNS</b>		
Campaign Implementation	7	\$637.00
Campaign Launch	7	\$637.00
Campaign Monitoring	22	\$2,002.00
<b>METRICS &amp; ANALYSIS</b>		
Follow-Up Meeting	9	\$819.00
Monthly Executive Reports (x4)	9	\$819.00
Project Management	8%	\$5,089.00
<b>TOTAL PRODUCTION COSTS*:</b>		
*Wayfinding signage and kiosks are not included in this quote. Once the marketing strategy is developed and details are available on these items, a cost will be provided to you.	605	\$68,701.00
<b>AD SPEND / SIGNAGE COST:</b>		<b>\$181,299.00</b>

APPENDIX I. TIMELINE



CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution

and moved its adoption:

**RESOLUTION AWARDING CONTRACT 06-2022 FOR BATTERY REPLACEMENT AND MODULARS TO NPA COMPUTERS.**

**WHEREAS**, the Department of Information and Technology on behalf of the Town of Hempstead (the "Town") solicited bids for Symmetra Batteries and Modulars for the APC backup (the "Services"); and

**WHEREAS**, the following bid was received and opened in the Department of Purchasing on April 28, 2022 and

NPA Computer, Inc. 751 Coates Ave. Holbrook, NY 11741	\$65,000.00
---	-------------

**WHEREAS**, after a review of the bid, the Commissioner of Information and Technology (the "Commissioner") has recommended that the bid be awarded to NPA Computer, Inc. 751 Coates Avenue Holbrook, New York 11741 (the "Contractor"), as the only responsible bidder; and

**WHEREAS**, consistent with the Commissioner's recommendation, the Town Board desires to authorize the award for the services.

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the Town Board hereby awards a contract to NPA Computer, Inc., as the responsible bidder for a total not to exceed \$65,000.00; and be it further

**RESOLVED**, that the Commissioner is authorized to execute, on behalf of the Town, the contract and/or such other documents as may be required, with NPA Computer, Inc. for the Services; and be it further

Item # 25  
Case # 14301

**RESOLVED**, that the Comptroller is authorized and directed to make payment from Capital account 700-0501-07000-5010-007AA4 in an amount not to exceed \$62,000.00 (sixty two thousand dollars), and Capital account 700-0501-07000-5010-7A50 in an amount not to exceed \$3,000.00 ( three thousand dollars)

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:



CASE NO.

RESOLUTION NO.

Adopted:

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

RESOLUTION AUTHORIZING ACCEPTANCE OF CONTRACT #70-2021 FOR THE YEARLY REQUIREMENTS FOR THE CLEANING OF RESTROOMS AT CAMP ANCHOR FOR THE DEPARTMENT OF PARKS AND RECREATION

WHEREAS, the Director of Purchasing, on behalf of the Department of Parks and Recreation, advertised for bids for the cleaning of the restrooms at Camp ANCHOR ("Group I"), as well as at Lido West Beach, Lido Beach, and Point Lookout Beach ("Group II"), and at various Senior Enrichment facilities ("Group III");

and

WHEREAS, the following six (6) bids for Group I were submitted pursuant to such advertisement and were subsequently opened and referred to the Department of Parks and Recreation for examination and report:

Group I

<u>Contractor</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
Tulson Enterprise Corp. 186-11 Merrick Boulevard Springfield Gardens, N.Y. 11413	\$5,557.21	\$5,557.21	\$5,557.21
<u>Contractor</u> Jantech Industries, LLC. 23 South Main Street Freeport, N.Y. 11520	<u>2022</u> \$8,312.26	<u>2023</u> \$8,312.26	<u>2024</u> \$8,727.86
<u>Contractor</u> Paramount Services Group, Inc. 962 E. 31 <sup>st</sup> Street Brooklyn, N.Y. 11210	<u>2022</u> \$12,626.25	<u>2023</u> \$13,247.21	<u>2024</u> \$13,661.18
<u>Contractor</u> Paul Pisano d/b/a Island Wide Building Services Group Inc. 204 W. Hoffman Avenue Lindenhurst, N.Y. 11757	<u>2022</u> \$17,736.00	<u>2023</u> \$18,595.00	<u>2024</u> \$18,936.00
<u>Contractor</u> Priority Cares Home Services 37-46 37 <sup>th</sup> Street Long Island City, N.Y. 11101	<u>2022</u> \$101,200.00	<u>2023</u> \$120,000.00	<u>2024</u> \$140,000.00
<u>Contractor</u> Togars Limited Liability Company 727 Avalon Court Drive Melville, N.Y. 11747	<u>Total</u> \$3,740,256.00		

and

WHEREAS, following the submission of the bids the Department of Parks and Recreation and Senior Enrichment have respectively determined that third party restroom cleaning services will, in fact, not be necessary at the Group II and Group III facilities; and

Item # 26

Case # 16531

WHEREAS, the Commissioner of the Department of Parks and Recreation respectfully recommends acceptance of the Group I bid submitted by Tulson Enterprise Corp., 186-11 Merrick Boulevard, Springfield Gardens, N.Y. 11413 as being the lowest Group I bidder and being duly qualified;

and

WHEREAS, this Town Board finds it in the best interest of the Town to accept aforementioned Group I bid of Tulson Enterprise Corp.,

NOW, THEREFORE, BE IT

RESOLVED, that the Group I bid from Tulson Enterprise Corp., 186-11 Merrick Boulevard, Springfield Gardens, N.Y. 11413, be accepted and approved; and

BE IT FURTHER

RESOLVED, that the Town Comptroller be and is hereby authorized to make associated payments to Tulson Enterprise Corp., 186-11 Merrick Boulevard, Springfield Gardens, N.Y. 11413, from Parks and Recreation Code 400-0007-71100-4151 – Fees & Services

AYES:

NOES

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

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

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

**WHEREAS**, BELMONT CHILD CARE ASSOCIATION, INC. is making application to the Town of Hempstead for a grant of funds to assist it in the conduct of its programs through the year January 1, 2022 through December 31, 2022, in the unincorporated community of Elmont; and

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

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the Commissioner of the Department of Planning and Economic Development is hereby authorized to enter into a contract between the Town of Hempstead and BELMONT CHILD CARE ASSOCIATION, INC., providing for a grant not to exceed the amount of TWO THOUSAND FIVE HUNDRED and 00/100 (\$2,500.00) DOLLARS to be used in its 2022 youth program;

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

**BE IT FURTHER RESOLVED**, that the Town Board authorizes and direct the Comptroller to pay cost in accordance with the contract not to exceed \$2,500.00 from the appropriate Community Development Block Grant Account.

The foregoing resolution was adopted upon roll call as follows:

AYES: ( )

NOES: ( )

Item #

27

Case #

13584

**CONTRACT FOR PROFESSIONAL SERVICES**

By and Between  
TOWN OF HEMPSTEAD  
And  
BELMONT CHILD CARE ASSOCIATION, INC.

**AGREEMENT** made the 13<sup>th</sup> day of May, 2022, by and between the Town of Hempstead (hereinafter "Town"), a domestic municipal corporation having its principal offices at One Washington Street, Hempstead, New York, and Belmont Child Care Association, Inc. (hereinafter "Belmont"), a not-for-profit organization having its principal office at 2150 Hempstead Turnpike, Belmont Park, Gate 6, Elmont, New York 11003.

**WITNESSETH THAT:**

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

**WHEREAS**, Belmont has requested the Town to provide a grant of TWO THOUSAND FIVE HUNDRED and 00/100 (\$2,500.00) DOLLARS to assist in the operation of its 2022 program; and

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

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

1. Belmont agrees to continue its operations located at 2150 Hempstead Turnpike, Belmont Park, Gate 6, Elmont, New York 11003, during the term of this agreement.
2. Belmont agrees to continue its basic community services and other programs for youth in the unincorporated area of Elmont.
3. Belmont agrees that such youth programs will be supervised and directed by competent adult personnel.
4. Belmont agrees that the programs and services shall be monitored and evaluated by the Department of Planning and Economic Development of the Town.
5. Belmont agrees not to assign, transfer or hypothecate this agreement or any interest therein, in whole or in part, by agreement or novation.
6. Belmont agrees that at all times, it shall be deemed to be an independent contractor and shall not in any manner by its actions or deeds commit the Town to any obligation irrespective of the nature thereof, and that Belmont shall not, at any time, for any purpose, be deemed an agent, servant or employee of the Town.
7. Belmont agrees to indemnify the Town of Hempstead, its agents, its servants and employees from any and all claims of liability for bodily injury and damage to property caused by the negligence of the agents, servants and employees of Belmont resulting from its operation, use and maintenance of the facilities at Belmont. In addition, Belmont agrees, prior to the commencement of this agreement or any renewal thereof, at its own cost and expense, to obtain policies of insurance insuring Belmont and the Town of Hempstead against any claims from any and all persons for bodily injury and property damage. Such policies shall have limits with respect to personal injuries of \$1,000,000.00 per occurrence and shall also insure against property damage to the limit of \$100,000.00 in respect to any one accident. Certificates of Insurance duly reflecting this provision of this agreement shall be delivered to the Town by Belmont simultaneously with the execution of this agreement.
8. Belmont agrees that it shall at all times keep and maintain full and complete books and records of accounts in accordance with accepted accounting practices and such other records as may be prescribed by the Comptroller of the Town to reflect complete and true accountability for

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

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

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

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

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

13. The terms of this agreement shall commence January 1, 2022 and terminate on the 31st day of December 2022.

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

**TOWN OF HEMPSTEAD**

by: \_\_\_\_\_  
JOHN E. ROTTKAMP  
COMMISSIONER

**BELMONT CHILD CARE ASSOCIATION, INC.**

by: Joanne K. Adams  
JOANNE K. ADAMS  
Executive Director

APPROVED AS TO CONTENT  
DATE 6-2-22  
Katrina R. Brook  
COUNSEL TO COMMISSIONER  
DEPT. OF PLANNING & ECONOMIC DEVELOPMENT

APPROVED AS TO FORM  
Charles E. Heine  
SENIOR DEPUTY TOWN ATTORNEY  
DATE 6/2/2022

Shirley D.  
DEPUTY TOWN COMPTROLLER  
PURCHASING DIVISION 6/2/2022

APPROVED AS TO AVAILABLE FUNDS  
By [Signature] Date 6/2/22  
[Signature]  
TOWN COMPTROLLER

[Signature]  
MICHAEL J. CAFFEY  
COMPTROLLER IN CHIEF  
BUDGET DIVISION



## Part II - Terms and Conditions

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

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

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

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

#### 4. Personnel

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING ACCEPTANCE OF A FIELD SERVICE PARTNERSHIP AGREEMENT FROM HACH COMPANY FOR THE DEPARTMENT OF WATER'S EZ-SERIES IRON ANALYZER.

WHEREAS, the Town of Hempstead Department of Water is now using an EZ-Series Iron Analyzer manufactured by Hach Company; and

WHEREAS, this EZ-Series Iron Analyzer measures the ferrous iron and total iron 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 May 2, 2022 has offered to provide a Field Service Partnership Agreement for the Department's EZ-Series Iron Analyzer for a yearly charge of \$4,672.49 to cover the period August 1, 2022 through July 31, 2023; and

WHEREAS, Hach Company in their proposal for a Field Service Partnership Agreement will provide scheduled maintenance tasks for this EZ-Series Iron Analyzer covering the period August 1, 2022 through July 31, 2023; 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, P.O. Box 389, 5600 Lindbergh Drive, Loveland, CO 80539-0389, dated May 2, 2022; and

BE IT FURTHER RESOLVED that the Comptroller of the Town of Hempstead be and hereby is authorized and directed to make payment of \$4,672.49 for a Field Service Partnership Agreement for the Department's EZ-Series Iron Analyzer covering the period August 1, 2022 through July 31, 2023 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 # 28

Case # 22356

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING ACCEPTANCE OF THE BID OF CAMPBELL  
FOUNDRY COMPANY FOR WATER VALVE BOXES, VALVE BOX  
ADJUSTERS & RISERS, CONTRACT #45-2022**

WHEREAS, the Purchasing Division of the Town of Hempstead on behalf of the Department of Water duly advertised for bids for Water Valve Boxes, Valve Box Adjusters & Risers, Contract #45-2022; and

WHEREAS, the bids submitted pursuant to such advertisement were opened and read in the office of the Purchasing Division on May 26, 2022; and

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

Bidder:	Campbell Foundry Company	
Total Comparative Bid:	\$87,450.00	;and

WHEREAS, after a review of the bid, the Commissioner of the Department of Water has recommended that the Contract be awarded to Campbell Foundry Company as the sole responsible bidder with a total comparative bid amount of \$87,450.00; and

WHEREAS, consistent with the Commissioner of the Department of Water's recommendation, the Town Board authorizes the award of the Contract to Campbell Foundry Company.

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board hereby awards the Contract to Campbell Foundry Company, 800 Bergen Street, Harrison, New Jersey 07029, as the sole responsible bidder; and BE IT FURTHER

RESOLVED, that this contract may be extended for a period of one (1) year, up to a maximum of two (2) additional one (1) year extensions to be made upon mutual agreement between the Division of Purchasing and the successful company; and BE IT FURTHER

RESOLVED, that the Comptroller of the Town of Hempstead be and hereby is authorized and directed to make payments in accordance with the Contract executed by Campbell Foundry Company from the Department of Water Account 500-006-8310-4650, Distribution Maintenance.

The foregoing resolution was adopted upon roll call as follows.

AYES:

NOES:

Item # 29  
Case # 22356

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE AWARD OF:  
TOH FORMAL BID#: 07-2022 FOR  
REPAIRS AND MAINTENANCE OF MOTORS AND PUMPS

WHEREAS, the Division of Purchasing advertised for TOH FORMAL BID#: 07-2022, For: Four (4) 29.5R25 Maxam Smooth Solid Wheel Assembly; and

WHEREAS, proposals were received and opened on April 28, 2022 whereby the following bidders submitted the listed proposals;

<u>NAME</u>	<u>BID INFORMATION</u>
1) Barnwell House of Tires, Inc. 65 Jetson Lane Central Islip, NY 11722	\$13,322.26 ea. x 4 = \$53,289.44
2) HTRS, Inc. d/b/a: Hempstead Tire Service, Inc. 265 Hempstead Turnpike Hempstead, NY 11552 ;and	\$13,172.00 ea. x 4 = \$52,688.00

WHEREAS, following an evaluation of the aforementioned proposals it has been determined that the proposal received from HTRS, Inc., d/b/a: Hempstead Tire Service, Inc., 265 Hempstead Turnpike, Hempstead, NY 11552 best meets the needs for the residents of the Town of Hempstead; and

WHEREAS, the Division of Purchasing recommends awarding this contract to HTRS, Inc., d/b/a: Hempstead Tire Service, Inc., 265 Hempstead Turnpike, Hempstead, NY 11552;

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board hereby awards TOH FORMAL BID#: 07-2022, For: Four (4) 29.5R25 Maxam Smooth Solid Wheel Assembly to HTRS, Inc., d/b/a: Hempstead Tire Service, Inc., 265 Hempstead Turnpike, Hempstead, NY 11552; and

BE IT FURTHER,

RESOLVED, that Town Comptroller is hereby directed that monies due and owing are to be made and paid out of Auto Expense Account#: 010-0001-14900-4140.

The foregoing was adopted upon roll call as follows:

AYES: ( )

NOES: ( )

\* \* \* \* \*

Item # 30

Case # 29734



CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE AWARD OF:  
TOH CONTRACT#: 36-2022  
YEARLY REQUIREMENTS FOR  
EXTERMINATION OF VERMIN & RODENTS FROM PRIVATE PROPERTY  
UNDER CHAPTER 90 OF THE TOWN OF HEMPSTEAD CODE

WHEREAS, the Division of Purchasing advertised for TOH Contract#: 36-2022, Yearly Requirements For: Extermination of Vermin & Rodents Under Chapter 90 of the Town of Hempstead Code; and

WHEREAS, proposals were received and opened on May 5, 2022 whereby the following bidders submitted the listed proposals;

<u>NAME</u>	<u>BID INFORMATION</u>
1) Priority Exterminating & Odor Control, Inc. d/b/a Select Exterminating 149 New Hyde Park Road Franklin Square, NY 11010	Fee Schedule – All Items
2) A-Expert Extermination & Termite Control Co., Inc. 1782 Coney Island Avenue Brooklyn, NY 11230 ; and	Fee Schedule- All Items

WHEREAS, following an evaluation of the aforementioned proposals it has been determined that the proposal received from A-Expert Extermination & Termite Control Co., Inc., 1782 Coney Island Avenue, Brooklyn, NY 11230 best meets the needs for the residents of the Town of Hempstead; and

WHEREAS, the Division of Purchasing recommends awarding this contract to the vendors for the items as listed above;

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board hereby awards TOH Contract#: 36-2022, Yearly Requirements For: Extermination of Vermin & Rodents Under Chapter 90 of the Town of Hempstead Code to A-Expert Extermination & Termite Control Co., Inc., 1782 Coney Island Avenue, Brooklyn, NY 11230; and

BE IT FURTHER,

RESOLVED, that Town Comptroller is hereby directed that monies due and owing are to be made and paid out of monies from Unsafe Buildings Account#: 030-0002-36200-4300.

The foregoing was adopted upon roll call as follows:

AYES: ( )

NOES: ( )

\* \* \* \* \*

Item # 31

Case # 29734

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE AWARD OF:  
TOH CONTRACT#: 41-2022  
YEARLY REQUIREMENTS FOR  
AUDIO/VISUAL SERVICES

WHEREAS, the Division of Purchasing advertised for TOH Contract#: 41-2022,  
Yearly Requirements For: Audio/Visual Services; and

WHEREAS, the sole proposal was received and opened on May 19, 2022;

NAME

BID INFORMATION

- 1) RC Media, Inc.  
2468 North Jerusalem Road  
North Bellmore, NY 11710  
; and

Fee Schedule/Service

WHEREAS, following an evaluation of the aforementioned proposal it has been  
determined that the proposal received from RC Media, Inc., 2468 North Jerusalem Road,  
North Bellmore, NY 11710 best meets the needs for the residents of the Town of  
Hempstead; and

WHEREAS, the Director of Communications recommends awarding this contract  
to the vendors for the items as listed above;

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board hereby awards TOH Contract#: 41-2022,  
Yearly Requirements For: Audio/Visual Services to RC Media, Inc., 2468 North  
Jerusalem Road, North Bellmore, NY 11710; and

BE IT FURTHER,

RESOLVED, that Town Comptroller is hereby directed that monies due and  
owing are to be made and paid out of monies from the appropriate departmental accounts.

The foregoing was adopted upon roll call as follows:

AYES: ( )

NOES: ( )

\* \* \* \* \*

Item # 32

Case # 29734

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 OCEANSIDE, COUNTY OF NASSAU,  
STATE OF NEW YORK.

WHEREAS, the applicant, Sunrise Development, Inc., has submitted to the Town of Hempstead an application for site plan approval for a 2.84 acre parcel of land located at 374 Atlantic Avenue, Oceanside, New York; and

WHEREAS, the action includes the construction of an 84 unit Assisted Living Facility (107 beds) with associated parking (52 spaces) and site improvements; and

WHEREAS, the project site was rezoned to "Business X" to accommodate the proposed Assisted Living Use; and

WHEREAS, the Board of Zoning Appeals has issued variances for the proposed building height, number of parking spaces and number of stories; and

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

WHEREAS, said E.A.F. has been reviewed by the Commissioner of the Department of Conservation and Waterways 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 Commissioner of Conservation and Waterways 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.

Item #

33

Case #

30703

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

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

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

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

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

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

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

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

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

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

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

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

NOW, THEREFORE, BE IT

RESOLVED, that this Town Board is "Lead Agency" for the proposed for site plan approval for said parcel of land located in Oceanside, 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:

*Thomas E. Robinson*  
**APPROVED BY**  
**CONSERVATION & WATERWAYS DEPT.**

AYES:

**APPROVED AS TO FORM**  
NOES: *Charles E. Heine*  
**SENIOR DEPUTY TOWN ATTORNEY**  
DATE 5/12/2022

Case No. 461

Resolution No. -

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION REMOVING JUSTIN SUAREZ & JOHN PRESTIA AS  
ACTIVE MEMBERS IN THE MERRICK HOOK & LADDER CO. #1 IN  
MERRICK, NEW YORK.

RESOLVED, that the action, of Merrick Hook & Ladder Co. #1 in  
Merrick New York in removing JUSTIN SUAREZ & JOHN PRESTIA  
residing in Merrick , N.Y. 11566, from the company rolls  
be and the same hereby is ratified and approved.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 34

Case # 461



Case No.

Resolution No.

Adopted:

Councilmember

moved the following resolution's adoption:

**RESOLUTION APPROVING OFFICIAL  
UNDERTAKINGS PURSUANT TO SECTION  
25 OF THE TOWN LAW.**

WHEREAS, certain officials are required to file a surety company bonds or undertakings and those hereinafter mentioned have submitted such bonds or undertakings for approval of this Town Board; and

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the following official bonds or undertakings submitted pursuant to Section 25 of the Town Law of the State of New York, be and they hereby are approved as to form, sufficiently and surety:

**OFFICIAL**

Dorothy L. Goosby,  
Deputy Supervisor

**AMOUNT**

\$100,000

**TERM**

May 24, 2022 -December 31, 2023

; and be it further

**RESOLVED**, that each bond or undertaking approved by this resolution be filed in the Town Clerk's Office, and a copy thereof together with a copy of this resolution be filed in the Office of the County Clerk of Nassau County.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

36

Page 1 of 1

Case #

26597





## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("MOA") is entered into on this \_\_\_\_ day of June 2022 by and between the TOWN OF HEMPSTEAD (hereinafter the "Employer" or the "Town") and the CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., Local 1000, AFSCME, A.F.L.-C.I.O., by and through its Local 880 (hereinafter the "Union" or "CSEA") (hereinafter collectively referenced as "the Parties").

WHEREAS, the Town and the Union are parties to a collective bargaining agreement ("CBA");

WHEREAS, under Section 14 (e) of the CBA currently in effect, in order to be eligible to receive donated time under catastrophic leave provision, an employee must have worked a minimum of six months as a full-time employee; and

WHEREAS, Section 18 of the CBA lists all holidays observed by the Town;

WHEREAS, Juneteenth was declared a Federal and State recognized holiday;

WHEREAS, the Parties have held several meetings regarding the exclusion of full-time employees who suffer a catastrophic event less than six months of their full-time employment with the Town and the inclusion of Juneteenth as a Town recognized holiday; and

WHEREAS, it would be mutually beneficial to the Parties to extend the benefits to all full-time employees irrespective of the number of months worked at the Town and establish Juneteenth as a Town observed holiday ;

NOW THEREFORE, the Parties agree to modify the CBA as follows:

Section 14(e) of the CBA shall be amended to delete the following: "an employee must have worked a minimum of six months" and the provision should be amended to add that "an employee who has not completed his/her probationary period but has been deemed qualified to receive donated time due to a catastrophic event shall have his/her probationary period extended by the length of all of the

catastrophic leave days taken." The remaining language in the provision shall remain the same.

Section 18A shall add Juneteenth as part of the Town observed holidays, effective 2022. In 2022, full-time employees will earn a time-owed day in observance of Juneteenth.

This MOA represents the full and entire understanding and agreement between the parties with regards to the changes to be made to Sections 14 (e) and 18A of the CBA.

This MOA may be executed in counterparts, each of which shall be deemed to be an original and all of which, taken together, shall be deemed to be one and the same document.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representative, have signed this Memorandum of Agreement the date and year above written.


TOWN OF HEMPSTEAD

By:

\_\_\_\_\_  
Donald X. Clavin  
Town Supervisor

Civil Service Employees Association

By:

  
\_\_\_\_\_  
Theresa A. Kohutka  
President, CSEA Local 880

By:

  
\_\_\_\_\_  
Labor Relations Specialist



Resolution – Amending Resolution No. 82 – 2022 Re: Various offices positions & occupations in the Town Government of the Town of Hempstead

Item # 39  
Case # 7

CASE NO.

RESOLUTION NO.

ADOPTED:

Councilmember \_\_\_\_\_ 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, Councilmember \_\_\_\_\_ has introduced a proposed local law known as Intro. No. 46-2022, 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 June 28, 2022 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. 46-2022, 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 #

30697

**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 28<sup>th</sup> day of June, 2022, 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:

MERRICK STUYVESANT AVENUE (TH 73/22) South Side  
- TWO HOUR PARKING 8AM - NOON -starting  
at west curbline of Jefferson Street,  
west for a distance of 97 feet.

NORTH LAWRENCE LAWRENCE LANE (TH 201/22) East Side -  
ONE HOUR PARKING 8AM TO 6PM EXCEPT  
SATURDAY, SUNDAY & HOLIDAYS- starting  
at point 30 feet north of the north  
curbline of Burnside Avenue, then north  
for a distance of 87 feet.

LAWRENCE LANE (TH 201/22) East Side -  
ONE HOUR PARKING 8AM TO 6PM EXCEPT  
SATURDAY, SUNDAY & HOLIDAYS- starting  
at point 137 feet north of the north  
curbline of Burnside Avenue, then north  
to a point 30 feet south of south  
curbline of Vista Avenue.

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

MERRICK STUYVESANT AVENUE (TH73/22) South Side  
- TWO HOUR PARKING 8AM - NOON EXCEPT  
SATURDAY, SUNDAY & HOLIDAYS - starting  
at the west curbline of Jefferson  
Street, west for a distance of 50 feet.  
(TH: 73/22:4/26/22)

NORTH LAWRENCE LAWRENCE LANE (TH 201/22) East Side  
ONE HOUR PARKING 8AM TO 6PM EXCEPT  
SATURDAY, SUNDAY, & HOLIDAYS - starting  
at a point 30 feet north of the north  
curbline of Burnside Avenue, north to a  
point 30 feet south of the south  
curbline of Buena Vista Avenue.  
(TH: 243/09:9/8/09)

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

Dated: June 14, 2022  
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 twenty of two thousand twenty two is hereby amended by including therein "REGULATIONS AND RESTRICTIONS" to limit parking at the following locations:

- |                |   |
|----------------|---|
| MERRICK        | STUYVESANT AVENUE (TH 73/22) South Side – TWO HOUR Parking 8AM – NOON – starting at west curblin of Jefferson Street, west for a distance of 97 feet.   |
| NORTH LAWRENCE | LAWRENCE LANE (TH 201/22) East Side – ONE HOUR PARKING 8AM TO 6PM EXCEPT SATURDAY, SUNDAY & HOLIDAYS– starting at point 30 feet north of the north curblin of Burnside Avenue, then north for a distance of 87 feet.                                  |
|                | LAWRENCE LANE (TH 201/22) East Side – ONE HOUR PARKING 8AM TO 6PM EXCEPT SATURDAY, SUNDAY & HOLIDAYS– starting at point 137 feet north of the north curblin of Burnside Avenue, then north to a point 30 feet south of south curblin of Vista Avenue. |

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

- |                |   |
|----------------|---|
| MERRICK        | STUYVESANT AVENUE (TH73/22) South Side – TWO HOUR PARKING 8AM – NOON EXCEPT SATURDAY, SUNDAY & HOLIDAYS – starting at the west curblin of Jefferson Street, west for a distance of 50 feet.<br>(TH: 73/22: 4/26/22)   |
| NORTH LAWRENCE | LAWRENCE LANE (TH 201/22) East Side – ONE HOUR PARKING 8AM TO 6PM EXCEPT SATURDAY, SUNDAY, & HOLIDAYS – starting at a point 30 feet north of the north curblin of Burnside Avenue, north to a point 30 feet south of the south curblin of Buena Vista Avenue.<br>(TH: 243/09: 9/8/09) |

Section 3. 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 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, Councilmember \_\_\_\_\_ has introduced a proposed local law known as Intro. No. 47-2022, 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 June 28, 2022, 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. 47-2022, 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 #

41

Case #

30698

**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 28<sup>th</sup> day of June, 2022, at 10:30 o'clock in the forenoon of that day to consider the enactment of a local law to amend Section 202-1 of the code of the Town of Hempstead to INCLUDE and REPEAL "PARKING OR STANDING PROHIBITIONS" at the following locations:

BALDWIN	HASTINGS STREET (TH 207/22) South Side - NO PARKING ANYTIME - starting at a point 243 feet east of the east curblines of Milburn Avenue, east for a distance of 20 feet.
ISLAND PARK	WASHINGTON AVENUE (TH 200/22) West Side - NO PARKING ANYTIME - starting at a point 180 feet north of the north curblines of Island Parkway south, north for a distance of 26 feet.
NORTH BALDWIN	BEECH STREET (TH 101/22) South Side - NO PARKING ANYTIME - starting at a point 14 feet east of the east curblines of Oakmere Drive, then east for a distance of 80 feet.

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

NORTH BALDWIN	BEECH STREET (TH 101/22) South Side - NO PARKING ANYTIME - starting at a point 14 feet east of the east curblines of Oakmere Drive, east for a distance of 100 feet.
---------------	---

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

Dated: June 14, 2022  
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 twenty one of two thousand twenty two is hereby amended by including therein "PARKING OR STANDING PROHIBITIONS" at the following locations:

- BALDWIN HASTINGS STREET (TH 207/22) South Side – NO PARKING ANYTIME - starting at a point 243 feet east of the east curbline of Milburn Avenue, east for a distance of 20 feet.
- ISLAND PARK WASHINGTON AVENUE (TH 200/22) West Side – NO PARKING ANYTIME – starting at a point 180 feet north of the north curbline of Island Parkway south, north for a distance of 26 feet.
- NORTH BALDWIN BEECH STREET (TH 101/22) South Side – NO PARKING ANYTIME – starting at a point 14 feet east of the east curbline of Oakmere Drive, then east for a distance of 80 feet.

Section 2. Section two hundred two dashes 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 twenty one of two thousand twenty two is hereby amended by including therein "PARKING OR STANDING PROHIBITIONS" at the following locations:

- NORTH BALDWIN BEECH STREET (TH 101/22) South Side – NO PARKING ANYTIME – starting at a point 14 feet east of the east curbline of Oakmere Drive, east for a distance of 100 feet.

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

CASE NO.

RESOLUTION NO.

ADOPTED:

Councilmember \_\_\_\_\_ 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, Councilmember \_\_\_\_\_ has introduced a proposed local law known as Intro. No. 48-2022, 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 June 28, 2022, 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. 48-2022, 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 #

30699

**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 28<sup>th</sup> day of June, 2022, 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:

ISLAND PARK	NEW YORK AVENUE (TH 99/22) STOP - all traffic traveling eastbound on Saratoga Boulevard shall come to a full stop.
	NEW YORK AVENUE (TH 99/22) STOP - all traffic traveling westbound on Saratoga Boulevard shall come to a full stop.
LEVITTOWN	SUNRISE LANE (TH 217/22) STOP - all traffic traveling westbound on Hook Lane shall come to a full stop.
ROOSEVELT	ALLERS BOULEVARD (TH 218-22) STOP - all traffic north on Hale Place shall come to a full stop.

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

Dated: June 14, 2022  
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 twenty two of two thousand twenty two is hereby amended by including therein "ARTERIAL STOPS" at the following locations:

ISLAND PARK

NEW YORK AVENUE (TH 99/22) STOP – all traffic traveling eastbound on Saratoga Boulevard shall come to a full stop.

NEW YORK AVENUE (TH 99/22) STOP – all traffic traveling westbound on Saratoga Boulevard shall come to a full stop.

LEVITTOWN

SUNRISE LANE (TH 217/22) STOP – all traffic traveling westbound on Hook Lane shall come to a full stop.

ROOSEVELT

ALLERS BOULEVARD (TH 218-22) STOP – all traffic north on Hale Place 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:

Senior Councilmember Goosby offered the following resolution and moved its adoption:

RESOLUTION CALLING A PUBLIC HEARING ON A PROPOSED LOCAL LAW TO AMEND SECTION 197-13 OF THE CODE OF THE TOWN OF HEMPSTEAD TO INCLUDE "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS" AT VARIOUS LOCATIONS.

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

WHEREAS, it appears to be in the public interest to consider the enactment of a local law amending Section 197-13 of the Code of the Town of Hempstead entitled "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS" at various locations; and

WHEREAS, Senior Councilmember Goosby has introduced a proposed local law known as Intro. No. 49-2022, Print No. 1 to amend the said Section 197-13 of the Code of the Town of Hempstead to include "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS" at various locations; NOW, THEREFORE, BE IT

RESOLVED, that a public hearing be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York on June 28, 2022 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. 49-2022, Print No. 1, to amend Section 197-13 of the Code of the Town of Hempstead to include "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS" at various locations; and, BE IT FURTHER

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

43

Case #

30700



**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 28<sup>th</sup> day of June, 2022, at 10:30 o'clock in the forenoon of that day to consider the enactment of a local law to amend Section 197-13 of the code of the Town of Hempstead to INCLUDE "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS" at the following location:

LEVITTOWN                      FARMEDGE ROAD (TH 210/22) North Side - NO STOPPING 8AM TO 4PM SCHOOL DAYS - starting at a point 31 feet east of a point opposite east curblineline of Celestial Lane, east for a distance of 330 feet.

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

LEVITTOWN                      FARMEDGE ROAD (TH 210/22) North Side - NO STOPPING 8AM TO 4PM SCHOOL DAYS - starting at a point 40 feet west of a point opposite the west curblineline of Jupiter Lane, east for a distance of 160 feet. (TH 107/72: 4/25/72)

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

Dated: June 14, 2022  
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 thirteen of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine, to include "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS" at various locations.

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

Section 1. Section one hundred ninety seven dash thirteen of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine, said Section last amended by local law number twenty three of two thousand twenty two is hereby amended by including therein "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS" at the following location:

LEVITTOWN FARMEDGE ROAD (TH 210/22) North Side – NO STOPPING 8AM TO 4PM SCHOOL DAYS – starting at a point 31 feet east of a point opposite east curblin of Celestial Lane, east for a distance of 330 feet.

Section 2. Section one hundred ninety seven dashes thirteen of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine, said Section last amended by local law number fifty one of two thousand twenty one is hereby amended by repealing therein "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS" at the following location:

LEVITTOWN FARMEDGE ROAD (TH 210/22) North Side – NO STOPPING 8AM TO 4PM SCHOOL DAYS – starting at a point 40 feet west of a point opposite the west curblin of Jupiter Lane, east for a distance of 160 feet. (TH 107/72: 4/25/72)

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

CASE NO. 19565

RESOLUTION NO.

Adopted:

Councilmember \_\_\_\_\_ offered the following resolution's adoption:

RESOLUTION CALLING A PUBLIC HEARING ON  
A LOCAL LAW TO ENACT SECTION 190-9.5  
OF CHAPTER 190 OF THE CODE OF THE TOWN  
OF HEMPSTEAD, ENTITLED "THIRTY-MILE-  
PER-HOUR LIMITS."

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

WHEREAS, it appears to be in the public interest to consider a local law to enact section 190-9.5 of Chapter 190 of the Code of the Town of Hempstead entitled "Thirty-mile-per-hour limits"; and

WHEREAS, Councilmember \_\_\_\_\_ has introduced a local law known as Intro. No. 50-2022, Print No. 1, as aforesaid;

NOW, THEREFORE, BE IT

RESOLVED, that a public hearing be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Village and Town of Hempstead, New York on the 28<sup>th</sup> day of June, 2022, at 10:30 o'clock in the forenoon of that day at which time all interested persons shall be heard on the enactment of section 190-9.5 of Chapter 190 of the Code of the Town of Hempstead entitled "Thirty-mile-per-hour limits"; and, BE IT FURTHER

RESOLVED, that the Town Clerk shall give notice of such hearing by the publication thereof in a newspaper of general circulation in the Town of Hempstead and by the posting of such notice on the bulletin board maintained by them for that purpose in the Town Hall once, pursuant to Section 4-1 of Chapter 4 of the Code of the Town of Hempstead entitled, "Local Laws: Adoption" prior to the date of said hearing.

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

AYES:

NOES:

Item # 44  
Case # 19565





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 PERSON.

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

NOW, THEREFORE BE IT

RESOLVED, that a public hearing be held in the Town  
Meeting Pavillion, Hempstead Town Hall, 1 Washington Street,  
Hempstead, New York, on the 28<sup>th</sup> day of June, 2022, at  
10:30 o'clock in the forenoon of that day, at which  
time all persons interested shall be heard on the  
establishment and setting aside of certain parking spaces  
for motor vehicles for the sole use of holders of special  
parking permits issued by the County of Nassau to  
physically handicapped persons at the following locations:

BALDWIN

HAYES STREET - south side, starting  
at a point 240 feet west of the west  
curbline of Eastern Parkway, west for  
a distance of 20 feet.  
(TH-211/22)

OCEANSIDE

PERKINS AVENUE - north side, starting  
at a point 272 feet west of the west  
curbline of Nassau Road, west for a  
distance of 20 feet.  
(TH-222/22)

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

Item # 45

Case # 21527

BALDWIN

HASTINGS STREET - south side, starting at a point 243 feet east of the east curblineline of Milburn Avenue, east for a distance of 20 feet.

(TH-271/16 - 9/20/16) (TH-207/22)

ELMONT

TRIBUNE AVENUE - north side, starting at a point 28 feet west of the west curblineline of Evans Avenue, west for a distance of 18 feet.

(TH-377/20 - 1/19/21) (TH-205/22)

MERRICK

STUYVESANT AVENUE - south side, starting at a point 50 feet west of the west curblineline of Jefferson Street, west for a distance of 20 feet.

(TH-73/22 - 4/26/22) (TH-73(B)/22)

OCEANSIDE

WEST WINDSOR PARKWAY - north side, starting at a point 192 feet east of the east curblineline of Messick Avenue, east for a distance of 20 feet.

(TH-492/17 - 1/24/18) (TH-229/22)

; and, BE IT FURTHER

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

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

AYES:

NOES:

**NOTICE OF PUBLIC HEARING**

PLEASE TAKE NOTICE that pursuant to Section 202-48 of the code of the Town of Hempstead entitled, "Handicapped Parking On Public Streets," a public hearing will be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, on the 28th day of June, 2022, at 10:30 o'clock in the forenoon of that day, to consider the adoption of a resolution setting aside certain parking spaces for motor vehicles for the sole use of holders of special parking permits issued by the County of Nassau to physically handicapped persons at the following locations:

**BALDWIN**

HAYES STREET - south side, starting at a point 240 feet west of the west curblineline of Eastern Parkway, west for a distance of 20 feet.  
(TH-211/22)

**OCEANSIDE**

PERKINS AVENUE - north side, starting at a point 272 feet west of the west curblineline of Nassau Road, west for a distance of 20 feet.  
(TH-222/22)

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

**BALDWIN**

HASTINGS STREET - south side, starting at a point 243 feet east of the east curblineline of Milburn Avenue, east for a distance of 20 feet.  
(TH-271/16 - 9/20/16) (TH-207/22)

**ELMONT**

TRIBUNE AVENUE - north side, starting at a point 28 feet west of the west curblineline of Evans Avenue, west for a distance of 18 feet.  
(TH-377/20 - 1/19/21) (TH-205/22)



MERRICK

STUYVESANT AVENUE - south side, starting  
at a point 50 feet west of the west  
curbline of Jefferson Street, west  
for a distance of 20 feet.  
(TH-73/22 - 4/26/22) (TH-73(B)/22)

OCEANSIDE

WEST WINDSOR PARKWAY - north side,  
starting at a point 192 feet east  
of the east curbline of Messick Avenue,  
east for a distance of 20 feet.  
(TH-492/17 - 1/24/18) (TH-229/22)

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

Dated: Hempstead, New York  
June 14, 2022

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:

Councilmember moved the following resolution's adoption:

RESOLUTION CALLING A PUBLIC HEARING  
ON THE PROPOSED RENEWAL CONTRACT  
WITH THE INCORPORATED VILLAGE OF  
EAST ROCKAWAY FOR FURNISHING FIRE  
PROTECTION SERVICE IN THE ANGLE SEA  
FIRE PROTECTION DISTRICT.

WHEREAS, the contract for furnishing fire protection within the Angle Sea Fire Protection District has expired December 31, 2021, and the Incorporated Village of East Rockaway has offered to contract for a further period of five years commencing January 1, 2022 and expiring December 31, 2026, upon the same conditions, for the annual sum of \$10,537.00 for the year 2022; the sum of \$10,800.00 for the year 2023; the sum of \$11,178.00 for the year of 2024; the sum of \$11,570 for the year of 2025; and \$11,859 for the year of 2026 for furnishing said service to said District; and

WHEREAS, this Town Board deems it to be in the public interest to renew said contract for a further period of five years as aforesaid;

NOW, THEREFORE, BE IT

RESOLVED, that pursuant to the provisions of Section 184 of the Town Law of the State of New York, a public hearing will be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Village and Town of Hempstead, New York, on the 28<sup>th</sup> of June, at 10:30 o'clock in the forenoon of that day, for the purpose of considering the proposal of the Village of East Rockaway to contract for a further period of five years commencing January 1, 2022 and expiring December 31, 2026, for furnishing fire protection within the Angle Sea Fire Protection District; and, BE IT FURTHER

RESOLVED, that the Town Clerk be and she hereby is authorized and directed to publish a notice of said public hearing describing the proposed contract in Long Island Business News, a newspaper having a general circulation within the Town of Hempstead, at least once, not less than ten days before the date of said public hearing.

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

AYES:  
NOES:

Item #

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Case #

690

**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 28th day of June, 2022, 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 made by the Incorporated Village of East Rockaway, New York, for furnishing fire protection services within the Angle Sea Fire Protection District, for a period of five years commencing January 1, 2022 and expiring December 31, 2026, upon the same conditions, for the annual sum of \$10,537.00 for the year 2022; the sum of \$10,800.00 for the year 2023; the sum of \$11,178.00 for the year of 2024; the sum of \$11,570 for the year of 2025; and \$11,859 for the year of 2026.

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.

ALL PERSONS interested in the subject matter will be given an opportunity to be heard in reference thereto, at the time and place above specified.

Dated: Hempstead, New York  
June 14, 2022

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF HEMPSTEAD

DONALD X. CLAVIN, JR.  
Supervisor

KATE MURRAY  
Town Clerk

THIS AGREEMENT, made the            day of            ,  
2022, between the TOWN OF HEMPSTEAD, a municipal corporation  
having its principal offices at Hempstead Town Hall, Town  
Hall Plaza, 1 Washington Street, Village and Town of  
Hempstead, Nassau County, New York, on behalf of the ANGLE  
SEA FIRE PROTECTION DISTRICT, hereinafter called the  
"Protection District," and INCORPORATED VILLAGE OF EAST  
ROCKAWAY, a municipal corporation, with its municipal office  
at the Municipal Building, East Rockaway, Nassau County, New  
York, hereinafter called the "Fire Department."

**W I T N E S S E T H:**

WHEREAS, pursuant to the provisions of the Town  
Law of the State of New York, there has been duly established  
in the Town of Hempstead (hereinafter sometimes referred to  
as the "Town"), a Fire Protection District known as the Angle  
Sea Protection District, embracing that territory in the Town  
described in the resolution establishing said District,  
adopted by the Town Board of the Town, and the resolutions,  
if any, thereafter extending such District; and

WHEREAS, after a public hearing on due notice, the  
said Town Board duly authorized an agreement with the Fire  
Department for fire protection within the Protection  
District, for a period of five (5) years, upon the terms and  
conditions herein set forth; and

WHEREAS, the consent of the Volunteer Fire  
Department of the Incorporated Village of East Rockaway to  
this agreement has been obtained pursuant to Section 209-d of

the General Municipal Law of the State of New York, and this agreement has also been duly authorized by the Board of Trustees of the Incorporated Village of East Rockaway.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Protection District does engage the Fire Department to furnish fire protection within the Protection District, and the Fire Department agrees to furnish such fire protection and fire rescue service upon the following terms and conditions:

FIRST: The Fire Department during the period of this agreement, commencing on the 1st day of January, 2022 and ending on the 31st day of December, 2026, agrees to furnish and protect, to the best of its ability, against loss by fire to persons and property located within the Protection District to provide emergency, rescue, first aid, ambulance and emergency medical services and protection and response, and at all times during the terms of said agreement to maintain fire-fighting equipment sufficient in quality and quantity to meet the approval of the ISO Commercial Risk Services, Inc., and in such a manner as will ensure the rating of property in the Protection District as located within a protection area.

SECOND: In consideration of furnishing aid and apparatus as aforesaid, the Protection District will pay to the Fire Department, the following sums of money:

- a) For the period beginning on the 1<sup>st</sup> day of January, 2022 and ending on the 31<sup>st</sup> day of December, 2022, the sum of \$10,537.00;

- b) For the period beginning on the 1<sup>st</sup> day of January, 2023 and ending on the 31<sup>st</sup> day of December, 2023, the sum of \$10,800.00;
- c) For the period beginning on the 1st day of January, 2024 and ending on the 31st day of December, 2024, the sum of \$11,178.00;
- d) For the period beginning on the 1st day of January, 2025 and ending on the 31st day of December, 2025, the sum of \$11,570.00;
- e) For the period beginning on the 1st day of January, 2026 and ending on the 31st day of December, 2026, the sum of \$11,859.00;

such sums to be levied and assessed upon taxable property within the Protection District and collected with the other Town taxes by the Town, and shall be paid over to the Fire Department in semi-annual payments, as nearly equal as may be, on the first day of April and the first day of October of each year of the term of this agreement.

THIRD: If the Fire Department is a village or a fire district, it may pay to the Volunteer Fire Department, or Company, under its jurisdiction which renders the fire protection services to be furnished hereunder, a portion of the consideration paid hereunder, in accordance with Subdivision 16 of Section 176 of the Town Law and Section 209-d of the General Municipal Law.

FOURTH: The Protection District hereby agrees to provide the benefits required to be provided by the Town pursuant to the Volunteer Firemen's Benefit Law during the term of this agreement, and the Village Fire Department hereby agrees to provide all liability insurance, other than for benefits payable by the Protection District to the members of the Fire Department pursuant to the Volunteer

Firemen's Benefit Law, required for the protection of its members, and to hold the Town and the Protection District harmless from any and all claims for injury or damage to persons and property arising out of its operation under this agreement, other than claims for such benefits. The Village/Fire Department shall annually provide to the Town Clerk and Town Attorney appropriate certificates of insurance, naming the Angle Sea Fire Protection District and Town of Hempstead as additional insured with liability insurance in the amount of no less than (\$1 million) one million dollars per person, (\$2 million) two million dollars per occurrence, and excess insurance in the amount of (\$5 million) five million dollars.

FIFTH: The Fire Department agrees to comply in all respects with the provisions of Section 296 of the Executive Law, Section 202-a, subdivision 17(a) of the Village Law, both of which prohibit discrimination in membership of volunteer fire departments.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this agreement the day and year first above written.

TOWN OF HEMPSTEAD on behalf of the  
ANGLE SEA FIRE PROTECTION DISTRICT

By \_\_\_\_\_  
Supervisor

INCORPORATED VILLAGE OF EAST ROCKAWAY

By \_\_\_\_\_

CASE NO.

RESOLUTION NO.

Adopted:

Councilmember moved the following resolution's adoption:

RESOLUTION CALLING A PUBLIC HEARING ON  
THE PROPOSED RENEWAL CONTRACT WITH THE  
LAWRENCE-CEDARHURST FIRE DEPARTMENT FOR  
FIRE PROTECTION WITHIN THE EAST  
LAWRENCE FIRE PROTECTION DISTRICT.

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

WHEREAS, the Lawrence-Cedarhurst Fire Department has offered to provide fire protection to the said Fire Protection District for a further period of five years commencing January 1, 2022 and expiring December 31, 2026, for the annual sum of \$11,796.00 for the year 2022; \$12,091.00 for the year 2023; \$12,514.00 for the year 2024; \$12,952 for the year 2025; and \$13,276 for the year 2026; and

WHEREAS, this Town Board deems it to be in the public interest to renew said fire protection contract with the Lawrence-Cedarhurst Fire Department to protect the East Lawrence Fire Protection District for a further period of five (5) years as aforesaid;

NOW, THEREFORE, BE IT

RESOLVED, that pursuant to the 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 28<sup>th</sup> day of June, 2022 at 10:30 o'clock in the forenoon of that day, for the purpose of considering the proposal of the Lawrence-Cedarhurst Fire Department to provide fire protection within the East Lawrence Fire Protection District for a period of five years commencing January 1, 2022 and expiring December 31, 2026, for the annual sum of \$11,796.00 for the year 2022; \$12,091.00 for the year 2023; \$12,514.00 for the year 2024; \$12,952 for the year 2025; and \$13,276 for the year 2026; and, BE IT FURTHER

RESOLVED, that the Town Clerk be and he hereby is authorized and directed to publish a notice of said public hearing describing the proposed contract in a newspaper having a general circulation within the Town of Hempstead, at least once, not less than ten days before the date of said public hearing.

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

AYES:

NOES:

Item # 47  
Page 1 of 1  
Case # 1697



**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 28<sup>th</sup> day of June, 2022 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 Lawrence-Cedarhurst Fire Department, for furnishing fire protection services within the East Lawrence Fire Protection District, for a period of five years commencing January 1, 2022 and expiring December 31, 2026, for the annual sum of \$11,796.00 for the year 2022; \$12,091.00 for the year 2023; \$12,514.00 for the year 2024; \$12,952 for the year 2025; and \$13,276 for the year 2026.

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

June 14, 2022

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF HEMPSTEAD

KATE MURRAY  
Town Clerk

DONALD X. CLAVIN, JR.  
Supervisor

THIS AGREEMENT, made the            day of            2022,  
between the TOWN OF HEMPSTEAD, a municipal corporation having  
its principal offices at Hempstead Town Hall, Town Hall  
Plaza, 1 Washington Street, Village and Town of Hempstead,  
Nassau County, New York, on behalf of the EAST LAWRENCE FIRE  
PROTECTION DISTRICT, hereinafter called the "Protection  
District," and LAWRENCE-CEDARHURST FIRE DEPARTMENT, INC., a  
domestic corporation, situate in said Town, with its  
principal office at Lawrence, Nassau County, New York,  
hereinafter called the "Fire Department."

**W I T N E S S E T H:**

WHEREAS, pursuant to the provisions of the Town  
Law of the State of New York, there has been duly established  
in the Town of Hempstead (hereinafter sometimes referred to  
as the "Town"), a Fire Protection District known as the East  
Lawrence Fire Protection District, embracing that territory  
in the Town described in the resolution establishing said  
District, adopted by the Town Board of the Town, and the  
resolutions, if there are any, thereafter extending such  
District; and

WHEREAS, after a public hearing on due notice, the  
said Town duly authorized an agreement with the Fire  
Department for fire protection within the Fire Protection  
District, for a period of five (5) years, upon the terms and  
conditions herein set forth; and

WHEREAS, this agreement has been duly authorized  
and consented to by the Board of Fire Commissioners of the  
Lawrence-Cedarhurst Fire Department, Inc., and by the member-

ship of the Lawrence Cedarhurst Fire Department Inc.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Protection District does engage the Fire Department to furnish fire protection within the Protection District, and the Fire Department agrees to furnish such fire protection upon the following terms and conditions:

FIRST: The Fire Department agrees to furnish during the period of this agreement, commencing on the 1st day of January, 2022 and ending on the 31st day of December, 2026, protection against loss by fire to property located within the territory of the Protection District, and to protect the lives of the inhabitants of such District to the best of its ability, and at all times during the term of said agreement to provide emergency, rescue, first aid, ambulance and emergency medical services and protection and response and protection against loss by fire to property located within the territory of the Protection District and to protect the lives of the inhabitants of such District to the best of its ability and at all times during the term of this agreement to maintain fire-fighting equipment sufficient in quality and quantity to meet the approval of the Insurance Service Organization, or other appropriate agency, and in such manner as will insure the rating of property within the territory of the Protection District as located within a protected area.

SECOND: In consideration of furnishing aid and apparatus as aforesaid, the Protection District will pay to the Fire Department for the years 2022, 2023, 2024, 2025, and 2026 the sum of \$11,796.00 for the year 2022; the sum of

\$12,091.00 for the year 2023; the sum of \$12,514.00 for the year 2024; the sum of \$12,952 for the year 2025; and the sum of \$13,276 for the year 2026; such sums to be levied and assessed upon taxable property within the Protection District and collected with the other Town taxes by the Town, and shall be paid over to the Fire Department in semi-annual payments, as nearly equal as may be, on the first day of March and September for the calendar years during the term of the agreement.

THIRD: (a) If the Fire Department is either a fire district or a private fire company, it hereby covenants that it will keep all moneys paid to it by the Protection District pursuant to this contract for the purposes authorized by law, and will not expend any portion thereof except for the purchase and maintenance of fire fighting equipment or apparatus or for the payment of premiums for insurance of firemen and liability insurance, or the maintenance of the building or buildings used for the storage of such fire fighting equipment or apparatus.

(b) If the Fire Department is a private fire company, it hereby covenants that it will keep all moneys paid to it hereunder in a separate account on its books and records for the purposes described in subparagraph "(a)" hereof and that it will render to the Protection District, annually in January of each year during the term of this agreement, an account setting forth the amount and object of all expenditures made by it from said fund, which account shall be duly verified by the oaths of the Trustees or Directors of the Fire Department, but all fire apparatus or equipment purchased from the moneys derived from this agreement shall be the sole property of the Fire Department.

The Fire Department, in such case, also agrees to install a system of bookkeeping pertaining to the receipts and disbursements of moneys received under this agreement as may be prescribed by the Protection District to the end that a uniform bookkeeping system shall be kept by such private fire companies with which the Protection District shall contract, with reference to all moneys received and disbursed, in accordance with this agreement, and the Fire Department shall permit the said Protection District to examine and audit said books at all reasonable times as the Protection District may require. Anything contained in this paragraph to the contrary, it is understood and agreed that the money received under this contract shall be credited as a separate account in the books and records of the Fire Department as money received from the Fire Protection Contract with the East Lawrence Fire Protection District and said money shall be credited the same as all other fire protection contract moneys, according to the budget of the Lawrence-Cedarhurst Fire Department, Inc.

FOURTH: The Protection District hereby agrees to provide the benefits required to be provided by the Town pursuant to the Volunteer Firemen's Benefit Law during the term of this agreement, and the Fire Department/Fire District hereby agrees to provide all liability insurance, other than for benefits payable by the Protection District to the members of the Fire Department pursuant to the Volunteer Firemen's Benefit Law, required for the protection of its members, and to hold the Town and the Protection District harmless from any and all claims for injury or damage to persons and property arising out of its operation under this

agreement other than claims for such benefits. The Fire Department/Fire District shall annually provide to the Town Clerk and to the Town Attorney, appropriate certificates of insurance naming the East Lawrence Fire Protection District and the Town of Hempstead as additional insured with liability insurance in the amount of no less than (\$1 million) one million dollars per person, (\$2 million) two million dollars per occurrence, and excess insurance in the amount of (\$5 million) five million dollars.

FIFTH: The Fire Department agrees to comply in all respects with the provisions of Section 296 of the Executive Law, Section 176-b of the Town Law and Section 1402 of the Not-For-Profit Corporation Law of the State of New York, all of which prohibit discrimination in membership of volunteer fire departments.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this agreement the day and year first above written.

TOWN OF HEMPSTEAD on behalf of  
EAST LAWRENCE FIRE PROTECTION DISTRICT

By \_\_\_\_\_  
Supervisor

LAWRENCE-CEDARHURST FIRE  
DEPARTMENT, INC.

By \_\_\_\_\_  
Chairman, Board of Fire  
Commissioners

CASE NO.

RESOLUTION NO.

Adopted:

Councilmember moved the follow resolution's 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, 2022 and ending December 31, 2026, for the sum of \$561,819.00 for the year 2022; the sum of \$575,864.00 for the year 2023; the sum of \$596,020.00 for the year 2024; the sum of \$616,880.00 for the year 2025; the sum of \$632,302.00 for the year 2026;

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 28<sup>th</sup> day of June, 2022 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:

Item #

Page 1 of 1

Case #

48

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 the 28<sup>th</sup> day of June, 2022 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, 2022 and ending December 31, 2026, for the sum of \$561,819.00 for the year 2022; the sum of \$575,864.00 for the year 2023; the sum of \$596,020.00 for the year 2024; the sum of \$616,880.00 for the year 2025; the sum of \$632,302.00 for the year 2026.

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  
June 14, 2022

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF HEMPSTEAD

DONALD X. CLAVIN, JR.  
Supervisor

KATE MURRAY  
Town Clerk



THIS AGREEMENT, made the \_\_\_\_\_ day of \_\_\_\_\_, 2022  
between the TOWN OF HEMPSTEAD, a municipal corporation having  
its principal offices at Hempstead Town Hall, 1 Washington  
Street, Hempstead, Nassau County, New York, on behalf of the  
GREEN ACRES MALL FIRE PROTECTION DISTRICT, hereinafter called  
the "Protection District," and the INCORPORATED VILLAGE OF  
VALLEY STREAM, having its principal office at Village Hall,  
Central Avenue, Valley Stream, New York, hereinafter called  
the "Fire Department."

**W I T N E S S E T H:**

WHEREAS, pursuant to the provisions of the Town Law of  
the State of New York, there has been duly established in the  
Town of Hempstead (hereinafter sometimes referred to as the  
"Town"), a fire protection district known as Green Acres Mall  
Fire Protection District, embracing that territory in the Town  
described in the resolution establishing said District,  
adopted by the Town Board of the Town, and the resolutions, if  
any, thereafter extending such District; and

WHEREAS, after a public hearing on due notice, the said  
Town Board duly authorized an agreement with the Fire  
Department for fire protection within the territory of the  
Protection District, for a period of five (5) years, upon the  
terms and conditions herein set forth; and

WHEREAS, the consent of the Volunteer Fire Department to  
this contract has been obtained pursuant to Section 209-d of  
the General Municipal Law of the State of New York, and said  
contract has also been duly authorized by the Board of  
Trustees of said Incorporated Village of Valley Stream.

NOW, THEREFORE, in consideration of the mutual

covenants herein contained, the Protection District does engage the Fire Department to furnish fire protection within the Protection District, and the Fire Department agrees to furnish such fire protection upon the following terms and conditions:

FIRST: The Fire Department agrees to furnish during the period of this agreement, for a period of five (5) years beginning on the 1<sup>st</sup> day of January, 2022 and ending on the 31<sup>st</sup> day of December, 2026, to provide emergency, rescue, first aid, ambulance and emergency medical services and protection and response and protection against loss by fire to property located within the territory of the Protection District and to protect the lives of the inhabitants of such District to the best of its ability and at all times during the term of this agreement to maintain fire-fighting equipment sufficient in quality and quantity to meet the approval of the New York Board of Fire Underwriters or the Insurance Service Organization or such other underwriting organization that regularly evaluates fire protection services in the area of the Town of Hempstead, and in such manner as will insure the rating of property within the territory of the Protection District as located within a protected area.

SECOND: In consideration of furnishing aid and apparatus as aforesaid, the Protection District will pay to the Fire Department the sum of \$561,819.00 for the year 2022; the sum of \$575,864.00 for the year 2023; the sum of \$596,020.00 for the year 2024; the sum of \$616,880.00 for the year 2025; the sum of \$632,302.00 for the year 2026; such sums to be levied and assessed upon the taxable property

within the Protection District and collected with the other Town taxes by the Town, and shall be paid over to the Fire Department in full.

THIRD: If the Fire Department is a Village or a Fire District, it may pay to the Volunteer Fire Department or Company under its jurisdiction which renders the fire protection services to be furnished hereunder, a portion of the consideration paid hereunder, in accordance with Subdivision 16 of Section 176 of the Town Law of the State of New York, and Section 209-d of the General Municipal Law.

FOURTH: The Protection District hereby agrees to provide the benefits required to be provided by the Town pursuant to the Volunteer Firemen's Benefit Law during the term of this agreement, and the Fire Department hereby agrees to provide all liability insurance, other than for benefits payable by the Protection District to the members of the Fire Department pursuant to the Volunteer Firemen's Benefit Law of the State of New York, required for the protection of its members and to hold the Town and the Protection District harmless from any and all claims for injury or damages to persons and property arising out of its operation under this agreement other than claims for such benefits. The Village/Fire Department shall annually provide to the Town Clerk and Town Attorney appropriate certificates of insurance, naming the Green Acres Mall Fire Protection District and Town of Hempstead as additional insured with liability insurance in the amount of no less than (\$1 million) one million dollars per person, (\$2 million) two million dollars per occurrence, and excess insurance in the amount of (\$5 million) five million dollars.

FIFTH: The Fire Department agrees to comply in all respects with the provisions of Section 296 of the Executive Law of the State of New York and Section 10-1006, subdivision 17(a) of the Village Law, both of which prohibit discrimination in membership of Volunteer Fire Departments.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this agreement the day and year first above written.

TOWN OF HEMPSTEAD on behalf  
of the GREEN ACRES MALL FIRE  
PROTECTION DISTRICT

Pursuant to General  
Municipal Law § 209-d  
the Valley Stream Volunteer  
Fire Department hereby  
consents to the within  
contract.

By \_\_\_\_\_  
Supervisor

INCORPORATED VILLAGE OF VALLEY  
STREAM

By \_\_\_\_\_  
Authorized Signature

By \_\_\_\_\_  
Mayor

CASE NO.

RESOLUTION NO.

Adopted:

Councilmember moved the following resolution's adoption:

RESOLUTION CALLING A PUBLIC HEARING ON A CONTRACT WITH THE WESTBURY FIRE DISTRICT FOR FIRE PROTECTION WITHIN THE HEMPSTEAD PLAINS FIRE PROTECTION DISTRICT.

WHEREAS, the contract for furnishing fire protection within the Hempstead Plains Protection District expired on December 31, 2021; and

WHEREAS, the Westbury Fire District offered to provide fire protection to the said Fire Protection District for a further period of five (5) years commencing January 1, 2022 and expiring December 31, 2026 for the annual sum of \$167,908.00 for the year 2022; \$172,106.00 for the year 2023; \$178,129.00 for the year 2024; and \$184,364.00 for the year 2025; and \$188,973.00 for the year 2026; and

WHEREAS, this Town Board deems it to be in the public interest to protect the Hempstead Plains Fire Protection District for a further period of five (5) years as aforesaid;

NOW, THEREFORE, BE IT

RESOLVED, that pursuant to the provisions of Section 184 of the Town Law of the State of New York, a public hearing will be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Village and Town of Hempstead, New York, on the 28<sup>th</sup> day of June, 2022 at 10:30 o'clock in the forenoon of that day for the purpose of considering a contract with the Westbury Fire District for the Hempstead Plains Fire Protection District for the five-year period commencing January 1, 2022 and expiring December 31, 2026; and

BE IT FURTHER

RESOLVED, that the Town Clerk be and she hereby is directed to publish a notice of said public hearing, describing the proposed contract in a newspaper having general circulation within the 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 #

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Case #

1112

**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 28<sup>th</sup> day of June, 2022 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 contract with the Westbury Fire District for furnishing fire protection services within the Hempstead Plains Fire Protection District for a period of five (5) years commencing January 1, 2022 and expiring December 31, 2026 for the annual sum of \$167,908.00 for the year 2022; \$172,106.00 for the year 2023; \$178,129.00 for the year 2024; and \$184,364.00 for the year 2025; and \$188,973.00 for the year 2026.

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

June 14, 2022

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF HEMPSTEAD

KATE MURRAY  
TOWN CLERK

DONALD X. CLAVIN, JR.  
Supervisor

THIS AGREEMENT, made the            day of  
2022, between the TOWN OF HEMPSTEAD, a municipal corporation  
having its principal offices at Hempstead Town Hall, Town  
Hall Plaza, 1 Washington Street, Village and Town of  
Hempstead, Nassau County, New York, on behalf of the  
HEMPSTEAD PLAINS FIRE PROTECTION DISTRICT, hereinafter called  
the "Protection District," and the WESTBURY FIRE DISTRICT,  
having its principal office at 160 Drexel Avenue, Westbury,  
Nassau County, New York, hereinafter called the "Fire  
Department."

**W I T N E S S E T H:**

WHEREAS, pursuant to the provisions of the Town  
Law of the State of New York, there has been duly established  
in the Town of Hempstead (hereinafter sometimes referred to  
as the "Town"), a Fire Protection District known as the  
Hempstead Plains Fire Protection District, embracing that  
territory in the Town described in the resolution  
establishing said District, adopted by the Town Board of the  
Town, and the resolutions, if there are any, thereafter  
extending and/or diminishing such District; and

WHEREAS, after a public hearing on due notice, the  
said Town duly authorized an agreement with the Fire  
Department for fire protection within the Fire Protection  
District lying north of Stewart Avenue, for a period of five  
(5) years, upon the terms and conditions herein set forth;  
and

WHEREAS, a metes and bounds description of that portion of the Protection District to be protected by the Fire Department is as follows:

BEGINNING at a point where the westerly line of Merrick Avenue, if extended northerly, would intersect the center line of Old Country Road; thence running southerly 300 feet more or less to and along the westerly line of Merrick Avenue, which is also the eastern boundary of South Westbury Fire Maintenance District to the northeasterly corner of Roosevelt Field Fire Maintenance District; thence running along the boundary of the Roosevelt Field Fire Maintenance District the following four courses; South 3 degrees 39 minutes 53 seconds east 40.01 feet along the westerly line of Merrick Avenue; thence running south 19 degrees 23 minutes 03 seconds east 2338.20 feet also along the westerly line of Merrick Avenue; thence running south 64 degrees 19 minutes 05 seconds west 1687.07 feet; thence running south 73 degrees 36 minutes 48 seconds west 870.73 feet to the easterly boundary of East Garden City Fire Protection District; then running southerly, at right angles to last-mentioned course, along the easterly boundary of East Garden City Fire Protection District to the center line of Stewart Avenue; thence running easterly along the center line of Stewart Avenue to the intersection of Carman Avenue and Dutch Lane and continuing along the center line of Dutch Lane to the Hempstead town line; thence running northerly along the Hempstead Town line to the center line of Old Country Road; thence running westerly along the center line of Old Country Road which is the boundary line between the Town of Hempstead and North Hempstead to the point of Beginning;

and;

WHEREAS, the consent of the Westbury Fire Department to this contract has been obtained pursuant to Section 209-d of the General Municipal Law of the State of New York, and this agreement has also been authorized and consented to by the Commissioners of the Westbury Fire District, pursuant to Section 186, Subdivision 3, and Section 176, Subdivision 16, of the Town Law of the State of New York.



NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Protection District does engage the Fire Department to furnish fire and emergency protection within the Protection District for a period of five (5) years upon the following terms and conditions:

FIRST: The Fire Department agrees to furnish during the period of this agreement, commencing on the 1st day of January, 2022 and ending on the 31st day of December, 2026, protection against loss by fire to property located within the Protection District lying north of Stewart Avenue, and to protect the lives of the inhabitants of the aforesaid portion of said District to the best of its ability and to provide emergency, rescue, first aid, ambulance and emergency medical services and protection and protection against loss by fire to property located within the territory of the Protection District, and at all times during the term of said agreement to maintain fire-fighting equipment sufficient in quality and quantity to meet the approval of the New York Board of Fire Underwriters or the Insurance Service Organization or such other underwriting organization that regularly evaluates fire protection services in the area of the Town of Hempstead, and in such manner as will ensure the rating of property in the Protection District lying north of Stewart Avenue.

SECOND: In consideration of furnishing aid and apparatus as aforesaid, the Protection District will pay to the Fire Department the annual sum of \$167,908.00 for the year 2022; \$172,106.00 for the year 2023; \$178,129.00 for the year 2024; and \$184,364.00 for the year 2025; and \$188,973.00

for the year 2026, such sums to be levied and assessed upon taxable property within the territory of said Protection District and collected with the other Town taxes by the Town, and shall be paid over to the Fire Department in semi-annual payments, as nearly equal as may be, on the first day of March and September for the calendar years during the term of this agreement.

THIRD: (a) If the Fire Department is either a fire district or a private fire company, it hereby covenants that it will keep all moneys paid to it by the Protection District pursuant to this contract for the purposes authorized by law, and will not expend any portion thereof except for the purchase and maintenance of fire-fighting equipment or apparatus or for the payment of premiums for insurance of firemen and liability insurance, or the maintenance of the building or buildings used for the storage of such fire-fighting equipment or apparatus.

(b) If the Fire Department is a village or a fire district, it may pay to the Volunteer Fire Department or Company under its jurisdiction which renders the fire protection services to be furnished hereunder, a portion of the consideration paid hereunder in accordance with Subdivision 16 of Section 176 of the Town Law, and Section 209-d of the General Municipal Law.

FOURTH: The Protection District hereby agrees to provide the benefits required to be provided by the Town pursuant to the Volunteer Firemen's Benefit Law during the term of this agreement, and the Fire Department hereby agrees to provide all liability insurance, other than for benefits payable by the Protection District to the members of the Fire

Department pursuant to the Volunteer Firemen's Benefit Law, required for the protection of its members, and to hold the Town and the Protection District harmless from any and all claims for injury or damage to persons and property arising out of its operation under this agreement other than claims for such benefits.

FIFTH: The Fire Department agrees to comply in all respects with the provisions of Section 296 of the Executive Law, Section 176-B of the Town Law, Section 1402 of the Not-For-Profit Corporation Law of the State of New York, all of which prohibit discrimination in membership of volunteer fire departments.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this agreement the day and year first above written.

TOWN OF HEMPSTEAD on behalf of  
HEMPSTEAD PLAINS FIRE PROTECTION  
DISTRICT

By \_\_\_\_\_  
Supervisor

WESTBURY FIRE DISTRICT

By \_\_\_\_\_  
Chairman, Board of Fire  
Commissioners

CASE NO.

RESOLUTION NO.

Adopted:

Councilmember moved the following  
resolution's 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, 2022  
and ending December 31, 2026, for the sum of \$284,556.00  
for the year 2022; the sum of \$291,670.00 for the year  
2023; the sum of \$301,878.00 for the year 2024; the sum of  
\$312,444.00 for the year 2025; and the sum of \$320,255.00  
for the year 2026;

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 28<sup>th</sup> day of June, 2022 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 # 50  
Page 1 of 1  
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 28th day of June, 2022 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, 2022 and ending December 31, 2026, for the sum of \$284,556.00 for the year 2022; the sum of \$291,670.00 for the year 2023; the sum of \$301,878.00 for the year 2024; the sum of \$312,444.00 for the year 2025; and the sum of \$320,255.00 for the year 2026.

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  
June 14, 2022

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF HEMPSTEAD

DONALD X. CLAVIN, JR.  
Supervisor

KATE MURRAY  
Town Clerk

THIS AGREEMENT, made the \_\_\_\_\_ day of \_\_\_\_\_, 2022  
between the TOWN OF HEMPSTEAD, a municipal corporation having its  
principal offices at Hempstead Town Hall, 1 Washington Street,  
Hempstead, Nassau County, New York, on behalf of the MILL BROOK  
FIRE PROTECTION DISTRICT, hereinafter called the "Protection  
District," and the INCORPORATED VILLAGE OF VALLEY STREAM, having  
its principal office at Village Hall, Central Avenue, Valley  
Stream, New York, hereinafter called the "Fire Department."

**W I T N E S S E T H:**

WHEREAS, pursuant to the provisions of the Town Law of the  
State of New York, there has been duly established in the Town of  
Hempstead (hereinafter sometimes referred to as the "Town"), a  
fire protection district known as Mill Brook Fire Protection  
District, embracing that territory in the Town described in the  
resolution establishing said District, adopted by the Town Board  
of the Town, and the resolutions, if any, thereafter extending  
such District; and

WHEREAS, after a public hearing on due notice, the  
Said Town Board duly authorized an agreement with the Fire  
Department for fire protection within the territory of the  
Protection District, for a period of five (5) years, upon the  
terms and conditions herein set forth; and

WHEREAS, the consent of the Volunteer Fire Department to  
this contract has been obtained pursuant to Section 209-d of the  
General Municipal Law of the State of New York, and said  
contract has also been duly authorized by the Board of Trustees  
of said Incorporated Village of Valley Stream.

NOW, THEREFORE, in consideration of the mutual  
covenants herein contained, the Protection District does engage  
the Fire Department to furnish fire protection

within the Protection District, and the Fire Department agrees to furnish such fire protection upon the following terms and conditions:

FIRST: The Fire Department agrees to furnish during The period of this agreement, beginning on the 1<sup>st</sup> day of January, 2022 and ending on the 31<sup>st</sup> day of December, 2026, to provide emergency, rescue, first aid, ambulance and emergency medical services and protection and response and protection against loss by fire to property located within the territory of the Protection District and to protect the lives of the inhabitants of such District to the best of its ability and at all times during the term of this agreement to maintain fire-fighting equipment sufficient in quality and quantity to meet the approval of the New York Board of Fire Underwriters or the Insurance Service Organization or such other underwriting organization that regularly evaluates fire protection services in the area of the Town of Hempstead, and in such manner as will insure the rating of property within the territory of the Protection District as located within a protected area.

SECOND: In consideration of furnishing aid and apparatus as aforesaid, the Protection District will pay to the Fire Department the sum of \$284,556.00 for the year 2022; the sum of \$291,670.00 for the year 2023; the sum of \$301,878.00 for the year 2024; the sum of \$312,444.00 for the year 2025; and the sum of \$320,255.00 for the year 2026; such sums to be levied and assessed upon the taxable property within the Protection District and collected with the other Town taxes by the Town, and shall be paid over to the Fire Department in full.

THIRD: If the Fire Department is a Village or a Fire District, it may pay to the Volunteer Fire Department or Company under its jurisdiction which renders the fire protection services to be furnished hereunder, a portion of the

consideration paid hereunder, in accordance with Subdivision 16 of Section 176 of the Town Law of the State of New York, and Section 209-d of the General Municipal Law.

FOURTH: The Protection District hereby agrees to provide the benefits required to be provided by the Town pursuant to the Volunteer Firemen's Benefit Law during the term of this agreement, and the Fire Department hereby agrees to provide all liability insurance, other than for benefits payable by the Protection District to the members of the Fire Department pursuant to the Volunteer Firemen's Benefit Law of the State of New York, required for the protection of its members and to hold the Town and the Protection District harmless from any and all claims for injury or damages to persons and property arising out of its operation under this agreement other than claims for such benefits. The Village/Fire Department shall annually provide to the Town Clerk and Town Attorney appropriate certificates of insurance, naming the Mill Brook Fire Protection District and Town of Hempstead as additional insured with liability insurance in the amount of no less than (\$1 million) one million dollars per person, (\$2 million) two million dollars per occurrence, and excess insurance in the amount of (\$5 million) five million dollars.

FIFTH: The Fire Department agrees to comply in all respects with the provisions of Section 296 of the Executive Law of the State of New York and Section 10-1006, subdivision 17(a) of the Village Law, both of which prohibit discrimination in membership of Volunteer Fire Departments.



IN WITNESS WHEREOF, the parties hereto have duly  
executed and delivered this agreement the day and year first  
above written.

TOWN OF HEMPSTEAD on behalf  
of the MILL BROOK FIRE  
PROTECTION DISTRICT

Pursuant to General  
Municipal Law § 209-d  
the Valley Stream Volunteer  
Fire Department hereby  
consents to the within  
Contract

By \_\_\_\_\_  
Supervisor

INCORPORATED VILLAGE OF  
VALLEY STREAM

By \_\_\_\_\_  
Authorized Signature

By \_\_\_\_\_  
Mayor

CASE NO.

RESOLUTION NO.

Adopted:

Councilmember moved the following  
resolution's adoption:

RESOLUTION CALLING A PUBLIC HEARING  
ON A CONTRACT WITH THE WESTBURY FIRE  
DISTRICT FOR FIRE PROTECTION WITHIN  
THE ROOSEVELT FIELD FIRE PROTECTION  
DISTRICT.

WHEREAS, the contract for furnishing fire protection  
within the Roosevelt Field Protection District expired on  
December 31, 2021; and

WHEREAS, the Westbury Fire District offered to provide  
fire protection to the said Fire Protection District for a  
further period of five (5) years commencing January 1, 2022  
and expiring December 31, 2026 for the annual sum of  
\$302,971.00 for the year 2022; \$310,545.00 for the year  
2023; and \$321,414.00 for the year 2024; \$332,664.00 for  
the year 2025; \$340,980.00 for the year 2026; and

WHEREAS, this Town Board deems it to be in the public  
interest to protect the Roosevelt Field Fire Protection  
District for a further period of five (5) years as  
aforesaid;

NOW, THEREFORE, BE IT

RESOLVED, that pursuant to the provisions of Section  
184 of the Town Law of the State of New York, a public  
hearing will be held in the Town Meeting Pavilion,  
Hempstead Town Hall, 1 Washington Street, Village and Town  
of Hempstead, New York, on the 28<sup>th</sup> day of June, 2022 at 10:30  
o'clock in the forenoon of that day, for the purpose of  
considering a contract with the Westbury Fire District for  
the Roosevelt Field Fire Protection District for the five-  
year period commencing January 1, 2022 and expiring  
December 31, 2026; and

BE IT FURTHER

RESOLVED, that the Town Clerk be and she hereby is  
directed to publish a notice of said public hearing,  
describing the proposed contract in a newspaper having  
general circulation within the 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 #

51

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Case #

1113

**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 28<sup>th</sup> day of June, 2022 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 contract with the Westbury Fire District for furnishing fire protection services within the Roosevelt Field Fire Protection District for a period of five (5) years commencing January 1, 2022 and expiring December 31, 2026 for the annual sum of \$302,971.00 for the year 2022; \$310,545.00 for the year 2023; and \$321,414.00 for the year 2024; \$332,664.00 for the year 2025; \$340,980.00 for the year 2026.

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

June 14, 2022

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF HEMPSTEAD

KATE MURRAY  
TOWN CLERK

DONALD X. CLAVIN, JR.  
Supervisor

THIS AGREEMENT, made the            day of  
2022, between the TOWN OF HEMPSTEAD, a municipal corporation  
having its principal offices at Hempstead Town Hall, Town  
Hall Plaza, 1 Washington Street, Village and Town of  
Hempstead, Nassau County, New York, on behalf of the  
ROOSEVELT FIELD FIRE PROTECTION DISTRICT, hereinafter called  
the "Protection District," and the WESTBURY FIRE DISTRICT,  
having its principal office at 160 Drexel Avenue, Westbury,  
Nassau County, New York, hereinafter called the "Fire  
Department."

**W I T N E S S E T H:**

WHEREAS, pursuant to the provisions of the Town  
Law of the State of New York, there has been duly established  
in the Town of Hempstead (hereinafter sometimes referred to  
as the "Town"), a Fire Protection District known as the  
Roosevelt Field Fire Protection District, embracing that  
territory in the Town described in the resolution  
establishing said District, adopted by the Town Board of the  
Town, and the resolutions, if there are any, thereafter  
extending and/or diminishing such District; and

WHEREAS, after a public hearing on due notice, the  
said Town duly authorized an agreement with the Fire  
Department for fire protection within the Fire Protection  
District, for a period of five (5) years, upon the terms and  
conditions herein set forth; and

WHEREAS, the consent of the Westbury Fire  
Department to this agreement has been obtained pursuant to  
Section 209-d of the General Municipal Law of the State of

New York, and this agreement has also been authorized and consented to by the Commissioners of the Westbury Fire District, pursuant to Section 186, Subdivision 3, and Section 176, Subdivision 16, of the Town Law of the State of New York.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Protection District does engage the Fire Department to furnish fire and emergency protection within the Protection District for a period of five (5) years upon the following terms and conditions:

FIRST: The Fire Department agrees to furnish during the period of this agreement, commencing on the 1st day of January, 2022 and ending on the 31st day of December, 2026, protection against loss by fire to property located within the Protection District, and to protect the lives of the inhabitants of such District to the best of its ability and to provide emergency, rescue, first aid, ambulance and emergency medical services and protection, and protection against loss by fire to property located within the territory of the protection district, and at all times during the term of said agreement to maintain fire-fighting equipment sufficient in quality and quantity to meet the approval of the New York Board of Fire Underwriters or the Insurance Service Organization or such other underwriting organization that regularly evaluates fire protection services in the area of the Town of Hempstead, and in such manner as will ensure the rating of property within the territory of the Protection District as located within a protected area.

SECOND: In consideration of furnishing aid and apparatus as aforesaid, the Protection District will pay to the Fire Department the annual sum of \$302,971.00 for the year 2022; \$310,545.00 for the year 2023; and \$321,414.00 for the year 2024; \$332,664.00 for the year 2025; \$340,980.00 for the year 2026; such sums to be levied and assessed upon taxable property within the territory of said Protection District and collected with the other Town taxes by the Town, and shall be paid over to the Fire Department in semi-annual payments, as nearly equal as may be, on the first day of March and September for the calendar years during the term of this agreement.

THIRD: (a) If the Fire Department is either a fire district or a private fire company, it hereby covenants that it will keep all moneys paid to it by the Protection District pursuant to this contract for the purposes authorized by law, and will not expend any portion thereof except for the purchase and maintenance of fire-fighting equipment or apparatus or for the payment of premiums for insurance of firemen and liability insurance, or the maintenance of the building or buildings used for the storage of such fire-fighting equipment or apparatus.

(b) If the Fire Department is a village or a fire district, it may pay to the Volunteer Fire Department or Company under its jurisdiction which renders the fire protection services to be furnished hereunder, a portion of the consideration paid hereunder in accordance with Subdivision 16 of Section 176 of the Town Law, and Section 209-d of the General Municipal Law.

FOURTH: The Protection District hereby agrees to provide the benefits required to be provided by the Town

pursuant to the Volunteer Firemen's Benefit Law during the term of this agreement, and the Fire Department hereby agrees to provide all liability insurance, other than for benefits payable by the Protection District to the members of the Fire Department pursuant to the Volunteer Firemen's Benefit Law, required for the protection of its members, and to hold the Town and the Protection District harmless from any and all claims for injury or damage to persons and property arising out of its operation under this agreement other than claims for such benefits.

FIFTH: The Fire Department agrees to comply in all respects with the provisions of Section 176-B of the Town Law, and Section 1402 of the Not-For-Profit Corporation Law of the State of New York, all of which prohibit discrimination in membership of volunteer fire departments.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this agreement the day and year first above written.

TOWN OF HEMPSTEAD on behalf of  
ROOSEVELT FIELD FIRE PROTECTION  
DISTRICT

By \_\_\_\_\_

Supervisor

WESTBURY FIRE DISTRICT

By \_\_\_\_\_

Chairman, Board of Fire  
Commissioners

CASE NO.

RESOLUTION NO.

Adopted:

Councilmember moved the following resolution's adoption:

RESOLUTION CALLING A PUBLIC HEARING  
ON THE PROPOSED RENEWAL OF A CONTRACT  
WITH THE INWOOD FIRE DISTRICT FOR  
FURNISHING FIRE PROTECTION SERVICES  
WITHIN THE SILVER POINT FIRE  
PROTECTION DISTRICT.

WHEREAS, the contract for furnishing fire protection within the Silver Point Fire Protection District expired on December 31, 2021, and the Inwood Fire District has offered to contract for a further period of five years commencing January 1, 2022 and expiring December 31, 2026, upon conditions for the annual sums of \$18,132.00 for the year 2022; \$18,585.00 for the year 2023; \$19,236.00 for the year 2024; \$19,909 for the year 2025; and \$20,407 for the year 2026; and

WHEREAS, this Town Board deems it to be in the public interest to renew said contract for a period of five years as aforesaid;

NOW, THEREFORE, BE IT

RESOLVED, that pursuant to the provisions of Section 184 of the Town Law of the State of New York, a public hearing will be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Village and Town of Hempstead, New York, on the 28<sup>th</sup> day of June, 2022 at 10:30 o'clock in the forenoon of that day, for the purpose of considering the proposal of the Inwood Fire District to contract for a further period of five years commencing January 1, 2022 and expiring December 31, 2026, upon conditions for the annual sums of \$18,132.00 for the year 2022; \$18,585.00 for the year 2023; \$19,236.00 for the year 2024; \$19,909 for the year 2025; and \$20,407 for the year 2026; for furnishing fire protection services within the Silver Point Fire Protection District; and, BE IT FURTHER

RESOLVED, that the Town Clerk be and she hereby is directed to publish a notice of said public hearing, describing the proposed contract in a newspaper having general circulation within the Silver Point Fire Protection District, at least once, but not less than 10 days before the date of the public hearing.

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

AYES:

NOES:

Item # 52

Page 1 of 1  
Case # 8762-B



NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that pursuant to Section 184 of the Town Law of the State of New York, a public hearing will be held by the Town Board of the Town of Hempstead, on the 28th day of June, 2022 at 10:30 o'clock in the forenoon of that day, in the town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Village and Town of Hempstead, New York, for the purpose of considering a proposed renewal contract made by the Inwood Fire District to contract for the furnishing of fire protection services within the Silver Point Fire Protection District, for a period of five years commencing January 1, 2022 and expiring December 31, 2026, upon conditions for the annual sums of \$18,132.00 for the year 2022; \$18,585.00 for the year 2023; \$19,236.00 for the year 2024; \$19,909 for the year 2025; and \$20,407 for the year 2026.

SAID contract is on file in the Office of the Town Clerk, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, where the same may be inspected during office hours, 9:00 a.m. to 4:45 p.m.

ALL PERSONS interested in the subject matter will be given an opportunity to be heard in reference thereto at the time and place above specified.

Dated: Hempstead, New York  
June 14, 2022

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF HEMPSTEAD

KATE MURRAY  
TOWN CLERK

DONALD X. CLAVIN, JR.  
Supervisor

AGREEMENT, made this            day of            , 2022,  
between the TOWN OF HEMPSTEAD, a municipal corporation having  
its principal offices at Hempstead Town Hall, 1 Washington  
Street, Hempstead, Nassau County, New York, on behalf of the  
SILVER POINT FIRE PROTECTION DISTRICT, hereinafter called the  
"Protection District," and the INWOOD FIRE DISTRICT, having  
its principal office at 188 Doughty Boulevard, Inwood, Nassau  
County, New York, hereinafter called the "Fire Department."

W I T N E S S E T H:

WHEREAS, pursuant to the provisions of the Town Law of  
the State of New York, there has been duly established in the  
Town of Hempstead (hereinafter sometimes referred to as the  
"Town"), a Fire Protection District known as the Silver Point  
Fire Protection District, embracing that territory in the Town  
described in the resolution establishing said District,  
adopted by the Town Board of the Town, and the resolutions, if  
any, thereafter extending such District; and

WHEREAS, after a public hearing on due notice, the said  
Town Board duly authorized an agreement with the Fire  
Department for fire protection within the territory of the  
Protection District, for a period of five (5) years upon the  
terms and conditions herein set forth; and

WHEREAS, the consent of the Inwood Fire Department to  
this contract has been obtained pursuant to Section 209-d of  
the General Municipal Law of the State of New York, and said

contract has also been duly authorized by the Board of Fire Commissioners of the said Inwood Fire District.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Protection District does engage the Fire Department to furnish fire protection and to provide emergency, rescue, first aid, ambulance and emergency medical services and protection and response within the territory of the Protection District, and the Fire Department agrees to furnish such protection and response upon the following terms and conditions:

FIRST: The Fire Department agrees to furnish during the period of this agreement beginning on the 1<sup>st</sup> day of January, 2022, and ending on the 31<sup>st</sup> day of December, 2026, fire protection and emergency, rescue, first aid, ambulance and emergency medical services and response and protection against loss by fire to property located within the territory of the Protection District, and to protect the lives of the inhabitants and occupants of such District to the best of its ability and at all times during the term of this agreement to maintain fire-fighting equipment sufficient in quality and quantity to meet the approval of the ISO Commercial/Risk Services, Inc. or other appropriate fire rating agency or organization, and in such manner as will insure the current or better rating of property within the territory of the Protection District as located within a protected area.

SECOND: The Fire Department shall provide, under the terms of this contract, all fire protection services and additionally provide all emergency, rescue, first aid,

ambulance and emergency medical services protection and response services to the Fire Protection district.

THIRD: Concerning alarms for emergency, rescue, first aid, ambulance and emergency medical services protection and response, in addition to the Fire Department alarm notification, there shall be simultaneous alarm notification to adjacent Emergency Medical Services (EMS) provider.

FOURTH: The Inwood Fire District, and the Inwood Fire Department, as primary responder, shall have the right to verify, by any means, the certifications and expirations dates of any adjacent EMS provider under Article 30 of the New York State Health Law, who may respond into the Silver Point Fire Protection district, and, additionally, to verify, by any means, the certifications and expiration dates of any and all members of any adjacent EMS provider under Article 30 of the New York State Health Law, and any other protocols, standard operating procedures, regulations, or orders that may be promulgated by any State or local agency regarding the EMS service. Furthermore, any adjacent EMS provider that may provide services shall work in full compliance and cooperation with the Inwood Fire District and the Inwood Fire Department.

FIFTH: In consideration of furnishing aid and apparatus as aforesaid, the Protection District will pay to the Fire Department the sums of \$18,132.00 for the year 2022; \$18,585.00 for the year 2023; \$19,236.00 for the year 2024; \$19,909 for the year 2025; and \$20,407 for the year 2026, such sums to be levied and assessed upon the taxable property

within the Protection District and collected with the other Town taxes by the Town.

SIXTH: (a) If the Fire Department is either a fire district or a private fire company, it hereby covenants that it will keep all moneys paid to it by the Protection District pursuant to this contract for the purposes authorized by law, and will not expend any portion thereof, except for the purchase and maintenance of fire-fighting equipment or apparatus or for the payment of premiums for insurance of firemen and liability insurance, the maintenance of the building, or buildings, used for the storage of such fire-fighting equipment or apparatus.

(b) If the Fire Department is a village or a fire district, it may pay to the volunteer fire department, or company, under its jurisdiction which renders the fire protection services to be furnished hereunder, a portion of the consideration paid hereunder in accordance with Subdivision 16 of Section 176 of the Town Law, and Section 209-d of the General Municipal Law.

SEVENTH: The Protection District hereby agrees to provide the benefits required to be provided by the Town, pursuant to the Volunteer Firemen's Benefit Law, during the term of this agreement, and the Fire District hereby agrees to provide all liability insurance other than for benefits payable by the Protection District, to the members of the Fire Department pursuant to the Volunteer Firemen's Benefit Law, required for the protection of its members, and to hold the Town and the Protection District harmless from any and all

claims for injury or damage to persons and property arising out of its operation under this agreement, other than claims for such benefits. The Fire District/Fire Department shall annually provide to the Town Clerk and the Town Attorney appropriate certificates of insurance, naming the Silver Point Fire Protection District and the Town of Hempstead as additional insured with liability insurance in the amount of no less than (\$1 million) one million dollars per person, (\$2 million) two million dollars per occurrence, and excess insurance in the amount of (\$5 million) five million dollars.

EIGHTH: The Fire Department agrees to comply in all respects with the provisions of Section 296 of the Executive Law and Section 176-b of the Town Law, both of which prohibit discrimination in membership of volunteer fire departments.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this agreement the day and year first above written.

TOWN OF HEMPSTEAD on behalf of  
SILVER POINT FIRE PROTECTION  
DISTRICT

BY \_\_\_\_\_  
Supervisor

INWOOD FIRE DISTRICT

By \_\_\_\_\_  
Chairman,  
Board of Fire Commissioners

CASE NO.

RESOLUTION NO.

Adopted:

Councilmember moved the following resolution's adoption:

RESOLUTION CALLING A PUBLIC HEARING ON THE PROPOSED CONTRACT WITH FRANKLIN SQUARE AND MUNSON FIRE DISTRICT FOR FURNISHING FIRE PROTECTION SERVICES IN THE SOUTH FRANKLIN SQUARE FIRE PROTECTION DISTRICT.

WHEREAS, the contract for furnishing fire protection within the South Franklin Square Fire Protection District expired December 31, 2021 and the Franklin Square and Munson Fire District has offered to contract for a five (5) year period commencing January 1, 2022 and ending December 31, 2026 for the annual sum of \$180,895.00 for the year 2022; \$185,417.00 for the year 2023; \$191,907.00 for the year 2024; \$198,624.00 for the year 2025; and \$203,589.00 for the year 2026; and

WHEREAS, this Town Board deems it in the public interest to renew said contract for a further period of five years as aforesaid;

NOW, THEREFORE, BE IT

RESOLVED, that pursuant to the provisions of Section 184 of the Town Law of the State of New York, a public hearing will be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Village and Town of Hempstead, New York, on the 28<sup>th</sup> day of June, 2022 at 10:30 o'clock in the forenoon of that day, for the purpose of considering the proposal of the Franklin Square and Munson Fire District to contract for a further period of five (5) years commencing January 1, 2022 and ending December 31, 2026 for the annual sum of \$180,895.00 for the year 2022; \$185,417.00 for the year 2023; \$191,907.00 for the year 2024; \$198,624.00 for the year 2025; and \$203,589.00 for the year 2026; and, BE IT FURTHER

RESOLVED, that the Town Clerk be and she hereby is authorized and directed to publish a notice of said public hearing, describing the proposed contract, once in a newspaper having a general circulation within the Town of Hempstead, at least once, 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 #

53

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Case #

2558

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 28<sup>th</sup> day of June, 2022 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 within the South Franklin Square Fire Protection District with the Franklin Square and Munson Fire District, for a five (5) year period commencing January 1, 2022 and ending December 31, 2026 for the annual sum of \$180,895.00 for the year 2022; \$185,417.00 for the year 2023; \$191,907.00 for the year 2024; \$198,624.00 for the year 2025; and \$203,589.00 for the year 2026.

SAID contract is on file in the Office of the Town Clerk, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, where the same may be inspected during office hours, 9:00 a.m. to 4:45:pm.

ALL PERSONS interested in the subject matter will be given an opportunity to be heard in reference thereto at the time and place above specified.

Dated: Hempstead, New York

June 14, 2022

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF HEMPSTEAD

KATE MURRAY  
Town Clerk

DONALD X. CLAVIN  
Supervisor



**AGREEMENT**, made this            day of            , 2022,  
between the TOWN OF HEMPSTEAD, a municipal corporation having  
its principal offices at Hempstead Town Hall, 1 Washington  
Street, Hempstead, Nassau County, New York, on behalf of the  
SOUTH FRANKLIN SQUARE FIRE PROTECTION DISTRICT, hereinafter  
called the "Protection District," and FRANKLIN SQUARE & MUNSON  
FIRE DISTRICT, having its principal office at 841 Liberty  
Avenue, Franklin Square, New York, hereinafter called the  
"Fire Department."

**W I T N E S S E T H**

WHEREAS, pursuant to the provisions of the Town Law of the  
State of New York, there has been duly established in the Town  
of Hempstead (hereinafter sometimes referred to as the  
"Town"), a fire protection district known as the South  
Franklin Square Fire Protection District, embracing that  
territory in the Town described in the resolution establishing  
said District, adopted by the Town Board of the Town, and the  
resolutions, if any, thereafter extending such District; and

WHEREAS, after a public hearing on due notice, the  
said Town Board duly authorized an agreement with the Fire  
Department for fire protection within the territory of the  
Protection District, for a period of five (5) years, upon the  
terms and conditions herein set forth; and

WHEREAS, the consent of the Franklin Square & Munson  
Fire Department to this contract has been obtained pursuant to  
Section 209-d of the General Municipal Law of the State of New  
York, and said contract has also been duly authorized and by  
the Board of Fire Commissioners of the said Franklin Square &  
Munson Fire District.

NOW, THEREFORE, in consideration of the mutual

covenants herein contained, the Protection District does engage the Fire Department to furnish fire protection within the territory of the Protection District, and the Fire Department agrees to furnish such fire protection upon the following terms and conditions:

FIRST: The Fire Department agrees to furnish during the period of this agreement, beginning on the 1<sup>st</sup> day of January, 2022 and ending on the 31<sup>st</sup> day of December, 2026, to provide emergency, rescue, first aid, ambulance and emergency medical services and protection and response and protection against loss by fire to property located within the territory of the Protection District and to protect the lives of the inhabitants of such District to the best of its ability and at all times during the term of this agreement to maintain fire-fighting equipment sufficient in quality and quantity to meet the approval of the Insurance Service Organization, or other appropriate agency, and in such manner as will insure the rating of property within the territory of the Protection District as located within a protected area.

SECOND: In consideration of furnishing aid and apparatus as aforesaid, the Protection District will pay to the Fire Department the annual sum of \$180,895.00 for the year 2022; \$185,417.00 for the year 2023; \$191,907.00 for the year 2024; \$198,624.00 for the year 2025; and \$203,589.00 for the year 2026.

THIRD: (a) If the Fire Department is either a fire district or a private fire company, it hereby covenants that it will keep all monies paid to it by the Protection District pursuant to this contract for the purposes authorized by law, and will not expend any portion thereof except for the purchase and maintenance of fire-fighting equipment or apparatus or for the payment of premiums for insurance of

firemen and liability insurance, the maintenance of the building, or buildings used for the storage of such fire-fighting equipment or apparatus.

(b) If the Fire Department is a village or a fire district, it may pay to the volunteer fire department or company under its jurisdiction which renders the fire protection services to be furnished hereunder in accordance with Subdivision 16 of Section 176 of the Town Law of the State of New York, and Section 209-d of the General Municipal Law.

FOURTH: The Protection District hereby agrees to provide the benefits required to be provided by the Town pursuant to the Volunteer Firemen's Benefit Law during the term of this agreement, and the Fire Department/Fire District hereby agrees to provide all liability insurance, other than for benefits payable by the Protection District to the members of the Fire Department pursuant to the Volunteer Firemen's Benefit Law of the State of New York, required for the protection of its members and to hold the Town and the Protection District harmless from any and all claims for injury or damages to persons and property arising out of its operation under this agreement other than claims for such benefits. The Fire Department/Fire District shall annually provide to the Town Clerk and to the Town Attorney, appropriate certificates of insurance naming the South Franklin Square Fire Protection District and the Town of Hempstead as additional insured with liability insurance in the amount of no less than (\$1 million) one million dollars per person, (\$2 million) two million dollars per occurrence, and excess insurance in the amount of (\$5 million) five million dollars.

FIFTH: The Fire Department agrees to comply in all respects with the provisions of Section 296 of the Executive Law of the State of New York and Section 176-b of the Town

Law, both of which prohibit discrimination in membership of  
Volunteer Fire Departments.

IN WITNESS WHEREOF, the parties hereto have duly  
executed and delivered this agreement the day and year first  
above written.

TOWN OF HEMPSTEAD on behalf of  
the SOUTH FRANKLIN SQUARE FIRE  
PROTECTION DISTRICT

By \_\_\_\_\_  
Supervisor

FRANKLIN SQUARE & MUNSON FIRE  
DISTRICT

By \_\_\_\_\_  
Chairman, Board of Fire  
Commissioners

CASE NO.

RESOLUTION NO.

Adopted:

Councilmember moved the following resolution's adoption:

RESOLUTION CALLING A PUBLIC HEARING ON A CONTRACT WITH THE WESTBURY FIRE DISTRICT FOR FIRE PROTECTION WITHIN THE SOUTH WESTBURY FIRE PROTECTION DISTRICT.

WHEREAS, the contract for furnishing fire protection within the South Westbury Protection District expired on December 31, 2021; and

WHEREAS, the Westbury Fire District offered to provide fire protection to the said Fire Protection District for a further period of five (5) years commencing January 1, 2022 and expiring December 31, 2026 for the annual sum of \$7,027.00 for the year 2022; \$7,203.00 for the year 2023; \$7,455.00 for the year 2024; \$7,716.00 for the year 2025; and \$7,909.00 for the year 2026; and

WHEREAS, this Town Board deems it to be in the public interest to protect the South Westbury Fire Protection District for a further period of five (5) years as aforesaid;

NOW, THEREFORE, BE IT

RESOLVED, that pursuant to the provisions of Section 184 of the Town Law of the State of New York, a public hearing will be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Village and Town of Hempstead, New York, on the 28<sup>th</sup> day of June, 2022 at 10:30 o'clock in the forenoon of that day for the purpose of considering a contract with the Westbury Fire District for the South Westbury Fire Protection District for the five-year period commencing January 1, 2022 and expiring December 31, 2026; and

BE IT FURTHER

RESOLVED, that the Town Clerk be and she hereby is directed to publish a notice of said public hearing, describing the proposed contract in a newspaper having general circulation within the 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 #

54

Case #

Page 1 of 1

1824

**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 28<sup>th</sup> day of June, 2022 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 contract with the Westbury Fire District for furnishing fire protection services within the South Westbury Fire Protection District for a period of five (5) years commencing January 1, 2022 and expiring December 31, 2026 for the annual sum of \$7,027.00 for the year 2022; \$7,203.00 for the year 2023; \$7,455.00 for the year 2024; \$7,716.00 for the year 2025; and \$7,909.00 for the year 2026.

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

June 14, 2022

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF HEMPSTEAD

KATE MURRAY  
TOWN CLERK

DONALD X. CLAVIN, JR.  
Supervisor

THIS AGREEMENT, made the \_\_\_\_\_ day of 2022,  
\_\_\_\_\_, between the TOWN OF HEMPSTEAD, a municipal corporation  
having its principal offices at Hempstead Town Hall, Town  
Hall Plaza, 1 Washington Street, Village and Town of  
Hempstead, Nassau County, New York, on behalf of the SOUTH  
WESTBURY FIRE PROTECTION DISTRICT, hereinafter called the  
"Protection District," and the WESTBURY FIRE DISTRICT, having  
its principal office at 160 Drexel Avenue, Westbury, Nassau  
County, New York, hereinafter called the "Fire Department."

**W I T N E S S E T H:**

WHEREAS, pursuant to the provisions of the Town  
Law of the State of New York, there has been duly established  
in the Town of Hempstead (hereinafter sometimes referred to  
as the "Town"), a Fire Protection District known as the South  
Westbury Fire Protection District, embracing that territory  
in the Town described in the resolution establishing said  
District, adopted by the Town Board of the Town, and the  
resolutions, if there are any, thereafter extending and/or  
diminishing such District; and

WHEREAS, after a public hearing on due notice, the  
said Town duly authorized an agreement with the Fire  
Department for fire protection within the Fire Protection  
District, for a period of five (5) years, upon the terms and  
conditions herein set forth; and

WHEREAS, the consent of the Westbury Fire  
Department to this agreement has been obtained pursuant to  
Section 209-d of the General Municipal Law of the State of

New York, and this agreement has also been authorized and consented to by the Commissioners of the Westbury Fire District, pursuant to Section 186, Subdivision 3, and Section 176, Subdivision 16, of the Town Law of the State of New York.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Protection District does engage the Fire Department to furnish fire and emergency protection within the Protection District for a period of five (5) years upon the following terms and conditions:

FIRST: The Fire Department agrees to furnish during the period of this agreement, commencing on the 1st day of January, 2022 and ending on the 31st day of December, 2026, protection against loss by fire to property located within the Protection District, and to protect the lives of the inhabitants of such District to the best of its ability, and to provide emergency medical services and protection, and protection against loss by fire to property located within the territory of the protection district and at all times during the term of said agreement to maintain fire-fighting equipment sufficient in quality and quantity to meet the approval of the , and in such manner as will ensure the rating of property in the Protection District.

SECOND: In consideration of furnishing aid and apparatus as aforesaid, the Protection District will pay to the Fire Department the annual sum of \$7,027.00 for the year 2022; \$7,203.00 for the year 2023; \$7,455.00 for the year 2024; \$7,716.00 for the year 2025; and \$7,909.00 for the year 2026, such sums to be levied and assessed upon taxable



property within the territory of said Protection District and collected with the other Town taxes by the Town, and shall be paid over to the Fire Department in semi-annual payments, as nearly equal as may be, on the first day of March and September for the calendar years during the term of this agreement.

THIRD: (a) If the Fire Department is either a fire district or a private fire company, it hereby covenants that it will keep all moneys paid to it by the Protection District pursuant to this contract for the purposes authorized by law, and will not expend any portion thereof except for the purchase and maintenance of fire fighting equipment or apparatus or for the payment of premiums for insurance of firemen and liability insurance, or the maintenance of the building or buildings used for the storage of such fire fighting equipment or apparatus.

(b) If the Fire Department is a village or a fire district, it may pay to the Volunteer Fire Department or Company under its jurisdiction which renders the fire protection services to be furnished hereunder, a portion of the consideration paid hereunder in accordance with Subdivision 16 of Section 176 of the Town Law, and Section 209-d of the General Municipal Law.

FOURTH: The Protection District hereby agrees to provide the benefits required to be provided by the Town pursuant to the Volunteer Firemen's Benefit Law during the term of this agreement, and the Fire Department hereby agrees to provide all liability insurance, other than for benefits payable by the Protection District to the members of the Fire

Department pursuant to the Volunteer Firemen's Benefit Law, required for the protection of its members, and to hold the Town and the Protection District harmless from any and all claims for injury or damage to persons and property arising out of its operation under this agreement other than claims for such benefits.

FIFTH: The Fire Department agrees to comply in all respects with the provisions of Section 176-B of the Town Law, and Section 1402 of the Not-For-Profit Corporation Law of the State of New York, all of which prohibit discrimination in membership of volunteer fire departments.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this agreement the day and year first above written.

TOWN OF HEMPSTEAD on behalf of  
SOUTH WESTBURY FIRE PROTECTION  
DISTRICT

By \_\_\_\_\_

Supervisor

WESTBURY FIRE DISTRICT

By \_\_\_\_\_

Chairman, Board of Fire  
Commissioners

CASE NO.

RESOLUTION NO.

Adopted:

Councilmember moved the following  
resolution's adoption:

RESOLUTION CALLING A PUBLIC HEARING  
ON THE PROPOSED RENEWAL CONTRACT  
WITH THE HEWLETT BAY FIRE DISTRICT  
FOR FURNISHING FIRE PROTECTION  
SERVICES WITHIN THE WEST SUNBURY  
FIRE PROTECTION DISTRICT.

WHEREAS, the contract for furnishing fire protection within the West Sunbury Fire Protection District expired on December 31, 2021, and the Hewlett Bay Fire District has offered to contract for a further period of five years commencing January 1, 2022 and expiring December 31, 2026, for the annual sums of \$393,467.00 for the year 2022; \$403,304.00 for the year 2023; \$417,419.00 for the year 2024; \$432,029.00 for the year 2025; and \$442,830.00 for the year 2026; and

WHEREAS, this Town Board deems it to be in the public interest to renew said contract for a further period of five years as aforesaid;

NOW, THEREFORE, BE IT

RESOLVED, that pursuant to the provisions of Section 184 of the Town Law of the State of New York, a public hearing will be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Village and Town of Hempstead, New York, on the 28th day of June, 2022 at 10:30 o'clock in the forenoon of that day, for the purpose of considering the proposal of the Hewlett Bay Fire District, to contract for a further period of five years commencing January 1, 2022 and expiring December 31, 2026, for the annual sums of \$393,467.00 for the year 2022; \$403,304.00 for the year 2023; \$417,419.00 for the year 2024; \$432,029.00 for the year 2025; and \$442,830.00 for the year 2026; for the furnishing of fire protection services, upon the same conditions, within the West Sunbury Fire Protection District; and, BE IT FURTHER

RESOLVED, that the Town Clerk be and she hereby is authorized and directed to publish a notice of said public hearing describing the proposed contract in a newspaper having a general circulation within the Town of Hempstead, at least once, not less than ten days before the date of said public hearing.

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

AYES:

NOES:

Item # 55

Page 1 of 1  
# 6743

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 28<sup>th</sup> day of June, 2022 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 made by Hewlett Bay Fire District, to contract for the furnishing of fire protection services within the West Sunbury Fire Protection District for a five year period commencing January 1, 2022 and expiring December 31, 2026, for the annual sums of \$393,467.00 for the year 2022; \$403,304.00 for the year 2023; \$417,419.00 for the year 2024; \$432,029.00 for the year 2025; and \$442,830.00 for the year 2026.

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

ALL PERSONS interested in the subject matter will be given an opportunity to be heard in reference thereto, at the time and place above specified.

Dated: Hempstead, New York  
June 14, 2022

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF HEMPSTEAD

DONALD X. CLAVIN, JR.  
Supervisor

KATE MURRAY  
Town Clerk

THIS AGREEMENT, made the            day of            , 2022,  
between the TOWN OF HEMPSTEAD, a municipal corporation having  
its principal offices at Hempstead Town Hall, Town Hall  
Plaza, 1 Washington Street, Village and Town of Hempstead,  
Nassau County, New York, on behalf of the WEST SUNBURY FIRE  
PROTECTION DISTRICT, hereinafter called the "Protection  
District," and the HEWLETT BAY FIRE DISTRICT, having its  
principal office at 25 Franklin Avenue, Hewlett, Nassau  
County, New York, hereinafter called the "Fire Department."

**W I T N E S S E T H:**

WHEREAS, pursuant to the provisions of the Town  
Law of the State of New York, there has been duly established  
in the Town of Hempstead (hereinafter sometimes referred to  
as the "Town"), a Fire Protection District known as the West  
Sunbury Fire Protection District, embracing that territory in  
the Town described in the resolution establishing said  
District, adopted by the Town Board of the Town, and the  
resolutions, if there are any, thereafter extending such  
District; and

WHEREAS, after a public hearing on due notice, the  
said Town Board duly authorized an agreement with the Fire  
Department for fire protection within the territory of the  
Protection District, for a period of five (5) years, upon the  
terms and conditions herein set forth; and

WHEREAS, the consent of the Hewlett Bay Fire  
Department to this contract has been obtained pursuant to  
Section 209-d of the General Municipal Law of the State of

New York, and said contract has also been duly authorized by the Board of Fire Commissioners of the said Hewlett Bay Fire District;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Protection District does engage the Fire Department to furnish fire protection within the territory of the Protection District, and the Fire Department agrees to furnish such fire protection upon the following terms and conditions:

FIRST: The Fire Department agrees to furnish during the period of this agreement, commencing on the 1st day of January, 2022 and ending on the 31st day of December, 2026, to provide emergency, rescue, first aid, ambulance and emergency medical services and protection and response and protection against loss by fire to property located within the territory of the Protection District, and to protect the lives of the inhabitants of such District to the best of its ability, and at all times during the term of said agreement to maintain fire-fighting equipment sufficient in quality and quantity to meet the approval of the Insurance Service Organization or other underwriting entity approved by the Town, and in such manner as will ensure the rating of property within the territory of the Protection District as located within a protected area.

SECOND: In consideration of furnishing aid and apparatus as aforesaid, the Protection District will pay to the Fire Department the annual sums of \$393,467.00 for the year 2022; \$403,304.00 for the year 2023; \$417,419.00 for the year 2024; \$432,029.00 for the year 2025; and \$442,830.00 for

the year 2026; such sums to be levied and assessed upon the taxable property within the territory of the Protection District and collected with the other Town taxes by the Town, and shall be paid over to the Fire Department in semi-annual payments, as nearly equal as may be, on the first day of March and September of each year.

THIRD: (a) If the Fire Department is either a fire district or a private fire company, it hereby covenants that it will keep all moneys paid to it by the Protection District pursuant to this contract for the purposes authorized by law, and will not expend any portion thereof except for the purchase and maintenance of fire fighting equipment or apparatus or for the payment of premiums for insurance of firemen and liability insurance, or the maintenance of the building or buildings used for the storage of such fire fighting equipment or apparatus.

(b) If the Fire Department is a village or a fire district, it may pay to the volunteer fire department or company under its jurisdiction which renders the fire protection services to be furnished hereunder, a portion of the consideration paid hereunder in accordance with Subdivision 16 of Section 176 of the Town Law, and Section 209-4 of the General Municipal Law.

FOURTH: The Protection District hereby agrees to provide the benefits required to be provided by the Town pursuant to the Volunteer Firemen's Benefit Law during the term of this agreement, and the Fire District/Fire Department hereby agrees to provide all liability insurance, other than for benefits payable by the Protection District to the members of the Fire Department pursuant to the Volunteer

Firemen's Benefit Law, required for the protection of its members, and to hold the Town and the Protection District harmless from any and all claims for injury or damages to persons and property arising out of its operation under this agreement other than claims for such benefits. The Village/Fire Department shall annually provide to the Town Clerk and Town Attorney appropriate certificates of insurance, naming the West Sunbury Fire Protection District and Town of Hempstead as additional insured with liability insurance in the amount of no less than (\$1 million) one million dollars per person, (\$2 million) two million dollars per occurrence, and excess insurance in the amount of (\$5 million) five million dollars.

FIFTH: The Fire Department agrees to comply in all respects with the provisions of Section 296 of the Executive Law, Section 176-b of the Town Law, both of which prohibit discrimination in membership of volunteer fire departments.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this agreement the day and year first above written.

TOWN OF HEMPSTEAD on behalf of  
WEST SUNBURY FIRE PROTECTION DISTRICT

By \_\_\_\_\_  
Supervisor

HEWLETT BAY FIRE DISTRICT

By \_\_\_\_\_  
Chairman, Board of Fire  
Commissioners



CASE NO.

RESOLUTION NO.

Adopted:

Councilmember moved the following  
resolution's adoption:

RESOLUTION CALLING A PUBLIC HEARING  
ON A CONTRACT WITH THE WOODMERE FIRE  
DISTRICT FOR FIRE PROTECTION WITHIN  
THE WOODMERE FIRE PROTECTION  
DISTRICT.

WHEREAS, the contract for furnishing fire protection  
within the Woodmere Protection District expired on  
December 31, 2021; and

WHEREAS, the Woodmere Fire District offered to provide  
fire protection to the said Fire Protection District for a  
further period of five (5) years commencing January 1, 2022  
and expiring December 31, 2026 for the annual sum of  
\$60,434.00 for the year 2022; \$61,945.00 for the year 2023;  
\$64,113.00 for the year 2024; \$66,357.00 for the year 2025;  
and \$68,016.00 for the year 2026; and

WHEREAS, this Town Board deems it to be in the public  
interest to protect the Woodmere Fire Protection District  
for a further period of five (5) years as aforesaid;

NOW, THEREFORE, BE IT

RESOLVED, that pursuant to the provisions of Section  
184 of the Town Law of the State of New York, a public  
hearing will be held in the Town Meeting Pavilion,  
Hempstead Town Hall, 1 Washington Street, Village and Town  
of Hempstead, New York, on the 28<sup>th</sup> day of June, 2022 at 10:30  
o'clock in the forenoon of that day,, for the purpose of  
considering a contract for the Woodmere Fire Protection  
District for the five-year period commencing January 1,  
2022 and expiring December 31, 2026; and

BE IT FURTHER

RESOLVED, that the Town Clerk be and she hereby is  
directed to publish a notice of said public hearing,  
describing the proposed contract in a newspaper having  
general circulation within the 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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Case #

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**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 28<sup>th</sup> day of June, 2022 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 contract with the Woodmere Fire District for furnishing fire protection services within the Woodmere Fire Protection District for a period of five (5) years commencing January 1, 2022 and expiring December 31, 2026 for the annual sum of \$60,434.00 for the year 2022; \$61,945.00 for the year 2023; \$64,113.00 for the year 2024; \$66,357.00 for the year 2025; and \$68,016.00 for the year 2026.

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  
June 14, 2022

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF HEMPSTEAD

KATE MURRAY  
TOWN CLERK

DONALD X. CLAVIN, JR.  
Supervisor

THIS AGREEMENT, made the            day of            2022,  
between the TOWN OF HEMPSTEAD, a municipal corporation having  
its principal offices at Hempstead Town Hall, Town Hall  
Plaza, 1 Washington Street, Village and Town of Hempstead,  
Nassau County, New York, on behalf of the WOODMERE FIRE  
PROTECTION DISTRICT, hereinafter called the "Protection  
District," and the WOODMERE FIRE DISTRICT, having its  
principal office at 20 Irving Place, Woodmere, NY 11598-1230  
Nassau County, New York, hereinafter called the "Fire  
Department."

**W I T N E S S E T H:**

WHEREAS, pursuant to the provisions of the Town  
Law of the State of New York, there has been duly established  
in the Town of Hempstead (hereinafter sometimes referred to  
as the "Town"), a Fire Protection District known as the  
Woodmere Fire Protection District, embracing that territory  
in the Town described in the resolution establishing said  
District, adopted by the Town Board of the Town, and the  
resolutions, if there are any, thereafter extending and/or  
diminishing such District; and

WHEREAS, after a public hearing on due notice, the  
said Town duly authorized an agreement with the Fire  
Department for fire protection within the Fire Protection  
District, for a period of five (5) years, upon the terms and  
conditions herein set forth; and

WHEREAS, the consent of the Woodmere Fire  
Department to this agreement has been obtained pursuant to  
Section 209-d of the General Municipal Law of the State of

New York, and this agreement has also been authorized and consented to by the Commissioners of the Woodmere Fire District, pursuant to Section 186, Subdivision 3, and Section 176, Subdivision 16, of the Town Law of the State of New York.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Protection District does engage the Fire Department to furnish fire and emergency protection within the Protection District for a period of five (5) years upon the following terms and conditions:

FIRST: The Fire Department agrees to furnish during the period of this agreement, commencing on the 1st day of January, 2015 and ending on the 31st day of December, 2019, protection against loss by fire to property located within the Protection District, and to protect the lives of the inhabitants of such District to the best of its ability, and to provide emergency, rescue, first aid, ambulance and emergency medical services and protection and response and protection against loss by fire to property located within the territory of the protection district, and at all times during the term of said agreement to maintain fire-fighting equipment sufficient in quality and quantity to meet the approval of the New York Board of Fire Underwriters or the Insurance Service Organization, or other appropriate agency, and in such manner as will ensure the rating of property in the Protection District.

SECOND: In consideration of furnishing aid and apparatus as aforesaid, the Protection District will pay to the Fire Department the annual sum of \$60,434.00 for the year

2022; \$61,945.00 for the year 2023; \$64,113.00 for the year 2024; \$66,357.00 for the year 2025; and \$68,016.00 for the year 2026; such sums to be levied and assessed upon taxable property within the territory of said Protection District and collected with the other Town taxes by the Town, and shall be paid over to the Fire Department in semi-annual payments, as nearly equal as may be, on the first day of March and September for the calendar years during the term of this agreement.

THIRD: (a) If the Fire Department is either a fire district or a private fire company, it hereby covenants that it will keep all moneys paid to it by the Protection District pursuant to this contract for the purposes authorized by law, and will not expend any portion thereof except for the purchase and maintenance of fire fighting equipment or apparatus or for the payment of premiums for insurance of firemen and liability insurance, or the maintenance of the building or buildings used for the storage of such fire fighting equipment or apparatus.

(b) If the Fire Department is a village or a fire district, it may pay to the Volunteer Fire Department or Company under its jurisdiction which renders the fire protection services to be furnished hereunder, a portion of the consideration paid hereunder in accordance with Subdivision 16 of Section 176 of the Town Law, and Section 209-d of the General Municipal Law.

FOURTH: The Protection District hereby agrees to provide the benefits required to be provided by the Town pursuant to the Volunteer Firemen's Benefit Law during the

term of this agreement, and the Fire District and/or Fire Department hereby agrees to provide all liability insurance, other than for benefits payable by the Protection District to the members of the Fire Department pursuant to the Volunteer Firemen's Benefit Law, required for the protection of its members, and to hold the Town and the Protection District harmless from any and all claims for injury or damage to persons and property arising out of its operation under this agreement other than claims for such benefits. Therefore, the Fire District/Fire Department shall annually provide to the Town clerk and the Town Attorney, appropriate certificates of insurance, naming the Woodmere Fire Protection District and the Town of Hempstead as additional insured.

FIFTH: The Fire Department agrees to comply in all respects with the provisions of Section 176-B of the Town Law, and Section 1402 of the Not-For-Profit Corporation Law of the State of New York, all of which prohibit discrimination in membership of volunteer fire departments.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this agreement the day and year first above written.

TOWN OF HEMPSTEAD on behalf of  
WOODMERE FIRE PROTECTION  
DISTRICT

By \_\_\_\_\_

Supervisor

WOODMERE FIRE DISTRICT

By \_\_\_\_\_

Chairman, Board of Fire  
Commissioners

CASE NO.

RESOLUTION NO.

Adopted:

Councilmember moved the following resolution's adoption:

RESOLUTION CALLING A PUBLIC HEARING  
ON CONTRACTS WITH THE INCORPORATED  
VILLAGE OF ISLAND PARK FOR FIRE  
PROTECTION WITHIN THE WRECK LEAD FIRE  
PROTECTION DISTRICT.

WHEREAS, the contract for furnishing fire protection within the Wreck Lead Protection District expired on December 31, 2020; and

WHEREAS, the Incorporated Village of Island Park provided fire protection to the said Fire Protection District for a period of one (1) year commencing January 1, 2021 and expiring December 31, 2021 for the sum of \$132,577.00; and

WHEREAS, the Incorporated Village of Island Park offered to provide fire protection to the said Fire Protection District for a further period of five (5) years commencing January 1, 2022 and expiring December 31, 2026 for the annual sum of \$132,577.00 for the year 2022; of \$135,891.00 for the year 2023; of \$140,648.00 for the year 2024; of \$145,570.00 for the year 2025; and \$149,210.00 for the year 2026; and

WHEREAS, this Town Board deems it to be in the public interest to ratify and confirm said fire protection contract with the Incorporated Village of Island Park for the period covering 2021, and to protect the Wreck Lead Fire Protection District for a further period of five (5) years as aforesaid;

NOW, THEREFORE, BE IT

RESOLVED, that pursuant to the provisions of Section 184 of the Town Law of the State of New York, a public hearing will be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Village and Town of Hempstead, New York, on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, at \_\_\_\_\_ o'clock in the \_\_\_\_\_ of that day, for the purpose of ratifying and confirming the contract with the Incorporated Village of Island Park for the Wreck Lead Fire Protection District for the one-year period commencing January 1, 2021 and expiring December 31, 2021, and considering a contract with the Incorporated Village of Island Park for the Wreck Lead Fire Protection District for the five-year period commencing January 1, 2022 and expiring December 31, 2026; and

BE IT FURTHER

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RESOLVED, that the Town Clerk be and she hereby is directed to publish a notice of said public hearing, describing the proposed contract in a newspaper having general circulation within the 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:



**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 28<sup>th</sup> day of June, 2022 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 ratifying and confirming a contract with the Incorporated Village of Island Park for furnishing fire protection services within the Wreck Lead Fire Protection District for a period of one (1) year commencing January 1, 2021 and expiring December 31, 2021, for the annual sum of \$132,577.00, and considering a contract with the Incorporated Village of Island Park for furnishing fire protection services within the Wreck Lead Fire Protection District for a period of five (5) years commencing January 1, 2022 and expiring December 31, 2026 for the annual sum of \$132,577.00 for the year 2022; of \$135,891.00 for the year 2023; of \$140,648.00 for the year 2024; of \$145,570.00 for the year 2025; and \$149,210.00 for the year 2026.

SAID contracts are on file in the Office of the Town Clerk, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, where the same may be inspected during office hours, 9:00 a.m. to 4:45 pm.

ALL PERSONS interested in the subject matter will be given an opportunity to be heard in reference thereto at the time and place above specified.

Dated: Hempstead, New York

June 14, 2022

BY ORDER OF THE TOWN BOARD OF THE TOWN OF HEMPSTEAD

DONALD X. CLAVIN JR.  
SUPERVISOR

KATE MURRAY  
TOWN CLERK

AGREEMENT, made this            day of            , 2022,  
between the TOWN OF HEMPSTEAD, a municipal corporation having  
its principal offices at Hempstead Town Hall, 1 Washington  
Street, Hempstead, Nassau County, New York, on behalf of the  
WRECK LEAD FIRE PROTECTION DISTRICT, hereinafter called the  
"Protection District," and the INCORPORATED VILLAGE OF ISLAND  
PARK, with its principal offices at 127 Long Beach Road,  
Island Park, New York 11558, hereinafter called the "Fire  
Department."

W I T N E S S E T H:

WHEREAS, pursuant to the provisions of the Town Law of  
the State of New York, there has been duly established in the  
Town of Hempstead (hereinafter sometimes referred to as the  
"Town"), a Fire Protection District known as the Wreck Lead  
Fire Protection District, embracing that territory in the Town  
described in the resolution establishing said District,  
adopted by the Town Board of the Town, and the resolutions, if  
any, thereafter extending such District; and

WHEREAS, after a public hearing on due notice, the said  
Town Board duly authorized an agreement with the Fire  
Department for fire protection within the territory of the  
Protection District, for a period of one (1) year upon the  
terms and conditions herein set forth; and

WHEREAS, this agreement has been duly authorized and  
consented to by the Volunteer Fire Department of the  
Incorporated Village of Island Park pursuant to Section 209-d

of the General Municipal Law of the State of New York, and also by the Board of Trustees of said Village after a public hearing on due notice.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Protection District does engage the Fire Department to furnish fire protection within the territory of the Protection District, and the Fire Department agrees to furnish such fire protection upon the following terms and conditions:

FIRST: The Fire Department agrees to provide and furnish during the period of this agreement beginning on the 1<sup>st</sup> day of January, 2021, and ending on the 31<sup>st</sup> day of December, 2021, protection against loss by fire to property located within the territory of the Protection District, to protect the lives of the inhabitants of such District to the best of its ability, to provide emergency rescue, first aid, ambulance and emergency medical services and protection and response and at all times during the term of this agreement to maintain fire-fighting equipment sufficient in quality and quantity to meet the approval of the ISO Commercial Risk Services, Inc., in such manner as will insure the rating of property within the territory of the Protection District as located within a protected area.

SECOND: In consideration of furnishing aid and apparatus as aforesaid, the Protection District will pay to the Fire Department the annual sum of \$132,577.00 for the year 2021, such sum to be levied and assessed upon the taxable

property within the Protection District and collected with the other Town taxes by the Town.

THIRD: If the Fire Department is either a fire district or a private fire company, it hereby covenants that it will keep all moneys paid to it by the Protection District pursuant to this agreement for the purchase and maintenance of fire-fighting equipment or apparatus or for the payment of premiums for insurance of firemen and liability insurance, the maintenance of the building, or buildings, used for the storage of such fire-fighting equipment or apparatus.

If the Fire Department is a fire district, the purposes and expenditures described in subparagraph "a" hereof shall include the payments provided in Subdivision 16 of Section 176 of the Town Law, and Section 209-d of the General Municipal Law.

If the Fire Department is a village or a fire district, it may pay to the Volunteer Fire Department or Company under its jurisdiction which renders the fire protection services to be furnished hereunder a portion of the consideration paid hereunder in accordance with subdivision 16 of Section 176 of the Town Law, and Section 209-d of the General Municipal Law.

FOURTH: The Protection District hereby agrees to provide the benefits required to be provided by the Town, pursuant to the Volunteer Firemen's Benefit Law, during the term of this agreement, and the Village/Fire Department hereby agrees to provide all liability insurance other than for benefits payable by the Protection District, to the members of the Fire Department pursuant to the Volunteer Firemen's

Benefit Law, required for the protection of its members, and to hold the Town and the Protection District harmless from any and all claims for injury or damage to persons and property arising out of its operation under this agreement, other than claims for such benefits. The Village/Fire Department shall annually provide to the Town Clerk and Town Attorney appropriate certificates of insurance, naming the Wreck Lead Fire Protection District and Town of Hempstead as additional insured with liability insurance in the amount of no less than (\$1 million) one million dollars per person, (\$2 million) two million dollars per occurrence, and excess insurance in the amount of (\$5 million) five million dollars.

FIFTH: The Fire Department agrees to comply in all respects with the provisions of Section 296 of the Executive Law of the State of New York and Section 202-a, subdivision 17(a), of the Village Law of the State of New York, both of which prohibit discrimination in membership of volunteer fire departments.

IN WITNESS WHEREOF, the parties hereto have duly  
executed and delivered this agreement the day and year first  
above written.

TOWN OF HEMPSTEAD on behalf of  
WRECK LEAD FIRE PROTECTION  
DISTRICT

BY \_\_\_\_\_  
Supervisor

INCORPORATED VILLAGE OF ISLAND  
PARK

By \_\_\_\_\_  
Mayor

AGREEMENT, made this            day of            , 2022,  
between the TOWN OF HEMPSTEAD, a municipal corporation having  
its principal offices at Hempstead Town Hall, 1 Washington  
Street, Hempstead, Nassau County, New York, on behalf of the  
WRECK LEAD FIRE PROTECTION DISTRICT, hereinafter called the  
"Protection District," and the INCORPORATED VILLAGE OF ISLAND  
PARK, with its principal offices at 127 Long Beach Road,  
Island Park, New York 11558, hereinafter called the "Fire  
Department."

W I T N E S S E T H:

WHEREAS, pursuant to the provisions of the Town Law of  
the State of New York, there has been duly established in the  
Town of Hempstead (hereinafter sometimes referred to as the  
"Town"), a Fire Protection District known as the Wreck Lead  
Fire Protection District, embracing that territory in the Town  
described in the resolution establishing said District,  
adopted by the Town Board of the Town, and the resolutions, if  
any, thereafter extending such District; and

WHEREAS, after a public hearing on due notice, the said  
Town Board duly authorized an agreement with the Fire  
Department for fire protection within the territory of the  
Protection District, for a period of five (5) years upon the  
terms and conditions herein set forth; and

WHEREAS, this agreement has been duly authorized and  
consented to by the Volunteer Fire Department of the  
Incorporated Village of Island Park pursuant to Section 209-d

of the General Municipal Law of the State of New York, and also by the Board of Trustees of said Village after a public hearing on due notice.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Protection District does engage the Fire Department to furnish fire protection within the territory of the Protection District, and the Fire Department agrees to furnish such fire protection upon the following terms and conditions:

FIRST: The Fire Department agrees to provide and furnish during the period of this agreement beginning on the 1<sup>st</sup> day of January, 2022, and ending on the 31<sup>st</sup> day of December, 2026, protection against loss by fire to property located within the territory of the Protection District, to protect the lives of the inhabitants of such District to the best of its ability, to provide emergency rescue, first aid, ambulance and emergency medical services and protection and response and at all times during the term of this agreement to maintain fire-fighting equipment sufficient in quality and quantity to meet the approval of the ISO Commercial Risk Services, Inc., in such manner as will insure the rating of property within the territory of the Protection District as located within a protected area.

SECOND: In consideration of furnishing aid and apparatus as aforesaid, the Protection District will pay to the Fire Department the annual sum of \$132,577.00 for the year 2022; of \$135,891.00 for the year 2023; of \$140,648.00 for the year 2024; of \$145,570.00 for the year 2025; and \$149,210.00



for the year 2026; such sums to be levied and assessed upon the taxable property within the Protection District and collected with the other Town taxes by the Town.

THIRD: If the Fire Department is either a fire district or a private fire company, it hereby covenants that it will keep all moneys paid to it by the Protection District pursuant to this agreement for the purchase and maintenance of fire-fighting equipment or apparatus or for the payment of premiums for insurance of firemen and liability insurance, the maintenance of the building, or buildings, used for the storage of such fire-fighting equipment or apparatus.

If the Fire Department is a fire district, the purposes and expenditures described in subparagraph "a" hereof shall include the payments provided in Subdivision 16 of Section 176 of the Town Law, and Section 209-d of the General Municipal Law.

If the Fire Department is a village or a fire district, it may pay to the Volunteer Fire Department or Company under its jurisdiction which renders the fire protection services to be furnished hereunder a portion of the consideration paid hereunder in accordance with subdivision 16 of Section 176 of the Town Law, and Section 209-d of the General Municipal Law.

FOURTH: The Protection District hereby agrees to provide the benefits required to be provided by the Town, pursuant to the Volunteer Firemen's Benefit Law, during the term of this agreement, and the Village/Fire Department hereby agrees to provide all liability insurance other than for benefits payable by the Protection District, to the members of

the Fire Department pursuant to the Volunteer Firemen's Benefit Law, required for the protection of its members, and to hold the Town and the Protection District harmless from any and all claims for injury or damage to persons and property arising out of its operation under this agreement, other than claims for such benefits. The Village/Fire Department shall annually provide to the Town Clerk and Town Attorney appropriate certificates of insurance, naming the Wreck Lead Fire Protection District and Town of Hempstead as additional insured with liability insurance in the amount of no less than (\$1 million) one million dollars per person, (\$2 million) two million dollars per occurrence, and excess insurance in the amount of (\$5 million) five million dollars.

FIFTH: The Fire Department agrees to comply in all respects with the provisions of Section 296 of the Executive Law of the State of New York and Section 202-a, subdivision 17(a), of the Village Law of the State of New York, both of which prohibit discrimination in membership of volunteer fire departments.

IN WITNESS WHEREOF, the parties hereto have duly  
executed and delivered this agreement the day and year first  
above written.

TOWN OF HEMPSTEAD on behalf of  
WRECK LEAD FIRE PROTECTION  
DISTRICT

BY \_\_\_\_\_  
Supervisor

INCORPORATED VILLAGE OF ISLAND  
PARK

By \_\_\_\_\_  
Mayor

CASE NO.

RESOLUTION NO.

RESOLUTING CALLING A PUBLIC HEARING ON THE  
PETITION OF LEON PETROLEUM, LLC.FOR REZONING  
PROPERTY AT NORTH BELLMORE NEW YORK.

ADOPTED:

offered the following resolution and moved its  
adoption:

RESOLVED, that a public hearing be held June 28th,  
2022, at 10:30 o'clock in the forenoon of that day in the  
Town Meeting Pavilion, Hempstead Town hall, 1 Washington  
Street, Hempstead, New York, to consider the petition of  
LEON PETROLEUM, LLC for a change of zone from Residence "B"  
District to Business "X" District and for inclusion into a  
Gasoline service Station "GSS" District situated in North  
Bellmore, New York, and BE IT

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

The foregoing resolution was adopted upon roll call as  
follows:

AYES:

NOES:

Item #

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Case #

30419

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a public hearing will be held by the Town Board of the Town of Hempstead, Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York on June 28th, 2022 at 10:30 o'clock in the forenoon of that day for the purpose of considering the application of LEON PETROLEUM LLC. for rezoning from Residence "B" District to Business "X" District" and for inclusion into the Gasoline Service station "GSS" District on the s/si of Jerusalem Avenue n/si of Saw Mill Road located in North Bellmore, New York:

and BE IT

A parcel of improved with a one-and a half story building located on Jerusalem Ave. w/frontage on Jerusalem Avenue of 57.92' and frontage on Saw Mill Road of 66.60' and a depth of 90.50' on the west property line and a depth of 113.64' on the east property line situated in North Bellmore, New York, County of Nassau, State of New York

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

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

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

DONALD X. CLAVIN JR.  
SUPERVISOR

KATE MURRAY  
TOWN CLERK

Dated: June 14, 2022  
Hempstead, N.Y.

CASE NO.

RESOLUTION NO.

RESOLUTION CALLING A PUBLIC HEARING ON THE APPLICATION OF LEON PETROLEUM, LLC FOR A VARIANCE FROM PROVISIONS OF "GSS" ORDINANCE AT NORTH BELLMORE, NEW YORK

ADOPTED:

offered the following resolution and moved its adoption:

RESOLVED, that a public hearing be held June 28, 2022 at 10:30 o'clock in the forenoon of that day, in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, to consider the application of LEON PETROLEUM, LLC for a variance from provisions of "GSS" Ordinance consisting of two(2)pump islands with four (4)multi-grade product dispensers; canopy over the pump islands three(3)underground petroleum product storage tanks each with a capacity of 10,000 gallons, one(1)story with overall area currently used for attendant, transactions and automotive repair at the premises situated in North Bellmore, New York, and BE IT

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

59

Case #

30420

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN, that a public hearing will be held by the Town Board of the Town of Hempstead, Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, on June 28th at 10:30 o'clock in the forenoon of that day for the purpose of considering the application of LEON PETROLEUM, LLC for a variance from provisions of "GSS" Ordinance consisting of two (2) pump islands with four (4) multi-grade product dispensers; canopy over the pump islands three (3) underground petroleum product storage tanks each with a capacity of 10,000 gallons, one (1) story with overall area currently used for attendant, transactions and automotive repair to be used as a convenience store at the premises situated in North Bellmore, New York.

A triangle property at the intersection of Jerusalem Avenue and Saw Mill road on the s/si of Jerusalem Avenue approx. 305.92 and the n/si of Saw Mill Road approx. 319.50' situated in North Bellmore, Town of Hempstead, County of Nassau State of New York.

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

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

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

DONALD X. CLAVIN JR.  
Supervisor

KATE MURRAY  
Town Clerk

Dated: JUNE 14, 2022  
Hempstead, N.Y.

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF NASRIN AHMAD AS  
SENIOR CITIZENS' PROGRAM  
DEVELOPMENT AIDE, IN THE  
DEPARTMENT OF SENIOR ENRICHMENT.

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

WHEREAS, Nasrin Ahmad has resigned her position as Deputy  
Commissioner, Department of Parks and Recreation in the Department of Parks and Recreation  
NOW, BE IT

RESOLVED, that Nasrin Ahmad be and hereby is appointed  
Senior Citizens' Program Development Aide, Non Competitive, Ungraded, with no change in  
salary, in the Department of Senior Enrichment, by the Commissioner of the Department of Senior  
Enrichment and ratified by the Town Board of the Town of Hempstead effective June 15, 2022  
and BE IT

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

AYES:

NOES:



RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF LEIGH ALLEYNE  
AS LABORER I, IN THE DEPARTMENT OF  
GENERAL SERVICES, BUILDINGS AND  
GROUNDS DIVISION.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that Leigh Alleyne be and hereby is appointed Laborer I, Labor Class, Grade 9, Start Step (A), Salary Schedule E, \$44,134, in the Department of General Services, Buildings and Grounds Division, by the Commissioner of the Department of General Services and ratified by the Town Board of the Town of Hempstead, subject to satisfactory completion of pre-employment criteria, effective June 15, 2022 and BE IT

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

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: PROVISIONAL PROMOTION FOR JUSTINE  
ANDERSON, ASSISTANT RECREATION  
DIRECTOR, IN THE DEPARTMENT OF  
PARKS AND RECREATION.

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

RESOLVED, that Justine Anderson, now serving as Recreation  
Supervisor, Competitive, Permanent, in the Department of Parks and Recreation, be and hereby is  
provisionally promoted to Assistant Recreation Director, Competitive, Provisional, Grade 21, Step  
8 (I), Salary Schedule D, \$99,252, by the Commissioner of the Department of Parks and  
Recreation and ratified by the Town Board of the Town of Hempstead effective June 15, 2022.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF MICHELE CARUCCI AS  
LABOR CREW CHIEF I, IN THE DEPARTMENT  
OF HIGHWAY, BUDGET CODE 5110.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that Michele Carucci, now serving as Equipment Operator I, in the Department of Highway, Budget Code 5110, be and hereby is appointed Labor Crew Chief I, Non Competitive, Grade 13, Step 1 (B), Salary Schedule D, \$53,619, in the Department of Highway, Budget Code 5110, by the Commissioner of the Department of Highway and ratified by the Town Board of the Town of Hempstead effective June 15, 2022, and BE IT

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

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: PROVISIONAL APPOINTMENT OF  
ALEXANDREA CHARALAMBOUS AS  
ANIMAL CONTROL OFFICER, IN THE  
DEPARTMENT OF GENERAL SERVICES,  
ANIMAL SHELTER AND CONTROL DIVISION.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that Alexandra Charalambous, now serving as Kennel Worker, in the Department of General Services, Animal Shelter and Control Division, be and hereby is appointed as Animal Control Officer, Competitive, Provisional, Grade 14, Step 3 (D), Salary Schedule D, \$60,271, in the Department of General Services, Animal Shelter and Control Division, by the Commissioner of the Department of General Services, and ratified by the Town Board of the Town of Hempstead, effective June 15, 2022.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF DOMINICK  
COLASANTO AS DEPUTY  
COMMISSIONER, DEPARTMENT OF  
PARKS AND RECREATION, IN THE  
DEPARTMENT OF PARKS AND  
RECREATION.

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

WHEREAS, Dominick Colasanto has resigned his position as  
Executive Assistant to Town Board in the Office of the Town Board Majority, Central Staffing  
Code 1018, NOW, BE IT

RESOLVED, that Dominick Colasanto be and hereby is appointed  
Deputy Commissioner, Department of Parks and Recreation, Exempt, Ungraded, at an annual  
salary of \$107,000, in the Department of Parks and Recreation, by the Commissioner of the  
Department of Parks and Recreation and ratified by the Town Board of the Town of Hempstead  
effective June 15, 2022 and BE IT

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

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF THERESE COLASURDO  
AS RECEPTIONIST, IN THE DEPARTMENT OF  
ENGINEERING.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that Therese Colasurdo be and hereby is appointed Receptionist, Non Competitive, Grade 9, Start Step (A), Salary Schedule E, \$44,134, in the Department of Engineering, by the Commissioner of the Department of Engineering and ratified by the Town Board of the Town of Hempstead, effective May 25, 2022 and BE IT

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

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: SALARY ADJUSTMENT FOR WILLIAM  
CURTIN, LABOR CREW CHIEF II, IN THE  
DEPARTMENT OF GENERAL SERVICES,  
BUILDINGS AND GROUNDS DIVISION.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that the annual salary for William Curtin, Labor Crew Chief II, in the Department of General Services, Buildings and Grounds Division, be and hereby is increased to Grade 15, Step 12(M), Salary Schedule D, \$95,540, by the Commissioner of the Department of General Services and ratified by the Town Board of the Town of Hempstead effective June 15, 2022.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF PAUL DIPIANO AS  
PHOTOGRAPHIC MACHINE OPERATOR II, IN  
THE DEPARTMENT OF GENERAL SERVICES,  
ADMINISTRATION.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that Paul Dipiano, now serving as Photographic Machine Operator I, in the Department of General Services, Administration, be and hereby is appointed Photographic Machine Operator II, Non Competitive, Grade 15, Step 8 (I), Salary Schedule D, \$80,698, in the Department of General Services, Administration, by the Commissioner of the Department of General Services and ratified by the Town Board of the Town of Hempstead effective June 15, 2022, and BE IT

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

AYES:

NOES:



RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF CHARLENE FARRELL AS  
CLERK I, IN THE DEPARTMENT OF  
BUILDINGS FROM THE CIVIL SERVICE LIST.

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

WHEREAS, the Town of Hempstead Civil Service Commission has certified that Charlene Farrell has passed the examination for the position of Clerk I, Civil Service List No. DC-81, and is eligible for appointment thereto, NOW, THEREFORE, BE IT

RESOLVED, that Charlene Farrell be and hereby is appointed Clerk I, Competitive, Permanent, Grade 3, Start Step (A), Salary Schedule E, \$37,668, in the Department of Buildings, from the civil service list, by the Acting Commissioner of the Department of Buildings and ratified by the Town Board of the Town of Hempstead, subject to satisfactory completion of pre-employment criteria, effective June 20, 2022 and BE IT

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

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: SALARY ADJUSTMENT FOR SHARIQ HUSAIN,  
COMMUNITY RESEARCH ASSISTANT, IN THE  
OFFICE OF THE TOWN CLERK.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that the annual salary for Shariq Husain, Community Research Assistant, in the Office of the Town Clerk, be and hereby is increased to \$93,392, Ungraded, by the Town Clerk and ratified by the Town Board of the Town of Hempstead effective June 15, 2022.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: SALARY ADJUSTMENT FOR ALBERT JAEGER  
S III, DEPUTY TOWN ATTORNEY, IN THE OFFICE  
OF THE TOWN ATTORNEY.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that the annual salary for Albert Jaegers III, Deputy Town Attorney, in the Office of the Town Attorney, be and hereby is increased to \$85,000, Ungraded, by the Town Attorney and ratified by the Town Board of the Town of Hempstead effective June 15, 2022.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF PHILIP LILLI AS  
AUTOMOTIVE SERVICE WORKER, IN THE  
DEPARTMENT OF GENERAL SERVICES,  
BUILDINGS AND GROUNDS DIVISION.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that Philip Lilli be and hereby is appointed Automotive Service Worker, Non Competitive, Grade 10, Start Step (A), \$45,401, Salary Schedule E, in the Department of General Services, Buildings and Grounds Division, by the Commissioner of the Department of General Services and ratified by the Town Board of the Town of Hempstead effective June 15, 2022 and BE IT

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

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF LEONARDO LOPEZ  
AS LABORER I, IN THE DEPARTMENT OF  
GENERAL SERVICES, BUILDINGS AND  
GROUNDS DIVISION.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that Leonardo Lopez be and hereby is appointed Laborer I, Labor Class, Grade 9, Start Step (A), Salary Schedule E, \$44,134, in the Department of General Services, Buildings and Grounds Division, by the Commissioner of the Department of General Services and ratified by the Town Board of the Town of Hempstead, subject to satisfactory completion of pre-employment criteria, effective June 15, 2022 and BE IT

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

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF CHRISTOPHER  
MCCAFFERY AS GENERAL PARK CREW  
CHIEF, IN THE DEPARTMENT OF PARKS AND  
RECREATION.

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

RESOLVED, that Christopher McCaffery be and hereby is appointed  
General Park Crew Chief, Non Competitive, Ungraded, at an annual salary of \$90,000, in the  
Department of Parks and Recreation, by the Commissioner of the Department of Parks and  
Recreation and ratified by the Town Board of the Town of Hempstead, subject to satisfactory  
completion of pre-employment criteria, effective June 27, 2022 and BE IT

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

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: SALARY ADJUSTMENT FOR JACQUELINE  
METZGER, COMMUNITY RESEARCH  
ASSISTANT, 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 Jacqueline Metzger, Community  
Research Assistant, in the Department of Parks and Recreation, be and hereby is increased to \$99,057,  
Ungraded, by the Commissioner of the Department of Parks and Recreation and ratified by the Town  
Board of the Town of Hempstead effective June 15, 2022.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF JOHN MINIKEL  
AS LABORER I, IN THE DEPARTMENT OF  
GENERAL SERVICES, BUILDINGS AND  
GROUNDS DIVISION.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that John Minikel be and hereby is appointed Laborer I, Labor Class, Grade 9, Start Step (A), Salary Schedule E, \$44,134, in the Department of General Services, Buildings and Grounds Division, by the Commissioner of the Department of General Services and ratified by the Town Board of the Town of Hempstead, subject to satisfactory completion of pre-employment criteria, effective June 20, 2022 and BE IT

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

AYES:

NOES:



RESOLUTION NO:

CASE NO:

ADOPTED:

RE: SALARY ADJUSTMENT FOR JOSEPH  
NEHREBECKI, BUILDING PLAN EXAMINER I,  
IN THE DEPARTMENT OF BUILDINGS.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that the annual salary for Joseph Nehrebecki, Building Plan Examiner I in the Department of Buildings, be and hereby is increased to Grade 22, Step 8 (I), Salary Schedule D, \$104,089, by the Acting Commissioner of the Department of Buildings and ratified by the Town Board of the Town of Hempstead effective June 15, 2022.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF PATRICK OWENS AS  
SECRETARY TO BOARD OF APPEALS, IN  
THE BOARD OF APPEALS.

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

WHEREAS, Patrick Owens has resigned his position as Legislative  
Aide in the Office of the Town Board Majority, Central Staffing Code 1018, NOW, BE IT

RESOLVED, that Patrick Owens be and hereby is appointed  
Secretary to the Board of Appeals, Exempt, Ungraded, at an annual salary of \$95,000, in the Board  
of Appeals, by the Chairman of the Board of Appeals and ratified by the Town Board of the Town  
of Hempstead effective June 15, 2022 and BE IT

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

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF NICHOLAS PERNICE  
AS LABORER I, IN THE DEPARTMENT OF  
GENERAL SERVICES, BUILDINGS AND  
GROUNDS DIVISION.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that Nicholas Pernice be and hereby is appointed Laborer I, Labor Class, Grade 9, Start Step (A), Salary Schedule E, \$44,134, in the Department of General Services, Buildings and Grounds Division, by the Commissioner of the Department of General Services and ratified by the Town Board of the Town of Hempstead, subject to satisfactory completion of pre-employment criteria, effective June 15, 2022 and BE IT

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

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF ANTHONY RUSSO  
AS PARK CREW CHIEF, IN THE  
DEPARTMENT OF PARKS AND RECREATION.

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

RESOLVED, that Anthony Russo be and hereby is appointed  
Park Crew Chief, Non Competitive, Ungraded, at an annual salary of \$75,000, in the Department of  
Parks and Recreation, by the Commissioner of the Department of Parks and Recreation and ratified  
by the Town Board of the Town of Hempstead effective June 15, 2022 and BE IT

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

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF JOHN SIMENDINGER, AS  
LABORER I, IN THE DEPARTMENT OF  
PARKS AND RECREATION.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that John Simendinger be and hereby is appointed Laborer I, Labor Class, Grade 9, Start Step (A), Salary Schedule E, \$44,134, in the Department of Parks and Recreation, by the Commissioner of the Department of Parks and Recreation and ratified by the Town Board of the Town of Hempstead subject to satisfactory completion of pre-employment criteria effective June 15, 2022 and BE IT

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

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF BALJINDER SINGH AS  
LABORER II, IN THE DEPARTMENT OF  
GENERAL SERVICES, BUILDINGS AND  
GROUNDS DIVISION.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that Baljinder Singh, now serving as Laborer I, in the Department of General Services, Buildings and Grounds Division, be and hereby is appointed Laborer II, Non Competitive, Grade 11, Step 1 (B), Salary Schedule D, \$50,621, in the Department of General Services, Buildings and Grounds, by the Commissioner of the Department of General Services and ratified by the Town Board of the Town of Hempstead effective May 25, 2022, and BE IT

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

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF THOMAS WALSH  
AS LABORER I, IN THE DEPARTMENT OF  
GENERAL SERVICES, BUILDINGS AND  
GROUNDS DIVISION.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that Thomas Walsh be and hereby is appointed Laborer I, Labor Class, Grade 9, Start Step (A), Salary Schedule E, \$44,134, in the Department of General Services, Buildings and Grounds Division, by the Commissioner of the Department of General Services and ratified by the Town Board of the Town of Hempstead, subject to satisfactory completion of pre-employment criteria, effective June 15, 2022 and BE IT

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

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: AMENDMENT OF RESOLUTION  
NO. 705/3-2022, JOSEPH CUSUMANO, IN THE  
DEPARTMENT OF SANITATION.

On motion made by

the following resolution was adopted upon roll call:

WHEREAS, Resolution No. 705/3-2022 states an incorrect Grade NOW,

THEREFORE, BE IT

RESOLVED, that the resolution should be amended to read "Grade 12".

AYES:

NOES:



6/14/2022

In addition there are (8) Eight Resolutions for various types of Leaves of Absence and (1) Resolution Rescinding a Leave of Absence from previous calendar.