

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 19th day of July, 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 location:

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

OCEANSIDE

FAIRVIEW AVENUE (TH 228/22) North Side-
NO PARKING OR STANDING 8 AM TO 1 PM
SUNDAYS - starting at a point 550 feet
east of the east curbline of Long Beach
Road and running east for 92 feet.
(TH 1/31/56)

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

Dated: June 28, 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 # 1

Case # 30715

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 19th day of July, 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:

EAST MEADOW

PROSPECT AVENUE (TH 243/22) West Side - NO STOPPING HERE TO CORNER - starting at the north curbline of Fifth Street, north for a distance of 45 feet.

PROSPECT AVENUE (TH 243/22) West Side - NO STOPPING HERE TO CORNER - starting at the south curbline of Fifth Street, south for a distance of 40 feet.

PROSPECT AVENUE (TH 243/22) East Side - NO STOPPING HERE TO CORNER - starting At the north curbline of Fifth Street, north for a distance of 40 feet.

PROSPECT AVENUE (TH 243/22) East Side - NO STOPPING HERE TO CORNER - starting at the south curbline of Fifth Street, south for a distance of 40 feet.

FIFTH STREET (TH 243/22) North Side - NO STOPPING HERE TO CORNER - starting at the west curbline of Prospect Avenue, west for a distance of 30 feet.

FIFTH STREET (TH 243/22) South Side - NO STOPPING HERE TO CORNER - starting at the west curbline of Prospect Avenue, west for a distance of 30 feet.

ELMONT

WARWICK ROAD (TH 233/22) West Side - NO PARKING ANYTIME EXCEPT WITH PERMIT - starting at a point 20 feet south of the south curbline, south for a distance of 302 feet.

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Case #

30716

WARWICK ROAD (TH 233/22) West Side -
NO PARKING ANYTIME EXCEPT WITH PERMIT -
starting at a point 342 feet south of
the south curbline of Hempstead
Turnpike, south to the north curbline
of 106th Avenue.

MEACHAM AVENUE (TH 244/22) West Side -
NO STOPPING HERE TO CORNER - starting
at the north curbline of "O" Street,
north for a distance of 30 feet.

MEACHAM AVENUE (TH 244/22) West Side -
NO STOPPING HERE TO CORNER - starting
at the south curbline of "O" Street,
south for a distance of 25 feet.

MEACHAM AVENUE (TH 244/22) East Side -
NO STOPPING HERE TO CORNER - starting
at the north curbline of "O" Street,
north for a distance of 25 feet.

MEACHAM AVENUE (TH 244/22) East Side -
NO STOPPING HERE TO CORNER - starting
at the south curbline of "O" Street,
south for a distance of 25 feet.

LAWRENCE

LAWRENCE AVENUE (TH 224/22) East Side -
NO PARKING ANYTIME - starting at a
point 198 feet south of the south
curbline of Mott Avenue, then south for
a distance of 42 feet.

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

EAST MEADOW

PROSPECT AVENUE (TH 243/22) West Side -
NO STOPPING HERE TO CORNER - starting
at the north curbline of Fifth Street,
north for a distance of 30 feet.
(TH 534/69: 1/20/70)

PROSPECT AVENUE (TH 243/22) East Side -
NO STOPPING HERE TO CORNER - starting
at the south curbline of Fifth Street,
south for a distance of 30 feet.
(TH 534/69: 1/20/70)

ELMONT

WARWICK ROAD (TH 233/22) West Side -
NO PARKING ANYTIME EXCEPT WITH PERMIT -
starting from the south curbline of
Hempstead Turnpike, south to the north
curbline of 106th Avenue.
(TH 561/21: 12/21/21)

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

Dated: June 28, 2022
Hempstead, New York

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

DONALD X. CLAVIN, JR.
Supervisor

KATE MURRAY
Town Clerk

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that pursuant to 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 19th day of July , 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:

EAST ATLANTIC BEACH

ROCHESTER AVENUE - east side, starting at a point 63 feet north of the north curblineline of Beech Street, north for a distance of 15 feet.
(TH-240/22)

ELMONT

WARWICK ROAD - west side, starting at a point 322 feet south of the south curblineline of Hempstead Turnpike, south for a distance of 20 feet.
(TH-233/22)

UNIONDALE

HEMPSTEAD BOULEVARD - south side, Starting at a point 335 feet east of the east curblineline of Bedford Avenue, west for a distance of 20 feet.
(TH-242/22)

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

Dated: Hempstead, New York
June 28, , 2022.

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

DONALD X. CLAVIN, JR.
Supervisor

KATE MURRAY
Town Clerk

Item # 4

Case # 21522

Adopted:

Councilmember

moved the following resolution's adoption:

RESOLUTION ADOPTING A S.E.Q.R. NEGATIVE DECLARATION AND DETERMINATION OF NON-SIGNIFICANCE IN CONNECTION WITH THE PROPOSED AMENDMENT OF PARAGRAPH A OF SECTION 401 OF ARTICLE XXXIX OF THE BUILDING ZONE ORDINANCE IN RELATION TO THE EDU-CULTURAL DISTRICT IN THE TOWN OF HEMPSTEAD.

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

WHEREAS, it appears to be in the public interest to consider the proposed amendment of Paragraph A of Section 401 of Article XXXIX, of the Building Zone Ordinance in relation to the prohibitions in the EDU-Cultural District in the Town of Hempstead; and

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the requirements of S.E.Q.R. have been met; and BE IT FURTHER

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

RESOLVED, that this Town Board hereby declares that the Proposed Amendment of Paragraph A of Section 401 of Article XXXIX, of the Building Zone Ordinance in relation to the prohibitions in the EDU-Cultural District and a Negative Declaration under S.E.Q.R. are consistent with considerations of public interest; and BE IT FURTHER

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

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 5A

Case # 28682 Page 1 of 1

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that pursuant to Article 16 of the Town Law of the State of New York, as amended, a public hearing will be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Village and Town of Hempstead, Hempstead, New York, on July 19, 2022 at 10:30 o'clock in the forenoon of that day, to consider the proposed amendment of paragraph A. of section 401 of Article XXXIX of the Building Zone Ordinance, in relation to the Edu-Cultural District. The proposed amendment is on file in the office of the Town Clerk of the Town of Hempstead, Hempstead Town Hall, 1 Washington Street, Village and Town of Hempstead, Hempstead, New York, where same may be inspected during office hours.

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

Dated: Hempstead, New York

June 28, 2022

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

KATE MURRAY
Town Clerk

DONALD X. CLAVIN, JR.
Supervisor

Item #

5

Case #

28682

CASE NO.

RESOLUTION NO.:

Adopted:

Councilmember

moved the following resolution's adoption:

**RESOLUTION ADOPTING A S.E.Q.R. NEGATIVE
DECLARATION AND DETERMINATION OF
NON-SIGNIFICANCE IN CONNECTION WITH
THE PROPOSED AMENDMENT OF SECTIONS 424,425,
426, 431.1, AND 431.2 OF ARTICLE XLII BALDWIN MIXED
USE ZONING OVERLAY DISTRICT (B-MX) OF THE
BUILDING ZONE ORDINANCE**

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

WHEREAS, it appears to be in the public interest to consider the proposed amendments to sections 424 , 425 , 426 , 431.1 , and 431.2 of Article XLII Baldwin Mixed-Use zoning overlay District (B-MX) of the Building Zone Ordinance of the Town of Hempstead; and

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the requirements of S.E.Q.R. have been met; and BE IT FURTHER

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

RESOLVED, that this Town Board hereby declares that the Proposed Amendments to sections 424, 425, 426, 431.1 and 431.2 of Article XLII Baldwin Mixed -Use Zoning Overlay District (B-MX) of the Building Zone Ordinance and a Negative Declaration under S.E.Q.R. are consistent with considerations of public interest; and BE IT FURTHER

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

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 0A
Page 1 of 1
Case # 30114

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that pursuant to Article 16 of the Town Law of the State of New York, as amended, a public hearing will be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Village and Town of Hempstead, Hempstead, New York, on the day of July 19th 2022 at 10:30 o'clock in the forenoon of that day, to consider the proposed amendments to sections 424, 425, 426, 431.1, and 431.2 of Article XLII Baldwin Mixed-Use Zoning Overlay District (B-MX) of the Building Zone Ordinance. The proposed amendments are on file in the office of the Town Clerk of the Town of Hempstead, Hempstead Town Hall, 1 Washington Street, Village and Town of Hempstead, Hempstead, New York, where same may be inspected during office hours.

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

Dated: Hempstead, New York

June 28, 2022

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

KATE MURRAY
Town Clerk

DONALD X. CLAVIN, JR.
Supervisor

Item # 6

Case # 30114

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN, that a public hearing will be held by the Town Board of the Town of Hempstead on 19th day of July at 10:30' clock in the forenoon of the day, in Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Village and Town of Hempstead, New York for the purpose of considering the recommendation of the Town of Hempstead Landmarks Preservation commission that the Merrick Gable Home, Sec, 56 Block 185 Lot 190 45 Fox Boulevard Merrick, New York on the Land and Tax map of Nassau County and be designated as an Historical Landmark.

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

BY ORDER OF THE TOWN BOARD OF THE TOWN OF HEMPSTEAD

Donald X. Clavin, Jr.
Supervisor

Kate Murray
Town Clerk

Dated: June 28, 2022
Hempstead, N.Y.

Item # 7
Case # 22522

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN, that a public hearing will be held by the Town Board of the Town of Hempstead on 19th day of July at 10:30' clock in the forenoon of the day, in Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Village and Town of Hempstead, New York for the purpose of considering the recommendation of the Town of Hempstead Landmarks Preservation commission that the Rock Hall Museum, Sec 40 Block 190 Lot 56 199 Broadway Lawrence, New York on the Land and Tax map of Nassau County and be designated as an Historical Landmark.

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

BY ORDER OF THE TOWN BOARD OF THE TOWN OF HEMPSTEAD

Donald X. Clavin Jr.
Supervisor

Kate Murray
Town Clerk

Dated: June 28, 2022
Hempstead, N.Y.

Item #

8

Case #

22572

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE 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 July 19, 2022 in the forenoon of that day, to consider a modification of declaration of covenants and restrictions dated September 25, 2018 and recorded at Bk-D VI-13736 Pg-975 in the Office of the County Clerk on November 28, 2018, relating to property located on the east side of Merrick Avenue, 724.50 feet north of Peters Gate, with a frontage of 550.47 feet along Merrick Avenue, in East Meadow, New York.

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

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

Dated: Hempstead, New York
June 28, 2022.

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

KATE MURRAY
Town Clerk

DONALD X. CLAVIN, JR.
Supervisor

Item #

9

29938

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 PUD MASTER PLAN REVIEW FOR THE AMENDMENT OF ARTICLE XXXV, SECTION 370 OF THE BUILDING ZONE ORDINANCE OF THE TOWN OF HEMPSTEAD AND FOR A "SPECIAL EXCEPTION" PURSUANT TO SECTION 371 (E) OF THE BUILDING ZONE ORDINANCE OF THE TOWN OF HEMPSTEAD FOR A PARCEL OF LAND LOCATED IN WESTBURY, COUNTY OF NASSAU, STATE OF NEW YORK.

WHEREAS, the applicants, Mattone Group Raceway LLC, JMM Raceway LLC and Gart Roosevelt LLC, have submitted to the Town of Hempstead an application for Pud Master Plan Review for the amendment of Article XXXV, Section 370 of the Building Zone Ordinance of the Town of Hempstead (The "BZO") to include "Retail Sale of Automobiles" and for a "Special Exception" pursuant to Section 371 (E) of the BZO to permit a proposed Tesla Service Facility as an accessory use to the Retail Sale Facility for a parcel of land located at 1350 Corporate Drive, Westbury, New York; and

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

WHEREAS, it appears to be in the public interest to consider the proposed amendment of Article XXXV, Section 370 of the Building Zone Ordinance in relation to "Retail Sale of Automobiles" and for a "Special Exception" pursuant to Section 371 (E) of the BZO to permit a proposed Tesla Service Facility as an accessory use for said parcel of land located in Westbury, New York; and

WHEREAS, the applicants have 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, pursuant to Article 8 of the New York State Environmental Conservation Law and 6NYCRR part 617 (S.E.Q.R.) the proposed actions are unlisted actions 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 Commissioner 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.

Item # 10A

Case # 28232

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the requirements of S.E.Q.R. have been met; and **BE IT FURTHER**

RESOLVED, that the proposed actions are Unlisted Actions pursuant to 6NYCRR 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 the proposed amendment of Article XXXV, Section 370 of the Building Zone Ordinance in relation to "Retail Sale of Automobiles" and a "Special Exception" pursuant to Section 371 (E) of the BZO to permit a Tesla Service Facility as an accessory use and a Negative Declaration under S.E.Q. R. are consistent with considerations of public interest; and **BE IT FURTHER**

RESOLVED, that consistent with balancing social, economic and environmental considerations the actions to be carried out are the ones that minimize to the maximum extent practicable, adverse impacts; and BE IT FURHER

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

DECISION:

MATTONI

GROUP

RACEWAY,

LLC

WESTBURY

Item # 10

Case # 28232

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, LOCATED ON THE EAST SIDE OF CHICAGO AVENUE, 405 FEET NORTH OF BELTAGH AVENUE. SEC 56, BLOCK 256, AND LOT (S) 162-163, A/K/A 30 CHICAGO AVENUE, BELLMORE, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 30 Chicago Avenue, Bellmore; and

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

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

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

WHEREAS, the services of Cipco Boarding Co., 342 Atlantic Avenue, East Rockaway, New York 11572, and the costs incurred by the emergency services authorized by the Commissioner of the Department of Buildings were approved by the Town Board under Resolution Number 311-2020; and

WHEREAS, on February 8, 2022, the Commissioner of the Department of Buildings directed Cipco Boarding Co., to have one (1) exterior hole boarded, located at 30 Chicago Avenue, Bellmore;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$225.00, the cost associated with the emergency services provided at 30 Chicago Avenue, Bellmore, New York

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$475.00 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

11

Case #

6542

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY WOOD FRAME ONE FAMILY DWELLING WITH ATTACHED GARAGE, LOCATED ON THE WEST SIDE OF ILSE COURT, 180 FEET SOUTH OF JEFFREY DRIVE. SEC 50, BLOCK 504, AND LOT (S) 12, A/K/A 920 ILSE COURT, BELLMORE, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 920 Ilse Court, Bellmore; and

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

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

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

WHEREAS, the services of Cipco Boarding Co., 342 Atlantic Avenue, East Rockaway, New York 11572, and the costs incurred by the emergency services authorized by the Commissioner of the Department of Buildings were approved by the Town Board under Resolution Number 311-2020; and

WHEREAS, on March 21, 2022, the Commissioner of the Department of Buildings directed Cipco Boarding Co., to have nine (9) square feet of windows and exterior damage boarded and provide and install five (5) lock and hasps, located at 920 Ilse Court, Bellmore;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$482.37, the cost associated with the emergency services provided at 920 Ilse Court, Bellmore, New York

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$732.37 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

11

Case #

6542

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY BRICK AND MASONRY FRAME COMMERCIAL BUILDING, LOCATED ON THE NORTH SIDE OF PENINSULA BOULEVARD, 50 FEET EAST OF OAKLAND AVENUE. SEC 39, BLOCK 277, AND LOT (S) 126, A/K/A 570 PENINSULA BOULEVARD, CEDARHURST, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 570 Peninsula Boulevard, Cedarhurst; and

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

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

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

WHEREAS, the services of Cipco Boarding Co., 342 Atlantic Avenue, East Rockaway, New York 11572, and the costs incurred by the emergency services authorized by the Commissioner of the Department of Buildings were approved by the Town Board under Resolution Number 311-2020; and

WHEREAS, on February 16, 2022, the Commissioner of the Department of Buildings directed Cipco Boarding Co., to have thirty two (32) square feet of windows and exterior holes boarded, located at 570 Peninsula Boulevard, Cedarhurst;

WHEREAS, on February 23, 2022, the Commissioner of the Department of Buildings directed Cipco Boarding Co., to paint over graffiti with gray paint, located at 570 Peninsula Boulevard, Cedarhurst;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$606.76, the cost associated with the emergency services provided at 570 Peninsula Boulevard, Cedarhurst, New York

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$1,106.76 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 11

Case # 6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED TWO STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, DETERMINED TO BE UNFIT FOR HUMAN OCCUPANCY, LOCATED ON THE WEST SIDE OF HAMILTON AVENUE, 39 FEET SOUTH OF CENTRE STREET. SEC 39, BLOCK 101, AND LOT (S) 35-36, A/K/A 357 HAMILTON AVENUE, HEWLETT, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 357 Hamilton Avenue, Hewlett, Town of Hempstead, New York; and

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

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

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

WHEREAS, the services of Cipco Boarding Co., 342 Atlantic Avenue, East Rockaway, New York 11572, and the costs incurred by the emergency services authorized by the Commissioner of the Department of Buildings were approved by the Town Board under Resolution Number 311-2020; and

WHEREAS, on February 16, 2022, the Commissioner of the Department of Buildings directed Cipco Boarding Co., to use ten (10) man hours for general clean up and use ten (10) cubic yards of fill and compaction, located at 357 Hamilton Avenue, Hewlett;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$800.00, the cost associated with the emergency services provided at 357 Hamilton Avenue, Hewlett, New York

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$1,050.00 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 11

Case # 6582

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED TWO STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, LOCATED ON THE WEST SIDE OF HEWLETT PARKWAY, 100 EET SOUTH OF WAVERLY STREET. SEC 39, BLOCK 569, AND LOT (S) 1003, A/K/A 391 HEWLETT PARKWAY, HEWLETT, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 391 Hewlett Parkway, Hewlett; and

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

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

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

WHEREAS, the services of Cipco Boarding Co., 342 Atlantic Avenue, East Rockaway, New York 11572, and the costs incurred by the emergency services authorized by the Commissioner of the Department of Buildings were approved by the Town Board under Resolution Number 311-2020; and

WHEREAS, on February 16, 2022, the Commissioner of the Department of Buildings directed Cipco Boarding Co., to provide and install two (2) lock and hasps, located at 391 Hewlett Parkway, Hewlett;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$225.00, the cost associated with the emergency services provided at 391 Hewlett Parkway, Hewlett, New York

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$475.00 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 11
Call # 6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN UNSAFE TREE, LOCATED ON THE PREMISES IMPROVED WITH A ONE STORY HIGH RANCH WOOD FRAME ONE FAMILY DWELLING WITH BASEMENT GARAGE, LOCATED ON THE NORTH SIDE OF DAVIS AVENUE, 307 FEET EAST OF SHERIDAN BOULEVARD. SEC 40, BLOCK 124, AND LOT (S) 126 & 326, A/K/A 46 DAVIS AVENUE, INWOOD, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the exterior property area located at 46 Davis Avenue, Inwood; and

WHEREAS, said inspection disclosed that contrary to NYS §302.1 of the New York State Property Maintenance Code and Chapter 90-1 of the Code of the Town of Hempstead regulations, an unsafe dead tree upon an abandoned building; and

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

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

WHEREAS, the services of Long Island Tree & Landscape Service Inc., PO Box 1531, Seaford, New York 11783, and the costs incurred by the emergency services authorized by the Commissioner of the Department of Buildings were approved by the Town Board under Resolution Number 932-2017; and

WHEREAS, the Commissioner of the Department of Buildings directed Long Island Tree & Landscape Service Inc., for emergency removal of three (3) trees, located at 46 Davis Avenue, Inwood;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$8,090.00, the cost associated with the emergency services provided at 46 Davis Avenue, Inwood, New York

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$8,340.00 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 11

Ca. 6542

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY SPLIT LEVEL WOOD FRAME ONE FAMILY DWELLING, LOCATED ON THE NORTHEAST CORNER OF 2ND AVENUE AND CENTRAL AVENUE. SEC 56, BLOCK 51, AND LOT (S) 252, A/K/A 2115 2ND AVENUE, MERRICK, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 2115 2nd Avenue, Merrick; and

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

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

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

WHEREAS, the services of Cipco Boarding Co., 342 Atlantic Avenue, East Rockaway, New York 11572, and the costs incurred by the emergency services authorized by the Commissioner of the Department of Buildings were approved by the Town Board under Resolution Number 311-2020; and

WHEREAS, on February 16, 2022, the Commissioner of the Department of Buildings directed Cipco Boarding Co., to have sixty two (62) square feet of windows boarded, located at 2115 2nd Avenue, Merrick;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$739.66, the cost associated with the emergency services provided at 2115 2nd Avenue, Merrick, New York

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$989.66 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 11

Case # 6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN UNSAFE TREE, LOCATED ON THE PREMISES IMPROVED WITH A ONE AND ONE HALF STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, LOCATED ON THE NORTH SIDE OF EVANS AVENUE, 150 FEET WEST OF LAWRENCE AVENUE. SEC 43, BLOCK 330, AND LOT (S) 145, A/K/A 3 EVANS AVENUE, OCEANSIDE, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the exterior property area located at 3 Evans Avenue, Oceanside; and

WHEREAS, said inspection disclosed that contrary to NYS §302.1 of the New York State Property Maintenance Code and Chapter 90-1 of the Code of the Town of Hempstead regulations, an unsafe dead tree upon an abandoned building; and

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

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

WHEREAS, the services of Long Island Tree & Landscape Service Inc., PO Box 1531, Seaford, New York 11783, and the costs incurred by the emergency services authorized by the Commissioner of the Department of Buildings were approved by the Town Board under Resolution Number 932-2017; and

WHEREAS, the Commissioner of the Department of Buildings directed Long Island Tree & Landscape Service Inc., for emergency removal of one (1) tree, located at 3 Evans Avenue, Oceanside;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$3,625.00, the cost associated with the emergency services provided at 3 Evans Avenue, Oceanside, New York

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$3,875.00 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 11

Date 6/5/22

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE AND ONE HALF STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE AND ABOVE GROUND SWIMMING POOL, LOCATED ON THE SOUTH SIDE OF LINDBERGH AVENUE, 441 FEET EAST OF OCEANSIDE ROAD. SEC 54, BLOCK 349, AND LOT (S) 10-12, A/K/A 192 LINDBERGH AVENUE, OCEANSIDE, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 192 Lindbergh Avenue, Oceanside; and

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

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

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

WHEREAS, the services of Cipro Boarding Co., 342 Atlantic Avenue, East Rockaway, New York 11572, and the costs incurred by the emergency services authorized by the Commissioner of the Department of Buildings were approved by the Town Board under Resolution Number 311-2020; and

WHEREAS, on February 8, 2022, the Commissioner of the Department of Buildings directed Cipro Boarding Co., to have twenty four (24) square feet of doors boarded, located at 192 Lindbergh Avenue, Oceanside;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$225.00, the cost associated with the emergency services provided at 192 Lindbergh Avenue, Oceanside, New York

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$475.00 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 11

Case # 6542

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, LOCATED ON THE NORTHWEST CORNER OF SCHERER PLACE AND FREDERICK AVENUE. SEC 55, BLOCK 476, AND LOT (S) 9 & 505, A/K/A 1 SCHERER PLACE, ROOSEVELT, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 1 Scherer Place, Roosevelt; and

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

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

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

WHEREAS, the services of Cipco Boarding Co., 342 Atlantic Avenue, East Rockaway, New York 11572, and the costs incurred by the emergency services authorized by the Commissioner of the Department of Buildings were approved by the Town Board under Resolution Number 311-2020; and

WHEREAS, on March 10, 2022, the Commissioner of the Department of Buildings directed Cipco Boarding Co., to have ninety six (96) square feet of windows boarded and twenty eight (28) square feet of doors boarded, located at 1 Scherer Place, Roosevelt;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$1,395.32, the cost associated with the emergency services provided at 1 Scherer Place, Roosevelt, New York

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$1,645.32 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 11
Case # 6542

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, LOCATED ON THE EAST SIDE OF ABBOTT PLACE, 125 FEET NORTH OF WOODS AVENUE. SEC 55, BLOCK 419, AND LOT (S) 81-82, A/K/A 16 ABBOTT PLACE, ROOSEVELT, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 16 Abbott Place, Roosevelt; and

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

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

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

WHEREAS, the services of Cipco Boarding Co., 342 Atlantic Avenue, East Rockaway, New York 11572, and the costs incurred by the emergency services authorized by the Commissioner of the Department of Buildings were approved by the Town Board under Resolution Number 311-2020; and

WHEREAS, on February 25, 2022, the Commissioner of the Department of Buildings directed Cipco Boarding Co., to have fifty nine (59) square feet of windows boarded, fifty six (56) square feet of garage door boarded and forty two (42) square feet of doors boarded, located at 16 Abbott Place, Roosevelt;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$1,411.01, the cost associated with the emergency services provided at 16 Abbott Place, Roosevelt, New York

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$1,661.01 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 11

Case # 6542

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED TWO STORY BRICK FRAME MULTIPLE USE COMMERCIAL BUILDING, LOCATED ON THE WEST SIDE OF BABYLON TURNPIKE, 108 FEET NORTH OF FOREST AVENUE. SEC 55, BLOCK 338, AND LOT (S) 1, A/K/A 318 BABYLON TURNPIKE, ROOSEVELT, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 318 Babylon Turnpike, Roosevelt; and

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

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

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

WHEREAS, the services of Cipco Boarding Co., 342 Atlantic Avenue, East Rockaway, New York 11572, and the costs incurred by the emergency services authorized by the Commissioner of the Department of Buildings were approved by the Town Board under Resolution Number 311-2020; and

WHEREAS, on February 23, 2022, the Commissioner of the Department of Buildings directed Cipco Boarding Co., to remove one (1) hanging soffit, located at 318 Babylon Turnpike, Roosevelt;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$225.00, the cost associated with the emergency services provided at 318 Babylon Turnpike, Roosevelt, New York

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$725.00 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 11

Call # 6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE AND ONE HALF STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, LOCATED ON THE NORTH SIDE OF JERUSALEM AVENUE, 115 FEET EAST OF LIBERTY STREET. SEC 50, BLOCK 138, AND LOT (S) 360, A/K/A 803 JERUSALEM AVENUE, UNIONDALE, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 803 Jerusalem Avenue, Uniondale; and

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

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

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

WHEREAS, the services of Cipco Boarding Co., 342 Atlantic Avenue, East Rockaway, New York 11572, and the costs incurred by the emergency services authorized by the Commissioner of the Department of Buildings were approved by the Town Board under Resolution Number 311-2020; and

WHEREAS, on February 8, 2022, the Commissioner of the Department of Buildings directed Cipco Boarding Co., to use one (1) man hour for general clean up, have sixteen (16) square feet of windows boarded and twenty three (23) square feet of doors boarded, located at 803 Jerusalem Avenue, Uniondale;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$451.27, the cost associated with the emergency services provided at 803 Jerusalem Avenue, Uniondale, New York

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$701.27 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

Case #

11
6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED TWO STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, LOCATED ON THE SOUTH SIDE OF JERUSALEM AVENUE, 340 FEET WEST OF SMITH STREET. SEC 50, BLOCK 372, AND LOT (S) 107, A/K/A 1010 JERUSALEM AVENUE, UNIONDALE, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 1010 Jerusalem Avenue, Uniondale; and

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

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

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

WHEREAS, the services of Cipco Boarding Co., 342 Atlantic Avenue, East Rockaway, New York 11572, and the costs incurred by the emergency services authorized by the Commissioner of the Department of Buildings were approved by the Town Board under Resolution Number 311-2020; and

WHEREAS, on February 8, 2022, the Commissioner of the Department of Buildings directed Cipco Boarding Co., to have thirty five (35) square feet of doors boarded, located at 1010 Jerusalem Avenue, Uniondale;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$312.55, the cost associated with the emergency services provided at 1010 Jerusalem Avenue, Uniondale, New York

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$562.55 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

Ca

11
6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY WOOD FRAME ONE FAMILY DWELLING DETERMINED TO BE UNFIT FOR HUMAN OCCUPANCY, LOCATED ON THE WEST SIDE OF RUXTON PLACE, 100 FEET NORTH OF BRAXTON STREET. SEC 50, BLOCK 19, AND LOT (S) 242-245, A/K/A 194 RUXTON PLACE, UNIONDALE, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 194 Ruxton Place, Uniondale, Town of Hempstead, New York; and

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

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

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

WHEREAS, the services of Cipco Boarding Co., 342 Atlantic Avenue, East Rockaway, New York 11572, and the costs incurred by the emergency services authorized by the Commissioner of the Department of Buildings were approved by the Town Board under Resolution Number 311-2020; and

WHEREAS, on March 14, 2022, the Commissioner of the Department of Buildings directed Cipco Boarding Co., to have one (1) window cleaned out and boarded, located at 194 Ruxton Place, Uniondale;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$225.00, the cost associated with the emergency services provided at 194 Ruxton Place, Uniondale, New York

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$475.00 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

11
6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING SPECIAL ASSESSMENT FOR PROFESSIONAL SERVICES RENDERED IN REGARD TO AN UNSAFE ONE STORY HIGH RANCH WOOD FRAME ONE FAMILY DWELLING WITH BASEMENT GARAGE, LOCATED ON THE NORTH SIDE OF DAVIS AVENUE, 307 FEET EAST OF SHERIDAN BOULEVARD. SEC 40, BLOCK 124, AND LOT (S) 126 & 326, A/K/A 46 DAVIS AVENUE, INWOOD, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the unsafe structure located at 46 Davis Avenue, Inwood, Town of Hempstead, New York; and

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

WHEREAS, the services of Cashin Associates, P.C., 1200 Veterans Memorial Highway, #200, Hauppauge, New York, providing architectural and engineering work in connection with Chapter 90, as authorized by the Commissioner of the Department of Buildings, were approved by the Town Board under Resolution Number 726-2019; and

WHEREAS, the Commissioner of the Department of Buildings directed the firm to provide professional architectural and engineering services for a site survey and report, regarding 46 Davis Avenue, Inwood; and

WHEREAS, on March 10, 2022, Cashin Associates, P.C., performed the surveying, architectural and engineering services directed by the Commissioner of the Department of Buildings and has submitted a bill for services rendered, in the amount of \$1,037.50; and

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$1,037.50, the cost associated with such services provided regarding 46 Davis Avenue, Inwood, New York.

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this Resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$1,287.50 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 12

Case # 6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING SPECIAL ASSESSMENT FOR PROFESSIONAL SERVICES RENDERED IN REGARD TO AN UNSAFE ONE AND ONE HALF STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, LOCATED ON THE NORTH SIDE OF EVANS AVENUE, 150 FEET WEST OF LAWRENCE AVENUE. SEC 43, BLOCK 330, AND LOT (S) 145, A/K/A 3 EVANS AVENUE, OCEANSIDE, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the unsafe structure located at 3 Evans Avenue, Oceanside, Town of Hempstead, New York; and

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

WHEREAS, the services of Cashin Associates, P.C., 1200 Veterans Memorial Highway, #200, Hauppauge, New York, providing architectural and engineering work in connection with Chapter 90, as authorized by the Commissioner of the Department of Buildings, were approved by the Town Board under Resolution Number 726-2019; and

WHEREAS, the Commissioner of the Department of Buildings directed the firm to provide professional architectural and engineering services for a site survey and report, regarding 3 Evans Avenue, Oceanside; and

WHEREAS, on March 10, 2022, Cashin Associates, P.C., performed the surveying, architectural and engineering services directed by the Commissioner of the Department of Buildings and has submitted a bill for services rendered, in the amount of \$1,037.50; and

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$1,037.50, the cost associated with such services provided regarding 3 Evans Avenue, Oceanside, New York.

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this Resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$1,287.50 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

12

Case #

6582

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING SPECIAL ASSESSMENT FOR PROFESSIONAL SERVICES RENDERED IN REGARD TO AN UNSAFE ONE STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, LOCATED ON THE NORTHWEST CORNER OF SCHERER PLACE AND FREDERICK AVENUE. SEC 55, BLOCK 476, AND LOT (S) 9 & 505, A/K/A 1 SCHERER PLACE, ROOSEVELT, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the unsafe structure located at 1 Scherer Place, Roosevelt, Town of Hempstead, New York; and

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

WHEREAS, the services of Cashin Associates, P.C., 1200 Veterans Memorial Highway, #200, Hauppauge, New York, providing architectural and engineering work in connection with Chapter 90, as authorized by the Commissioner of the Department of Buildings, were approved by the Town Board under Resolution Number 726-2019; and

WHEREAS, the Commissioner of the Department of Buildings directed the firm to provide professional architectural and engineering services for a site survey and report, regarding 1 Scherer Place, Roosevelt; and

WHEREAS, on March 10, 2022, Cashin Associates, P.C., performed the surveying, architectural and engineering services directed by the Commissioner of the Department of Buildings and has submitted a bill for services rendered, in the amount of \$1,037.50; and

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$1,037.50, the cost associated with such services provided regarding 1 Scherer Place, Roosevelt, New York.

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this Resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$1,287.50 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

12

Case #

6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING SPECIAL ASSESSMENT FOR PROFESSIONAL SERVICES RENDERED IN REGARD TO AN UNSAFE TWO STORY BRICK FRAME COMMERCIAL BUILDING, LOCATED ON THE NORTH SIDE OF BROADWAY, 143 FEET EAST OF IRVING PLACE. SEC 39, BLOCK 216, AND LOT (S) 249, A/K/A 1020 BROADWAY, WOODMERE, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the unsafe structure located at 1020 Broadway, Woodmere, Town of Hempstead, New York; and

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

WHEREAS, the services of Cashin Associates, P.C., 1200 Veterans Memorial Highway, #200, Hauppauge, New York, providing architectural and engineering work in connection with Chapter 90, as authorized by the Commissioner of the Department of Buildings, were approved by the Town Board under Resolution Number 726-2019; and

WHEREAS, the Commissioner of the Department of Buildings directed the firm to provide professional architectural and engineering services for a site survey and report, regarding 1020 Broadway, Woodmere; and

WHEREAS, on February 17, 2022, Cashin Associates, P.C., performed the surveying, architectural and engineering services directed by the Commissioner of the Department of Buildings and has submitted a bill for services rendered, in the amount of \$2,612.50; and

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$2,612.50, the cost associated with such services provided regarding 1020 Broadway, Woodmere, New York.

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this Resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$3,112.50 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 12

Case # 6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution

And moved its adoption:

RESOLUTION GRANTING PERMISSION TO THE BALDWIN COUNCIL AGAINST DRUG ABUSE, BALDWIN, NEW YORK TO USE TOWN OF HEMPSTEAD PARKING FIELD BA-4. BALDWIN, NEW YORK FOR THE PURPOSE OF HOLDING THE GRAND BALDWIN FESTIVAL ON OCTOBER 1, 2022. (RAINDATE OCTOBER 2, 2022).

WHEREAS, the Baldwin Council Against Drug Abuse, P.O. Box 55, Baldwin, New York 11510 Attention: Claudia Rotondo, has requested to use Town of Hempstead Parking Field BA-4, Baldwin, New York for the purpose of holding the Grand Baldwin Festival (the "Festival") on October 1, 2022 (Raindate October 2, 2022); 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 Baldwin Council Against Drug Abuse to use Town of Hempstead Parking Field BA-4, Baldwin, New York for the purpose of holding the Festival; and be it further

RESOLVED, that in conducting said activity, the Baldwin Council Against Drug Abuse shall comply with the provisions of the Code of the Town of Hempstead.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 13

Case # 10915

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution

And moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING PERMISSION GRANTED TO THE CEDARMORE CORPORATION, FREEPORT, NEW YORK TO USE TOWN OF HEMPSTEAD PARKING FIELD BA-12, BALDWIN, NEW YORK FOR THE PURPOSE OF HOLDING A FARMERS MARKET JULY 16, JULY 23, JULY 30, AUGUST 6, AUGUST 13, AUGUST 20, AUGUST 27, SEPTEMBER 3, SEPTEMBER 10, SEPTEMBER 17, SEPTEMBER 24, OCTOBER 1, OCTOBER 8, OCTOBER 15, OCTOBER 22 AND OCTOBER 29, 2022.

WHEREAS, The Cedarmore Corporation, 161 Lakeview Avenue, Freeport, New York 11520 Attention: Bishop Frank A. White, Chief Executive Officer had requested to use Town of Hempstead Parking Field BA-12, Baldwin, New York for the purpose of holding a Farmers Market July 16, July 23, July 30, August 6, August 13, August 20, August 27, September 3, September 10, September 17, September 24, October 1, October 8, October 15, October 22 and October 29, 2022 (the "Market"); 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 Cedarmore Corporation, 161 Lakeview Avenue, Freeport, New York 11520 Attention: Bishop Frank A. White, Chief Executive Officer to use Town of Hempstead Parking Field BA-12, Baldwin, New York for the purpose of holding the Market July 16, July 23, July 30, August 6, August 13, August 20, August 27, September 3, September 10, September 17, September 24, October 1, October 8, October 15, October 22 and October 29, 2022 is hereby ratified and confirmed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

13

Case #

20915

CASE NO.

RESOLUTION NO.

Adopted

Offered the following resolution

And moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING PERMISSION GRANTED TO DARE TO DREAM PERFECTION, INC., ELMONT, NEW YORK TO USE TOWN OF HEMPSTEAD PARKING FIELD E-7, ELMONT, NEW YORK FOR THE PURPOSE OF HOLDING THE ANNUAL PERFECTION DANCE CENTER CARNIVAL ON JULY 2, 2022.

WHEREAS, Dare to Dream Perfection, Inc. , c/o Petra Brathwaite, 17 Village Avenue, Elmont, New York 11003 had requested permission to use Town of Hempstead Parking Field E-7, Elmont, New York for the purpose of holding the annual Perfection Dance Center Carnival on July 2, 2022 (the "Carnival"); 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 Dare to Dream Perfection, Inc., c/o Petra Brathwaite, 17 Village Avenue, Elmont, New York 11003 to use Town of Hempstead Parking Field E-7, Elmont, New York for the purpose of holding the Carnival on July 2, 2022 is hereby ratified and confirmed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES

Item # 13

Case # 20915

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution
and moved its adoption as follows:

RESOLUTION AUTHORIZING THE DEPARTMENT OF BUILDINGS TO ISSUE A BUILDING PERMIT WITH A FEE "CAP" AND ALL ASSOCIATED APPLICATIONS, OPEN PERMITS, CERTIFICATES AND BOARD OF ZONING APPEALS FEES IN CONNECTION WITH BUILDING PERMIT APPLICATION NOS. 20-17156 AND 20-17158 FOR MASJID AL-RASHEED FOR SPECIAL EXEMPTION FOR PROPOSED CHANGE OF OCCUPANCY FROM RETAIL TO RELIGIOUS USE (MOSQUE) INCLUDING ASSOCIATED INTERIOR ALTERATIONS AND VARIANCE FOR OFF-STREET PARKING AT THE PREMISES LOCATED AT 1850 GRAND AVENUE, BALDWIN, TOWN OF HEMPSTEAD, and COUNTY OF NASSAU, NEW YORK.

WHEREAS, Masjid Al-Rasheed has filed Building Permit Application Nos. 20-17156 and 20-17158 with the Department of Buildings of the Town of Hempstead for special exemption for proposed change of occupancy from retail to religious use (mosque) including associated interior alterations and variance for off-street parking at the premises located at 1850 Grand Avenue, Baldwin, NY; and

WHEREAS, the Masjid Al-Rasheed has requested consideration for an exemption from payment of full fees in connection with Building Permit Application Nos. 20-17156 and 20-17158 and all associated applications, open permits, certificates and Board of Zoning appeals fees; and

WHEREAS, this Town Board deems it to be in the public interest for an exemption from payment of full fees in connection with Application Nos. 20-17156 and 20-17158;

NOW, THEREFORE, BE IT

RESOLVED, that a fee "cap" of \$500.00 is hereby fixed regarding Building Permit Application Nos. 20-17156 and 20-17158 and all associated applications, open permits, certificates and Board of Zoning appeals fees for special exemption for proposed change of occupancy from retail to religious use (mosque) including associated interior alterations and variance for off-street parking at the premises located at 1850 Grand Avenue, Baldwin, ny.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

14

Case #

10315

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution
and moved its adoption as follows:

RESOLUTION AUTHORIZING THE DEPARTMENT
OF BUILDINGS TO ISSUE A BUILDING PERMIT
WITH A FEE "CAP" AND ALL ASSOCIATED APPLICATIONS,
OPEN PERMITS, CERTIFICATES AND BOARD OF ZONING
APPEALS FEES IN CONNECTION WITH BUILDING PERMIT
APPLICATION NOS. 21-5675, 21-5676, AND 21-5677 FOR
THE OCEANSIDE LIBRARY FOR OFF-STREET PARKING,
ADDITION AND ALTERATIONS TO EXISTING LIBRARY,
AND 6 FOOT PVC FENCE AT THE PREMISES LOCATED AT
30 DAVISON AVENUE, OCEANSIDE, TOWN OF
HEMPSTEAD, and COUNTY OF NASSAU, NEW YORK.

WHEREAS, the Oceanside Library has filed Building Permit Application
Nos. 21-5675, 21-5676, and 21-5677 with the Department of Buildings of the
Town of Hempstead for off-street parking, addition and alterations to existing
library, and 6 foot PVC fence at the premises located at 30 Davison Avenue,
Oceanside, NY; and

WHEREAS, the Oceanside Library has requested consideration for an
exemption from payment of full fees in connection with Building Permit
Application Nos. 21-5675, 21-5676, and 21-5677 and all associated applications,
open permits, certificates and Board of Zoning appeals fees; and

WHEREAS, this Town Board deems it to be in the public interest for an
exemption from payment of full fees in connection with Application Nos. 21-5675,
21-5676, AND 21-5677;

NOW, THEREFORE, BE IT

RESOLVED, that a fee "cap" of \$500.00 is hereby fixed regarding Building
Permit Application Nos. 21-5675, 21-5676, AND 21-5677 and all associated
applications, open permits, certificates and Board of Zoning appeals fees for off-
street parking, addition and alterations to existing library, and 6 foot PVC fence at
the premises located at 30 Davison Avenue, Oceanside, NY.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

15

Case #

10315

CASE NO:

RESOLUTION NO:

Adopted:

offered the following resolution
and moved its adoption as follows:

RESOLUTION AUTHORIZING THE DEPARTMENT OF BUILDINGS TO ISSUE A BUILDING PERMIT WITH A FEE "CAP" AND ALL ASSOCIATED APPLICATIONS, OPEN PERMITS, CERTIFICATES AND BOARD OF ZONING APPEALS FEES IN CONNECTION WITH BUILDING PERMIT APPLICATION NO. 22-5181, FOR THE OCEANSIDE FIRE DISTRICT FOR AN ADDITION TO EXISTING TRAINING TOWER LOCATED AT THE PREMISES LOCATED AT 88 MOTT STREET, OCEANSIDE, TOWN OF HEMPSTEAD, and COUNTY OF NASSAU, NEW YORK.

WHEREAS, the Oceanside Fire District has filed Building Permit Application No. 22-5181 with the Department of Buildings of the Town of Hempstead for an addition to existing training tower at the premises located at 88 Mott Street, Oceanside, NY; and

WHEREAS, the Oceanside Fire District has requested consideration for an exemption from payment of full fees in connection with Building Permit Application No. 22-5181 and all associated applications, open permits, certificates and Board of Zoning appeals fees; and

WHEREAS, this Town Board deems it to be in the public interest for an exemption from payment of full fees in connection with Application No. 22-5181;

NOW, THEREFORE, BE IT

RESOLVED, that a fee "cap" of \$500.00 is hereby fixed regarding Building Permit Application No. 22-5181 and all associated applications, open permits, certificates and Board of Zoning appeals fees for an addition to existing training tower at the premises located at 88 Mott Street, Oceanside, NY.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

16

Case #

10315

CASE No.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING A MODIFICATION TO
THE T-MOBILE EQUIPMENT AT THE WIRELESS
COMMUNICATION FACILITY LOCATED AT
GREENFIELD CEMETERY, IN UNIONDALE.**

WHEREAS, the Town of Hempstead is the owner of a certain parcel of real property known as Greenfield Cemetery, in Uniondale, New York, the ("Demise Premise") a portion of which is leased to Crown Atlantic Company LLC ("Crown Castle"); and

WHEREAS, Crown Castle maintains a monopole for the location of telecommunications on the Demised Premise; and

WHEREAS, Crown Castle has requested that the Town of Hempstead consent to a modification of antenna and ancillary equipment belonging to T-Mobile (a copy of the lease and request for consent are annexed to this resolution); and

WHEREAS, T-Mobile intends to modify its equipment in order to better serve the public and minimize the number of towers in an area where this property is located; and

WHEREAS, the lease requires the consent of the Town to any modification, which consent may not be unreasonably withheld conditioned or delayed:

NOW, THEREFORE, BE IT

RESOLVED, the Town consents to the modification of the T- Mobile antenna and ancillary equipment, on the Crown Castle monopole located within Greenfield Cemetery.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NAYS:

Item #

13

Case #

27890



6191 N State Highway 161, Suite
200
Irving, TX 75038

Email: JJ.Jordan@crowncastle.com
www.crowncastle.com

May 4, 2022

TOWN OF HEMPSTEAD
1 WASHINGTON STREET
DEPT.GEN.SERV.-HEMPSTEAD TOWN HALL
C/O BOB MURPHY
HEMPSTEAD, NY 11550

Re: BU 806334 / "NY GREENFIELD CEMETERY 958642" / GREENFIELD CEMETERY GREENWICH STREET, UNIONDALE, NY 11553- ("Site") Agreement for communications facility, dated July 14, 1998, as it may have been amended and assigned ("Lease") Consent for modifications.

Dear TOWN OF HEMPSTEAD,

In order to better serve the public and minimize the number of towers in an area where this property is located, T-Mobile intends to modify its equipment at the wireless communication facility (the "Modification").

Under the Lease, Landlord's consent cannot be unreasonably withheld, conditioned or delayed. Please provide your consent on or before May 27, 2022 by signing below and returning to JJ.Jordan@crowncastle.com so that we may install T-Mobile's equipment as permitted under the Lease.

If you have any questions concerning this request, please contact JJ Jordan at or JJ.Jordan@crowncastle.com

Sincerely,

Agreed and accepted _____
(Date)

JJ Jordan
Real Estate Specialist

(Lessor's signature)

(Lessor's name and title)

P.S. Please indicate below if you are interested in learning more about removing the obligation for you to sign these consent letters and receive a notice letter instead.

(check here) Yes, I'm interested in learning more.



TOWN OF HEMPSTEAD
DEPARTMENT OF BUILDINGS

AFFIDAVIT OF PROPERTY OWNER

STATE OF NEW YORK
COUNTY OF NASSAU

Sworn Statement

SUBJECT PROPERTY ADDRESS: 3320 Beltagh Avenue, Wantagh, NY

(PRINT NAME) _____ being duly sworn,

deposes and says: That he/she resides at _____, NY

in the Hamlet of _____ in the State of New York, that he/she is the
representative of the owner in fee of all that certain lot, piece or parcel of land shown on the
diagram above, situate, lying and being within the unincorporated area of the Town of
Hempstead, that the work proposed to be done upon the said premises will be done in
accordance with the approved application and accompanying plans, and he/she hereby
authorizes:

(NAME OF APPLICANT): T-Mobile

to make application for a permit to perform said work in the foregoing application and
accompanying plans, and all the statements herein contained are true to deponent's own
knowledge.

Email Address _____

Owner Signature _____

Sworn to before me this _____ day of _____ 20____

Notary Public Signature

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE ("First Amendment"), dated June __, 200 __, between THE TOWN OF HEMPSTEAD, a municipal corporation of the State of New York, with its principal offices located at Hempstead Town Hall, Town Hall Plaza, 1 Washington Street, Hempstead, New York, (hereinafter referred to as "Landlord"), and CROWN ATLANTIC COMPANY LLC, a limited liability company, having an address at 375 Southpointe Boulevard, Canonsburg, PA 15317 (hereinafter referred to as "Tenant").

WITNESSETH:

WHEREAS, Landlord and New York SMSA Limited Partnership ("Bell Atlantic Mobile") entered into that certain Lease Agreement ("Original Lease"), dated July 14, 1998, with respect to installing a communications facility, and related equipment and improvements, on a portion of that certain property ("Property") located at Greenfield Cemetery, Greenwich Street, Uniondale, New York 11772. Unless otherwise expressly defined herein, all capitalized terms used herein shall have the meanings set forth in the Original Lease. Pursuant to the Original Lease, Tenant's Leased Premises currently consists of approximately 1,309 square feet ; and

WHEREAS, Bell Atlantic Mobile assigned its interest to Tenant on March 31, 1999, and Tenant and Landlord desire to amend the Original Lease to, among other things, increase Tenant's leased premises in order to have additional space for the equipment of other users of communications facility in addition to Bell Atlantic Mobile.

NOW, THEREFORE, in consideration of the foregoing, which is hereby incorporated herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The first sentence of Paragraph 1 of the Original Lease is hereby amended by deleting said sentence and inserting the following the following sentence in lieu thereof to reflect that the Leased Premises shall consist of approximately 2,687 square feet:

"1. Premises: Landlord hereby leases to Tenant and Tenant hereby leases from Landlord that certain parcel of property ("Leased Premises") located at the Greenfield Cemetery, Greenwich Street, Uniondale, New York and consisting of approximately 2,687 square feet, as shown on Exhibit A-1 attached hereto and made a part hereof."

2. Paragraph 2(b) of the Original Lease is hereby amended for clarification by deleting the paragraph in its entirety and inserting the following in its place thereof:

"In connection with its use, Tenant shall have the right to construct and install a 102 foot monopole with antennas, equipment shelters and related equipment (hereinafter referred to as the "Wireless Communication Facility")."

3. Paragraph 12 of the Original Lease is hereby amended by deleting the paragraph in its entirety and inserting the following in place thereof:

"12. **Additional Rent:** Notwithstanding anything stated in this Lease to the contrary, Tenant shall have the right, without the necessity of obtaining Landlord's consent, to sublet or license space on the Wireless Communication Facility in the Leased Premises to add antennas thereon and related equipment for communication providers other than Bell Atlantic Mobile (hereinafter each such provider other than Bell Atlantic Mobile is referred to as a "Tenant's Licensee"). Tenant's Licensee shall be responsible for complying with all necessary zoning approvals for its installation. In the event Tenant elects to sublet or otherwise allow the Tenant's Licensee to install its antennas on Tenant's antenna structure and the Tenant's Licensee requires a portion of the Property (other than the Leased Premises) for its equipment, Landlord may, at its option, provide such portion to such Tenant's Licensee and Landlord shall be entitled to negotiate independently for rental of such portion, and such rental shall be its sole compensation for such sublet or use. In the event that Tenant elects to sublet or otherwise allow Tenant's Licensee to install its antennas and equipment at the Leased Premises and the Tenant's Licensee shall not require use of any other portion of the Property from Landlord, Tenant shall pay the Landlord twenty-five percent (25%) of the rental due to Tenant under its agreement with Tenant's Licensee, during the period Tenant's agreement with Tenant's Licensee is in effect. Tenant's payments shall be paid on a monthly basis, and shall terminate when the agreement between the Tenant's Licensee and Tenant is terminated for any reason. The Tenant shall have the sole right to determine whether it will sublet, license or allow the use of any space at the Leased Premises for the purposes herein. Tenant shall require each of Tenant's Licensees to comply with Section 5 herein in the same manner as Tenant is so required to comply, and any default of Tenant's Licensee shall in no event constitute a default by Tenant under the terms of this Agreement. Notwithstanding anything stated in this Agreement, Landlord shall not be entitled to any reimbursement Tenant may receive for capital costs associated with the Wireless Communication Facility."

4. Paragraph 20 of the Original Lease is hereby amended by deleting the address for Tenant and inserting the following address in place thereof:

TENANT: CROWN ATLANTIC COMPANY LLC
c/o Crown Communication Inc.
375 Southpointe Boulevard
Canonsburg, Pennsylvania 15317
Attn: Legal Department

with a copy to:
Crown Atlantic Company LLC
1200 MacArthur Boulevard
Mahwah, New Jersey 07495
Attn: Site Acquisition Manager

5. Paragraph 27 of the Original Lease is hereby amended by inserting the following at the end of the sentence thereof:

"but a memorandum of this Lease may be recorded at Tenant's request and at Tenant's sole expense."

6. This First Amendment shall be binding upon and inure to the benefit of the successors, assigns, heirs, sublessees, licensees and representatives of the parties hereto, and shall be construed, interpreted and governed by the laws of the State of New York.

7. This First Amendment is not intended to benefit any other persons or entities except the named parties hereto, and no other person or entity shall claim or be entitled to any rights hereunder by virtue of so-called "third party beneficiary rights".

8. In the event that any one or more of the provisions contained in this First Amendment shall be held to be invalid, illegal, or unenforceable in any respect, the validity, illegality or enforceability of the remaining provisions contained herein shall not, in any way, be affected or impaired.

9. Except as expressly modified hereby, the Original Lease, shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed as of the date first above written.

Landlord:
TOWN OF HEMPSTEAD

By: Richard V. Guardino, Jr.
Name: Richard V. Guardino, Jr.
Title: Supervisor

Tenant:
CROWN ATLANTIC COMPANY LLC

BY: Robert C. Ackerman
Name: Robert C. Ackerman
Title: Vice President / General Manager

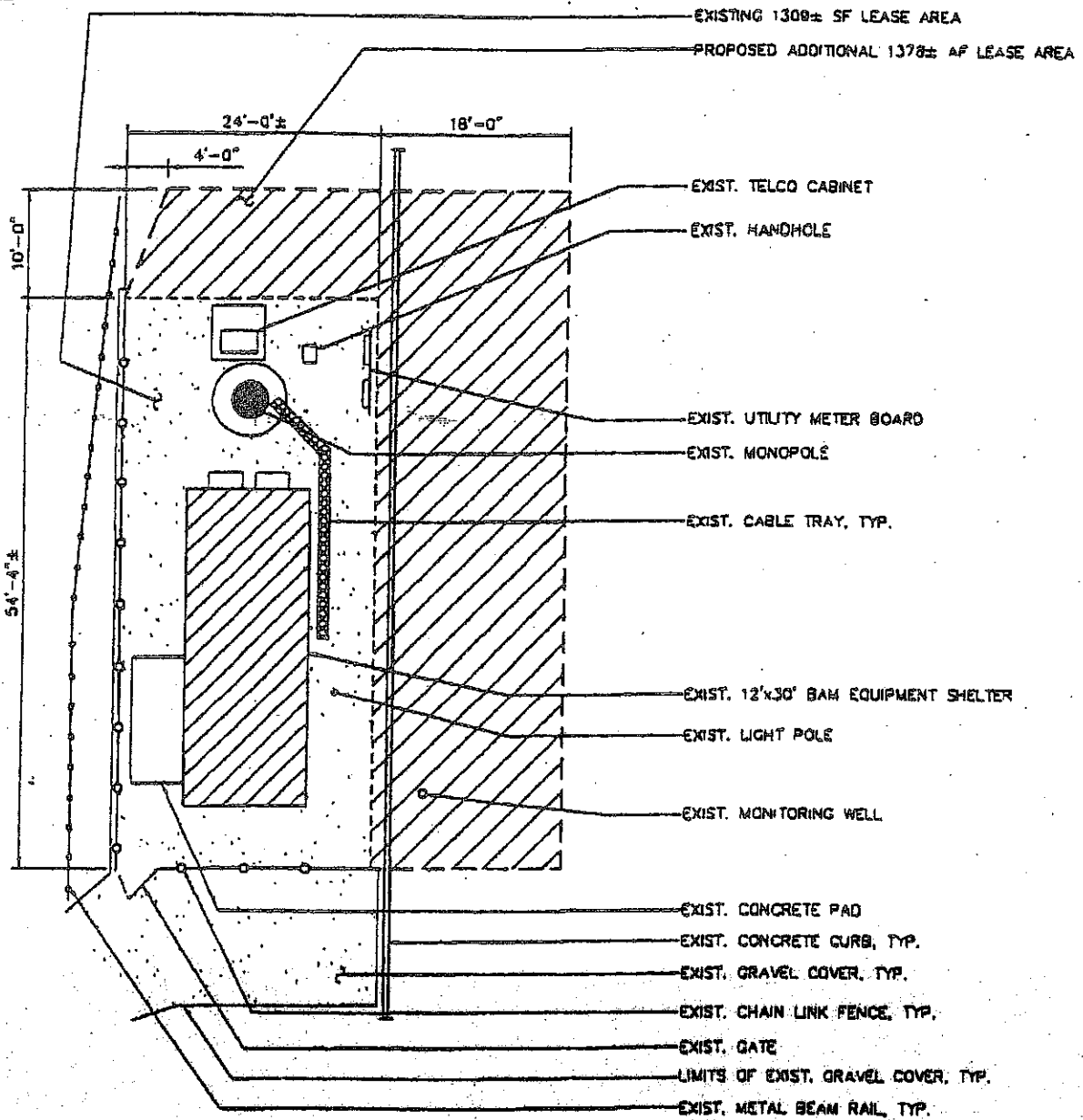
Approved: [Signature]
Executive Assistant

APPROVED

By KE Date 6/13/01 Recommended By [Signature]
Date 6-26-01 Commissioner of General Services

Approved as to form [Signature]
Linda M. Berger
Deputy Town Attorney
Dated 6/26/01

EXHIBIT A-1



COMPOUND PLAN
 SCALE: 1/18"=1'-0"

NOTES:

- 1.) THIS EXHIBIT IS FOR LEASING PURPOSES ONLY. ALL INFORMATION SHOWN HEREON IS SCHEMATIC AND CONCEPTUAL.
- 2.) EXACT LOCATION, LAYOUT AND DETAILS OF PROPOSED FEATURES TO BE DETERMINED DURING FINAL DESIGN AND WILL BE SHOWN ON THE CONSTRUCTION DRAWINGS.
- 3.) ELECTRIC AND TELCO ROUTING TO BE DETERMINED AND WILL BE SHOWN ON

| Nb. | DATE | ISSUES & REVISIONS DESCRIPTION(S) |
|-----|----------|-----------------------------------|
| 1 | 11/09/99 | ISSUED FOR REVIEW |

O'Dea & Associates PC
 CONSULTING ENGINEERS
 INC. • ELECTRICAL • PLUMBING • FIRE PROTECTION • STRUCTURAL • MECHANICAL

50 Broadway, Hawthorne, NY 10832
 (914) 747-2800 • (212) 425-8738
 Fax (914) 747-0433

Lindain Centre II, Suite 1000
 3430 LBJ Freeway, Dallas, TX 75246
 (972) 881-9470 • Fax (972) 881-9471

SITE: Uniondale
 Greenfield Cemetery
 Hempstead, New York

LEASE EXHIBIT

DWG. NO.
LE-1
 11/9/99

CASE NO. 25897

RESOLUTION NO. 630-2001

Adopted: JUNE 19, 2001

Councilman Kearney offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE SUPERVISOR TO EXECUTE AN AMENDMENT TO THE EXISTING LEASE BETWEEN THE TOWN OF HEMPSTEAD AND CROWN ATLANTIC COMPANY LLC WITH RESPECT TO TOWN OWNED PROPERTY LOCATED AT GREENFIELD CEMETERY, IN UNIONDALE, SUBJECT TO PERMISSIVE REFERENDUM.

WHEREAS, the Town of Hempstead is the owner of a certain parcel of real property known as Greenfield Cemetery, in Uniondale, New York; and

WHEREAS, pursuant to Resolution No. 700-1998, the Town of Hempstead entered a lease, dated July 14, 1998, with New York SMSA Limited Partnership d/b/a Bell Atlantic Mobile, ("Bell Atlantic Mobile"), with offices at 180 Washington Valley Road, Bedminster, New Jersey, with respect to an approximate 52 foot by 24 foot portion of property within Greenfield Cemetery for the construction, installation, maintenance, repair and operation of radio, transmitting and receiving equipment; and

WHEREAS, pursuant to Resolution No. 212-1999, the Town of Hempstead executed a letter agreement consenting to the assignment of the aforesaid lease from Bell Atlantic Mobile to Crown Atlantic Company LLC, with offices at 375 Southpointe Boulevard, Canonsburg, Pennsylvania.

WHEREAS, the Town of Hempstead was advised by the Tenant, Crown Atlantic Company LLC, ("Tenant"), and the Tenant has requested that the Town of Hempstead consent to an amendment of the aforesaid lease calling for additional lease space and authorization to Tenant to sublet to other carriers besides Bell Atlantic Mobile, for which Landlord shall receive additional compensation in the amount of 25% of the rental due on such sublet; and

WHEREAS, the Town Attorney has reviewed the proposed amendment and has found it to be in proper form; and

WHEREAS, the amending of the lease between the Town of Hempstead and Tenant, would be in the public interest.

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor be and he hereby is authorized to execute the amendment of the aforesaid lease calling for additional lease space of approximately 1400 square feet, to be provided to Tenant for use by other carriers, besides Bell Atlantic Mobile, for which Landlord

shall receive additional compensation, with respect to Greenfield Cemetery, and known as Section 36, Block 468, and Lot 44 on the Land and Tax Map of Nassau County, and except as provided herein, the lease dated July 14, 1998 is continued in full force and effect.

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 of the State of New York, 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: SEVEN (7)

NOES: NONE (0)

STATE OF NEW YORK }
COUNTY OF NASSAU } ss.:
TOWN OF HEMPSTEAD }

I do hereby certify that I have compared the annexed copy of Resolution No. 630-2001 (Two Pages) Adopted by the Town Board on June 19, 2001 with the original, on file in the office of the Town Clerk of the Town of Hempstead, and that the same is a true and correct copy of said original and of the whole thereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the official seal of the Town of Hempstead on this day of June 20, 2001.



DANIEL M. FISHER, JR., Town Clerk

Felice Annunzi

.....
Deputy Town Clerk

MEMORANDUM OF ASSIGNMENT

This Memorandum of Assignment is entered into by and between NEW YORK SMSA LIMITED PARTNERSHIP, a New York Limited Partnership ("Assignor"), with an office c/o Bell Atlantic Mobile, 180 Washington Valley Road, Bedminster, NJ, 07921 and CROWN ATLANTIC COMPANY LLC, a Delaware limited liability company with an office at 510 Bering, Suite 500, Houston, TX, 77057 ("Assignee").

1. Assignor (as lessee, assignee, or grantee) entered into a lease agreement or other instrument ("Agreement") with the owner, lessor, or grantor (the "Property Owner") both as referred to or indicated on Exhibit "A" attached hereto (the "Exhibit"), which conveyed or created an interest in such land and/or improvements ("Property") of the Property Owner as described in, indicated by or referenced in the deed or document recorded at the recording reference (book and page) stated in the Exhibit of the applicable land records for the jurisdiction in which the Property is located, as also stated in the Exhibit, in the State of New York. The date of the Agreement and the term of the Agreement, including the number of renewal terms, is indicated in the Exhibit. The Agreement conveys a portion of the Property to Assignor (the "Premises") as described in the Agreement.
2. Assignor and Assignee entered into an assignment instrument ("Assignment") on the 31st day of March, 1999, whereby Assignor transferred, assigned and conveyed its interest in the Agreement to Assignee. To the extent a consent of Property Owner to such Assignment was required by the Agreement, Assignor has obtained such consent. By virtue of the Assignment, Assignee has succeeded to all rights and obligations of the Assignor under the Agreement. The terms, covenants and provisions of the Agreement extend to and are binding upon the respective successors and assigns of Assignor and Assignee. Copies of the Assignment and the Agreement are on file in the offices of Assignor and Assignee.
3. This Memorandum of Assignment is intended to give record notice of both the Agreement (to the extent record notice was not previously provided) and the Assignment and of the rights created thereby, all of which are hereby ratified and confirmed in all respects by the parties hereto.


IN WITNESS WHEREOF, the parties have executed this Memorandum of Assignment.


[remainder of page intentionally
left blank; signature pages
for both Assignor and Assignee follow]

NY/NNJ

ASSIGNOR:

New York SMSA Limited Partnership
by Celco Partnership
its managing general partner,
by Bell Atlantic Mobile, Inc.
its managing general partner


Witness

By: 
Name: David H. Benson
Title: Vice President and Chief Financial Officer

[remainder of page intentionally
left blank; Assignee's
signature appears on page 3]

Memorandum of Assignment-4
Page 1 of 3

ASSIGNEE:

CROWN ATLANTIC COMPANY LLC

By: 

John P. Kelly

Title: Executive Vice President

[remainder of page intentionally
left blank; notary blocks
for both Assignor and Assignee follow]

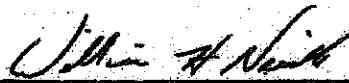
INDIVIDUAL ACKNOWLEDGMENT

State of New Jersey

County of Somerset

On this 22nd day of March, 1999, before me appeared David H. Benson, to me personally known, who, being by me duly sworn, did say that he is Vice President and Chief Financial Officer for Bell Atlantic Mobile, Inc., a corporation, managing general partner of Celco Partnership, managing general partner of New York SMSA Limited Partnership, and that said instrument was signed on behalf of said corporation, partnership and limited partnership, and said David H. Benson, acknowledged said instrument to be his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said county and state of the day and year last above written.



Notary Public

My commission expires:

WILLIAM H. NEVILLE
NOTARY PUBLIC OF NEW JERSEY
My Commission Exp. April 22, 2001



COMMONWEALTH OF PENNSYLVANIA

:
:
:

§§

COUNTY OF WASHINGTON

CORPORATE ACKNOWLEDGMENT

On this 25 day of March 1999, before me, the subscriber, a Notary Public, in and for the Commonwealth of Pennsylvania, personally appeared John P. Kelly, Executive Vice President of Crown Atlantic Company LLC, a Delaware limited liability company, and in due form of law acknowledged that he is authorized on behalf of said limited liability company to execute all documents pertaining hereto and acknowledged to me that he executed the same as his voluntary act and deed on behalf of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal in said County and Commonwealth of the day and year last above written.

Tammy M. Sowers
Notary Public

My Commission Expires:

Notarial Seal
Tammy M. Sowers, Notary Public
Caronsburg Boro, Washington County
My Commission Expires Apr. 22, 2002
Member, Pennsylvania Association of Notaries

Exhibit A

Site Name NY GREENFIELD CEMETERY (BAM)

Location

Site Address 1: GREENFIELD CEMETERY

Site Address 2: GREENWICH STREET

County: NASSAU

Lot/Block (if available): LOT 44/BLOCK 468

Tax Map (if available): SECTION 36

Property Owner

Name: TOWN OF HEMPSTEAD

Address 1: HEMPSTEAD TOWN HALL, TOWN HALL PLAZA

Address 2: 1 WASHINGTON STREET

City, State, Zip: HEMPSTEAD NY, 11550-

Title acquired by deed or other
conveyance instrument recorded
in: (Deed/Book/Vol) _____

Lease Agreement (or other instrument)

Agreement Date: 7/14/98

Initial Term Expiration: 6/11/03

Renewal Terms: 4/5 YR

© Bell Atlantic Mobile
180 Washington Valley Road
Bedminster, NJ 07921



January 25, 1999

To: Town of Hempstead
Department of General Services
250 Front Street
Hempstead, NY 11550
Attn: Commissioner

Re: NY GREENFIELD CEMETERY (BAM)
Agreement for communications facility, dated July 14, 1998, between Town of
Hempstead, as landlord, and New York SMSA Limited Partnership, as tenant

Dear Sir or Madam:

Bell Atlantic Mobile ("BAM") and Crown Castle International Corp., one of the preeminent tower management companies in the industry, have agreed to form a joint venture tower company (the "Venture"). Accordingly, BAM intends to transfer all of its right, title, interest and obligation in the above-described Site, including the above-described Agreement and any amendments thereto (collectively the "Agreement"), to the Venture, which will become the other party to it. The Venture will be operating and managing over a thousand towers using professionals experienced in the management of towers and related real estate.

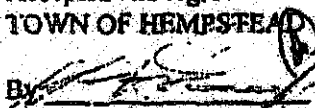
BAM will continue to use the Site as it currently does. The Venture is not seeking to modify any existing rights with respect to the premises enjoyed by BAM. Upon closing of the transaction described above, the Venture will become responsible for all of BAM's obligations under the lease and accept all payments. Shortly before the closing you will receive a follow-up letter providing contact and address information.

By this letter, BAM requests your consent to the assignment of all of BAM's right, title, interest and obligation to the Agreement (including the premises described therein) in connection with the transfer. Please indicate your consent by executing this letter in the space provided below where indicated and returning the same to my Westchester office at Snyder & Snyder, 6 Avery Court, White Plains, NY 10604 in the enclosed self-addressed stamped envelope. If you have any questions, please contact the undersigned at 914-948-9700.

Very truly yours,

Leslie J. Snyder
Attorney for Bell Atlantic Mobile

Accepted and Agreed:
TOWN OF HEMPSTEAD

By 
Authorized Signatory

Recommended By 
Date 2-4-99 Commissioner of General Services

RECEIVED AS TO LETTER
THIS DATE BY TOWN ATTORNEY

COUNCIL MEMBERS:
PATRICK A. ZAGARINO
JOSEPH J. KEARNEY
CURTIS S. FISHER
ANTHONY J. SANTINO
JOSEPH J. RA
LINDA REED

DANIEL M. FISHER, JR.
TOWN CLERK

ANGIE M. CULLIN
RECEIVER OF TAXES

TOWN OF HEMPSTEAD
OFFICE OF THE TOWN ATTORNEY

1 WASHINGTON STREET, HEMPSTEAD, N.Y. 11550-4923
(516) 489-5000
FAX (516) 489-5150



RICHARD V. GUARDINO, JR.
SUPERVISOR

March 25, 1999

Leslie J. Snyder, Esq.
Snyder & Snyder
6 Avery Court
White Plains, New York 10604

Re: New York SMSA Limited Partnership d/b/a/ Bell Atlantic
Mobile and Town of Hempstead
Greenfield Cemetery
Nassau Road, Uniondale, New York
TA-15005/98-1

Dear Ms. Snyder:

Enclosed please find a certified copy of the executed letter agreement
consenting to the assignment of the above lease to the "Venture" to be known as
Crown Atlantic Company LLC.

Very truly yours,

PHILIP R. MARINO
Chief Deputy Town Attorney

By *Linda M. Garger*
Linda M. Garger
Deputy Town Attorney

LMG/dm
Enclosure

NY GREENFIELD CEMETERY

LEASE SUPPLEMENT

(Formation Agreement Properties)

This Lease Supplement ("Supplement"), made this 31st day of March, 1999 between CROWN ATLANTIC COMPANY LLC with its principal office located at 510 Bering Drive, Suite 500, Houston, Texas 77057, hereinafter designated LESSOR and NEW YORK SMSA LIMITED PARTNERSHIP, with its principal office at c/o Bell Atlantic Mobile, 180 Washington Valley Road, Bedminster, New Jersey 07921, hereinafter designated LESSEE.

1. This Supplement is a Supplement as referenced in that certain Global Lease Agreement between Crown Atlantic Company LLC and Celco Partnership, dated March 31, 1999 ("Agreement"). All of the terms and conditions of the Agreement are incorporated hereby by reference and made a part hereof without the necessity of repeating or attaching the Agreement. In the event of a contradiction, modification or inconsistency between the terms of the Agreement and this Supplement, the terms of this Supplement shall govern. Capitalized terms used in this Supplement shall have the same meaning described for them in the Agreement unless otherwise indicated herein.

2. The Property leased by the LESSOR to the LESSEE hereunder is described as follows:

Being part of the premises located at Greenwich Street, Uniondale, in the Town of Hempstead, County of Nassau, State of New York, and more particularly described on Exhibits 1 and 2 attached hereto and made a part hereof, together with such rights of access and ingress and egress as set forth in the Agreement; and such rights of way, easement or paths (i) presently utilized by Lessee or depicted on Exhibit 2 to be used by Lessee for utilities, grounding and/or similar connections in regard to the use of Lessee's equipment, improvements, appurtenances and/or operations at the Property, and/or (ii) associated with the construction, maintenance and/or operation of Lessee's Communications Facility or facilities or uses incidental thereto, as authorized by the Agreement. Exhibit 1 sets forth the location on the tower of the Lessee's equipment, together with the number and type of antennas, length and width of cables and size of equipment area.

Notwithstanding anything to the contrary in this Supplement or in the Agreement, LESSEE shall have the right, without additional payment or compensation in excess of that provided for in Paragraph 5 hereof, to relocate its antennas and other equipment to an alternate location on such tower, provided, however, that such space is available and the said relocation does not create measurable interference to current tenants on the tower. Lessee will be responsible for all costs and expenses incurred by it to relocate the equipment. Upon such relocation, the description of the Property shall be amended to reflect the new location.

3. In the event an Exhibit 2 is attached hereto describing the Property, the LESSEE shall have the right at LESSEE's option, to survey the Property and said survey shall then become Exhibit 3 which shall be attached hereto and made a part hereof and shall control in the event of any discrepancies between it and Exhibit 2. The cost for such work shall be borne by the LESSEE.

4. The term of this Supplement shall be as set forth in Paragraphs 4 and 5 of the Agreement.

5. The rental for the first year of the initial term pursuant to this Supplement shall be due at an annual rental of Twenty Seven Thousand Nine Hundred One Dollars (\$27,901.00) to be paid in equal monthly installments on the first day of the month, in advance, to or to such other person, firm or place as the LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date. The Commencement Date is defined as the first (1st) day of the month in which this Supplement is executed by all parties or the first (1st) day of the month in which LESSEE is granted a building permit by the governmental agency charged with issuing such permits, whichever event occurs last. On each anniversary of the commencement date during the initial term, the annual rent shall be increased as set forth on Schedule A of the Agreement.

6. On each anniversary of the commencement date during the extension terms, the annual rate shall be increased as set forth on Schedule B of the Agreement.

7. For LESSEE sites which are not "sectorized" (e.g., sites where LESSEE's equipment consists of omnidirectional antennas: The rates defined in Paragraph 5 & 6 above provide LESSEE with the right, at no additional cost, to convert each omni site to a 3 sectored site at LESSEE's current location on the tower or at an alternate location on the tower specified by LESSEE, provided that the specified location is available and that the placement of antennas at this specified location does not interfere with other existing tenants on said tower. For LESSEE sites which do not currently include a GPS antenna: The rates defined in Paragraphs 5 & 6 above provide LESSEE with the right, at no additional cost, to add one (1) GPS antenna at a location on the tower specified by LESSEE, provided that the specific location is available and that the placement of antennas at this specified location does not interfere with other existing tenants on said tower. In the event the LESSEE exercises any of its rights pursuant to the foregoing sentence(s), the LESSEE shall provide to the LESSOR a revised Exhibit I showing the change in equipment, which revised Exhibit I shall amend and supersede, to the extent of any inconsistency, the existing Exhibit I. The foregoing right(s) are in addition to, and not in limitation or replacement of, any other rights LESSEE may have under this Supplement and the Agreement.

8: Exhibit 2 sets forth a description of LESSEE's property.

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

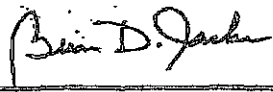
Signatures on the following pages.

D:\MSDATA\WFO\DATA\MSSELL\SUPP\GREENPIL.WFO

LESSOR:

CROWN ATLANTIC COMPANY LLC

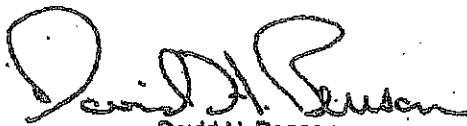
By:



Name: Brian D. Jacks
Title: President

**LESSEE: New York SMSA Limited Partnership
by Celco Partnership,
its managing general partner,
by Bell Atlantic Mobile, Inc.,
its managing general partner**

BY:



**David H. Benson
Vice President and Chief Financial Officer**

Site Name: NY GREENFIELD CEMETERY

EXHIBIT - 1
LEASE SUPPLEMENT

Height on Tower: 100 ft.

Number & Type of Antennas: (9) Directional
(1) GPS

Length & Width of Cable: 130' & 7/8"

Equipment area: 12' X 30'
360 sq. ft.

DATAWYDATABSITELOGSOPEN

EXHIBIT 2

THIS LEASE AGREEMENT ("LEASE"), made this 14th day of July, 1998, between the TOWN OF HEMPSTEAD, a municipal corporation, having its principal office at Hempstead Town Hall, Town Hall Plaza, 1 Washington Street, Hempstead, New York (hereinafter referred to as "Landlord") Federal I.D. No. and New York SMSA Limited Partnership d/b/a Bell Atlantic Mobile, Inc. having its office at 180 Washington Valley Road, Bedminster, New Jersey 07921 (hereinafter referred to as "Tenant").

WHEREAS, Landlord is the owner of certain property and improvements located in Greenfield Cemetery, and having a street address of Greenwich Street, ~~Uniondale~~ Uniondale, in the Town of Hempstead, County of Nassau, State of New York, and a Nassau County Tax Map No. Sec. 3 BLR. 46 Lot 4 ("Property");

WHEREAS, Tenant desires to use a portion of the Property, for the construction, installation, maintenance, repair and operation of radio transmitting and receiving equipment; and for other associated equipment and improvements in connection with its federally licensed wireless communications business ("Wireless Communication Facility").

NOW, THEREFORE, in consideration of the premises, obligations, terms and conditions hereinafter set forth and recited, both parties do hereby agree as follows:

W I T N E S S E T H:

Description and Use of Demised Premises

1. Premises: Landlord hereby leases to Tenant and Tenant hereby leases from Landlord that certain parcel of property (the leased premises) located at the Greenfield Cemetery, Uniondale Hempstead, New York and being described as a 52' x ²⁴~~42~~' parcel, containing 1250 square feet, as described on the Exhibit attached hereto. Subject to (a) zoning regulations and ordinances of the Town of Hempstead and other rules, regulations or requirements of any municipal or governing body having jurisdiction thereof.
2. Use of Premises: (a) Tenant shall have the right to use and occupy the Leased Premises for the following purposes: use for the construction, installation, maintenance, repair and operation of its Wireless Communication Facility.
(b) In connection with its use, Tenant shall have the right to construct and install its ^{102 foot monopole,} equipment shelter and up to ten (10) antennas. In the event Tenant desires to install more than ten (10) antennas, Tenant and Landlord shall mutually agree upon an additional charge per antenna. Initialing of the Exhibit shall be deemed as Landlord's approval of Tenant's monopole, / equipment room and antenna configurations, respectively.
(c) Tenant shall have the right to use whatever reasonable means it deems appropriate to install and operate the Wireless Communication Facility. Such work shall be performed in a good and workmanlike manner. Landlord

specifically acknowledges that in order for Tenant to install and operate the Wireless Communication Facility (and as a part thereof) it may run transmission lines from the equipment shelter to the antenna locations, run power from the main feed to the equipment shelter and run telephone lines from the main telephone entry point to the equipment shelter. Landlord agrees to allow Tenant to make all reasonably appropriate alterations to the Property in order to accomplish the above according to Tenant's plans and specifications ("Plans"), which Plans shall be submitted to Landlord for Landlord's review and approval, not to be unreasonably withheld or delayed (and in no event delayed beyond fifteen (15) days). After (i) acceptance of any Plans by Landlord or (ii) Landlord's failure to provide a written response to Tenant's proposed Plans within fifteen (15) days of their receipt by Landlord or (iii) Landlord's failure to provide a written response within five (5) days of receipt of Plans revised by Tenant after comment from Landlord, then the Plans shall become binding upon Landlord. When they are deemed approved, the Plans shall be incorporated in the Lease as the Exhibit.

(d) Tenant shall have the right, at its own expense to erect, construct or make any improvements, alteration or additions upon or to the Leased Premises for Tenant's use according to Tenant's Plans. If Tenant wishes to make subsequent improvements, alterations or additions, Tenant shall be entitled to do so with Landlord's consent, not to be unreasonably withheld or delayed (and in no event delayed beyond fifteen (15) days), upon submission of new plans to

Landlord. Landlord acknowledges that all Plans are the sole property of Tenant, that they may incorporate trade secrets or other confidential material and that they are provided to Landlord in confidence. Landlord shall not knowingly permit or suffer any person to copy or utilize the Plans for any purpose other than as provided in this Lease and shall return the Plans to Tenant promptly upon request.

(e) Tenant shall have the right to install, at its own cost and expense, a security fence consisting of chain link construction or similar comparable construction around the perimeter of the leased premises ~~with the prior written consent of the Landlord which consent shall be irrevocable for the term of the Lease and shall be in writing within fifteen days upon the submission of plans to the Landlord~~

f) All Tenant construction and installation of the Wireless Communication Facility shall be at Tenant's expense.

g) It is expressly understood that all rights granted to Tenant ~~Back to Landlord upon the expiration of the Lease~~ under this Lease are irrevocable until this Lease expires or sooner terminates as provided in this Lease.

3. Utilities: (a) Tenant, at its sole cost and expense, shall arrange for a separately metered electrical supply and shall

pay for all charges for electricity and other utilities consumed by Tenant.

(b) Tenant shall, at its own cost and expense, install, provide and pay for all of the necessary utilities and services as may be needed for the proper operation and functioning of the Wireless Communication Facility. Such utilities include, but are in no way limited to, electricity, telephone service, water supply, heating, plumbing and air-conditioning, if applicable. Such installations shall include, but not be limited to coaxial cables, electrical lines and conduits, plumbing, pipes, control equipment, and all other fixtures and equipment related to the aforementioned utilities.

(c) Utility bills shall be sent directly to Tenant, and Tenant shall pay said bills within thirty (30) days of receipt of same.

4. Non-exclusive Use: It is specifically understood and agreed that the Tenant is not granted the exclusive use or right to utilize the Property (other than the Leased Premises). Landlord reserves the right to grant the right to any other party to utilize the Property (other than the Leased

Premises) so long as the other party's use does not interfere with Tenant's operations. Future tenants shall be required to make the same agreement as contained in paragraph "5" of this Lease.

5. Tenant's Interference: (a) Tenant represents that, to its actual knowledge, it has not been found to be responsible for interference of radio, television or other mobile communications transmissions by similar facilities it operates which were not correctable. Tenant further represents, to its actual knowledge, that the power levels of radio frequencies of similar facilities it operates have been found by various courts of the State of New York and by The New York Department of Health, the FCC, and Tenant's health experts not to create a health hazard. In the event Tenant's transmissions and equipment are found to interfere with the operations of the Landlord ~~except other tenants which occupied a place on the~~ ~~premises~~ prior to the instant tenant, than upon notice as provided herein, Tenant agrees to promptly remedy same at its sole cost and expense and, if necessary, upon written request by the Landlord, shall cease all operations (except for tests used to remedy the Interference until such remedy is accomplished.)

(b) In the event the Federal Communications Commission (FCC)

determines that the operations conducted by Tenant create a hazard to humans, Tenant shall take such means as shall be reasonably appropriate to eliminate such hazard or cease operation until Tenant can so eliminate such hazard. In the event Tenant is unsuccessful or unable to eliminate the hazard, or Tenant determines its operation is adversely affected by operational changes recruited to comply with this Paragraph, either party may terminate this Lease and render it null and void.

(c) Tenant has performed testing for interference from any existing radio transmission and receiving equipment on the Property based on the information supplied by Landlord, and same does not, if properly and lawfully operated, as presently identified on the Exhibit attached hereto and made a part hereof, interfere with Tenant's use. If there is a subsequent change in any existing equipment or any addition of other equipment on the Property, Landlord agrees, as to its own use, and as to its other tenants or occupants, to eliminate any interference to Tenant's operation within a reasonable time at Landlord's cost and expense.

(d) Landlord shall not construct, or allow to be constructed, any structure or other improvement that would interfere with Tenant's use and enjoyment of the Leased Premises as herein described.

6. Landlord's Current and Future Use: Landlord may cancel this Lease on one hundred eighty (180) days notice in the event that it is reasonably determined by the Town Board that Tenant's use of the Leased Premises materially interferes with as a cemetery and automotive maintenance garage Landlord's operation/ and Tenant cannot remedy such situation after having been given a reasonable opportunity to do so.

7. Access: Tenant shall have access to the Leased Premises twenty-four (24) hours a day, seven (7) days a week and shall be subject to the duly promulgated rules, regulations, orders and directives of the Landlord not inconsistent with Tenant's Lease rights.

Term of Lease and Rent Provisions

8. Term: The initial term of this Lease shall be for five (5) years, commencing on the date that all contingencies set forth in Paragraph 25 below have been satisfied or waived and a building permit has been issued, if required, but in no

event later than the commencement of construction by Tenant of the Wireless Communication Facility ("Commencement Date")

The initial term shall end on the day before the fifth (5th) anniversary of the Commencement Date. As used herein, "term" refers to the initial term and any renewal term as herein provided. If, at any time during this Lease, Tenant determines that the Leased Premises has become unsuitable for Tenant's operation due to: (a) governmental regulations or Tenant's inability to obtain or renew any permit or license therefore or undue risks to Tenant of governmental action or intervention or third party liability,

(b) engineering or other technical standards or causes or interference with Tenant's operation that cannot be resolved,

(c) subsequent changes in system or network design, or

(d) destruction or damage to the Leased Premises or the taking thereof (by partial condemnation or otherwise) sufficient, in Tenant's reasonable judgment, to adversely affect Tenant's use of the Wireless Communication Facility; then, in any such case, Tenant may terminate this Lease by notice to Landlord. Termination shall be effective one

hundred eighty (180) days after it is mailed by Tenant, except that in the case of a casualty or taking, rent shall be payable only to the date of the casualty or the transfer of property to the taker, as the case may be.

9. Option to Renew: The Tenant shall have the option to renew this Lease for four (4) additional five (5) year terms by giving Landlord written notice of its intention to do so at least six (6) months prior to the end of the then current lease, upon the same terms and conditions which were in effect during the initial term.

10. Removal: Tenant, upon termination of the Agreement, shall, within a sixty (60) day period, remove its personal property and fixtures and restore the Leased Premises to its original condition, reasonable wear and tear and damage to the elements and to trees and shrubbery excepted. At Landlord's option if this Lease is terminated or expired, and upon Landlord's advance written notice to Tenant, Tenant will leave the security fence to become property of Landlord. If such time for removal causes Tenant to remain on the Leased

Premises after termination of this Lease, Tenant shall pay rent at the then existing monthly rate or on the existing monthly pro rata basis if based upon a longer payment term, until such time as the removal of personal property and fixtures are completed.

11. Rent: The annual rent will be \$24,000 and will be paid in equal monthly installments of \$2,000 in advance beginning on the commencement date. If the term commences or ends on any day other than the first or last day of a calendar month, a pro rata fraction of a full month's rental shall be paid for the partial month. The annual rent payable during the term of each five-year extension will be increased by 115% of the annual rent payable in the immediately ^{preceding} ~~preceding~~ five (5) year term.

12. Additional Rent: Should Tenant request and Landlord permit additional antenna or other fixtures on the Leased Premises, Tenant's obligation to pay rent shall be increased by an amount that shall be mutually agreed upon.

13. Taxes: Tenant shall pay, within 30 days of reasonable proof of same from Landlord, for its pro-rated share of any increase in Landlord's real property taxes directly attributable to Tenant's construction of improvements on the

Leased Premises, provided Tenant shall be entitled to appeal any such increase payable by it.

14. Termination and Default: (a) In the event Tenant fails to comply with any of the provisions of this Lease or to perform any of its obligations hereunder, including the payment of rent or additional rent, Landlord shall give Tenant written notice of said default and Tenant shall ^{have} thirty (30) days after receipt of such notice to cure such default. No such failure shall be deemed to exist if Tenant shall honestly commence to rectify the same within such thirty (30) day period and provided such efforts shall be prosecuted to completion with reasonable diligence.

(b) If after said period Tenant has failed to cure or has not diligently commenced to cure such default, then Landlord may serve a written thirty (30) day notice of cancellation of this Lease upon the Tenant, and upon the expiration of said thirty (30) days, this Lease, and the term thereof, shall end and expire as fully and completely as if ^{was} the date of expiration of said thirty (30) day period ~~is~~ the date fixed herein as the end and expiration of this Lease and the term thereof, and the Tenant shall then quit and surrender the Leased Premises to the Landlord. The Landlord shall have

the right to re-enter the Premises by summary dispossession proceedings, or any suitable action or proceeding by law, but the Tenant shall remain liable, as hereinafter provided.

(c) In the event of default by the Tenant and re-entry by the Landlord, as herein above provided, the Tenant shall continue to remain liable for rent and other charges, and the Landlord shall be obliged to make all reasonable efforts to let said premises as the Tenant's agent on the best possible terms so as to minimize the Tenant's continuing liability.

15. Destruction, Fire and Other Casualty: (a) If the Leased Premises or any part thereof shall be damaged by fire or other casualty, Tenant shall give immediate notice thereof to Landlord and this Lease shall continue in full force and effect except as hereinafter set forth. If the Leased Premises is partially damaged or rendered partially unusable by fire or other casualty, the damages thereto shall be repaired by and at the expense of Landlord and the rent, until such repair shall be substantially completed, shall be apportioned from the day following the casualty according to the part of the Leased Premises which is usable. If the Leased Premises is totally damaged or rendered wholly

unusable by fire or other casualty, then the rent shall be proportionately paid up to the time of the casualty and thenceforth shall cease until the date when the Leased Premises shall have been repaired and restored by Landlord, subject to Landlord's right to elect not to restore the same as hereinafter.

~~(b) If, whether or not the Leased Premises is damaged in whole or in part, the water tower shall be so damaged that Landlord shall decide to demolish it and rebuild it, then Landlord may elect to terminate this Lease by written notice to Tenant given within sixty (60) days after such fire or casualty specifying a date for the expiration of the Lease, which date shall be not less than sixty (60) days or more than ninety (90) days after the giving of such notice, and upon the date specified in such notice the term of this Lease shall expire as fully and completely as if such date were the date set forth for the termination of this Lease and Tenant shall forthwith quit, surrender and vacate the Leased Premises without prejudice however, to either party's rights and remedies against the other under the Lease provisions in effect prior to such termination, and any rent owing shall be~~

~~paid up to such date and any payments of rent made by Tenant~~
which were on account of any period subsequent to such date shall be returned to tenant. Unless Landlord shall serve a termination notice as provided for herein, Landlord shall make the repairs and restorations under the conditions of Subparagraph A hereof, with all reasonable expedition and with the least interruption of Tenant's business as practicable. After any such casualty affecting the Leased Premises, Tenant shall cooperate with Landlord's restoration by removing from the Leased Premises, as promptly as reasonably possible, all of Tenant's salvageable trade fixtures and equipment. Tenant's liability for rent shall resume ten (10) days after written notice from Landlord that restoration of the Leased Premises is substantially completed in accordance with Tenant's Plans.

Notwithstanding anything in this Lease, prior to the commencement of restoration, Landlord shall give Tenant a good faith estimate of the planned completion date of restoration in accordance with Tenant's Plans. If such estimated completion date is more than sixty (60) days from the date of ~~casualty, Tenant shall have the option to terminate this lease~~

~~by written notice to Landlord given within ten (10) days of receipt of such estimated completion date. If Tenant does not elect to terminate this lease shall remain in force and effect, except for Tenant's obligation to pay rent as provide herein.~~

b
(g) Landlord shall not be liable for any damage to

fixtures, building or equipment placed on the premises by the Tenant, except if said damage is caused by Landlord, its employees, agents, contractors or assigns.

16. Assignment. Landlord may assign this lease provided said assignee will assume, and also become responsible to Tenant for, the performance of all of the terms and conditions to be performed by Landlord under this Lease.

Tenant may not assign or sublet this Lease without Landlord's consent, which will not be unreasonably withheld or delayed. Notwithstanding the above,
/ After notification to Landlord, Tenant is permitted to assign or sublet this Lease to any person or business entity which fulfills all of the following requirements: Is licensed by the FCC to operate a wireless communications business, is a parent, subsidiary or affiliate of Tenant, controls or is controlled by or under common control with Tenant, is merged or consolidated with Tenant or purchases a majority or

controlling interest in the ownership or assets of Tenant. Upon notification to Landlord by Tenant of any such action, Tenant shall be relieved of all future performance, liabilities and obligations under this Lease.

No such assignment, sublease or transfer may be made for the purposes of subordinating this Lease to any financing arrangement of the Tenant or its successors or its assigns. The Tenant recognizes that any such subordination would be in violation of New York State Constitution Article a Section 1.

17. Insurance, Liability, Damage and Loss: (a) Tenant shall provide Landlord with a certificate of insurance issued by a reputable insurance company doing business in the State of New York indicating comprehensive general liability in the amount of \$2 million for bodily injury and \$2 million for property damage, and an additional \$¹ million excess liability coverage, and in which the Landlord is ~~named~~^{designated} as an additional insured with respect to the Leased Premises.

(b) Tenant covenants and agrees to defend, indemnify, and hold harmless the Town of Hempstead and its employees and agents from and against any and all direct claims, suits, losses, damages or injuries to persons and/or property to the

extent arising out of or in connection with Tenant's utilization of the Leased Premises. Said indemnification shall include reasonable costs of legal fees and disbursements, and of any settlement consented by Tenant.

(c) Landlord covenants and agrees to defend, indemnify *
Mortgages, Liens and Encumbrances

18. Mortgages: The Tenant shall not place any mortgage, lien, security interest, or other encumbrance upon the Leased Premises. The Tenant's leasehold interest shall not be mortgaged or encumbered in any way. Any such mortgage, lien, or encumbrance placed on the Leased Premises shall be null and void, and constitute a substantial breach of this Lease.

19. Covenant Against Liens: The Tenant shall not do any act or make any contract which may create, or be the foundation for, any liens or other encumbrances upon any interest of the Landlord or any ground or underlying lessor or mortgagee, in any portion of the Leased Premises. ^{If} ~~or~~ because of any act or omission or alleged act or omission of the Tenant, any mechanics or other liens, charge, or order for the payment of money, or other encumbrances shall be filed against the Landlord for the payment of money or other encumbrances shall be filed against the Landlord or the Leased Premises, whether *and hold harmless the Tenant and its employees and agents from and against any and all direct claims, suits, losses, damages or injuries to persons and/or property to the extent arising out of or in connection with Landlord's utilization of the Leased Premises. Said indemnification shall include reasonable costs of legal fees

or not such lien, charge or order or encumbrance is valid or enforceable as such, the Tenant, at its own cost and expense, shall cause the same to be discharged of record or bonded or otherwise secured to Landlord's reasonable satisfaction within twenty-five (25) days after notice to the Tenant of the filing thereof; and the Tenant shall indemnify and save harmless the Landlord against and from all direct costs, liabilities, suits, penalties, claims, and demands, including reasonable counsel fees to the extent resulting from Tenant's failure to timely discharge or secure same. If the Tenant fails to comply with the foregoing provision, the Landlord shall have the option of discharging or bonding any such lien, charge, or order, and the Tenant agrees to reimburse the Landlord for all reasonable costs, expenses and other sums of money expended in connection therewith (as additional rental), with interest at the prime rate per annum promptly upon demand. All material, persons, contractors, mechanics, laborers, and any other persons now or hereafter contracting with the Tenant for the furnishing of any labor, service, materials, supplies or equipment with respect to any portion of the Premises any time from the date hereof, until the end of the lease term or of any renewal period are hereby charged with notice that they

must look exclusively to the Tenant to obtain payment for same.

Law, Legal Action and Notices

20. Notices: Any notice or demand required or permitted to be given hereunder shall be given in writing by hand delivery, overnight mail or United States certified mail or registered mail, return receipt requested in a sealed envelope, postage prepaid, to be effective upon receipt of said notice. If any provision of this Lease imposes a time limitation, then said time limitation shall begin to run on the day notice is received (as evidenced by any return receipt).

Notice shall be sent to the parties as follows:

Landlord: Town of Hempstead
Department of General Services
250 Front Street
Hempstead, New York 11550
Attn: Commissioner

Cc: Office of the Town Attorney
Hempstead Town Hall
1 Washington Street
Hempstead, New York 11550

Tenant: New York SMSA Limited Partnership
C/o Bell Atlantic Mobile, Inc.

180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

CC: Bell Atlantic Mobile, Inc.
60 Herricks Road
Mineola, New York 11501
Attention: Real Estate Manager

21. Municipal Law, Regulations: The Tenant agrees that its construction will conform with all present applicable statutes, ordinances, rules and regulations of the State of New York, the County of Nassau, and the Town of Hempstead, and any other municipality or governmental agency having jurisdiction thereof.
22. No Waiver: The payment by the Tenant of rent, or the receipt by the Landlord of rent, with knowledge of the breach of any covenant of this Lease, shall not be deemed a waiver of said breach. No provision of this Lease shall be deemed to have been waived by any party unless such waiver shall be in writing and signed by the party against whom a waiver will be asserted.
23. Compliance with Law: The Tenant shall, at its sole cost and expense, comply with all applicable federal, state, county, and municipal statutes, laws, rules, orders,

regulations, codes and ordinances, including those requiring compliance in order to keep in full force and effect all licenses and/or permits as required by law and all insurance hereinafter required to be kept in force by the Tenant. The Tenant shall comply with the requirements of its policies of public liability, fires, and other insurance at any time in force and effect with respect to the Leased Premises.

Landlord makes no representation to Tenant regarding the suitability of the Leased Premises. Tenant acknowledges that it has inspected the subject Leased Premises and agrees to accept same in its "as is" condition, it being understood the Landlord makes no representation or warranties with respect thereto, except as herein provided.

24. Warranty of Title and Right to Lease: (a) Landlord represents and warrants that: (i) Landlord solely owns the Property (including the Leased Premises) as a legal lot in fee simple, unencumbered by any liens, restrictions, or mortgages which adversely affects Tenant's use and enjoyment of the Leased Premises under this Lease; and (ii) Landlord has not dealt with, ~~not~~ ^{nor} is any brokerage commission due to, any broker in connection with this Lease.

(b) Landlord will be responsible for all obligations of compliance with any and all environmental laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now or formerly conducted in or on in any way related to the Premises, unless such conditions or concerns are caused by the activities of the Tenant.

(c) Landlord shall hold Tenant harmless and indemnify Tenant from and assume all duties responsibility and liability at its sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs or summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental law, including without limitation any regulations, guidelines, standards, or policies of any governmental standards of conduct with regard to any environmental concerns or conditions as may now or at any time hereafter be in effect;

and b) any environmental conditions arising out of or in any way related to the condition of the Premises or activities conducted thereon, unless such environmental conditions are caused by Tenant.

(d) Landlord represents and warrants that the Property and its uses and operations, the making of this Lease and Landlord's performance of this Lease complies and will comply with all Laws, and will not violate the provision of any mortgage, lease or other agreement of any kind under which Landlord is a party or is bound or which restricts, in any way the disposition or use (including by Tenant) of the Property.

(e) Landlord will defend, indemnify and hold harmless Tenant from and against any and all liabilities, damages, losses, costs, assessments, penalties, fines, expenses and fees, including reasonable legal fees, related to Landlord's breach of any of these representations and warranties. This indemnity specifically includes costs, expenses and fees incurred by Tenant in connection with any investigation of Property conditions or clean-up, removal or restoration of the Property related to Hazardous Wastes required by any

governmental authority. This indemnification shall survive the expiration date or earlier termination of this Lease.

25. Contingencies (a) Landlord understands and agrees that Tenant's ability to use the Leased Premises is contingent upon its ability to obtain and maintain all governmental licenses, permits and approvals required of or deemed necessary or appropriate by Tenant for its use of the Leased Premises, including applications for zoning variances, zoning ordinances, amendments, special use permits, and building permits (collectively referred to as "Governmental Approvals"); provided that Tenant shall have the right, without obligation, to appeal any denial by a governmental agency and the contingency date for obtaining Governmental Approvals shall be extended until such time as a final decision is rendered and is not the subject of any further appeal made or defended by Tenant. Landlord agrees to make best efforts to cooperate with Tenant and join in any application for Governmental Approvals.

(b) Landlord agrees that if there are any violations adversely affecting Tenant's use of the Leased Premises during Tenant's application for Governmental Approvals or on or

before the Commencement Date, including any environmental, land use or other governmental laws, ordinances, rules, regulations, directives, policies or judicial determinations (collectively called "Laws"), related to the Property, it shall be Landlord's sole liability and obligation to remove said violations of Law forthwith at Landlord's cost and expense.

25

(c) If either of the contingencies in this Paragraph ~~8~~ are not satisfied (including within any applicable time period as may be provided) or expressly waived by Tenant in writing, then Tenant shall have the right, without obligation, to terminate this Lease and render it immediately null and void.

25

If such termination occurs under subparagraph ~~8~~ above, then Tenant shall also be entitled to receipt of a refund of all monies paid over to Landlord in connection with this Lease.

26. Copies of Permits, Licenses and Approvals: The Tenant shall promptly supply the Landlord with copies of any and all building or zoning approvals, permits, authorizations, or other documents issued by any municipal or governmental body or authority having any jurisdiction or control over the Leased Premises, or the improvement thereof, or the use of the

Leased Premises. The Tenant shall also supply the Landlord with copies of other pertinent licenses, approvals, or permits issued by any public utility or other entity if requested by Landlord.

27. Recording: This Lease may not be recorded by either party.

28. Law of the State of New York: This Lease and the performance of the covenants and conditions herein shall be governed, interpreted, construed and regulated by the Laws of the State of New York.

29. Judicial Cancellation: In the event that there is a final determination by a court of competent jurisdiction and a final judgment to the effect that this Lease is null and void or must be terminated and canceled, then in such event, this Lease shall be terminated and canceled and determined to be null and void without further liability to Landlord or Tenant.

30. Severability: (a) If any provisions of this Lease shall be held invalid, illegal or unenforceable, the remaining provisions shall be binding upon the parties and shall be enforceable as though said invalid, illegal or unenforceable provision were not contained herein, provided Tenant can utilize the Leased Premises for its stated purpose.

(b) In the event that said invalid, illegal or unenforceable provision is material to this Lease, the Lease may be terminated by either party on thirty (30) days prior written notice and sent in accordance with the provisions of paragraph 20 of this Lease.

(c) In the event that the Lease is terminated pursuant to the provisions of this paragraph, then in that event all parties shall have no further obligations to each other, except that Landlord shall retain all rentals paid to said termination date.

31. Condemnation: If the whole or any part of the Leased Premises shall be acquired or condemned by Eminent Domain for any public, or quasi-public, use or purpose, then, and in that event, the term of this Lease shall cease and terminate from the date of the vesting in such proceeding and the Tenant shall have no claim against the Landlord for the value of any unexpired term of said Lease. The Tenant reserves all rights it may have under applicable laws.

Miscellaneous Provisions:

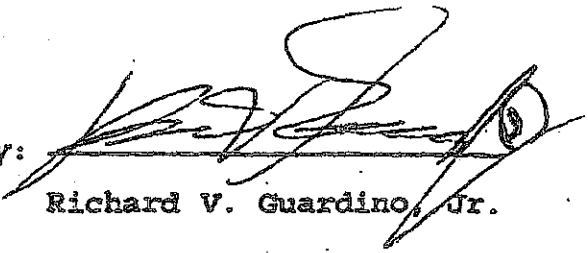
32. Quiet Enjoyment: Landlord covenants that Tenant on paying the rent and performing its obligations, shall peaceably and quietly have, hold and enjoy the Leased Premises.

33. Ownership of Property: Landlord covenants that Landlord is seized of good and sufficient title and interest to the Leased Premises and has full authority to enter into and execute this Lease.


34. Entire Agreement: It is agreed and understood that this Lease contains all agreements, promises and understandings between the Landlord and Tenant and that no verbal or oral agreements, promises or understandings shall be binding upon either the Landlord or Tenant in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Lease shall be void and ineffective unless made in writing, signed by all the parties.

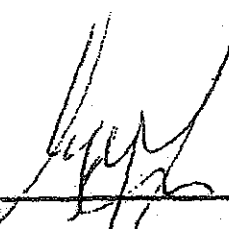
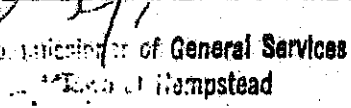
IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

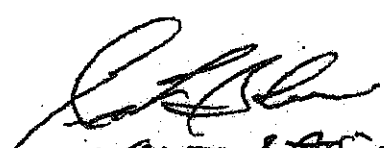
TOWN OF HEMPSTEAD

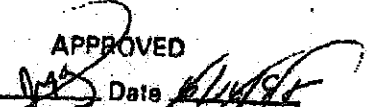
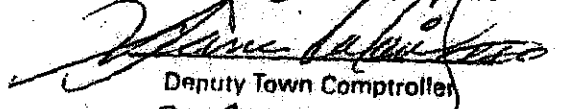
By: 
Richard V. Guardino, Jr.

NEW YORK SMSA LIMITED
PARTNERSHIP by Cellico Partnership,
its managing general partner by
Bell Atlantic Mobile, Inc. its
managing general partner

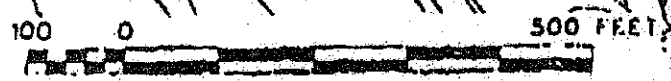
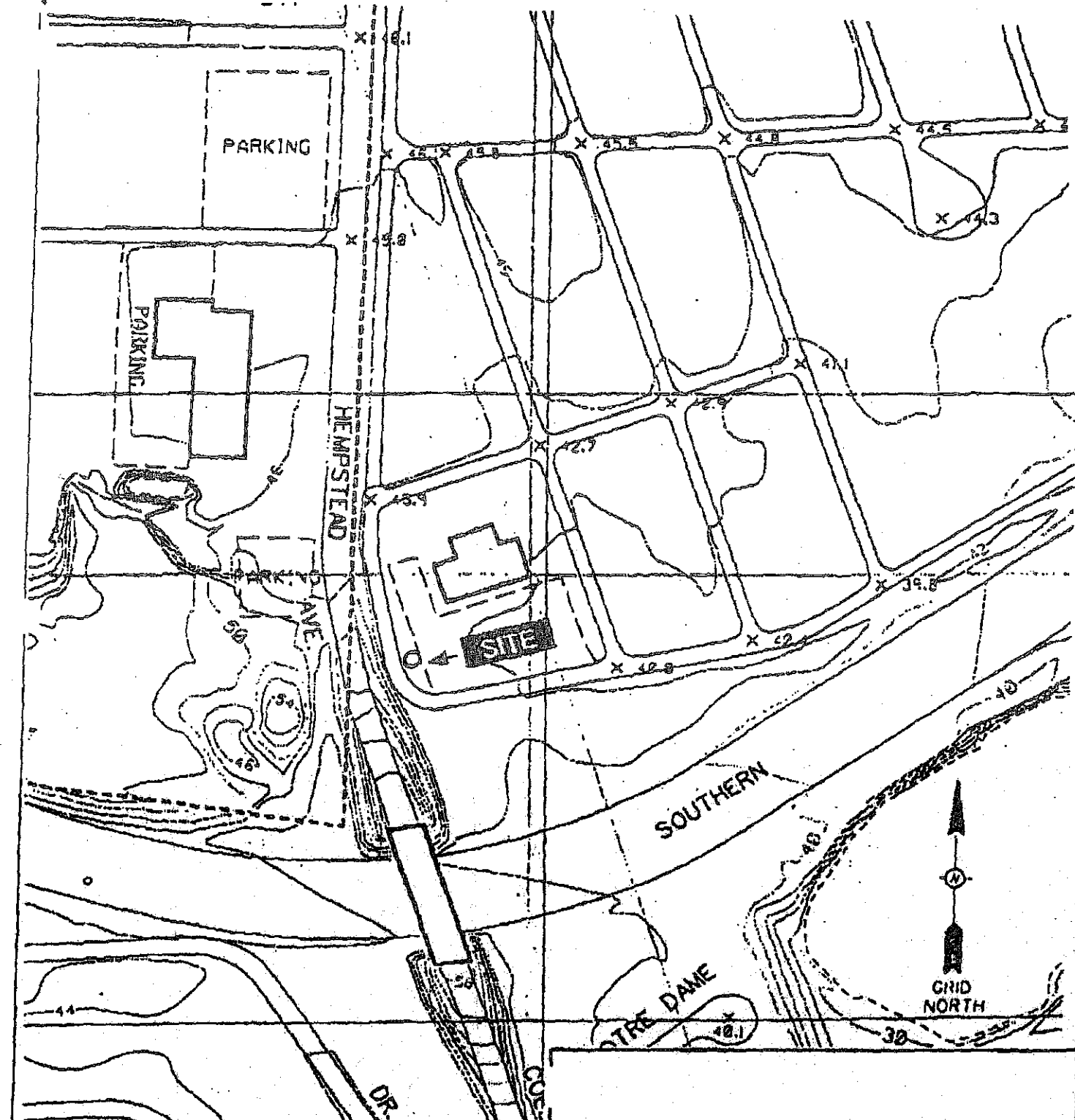
By: 
Richard J. Lynch
Chief Technical Officer and
Executive Vice President

Recommended By: 
Date: 6/16/98 
Town of Hempstead



6/16/98

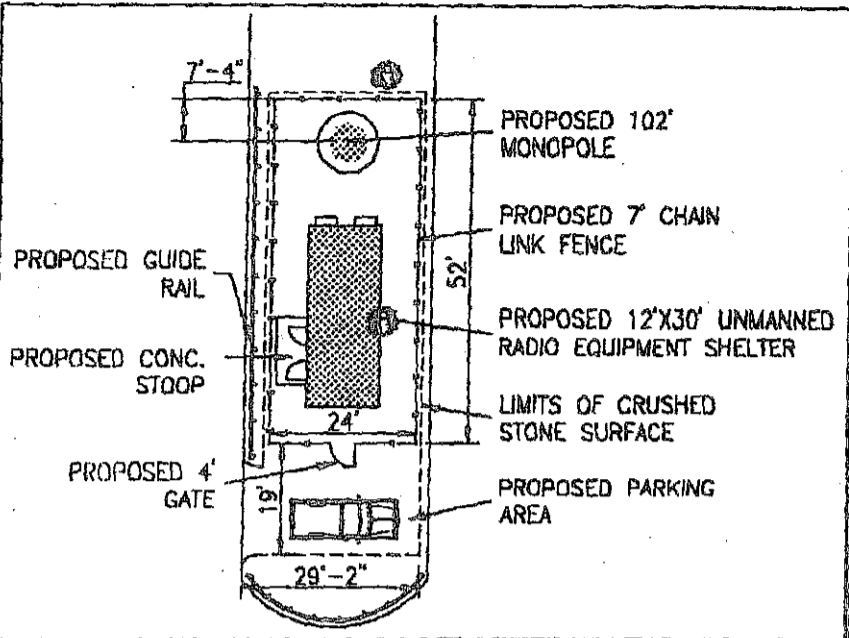
APPROVED
By:  Date: 6/16/98

Deputy Town Comptroller
No fee

Approved as to form
Date: 6/12/98
1998



Plot Scale 1" = 200'
Two Foot Contour Interval

| | | | | | | | |
|---|--|-------|----------|--------|-----|----------|------|
| HEMPSTEAD SITE LEASE EXHIBIT NASSAU RD. UNIONDALE, NASSAU COUNTY, NEW YORK | | | | | | | |
|  <p>VERIZON WIRELESS, LLC <small>VERIZON WIRELESS, LLC, PO BOX 1066, GORHAM, N.J. 07424</small></p> | <table border="1"> <tr> <td>GATE:</td> <td>01/15/08</td> </tr> <tr> <td>SCALE:</td> <td>ASB</td> </tr> <tr> <td>DWG. NO:</td> <td>LE-2</td> </tr> </table> | GATE: | 01/15/08 | SCALE: | ASB | DWG. NO: | LE-2 |
| GATE: | 01/15/08 | | | | | | |
| SCALE: | ASB | | | | | | |
| DWG. NO: | LE-2 | | | | | | |

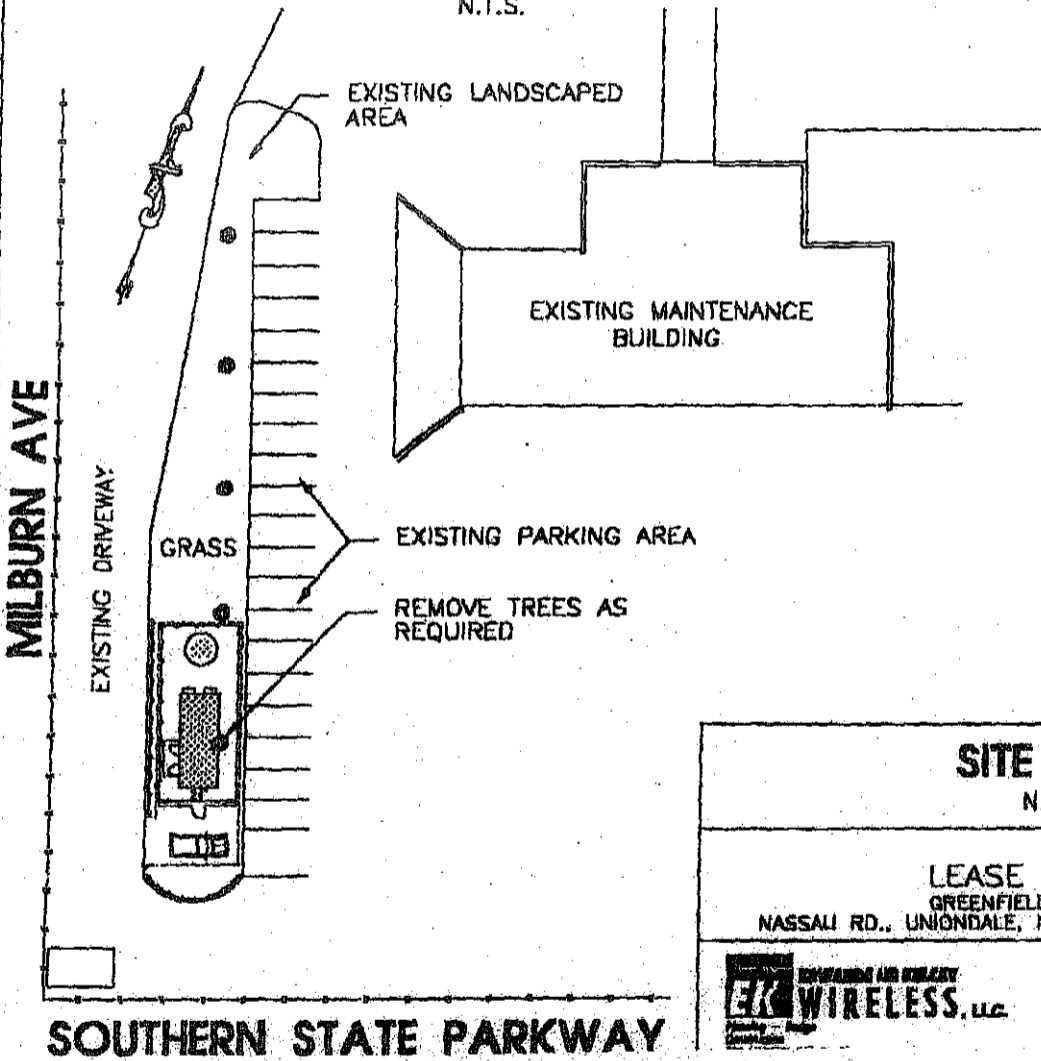


NOTES:

1. THIS DRAWING IS A LEASE EXHIBIT, THE INFORMATION SHOWN IS TAKEN FROM A SITE PLAN PREPARED BY RALPH J. CASO, PE.
2. SITE NAME: HEMPSTEAD
ADDRESS: NASSAU RD. UNIONDALE NY.
OWNER: TOWN OF HEMPSTEAD
CONTACT: DAVID CHAUMONT
TEL#: 489-5000 EXT. 3558
3. LATITUDE: N40°41'07"
LONGITUDE: W73°36'26"
AMSL:45'±
4. 24 HOUR ACCESS IS REQUIRED FOR SERVICE TECHNICIAN.

DETAILED SITE PLAN

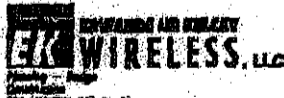
N.T.S.



SITE PLAN

N.T.S.

LEASE EXHIBIT
GREENFIELD CEMETERY
NASSAU RD., UNIONDALE, NASSAU COUNTY, NEW YORK



DATE: 1/18/08
SCALE: N.T.S.
DWG. NO.: LE-1

STATE OF NEW YORK)

)Ss.:

COUNTY OF NASSAU)

On this 14th day of July, 1998, before me personally came Richard V. Guardino, Jr. to me known, who being by me duly sworn, did depose and say that he resides in Point Lookout, New York; that he is the Supervisor of the Town Board of the Town of Hempstead, the corporation described herein and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Town Board of said corporation, and that he signed his name thereto by like order.

Theresa M. Haller

Notary Public

THERESA M. HALLER
NOTARY PUBLIC, State of New York
No. 4526141
Qualified in Nassau County
Commission Expires February 28, 1999

~~STATE OF NEW)~~

~~)Ss.:~~

~~COUNTY OF)~~

~~On the _____ day of March, 1998, before me personally appeared, to me known to be the individual who executed the foregoing instrument and who being duly sworn, did depose and say that he resides at~~

~~_____ ; that he is the authorized to act as agent for New York SMSA Limited Partnership, the partnership described in the foregoing instrument, and that he has signed and sealed the instrument with the full authority of the partnership and by order of the board of directors/trustees of the partners of the company.~~

~~_____
Notary Public~~

INDIVIDUAL ACKNOWLEDGMENT

State of New Jersey)

County of Somerset)

On this 29th day of April, 1998, before me appeared Anthony J. Melone, to me personally known, who, being by me duly sworn, did say that he is authorized by the Executive Vice President & Chief Technical Officer of Bell Atlantic Mobile, Inc. a corporation, managing general partner of Celco Partnership, managing general partner of New York SMSA Limited Partnership, to execute the forgoing instrument and that said instrument was signed on behalf of said corporation, partnership and limited partnership and said Anthony J. Melone acknowledged said instrument to be his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said county and state of the day and year last above written.



Notary Public

My commission expires:

PATRICK A. FORD
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES NOV. 19, 2002

CASE NO. 25897

RESOLUTION NO. 700-1998

Adopted: July 14, 1998

Mr. Santino offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE SUPERVISOR TO ENTER INTO A LEASE AGREEMENT WITH NEW YORK SMSA LIMITED PARTNERSHIP D/B/A BELL ATLANTIC MOBILE WITH RESPECT TO A 52 FOOT BY 24 FOOT PARCEL OF TOWN OWNED PROPERTY LOCATED AT GREENFIELD CEMETERY, IN UNIONDALE, SUBJECT TO PERMISSIVE REFERENDUM.

WHEREAS, the Town of Hempstead is the owner of a certain parcel of real property known as Greenfield Cemetery, in Uniondale; and

WHEREAS, New York SMSA Limited Partnership d/b/a Bell Atlantic Mobile, with offices at 180 Washington Valley Road, Bedminster, New Jersey is desirous of leasing a 52 foot by 24 foot portion of property within Greenfield Cemetery for the construction installation, maintenance repair and operation of radio, transmitting and receiving equipment; and

WHEREAS, the Board of Zoning Appeals granted the application of New York SMSA Limited Partnership, subject to the grant of permission by the Town of Hempstead to use said 52 foot by 24 foot Town-owned parcel for the above-mentioned use; and

WHEREAS, the Town Attorney has reviewed the proposed Lease Agreement and has found it to be in proper form; and

WHEREAS, it appears the leasing the parcel to New York SMSA Limited Partnership under the terms of the proposed Lease Agreement, subject to permissive referendum, would be in the public interest.

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor be and he hereby is authorized to enter into the Lease Agreement presented by New York SMSA d/b/a Bell Atlantic Mobile covering a 52 foot by 24 foot of Town-owned property located in Greenfield Cemetery, and known as Section 36, Block 468 & Lot 44 on the Land and Tax Map of Nassau County, 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 of

the State of New York, 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: SEVEN (7)

NOES: NONE (0)

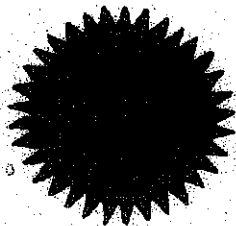
STATE OF NEW YORK }
COUNTY OF NASSAU } ss.:
TOWN OF HEMPSTEAD }

I do hereby certify that I have compared the annexed copy of Resolution No. 700-1998 (Two Pages) adopted by the Town Board on July 14, 1998 with the original, on file in the office of the Town Clerk of the Town of Hempstead, and that the same is a true and correct copy of said original and of the whole thereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the official seal of the Town of Hempstead on this day of July 14, 1998

DANIEL M. FISHER, JR., Town Clerk


Deputy Town Clerk



CASE No.

RESOLUTION NO.

Adopted:

Council(woman)
its adoption:

offered the following resolution and moved

RESOLUTION AUTHORIZING THE ACCEPTANCE OF A
PROPOSAL FROM H2M ARCHITECTS + ENGINEERS TO
PROVIDE AN ADDITIONAL SCOPE OF SERVICES IN
CONJUNCTION WITH THE MARINE NATURE STUDY
AREA REPLACEMENT BUILDING

WHEREAS, the Marine Nature Study Area (500 Slice Drive, Oceanside) Main Building and Interpretive Center sustained flooding damage as a result of Superstorm Sandy; and

WHEREAS, the Federal Emergency Management Agency (FEMA) has approved a Project Worksheet (PW) for a 428 Public Assistance Alternative Procedures (PAAP) grant for the replacement of the buildings; and

WHEREAS, the Town Board authorized, under resolution #483-2018, a proposal from H2M Architects + Engineers to provide Architectural/Engineering Services, Design and Construction Documents, Bidding Phase Services, and Construction Administration, to construct a new Marine Nature Study Area Center and Support Building; and

WHEREAS, H2M Architects + Engineers has submitted an additional scope of services proposal dated March 28, 2022, that are necessary to finalize the Design & Construction Documents; and

WHEREAS, the Commissioner of the Department of Conservation and Waterways, Town of Hempstead has recommended approval of the additional scope of services; and

WHEREAS, this Town Board deems it to be in the public interest to retain the additional scope of services of H2M Architects + Engineers.

NOW, THEREFORE, BE IT

RESOLVED, that the Commissioner Conservation & Waterways be and hereby is authorized to accept the proposal for the additional scope of services of H2M Architects + Engineers, 528 Broad Hollow Road, 4th Floor East, Melville, New York 11747 for consulting services in connection to the design and construction of the Marine Nature Study Area Center and Support Building as set forth in their proposal of March 28, 2022,

and, BE IT FURTHER

RESOLVED, that the total maximum fee for all tasks as per the additional scope of services proposal from H2M Architects + Engineers dated March 28, 2022, is not to exceed \$6,500.00; and

and, BE IT FURTHER

RESOLVED, that the Comptroller be hereby authorized to make payments for the above-stated consulting services from the Town of Hempstead FEMA Sandy Project, Account Number 7872-501-7872-5010.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NAYS:

Item #

78

Case #

26420



architects + engineers

538 Broad Hollow Road, 4th Floor East
Melville, NY 11747 | tel 631.756.8000

March 28, 2022

Revised: May 17, 2022 – Proposal 2

Thomas Doheny, Commissioner
Department of Conservation and Waterways
P.O. Box 180
1401 Lido Boulevard
Point Lookout, NY 11569

Re: Oceanside Nature Study Center Support Building
500 Slice Drive
Oceanside, NY 11572
H2M Project No.: HEMP 1803

Dear Commissioner Doheny:

H2M architects + engineers (H2M), is pleased to submit this proposal for additional professional services relative to the above referenced project. The information included in this proposal is based on discussions and meetings on February 22nd, March 8th, and March 22nd, 2021 and our recent understanding of the Towns desires of the work desired moving forward. This proposal is a modification from the proposal submitted April 30, 2021.

The additional services proposed herewith include additional scope items and/or work not part of our original proposal, which include some items that have already been completed, some items that are partially or yet to be completed that are required/desired. The proposed items are listed in the scope of professional services below and on the following pages along with the pricing to execute.

This proposal for professional services shall be an extension of the agreement between H2M and the Town of Hempstead dated January 19th, 2018 regarding the above referenced project.

SCOPE OF PROFESSIONAL SERVICES:

The scope of work will include the following revisions to our original proposal:

1. Review and update documents in response to the 2020 building code update. The project was started in 2018 and the building code has been update to a newer version. Effort is required to review the code update for potential changes related to the current building design and detailing. It is assumed that changes are not substantive with regards to layout, that will be limited mostly to envelope and energy requirements. The cost associated with the review¹: **\$2,500.00**
2. Limited solar ready design coordination with Town. Incorporated into the documents was an alternate within the specification a delegated design responsibility to "design" the system under parameters set forth. Investigate potential size of solar array and "solar ready" options to include in bid. Review structural system and TJI framing capacity for additional solar. work completed^{2,3} **\$2,000.00**

¹ Mechanical revisions necessary for HVAC system design is included in a separate item.

² For the work already undertaken any future PV requirements including design of PV system is not included.

³ Bid alternate for solar design is planned to be removed. Project is to be "solar ready".

H2M Architects, Engineers, Land Surveying and Landscape Architecture, DPC (NY) offers its services in NY only
H2M Architects & Engineers, Inc. (NJ) offers its services in NJ, CT, MA, PA, VA only
H2M Associates, Inc. (NJ) offers its engineering, land surveying, landscape architecture services in NJ only

h2m.com

3. DEC permit assistance. Original DEC permit was for building not representative of the project. Revised DEC submission was made which represents the current project. Submission made and approval granted⁴. The cost for these services: \$1,500.00
 4. Coordination with Water District for hydrant flow test. Test is desired to determine adequacy of water pressure for building use (including use of flushometers for toilets)⁵. \$ 500.00
- SUBTOTAL \$6,500.00**

Some additional scopes of work had been discussed and can be provided, if desired. The items or any other items not part of our current agreement can be provided, if requested. These services can be provided under hourly rates or a separate proposal once a scope can be determined. Listed below are some items that have already been identified which have been discussed to not be desired at this time:

- Coordination of scope of work to be performed by Town (demolition work) and condition of site to be turned over to the contractors
- Revision of project documents to include handicap lift in lieu of ramp.
- Provide "plug-in" hook up for future generator.
- Backflow design, permitting, and coordination with Nassau County Department of Health.
- Sanitary drawings for submission with Nassau County Department of Public Works.
- Telephone and data design, including coordination with the Town's I.T. department, shall be computed and charged at an hourly rate commensurate with the employee utilized with a not-to-exceed amount as listed.
- Further investigation/coordination for rebates and/or return on investment studies for various building systems.
- Any other scope, deliverable or service not listed.

PROPOSAL STIPULATIONS:

1. All work shall be performed in accordance with the terms and conditions outlined in the original Standard Proposal Statement.
2. Hourly Rates specified are valid for one (1) year from the date listed on the proposal letter and shall be increased by five percent (5%) on the first day of each subsequent year to reflect market conditions, employee benefits, and salary compensation.

⁴ Note: current DEC permit expires October 22, 2022. Cost to extend permit, if desired to be performed by H2M would be an additional service. Fee allocated is for work completed.

⁵ Hydrant flow test to be performed by the Water District (reimbursable expense); cost of the test is not included in this fee.



If you have any further questions regarding the above letter, please contact the undersigned at (631) 756-8000 extension 1315.

Very truly yours,

H2M architects + engineers



Michael J. Bonacasa, AIA, Senior Vice President
Director – Real Estate Market

RECEIPT OF THIS PROPOSAL IS ACKNOWLEDGED AND THE CONDITIONS CONTAINED HEREIN ARE ACCEPTED.

Signature: _____
Thomas Doheny, Commissioner

Date: _____

X:\HEMP (Town of Hempstead) - 10496\HEMP1803 (Oceanside Nature Bldg)\00-ProjectAdmin\Agreements\22-0517_Add Services Proposal-Part 2.docx

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE RENEWAL OF THE LICENSE
AGREEMENT WITH FILE TRAIL, INC

WHEREAS, pursuant to resolution number 292-2013 the Town of Hempstead entered into a License Agreement with File Trail, Inc., 2505 East 6th Street, Unit D, Austin, Texas; and

WHEREAS, File Trail, Inc. is a sole source provider of a certain file tracking software and UHF RFID Technology; and has a number of items not available elsewhere; and

WHEREAS, the License Agreement provides for the annual renewals upon mutual consent of the parties; and

WHEREAS, the development, maintenance and support of the File Trail, Inc. technology requires specialized skill, training, expertise and use of professional judgment; and

WHEREAS, the RFID program offered by File Trail, Inc. is necessary to the proper operation of the Department of Buildings, it is in the best interest of the Town to renew this license agreement.

NOW, THEREFORE, BE IT

RESOLVED, that the Commissioner of Buildings is authorized to renew the license agreement with File Trail, Inc. for the use, maintenance and support of tracking software and radio frequency identification technology for the Department of Buildings at a cost of \$16,273.62 to be paid from Department of Buildings Maintenance of Equipment Account number 030-002-3620-4030;

The foregoing resolution was adopted on roll call as follows:

AYES:

NOES:

Item #

19

Case #

9740

Adopted:

offered the following resolution and moved its adoption as follows:

RESOLUTION RATIFYING AND AFFIRMING THE ESTABLISHMENT OF A NEW "SUMMER PASS" AND CORRESPONDING RATES FOR THE 2022 SUMMER SEASON AT THE TOWN'S ECHO PARK POOL COMPLEX

WHEREAS, the Town has historically offered half-season discounted pass rates to both families and individuals who wish to enjoy the many amenities available at the Town's Echo Park Pool Complex ("Pool Complex"); and

WHEREAS, the Department of Parks and Recreation ("Department") will be undertaking a major renovation project at the Pool Complex shortly after Labor Day, which will correspondingly result in the temporary closure of the Pool Complex; and

WHEREAS, in recognition of the forthcoming closure of the Pool Complex, the Commissioner of the Department hereby respectfully recommends to this Town Board that it ratify and affirm the Department's recent establishment of the following new summer season 2022 pass along with the accompanying reduced pass rates for the Pool Complex in order to account for the pending closure of the Pool Complex post Labor Day:

2022 Summer Season Pass Rates for Pool Complex

- Family District Resident: \$124.00
- Family Non-District Resident: \$156.00
- Individual District Resident: \$ 65.00
- Individual Non-District Resident: \$ 78.00
- Seniors, Veterans, Physically, Challenged, Volunteer Services: District Resident \$ 32.50
- Seniors, Veterans, Physically Challenged, Volunteer Services: Non-District Resident \$ 39.00
- Individual Resident Active Military \$ 0.00
- Family of Active Military Resident \$ 0.00
- Family of Active Military Non-District Resident \$ 0.00
- Individual Non-District Resident Active Military \$ 0.00

and;

WHEREAS, in view of the forthcoming post Labor Day temporary closure of the Pool Complex, this Town Board finds that it was both reasonable and appropriate for the Department to establish both the above referenced 2022 Summer Season Pass as well as its delineated Rates as more particularly set forth herein for the Pool Complex.

NOW, THEREFORE, BE IT

RESOLVED, that the establishment and implementation of the above referenced 2022 Summer Season Pass and accompanying Rates for the Pool Complex be and are hereby ratified and affirmed.

The foregoing resolution was adopted upon roll call as follows:

AYES: ()

NOES: ()

Item # 20

Case # 28598

CASE NO.

RESOLUTION NO.

ADOPTED:

adoption: offered the following resolution and moved its

RESOLUTION AUTHORIZING THE TOWN OF HEMPSTEAD TO RENEW AN ANNUAL MAINTENANCE AGREEMENT WITH CUMMINS-ALLISON CORPORATION FOR CURRENCY COUNTERS IN USE IN THE OFFICE OF THE RECEIVER OF TAXES

WHEREAS, the Town of Hempstead Receiver of Taxes currently has three Cummins-Allison currency counters which are utilized in its accounting department and cashiering stations; and

WHEREAS, under Town Board Resolution 1445-2018, the Town of Hempstead entered into a maintenance agreement with Cummins-Allison Corporation, a subsidiary of Crane Payment Innovations located at 3222 Phoenixville Pike, Suite 200, Malvern, PA 19355 for the maintenance of:

| | |
|------------------------|---------------------------|
| Jetscan Model 406-9902 | Serial No. 14062439306227 |
| Jetscan Model 406-9902 | Serial No. 14062622705067 |
| Jetscan Model 406-9905 | Serial No. 14065350510041 |

which is now up for renewal; and

WHEREAS, the cost of this maintenance agreement has increased \$143.36 beyond the amount authorized by Town Board Resolution 1445-2018; and

WHEREAS, the new cost of the annual maintenance contract of \$1,451.08 total for all three Cummins-Allison currency counters is fair and reasonable; now, therefore, be it

RESOLVED, that the current maintenance agreement for the three currency counters is renewed with the price increase; and be it further

RESOLVED, the maintenance contract remains in effect with a renewal period effective July 21, 2022 through July 20, 2023 with automatic annual renewals; and, be it further

RESOLVED, that payment of \$1,451.08 total for all three currency counters annually are to be made and paid out of Receiver of Taxes account # 010-001-1330-4030; and be it further

RESOLVED, that the Receiver of Taxes or Deputy Receiver of Taxes is authorized to renew this annual contract at the Department's discretion, contingent upon fee increases of no greater than 5% in any year.

~~The foregoing resolution~~ was adopted upon roll call as follows:

AYES:

NOES:

Item #

24

Case #

2964

CASE NO.

RESOLUTION NO.

ADOPTED:

its adoption:

offered the following resolution and moved

RESOLUTION DECLARING EQUIPMENT IN THE OFFICE OF THE RECEIVER OF TAXES TO BE OBSOLETE AND AUTHORIZING THE DISPOSAL THEREOF

WHEREAS, the Receiver of Taxes advises the Town Board that certain office equipment should be declared obsolete and disposed of, as such equipment is no longer economically serviceable for its original purpose and has been replaced with new equipment; and

WHEREAS, the Receiver of Taxes advises this Town Board that she believes this equipment has no value as equipment to be used for other purposes or salvage and that the following equipment be judged obsolete and authorization granted to dispose of same:

| | |
|-------------------------|-----------------------|
| 1 Toshiba E-5008A | |
| 1 RADF | Product No. MR3031 |
| 1 Console Finisher | Product Np. MJ1109 |
| 1 Bridge Kit | Product No. KN5005 |
| 1 Stand | Product No. STAND5005 |
| 1 Advanced Scan Re-Rite | Product No. GB1280V8 |

WHEREAS, it appears in the public interest that such equipment should be disposed of;

NOW, THEREFORE, BE IT

RESOLVED, that the above described equipment be and they are hereby declared obsolete in their primary function in the Office of the Receiver of Taxes should be disposed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

22

Case #

2964

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution

and moved its adoption:

RESOLUTION AUTHORIZING THE COMMISSIONER OF INFORMATION AND TECHNOLOGY TO ACCEPT A PROPOSAL WITH COMPUTER INTEGRATED SERVICES, LLC (CIS) FOR THE 2022 SEMI-ANNUAL SECURITY ANALYSIS UNDER NEW YORK STATE CONTRACT #PM67351.

WHEREAS, Computer Integrated Services, LLC (CIS) 561 Seventh Avenue New York, New York 11018, has submitted a proposal ("the Proposal") for the Semi-Annual Security Analysis pursuant to New York State contract #PM67351; and

WHEREAS, the terms of the proposal will provide a "white hat" security analysis for the External Data Communications Networking belonging to the Town of Hempstead ("the Town"); and

WHEREAS, the Commissioner of Information and Technology ("the Commissioner") deems the proposal to be in the best interest of the Town.

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board authorizes the Commissioner to accept and execute the aforesaid proposal and/or such documents as may be required with Computer Integrated Services, LLC (CIS) 561 Seventh Avenue New York, New York 11018 under NYS Contract #PM67351 for the 2022 Semi-Annual Security Analysis; and be it further

RESOLVED, the Comptroller is authorized and directed to make payment in the amount of \$24,500.00 from the Department of Information and Technology account 010-0001-16800-4151

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

23

Case #

14301

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution

and moved its adoption:

RESOLUTION DECLARING CERTAIN EQUIPMENT, IN THE DEPARTMENT OF INFORMATION & TECHNOLOGY, OBSOLETE AND AUTHORIZING DISPOSAL THEREOF.

WHEREAS, the Commissioner of Information and Technology (the "Commissioner") has advised the Town Board that certain equipment used by the Department on behalf of the Town Of Hempstead (the "Town") has become obsolete, of little value and is no longer serviceable for its original purpose; and

WHEREAS, the Commissioner recommends that the following equipment should be declared obsolete and be disposed of

Items Listed on Attached Scheduled A

; and

WHEREAS, upon the recommendation of the Commissioner, this Board finds that it is in the best interest of the Town to declare the equipment obsolete and authorizes its disposal.

NOW, THEREFORE, BE IT

RESOLVED, that the Equipment is hereby declared obsolete in its primary function in the Department of Information and Technology, and its disposal by the Commissioner is hereby authorized.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

24

Case #

14301

CASE NO:

RESOLUTION NO:

Adopted:

offered the following resolution and moved for its adoption:

**RESOLUTION RATIFYING AND CONFIRMING PAYMENT
BY THE TOWN OF HEMPSTEAD TO TALKLINE NETWORK FOR
RADIO ADVERTISEMENT**

WHEREAS, Talkline Network located at 13 Carousel Lane, Lido Beach, New York 11561, agreed to publicize information on a Town event in efforts to increase residential reach and awareness, held on December 31, 2020 in the amount of \$1,800.00 (one thousand eight hundred dollars).

WHEREAS, the Office of Communications and Public Affairs deems that it is in the public interest to host recreational and cultural attractions of this magnitude for the enjoyment and entertainment of residents.; and

WHEREAS, this Town Board deems that the radio advertisement offering information on Town events was in the public interest of the Town of Hempstead; and

NOW, THEREFORE, BE IT

RESOLVED, that said payment to Talkline Network, 13 Carousel Lane, Lido Beach, New York 11561, is hereby ratified and confirmed in the amount of \$1,800.00 (one thousand eight hundred dollars) from budget account number 010-0012-90000-4151

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

25

Case #

6413

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

**RESOLUTION APPROVING A CONTRACT WITH
THE INCORPORATED VILLAGE OF EAST ROCKAWAY;
AND AUTHORIZING A NEW YORK STATE DIVISION FOR YOUTH GRANT**

WHEREAS, the Town of Hempstead (hereinafter the "Town") has made application to the NYS Office of Children and Family Services (hereinafter the "OCFS"), for a grant to support the Town grants made to the organizations which have been qualified by the Division for Youth, and application has been adopted by the Town Board under Resolution No. 961-2019, adopted September 3, 2019; and

WHEREAS, THE INCORPORATED VILLAGE OF EAST ROCKAWAY, having its principal office at 17 John Street, East Rockaway, New York is one such organization qualified under the provisions of the Division for Youth, Youth Development/Delinquency Prevention Program, and said organization now makes application to the Town of Hempstead for a grant for youth services to be provided for a term commencing January 1, 2018 and terminating December 31, 2018.

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

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor is hereby authorized to execute a contract between the Town of Hempstead and THE INCORPORATED VILLAGE OF EAST ROCKAWAY, for the provision of youth services, upon such terms, conditions and stipulations as the Supervisor may deem fit and proper, for the term commencing January 1, 2018 and terminating December 31, 2018; and

BE IT FURTHER RESOLVED, that the Town Board hereby directs payment to THE INCORPORATED VILLAGE OF EAST ROCKAWAY, the sum of TWO THOUSAND FIVE HUNDRED SIXTY and 00/100 (\$2,560.00) DOLLARS to be made on the presentation of a claim for actual expenditures incurred, accompanied by substantive data that will support such expenditures. Such payment to be charged against the Town of Hempstead Account No. 400-007-7110-4740/Youth Guidance; and

BE IT FURTHER RESOLVED, that the Commissioner of the Department of Parks and Recreation is authorized to make claim upon the OCFS for reimbursement of the Town's expenditure to the extent provided for by the terms of the OCFS grant.

The foregoing resolution was adopted upon roll call as follows:

AYES: ()

NOES: ()

Item # 26

Case # 13584
EV

CONTRACT FOR PERSONAL SERVICES
By and Between
TOWN OF HEMPSTEAD
and
INCORPORATED VILLAGE OF EAST ROCKAWAY

AGREEMENT made as of the 1st day of January, 2018, by and between the Town of Hempstead (hereinafter called the "Town"), a domestic municipal corporation having its principal offices at One Washington Street, Hempstead, New York, and the INCORPORATED VILLAGE of EAST ROCKAWAY, (hereinafter called the "Center") a non-profit corporation having its principal office at 17 John St., East Rockaway, NY 11518

WITNESSTH THAT:

WHEREAS, the Town has made application to the NYS Office of Children and Family services (hereinafter "OCFS"), for a grant to fund certain youth programs serving Town residents; and

WHEREAS, the aforementioned youth programs are sponsored and administered by private organizations which have been qualified by the Division for Youth to receive State funding; and

WHEREAS, the Center is one such organization qualified by the Division for Youth and again makes application for a grant in the sum of TWO THOUSAND FIVE HUNDRED SIXTY and 00/100 (\$2,560.00) DOLLARS, to assist in its program for the calendar year 2018; and

WHEREAS, the Town Board deems it to be in the public interest to respond favorably to such plea.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. The Center agrees to continue its operations located at 17 John St., East Rockaway, NY 11518, during the term of this Agreement.
2. The Center agrees that such youth program will be supervised and directed by competent adult personnel.

3. The Center agrees not to assign, transfer, or hypothecate this Agreement or any interest therein in whole or in part by agreement or novation.

4. The Center agrees that it is, and at all times 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 the Center shall not, at any time or for any purpose, be deemed an agent, servant or employee of the Town.

5. The Center agrees to indemnify, defend and hold harmless the Town, its agents, its servants and employees from and against any and all claims of liability, damages, and losses including, but not limited to reasonable attorney fees and expenses, sought for bodily injury and/or damage to property caused by the intentional acts or negligence of the agents, servants and employees of the Center resulting from its operation, use and maintenance of the facilities of the Center. In addition, the Center agrees, prior to the commencement of this Agreement or any renewal thereof, to obtain at its own cost and expense, policies of insurance, insuring the Center and the Town (as "additional insured") against any claims from any and all persons for bodily injury and/or property damage. Such policies shall have limits with respect to personal injuries of no less than \$1,000,000.00 per occurrence and shall also insure against property damage with limits of no less than \$100,000.00 in respect to any one accident. Certificates of insurance duly reflecting this provision of this Agreement shall be delivered by the Center simultaneously with the execution of this Agreement. Certificates of Insurance shall be from insurance companies licensed by the State of New York Insurance Department and shall provide for the Town to be notified in writing thirty (30) days prior to any cancellation, non-renewal or material change.

6. The Center agrees that it shall at all times keep and maintain full and complete books and records of accounts in accordance with generally accepted accounting principals ("GAAP") 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 Agreement. The Center shall, upon expenditure of the grant, provide the Department of Parks and Recreation with a detailed written report of the expenditures made.

7. The Center agrees to report to the Department of Parks and Recreation at such times and in such manner and form prescribed as to services performed pursuant to this Agreement.

8. The Center agrees that in the performance of its services it will comply with provisions of the Labor Law and Worker's Compensation Law of the State of New York if such may be applicable to its operations.

9. Subject to appropriations of funds by the Town Board, the Town agrees to pay the Center for the services provided by this Agreement, up to the amount of TWO THOUSAND FIVE HUNDRED SIXTY and 00/100 (\$2,560.00) DOLLARS, payable as follows:

- (a) Said sum shall be paid upon the presentation to the Town, by the Center, of monthly claims which shall be based upon actual expenditures incurred, accompanied with substantive data / or supporting vouchers that will substantiate the expenditures.

10. Recognizing that the Town will utilize the aforesaid proof of expenditures as the basis for its claims to the New York State Division For Youth for reimbursement, the Center agrees that should the Division disallow any items of claims in whole or in part as improper or lacking in sufficient supportive evidence, the Center shall be responsible for reimbursing the Town for the disallowed amount.

11. It is mutually understood and agreed that this Agreement may be terminated by the Town without prior notices for any of the following reasons:

- (a) If the State aid from the Division For Youth in effect is discontinued or substantially impaired, or modified, or
- (b) If, at any time after thorough review, the Town shall deem the Center to have violated this Agreement in any substantial manner, or if the Town shall decide that the services rendered by the Center shall for any reason not be to its satisfaction.

12. The term of this Agreement shall commence as of January 1, 2018 and terminate the 31st day of December 2018.

13. This Agreement sets forth the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein and supersedes all prior agreements, promises, understandings, arrangements, representations or warranties, whether oral or written by any party hereto or by any related or unrelated third party.

14. This Agreement may not be changed or modified orally. Any change or modifications shall be in writing, signed by the party against whom enforcement of any change or modification is sought.

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

TOWN OF HEMPSTEAD

By: _____
DONALD X. CLAVIN, JR.
Supervisor

INCORPORATED VILLAGE OF EAST ROCKAWAY

By: Bruno F. Romano
Executive Director

STATE OF NEW YORK)

:SS.:

COUNTY OF NASSAU)

On this _____ day of _____, 2021, before me personally came DONALD X. CLAVIN, JR., to me known and known to me to be the Supervisor of the Town Board of the Town of Hempstead, Nassau County, New York, who being by me duly sworn did depose and say that he resides at _____; that he is the Supervisor of the Town Board of the Town of Hempstead, Nassau County, New York, the corporation described in and which executed the above agreement, and that he knows the corporate seal of said corporation; that the seal affixed to said agreement is such corporate seal; that it was so affixed by order of the Town Board of the Town of Hempstead, Nassau County, New York, and that by like order he thereunto signed his name as official designation.

Notary Public

STATE OF NEW YORK)

:SS.:

COUNTY OF NASSAU)

On this 28th day of June, 2022, before me personally came BRUNO F. ROMANO to me known, who being by me duly sworn did depose and say that (s)he resides at _____; that (s)he is the Executive Director of INCORPORATED VILLAGE OF EAST ROCKAWAY, the association described in and which executed the foregoing instrument; and that it was so affixed by order of the Board of Directors of said association and that he signed his name thereto by like order.

Patricia Renner
Notary Public

PATRICIA RENNER
NOTARY PUBLIC, State of New York
No. 01RE0116882
Qualified in Nassau County
Commission Expires October 4, 2024

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

**RESOLUTION APPROVING A CONTRACT WITH
THE INCORPORATED VILLAGE OF EAST ROCKAWAY;
AND AUTHORIZING A NEW YORK STATE DIVISION FOR YOUTH GRANT**

WHEREAS, the Town of Hempstead (hereinafter the "Town") has made application to the NYS Office of Children and Family Services (hereinafter the "OCFS"), for a grant to support the Town grants made to the organizations which have been qualified by the Division for Youth, and application has been adopted by the Town Board under Resolution No. 1217-2020, adopted November 17, 2020; and

WHEREAS, THE INCORPORATED VILLAGE OF EAST ROCKAWAY, having its principal office at 17 John Street, East Rockaway, New York is one such organization qualified under the provisions of the Division for Youth, Youth Development/Delinquency Prevention Program, and said organization now makes application to the Town of Hempstead for a grant for youth services to be provided for a term commencing January 1, 2019 and terminating December 31, 2019.

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

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor is hereby authorized to execute a contract between the Town of Hempstead and THE INCORPORATED VILLAGE OF EAST ROCKAWAY, for the provision of youth services, upon such terms, conditions and stipulations as the Supervisor may deem fit and proper, for the term commencing January 1, 2019 and terminating December 31, 2019; and

BE IT FURTHER RESOLVED, that the Town Board hereby directs payment to THE INCORPORATED VILLAGE OF EAST ROCKAWAY, the sum TWO THOUSAND FIVE HUNDRED SIXTY and 00/100 (\$2,560.00) DOLLARS to be made on the presentation of a claim for actual expenditures incurred, accompanied by substantive data that will support such expenditures. Such payment to be charged against the Town of Hempstead Account No. 400-007-7110-4740/Youth Guidance; and

BE IT FURTHER RESOLVED, that the Commissioner of the Department of Parks and Recreation is authorized to make claim upon the OCFS for reimbursement of the Town's expenditure to the extent provided for by the terms of the OCFS grant.

The foregoing resolution was adopted upon roll call as follows:

AYES: ()

NOES: ()

Item # 27

Case # 13584
19

CONTRACT FOR PERSONAL SERVICES
By and Between
TOWN OF HEMPSTEAD
and
INCORPORATED VILLAGE OF EAST ROCKAWAY

COPY

AGREEMENT made as of the 1st day of January, 2019, by and between the Town of Hempstead (hereinafter called the "Town"), a domestic municipal corporation having its principal offices at One Washington Street, Hempstead, New York, and the INCORPORATED VILLAGE of EAST ROCKAWAY, (hereinafter called the "Center") a non-profit corporation having its principal office at 17 John St., East Rockaway, NY 11518

WITNESSTH THAT:

WHEREAS, the Town has made application to the NYS Office of Children and Family services (hereinafter "OCFS"), for a grant to fund certain youth programs serving Town residents; and

WHEREAS, the aforementioned youth programs are sponsored and administered by private organizations which have been qualified by the Division for Youth to receive State funding; and

WHEREAS, the Center is one such organization qualified by the Division for Youth and again makes application for a grant in the sum of TWO THOUSAND FIVE HUNDRED SIXTY and 00/100 (\$2,560.00) DOLLARS, to assist in its program for the calendar year 2019; and

WHEREAS, the Town Board deems it to be in the public interest to respond favorably to such plea.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. The Center agrees to continue its operations located at 17 John St., East Rockaway, NY 11518, during the term of this Agreement.
2. The Center agrees that such youth program will be supervised and directed by competent adult personnel.

3. The Center agrees not to assign, transfer, or hypothecate this Agreement or any interest therein in whole or in part by agreement or novation.

4. The Center agrees that it is, and at all times 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 the Center shall not, at any time or for any purpose, be deemed an agent, servant or employee of the Town.

5. The Center agrees to indemnify, defend and hold harmless the Town, its agents, its servants and employees from and against any and all claims of liability, damages, and losses including, but not limited to reasonable attorney fees and expenses, sought for bodily injury and/or damage to property caused by the intentional acts or negligence of the agents, servants and employees of the Center resulting from its operation, use and maintenance of the facilities of the Center. In addition, the Center agrees, prior to the commencement of this Agreement or any renewal thereof, to obtain at its own cost and expense, policies of insurance, insuring the Center and the Town (as "additional insured") against any claims from any and all persons for bodily injury and/or property damage. Such policies shall have limits with respect to personal injuries of no less than \$1,000,000.00 per occurrence and shall also insure against property damage with limits of no less than \$100,000.00 in respect to any one accident. Certificates of insurance duly reflecting this provision of this Agreement shall be delivered by the Center simultaneously with the execution of this Agreement. Certificates of Insurance shall be from insurance companies licensed by the State of New York Insurance Department and shall provide for the Town to be notified in writing thirty (30) days prior to any cancellation, non-renewal or material change.

6. The Center agrees that it shall at all times keep and maintain full and complete books and records of accounts in accordance with generally accepted accounting principals ("GAAP") 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 Agreement. The Center shall, upon expenditure of the grant, provide the Department of Parks and Recreation with a detailed written report of the expenditures made.

7. The Center agrees to report to the Department of Parks and Recreation at such times and in such manner and form prescribed as to services performed pursuant to this Agreement.

8. The Center agrees that in the performance of its services it will comply with provisions of the Labor Law and Worker's Compensation Law of the State of New York if such may be applicable to its operations.

9. Subject to appropriations of funds by the Town Board, the Town agrees to pay the Center for the services provided by this Agreement, up to the amount of TWO THOUSAND FIVE HUNDRED SIXTY and 00/100 (\$2,560.00) DOLLARS, payable as follows:

- (a) Said sum shall be paid upon the presentation to the Town, by the Center, of monthly claims which shall be based upon actual expenditures incurred, accompanied with substantive data / or supporting vouchers that will substantiate the expenditures.

10. Recognizing that the Town will utilize the aforesaid proof of expenditures as the basis for its claims to the New York State Division For Youth for reimbursement, the Center agrees that should the Division disallow any items of claims in whole or in part as improper or lacking in sufficient supportive evidence, the Center shall be responsible for reimbursing the Town for the disallowed amount.

11. It is mutually understood and agreed that this Agreement may be terminated by the Town without prior notices for any of the following reasons:

- (a) If the State aid from the Division For Youth in effect is discontinued or substantially impaired, or modified, or
- (b) If, at any time after thorough review, the Town shall deem the Center to have violated this Agreement in any substantial manner, or if the Town shall decide that the services rendered by the Center shall for any reason not be to its satisfaction.

12. The term of this Agreement shall commence as of January 1, 2019 and terminate the 31st day of December 2019.

13. This Agreement sets forth the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein and supersedes all prior agreements, promises, understandings, arrangements, representations or warranties, whether oral or written by any party hereto or by any related or unrelated third party.

14. This Agreement may not be changed or modified orally. Any change or modifications shall be in writing, signed by the party against whom enforcement of any change or modification is sought.

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

TOWN OF HEMPSTEAD

By: _____
DONALD X. CLAVIN, JR.
Supervisor

INCORPORATED VILLAGE OF EAST ROCKAWAY

By: Bruno F. Romano
Executive Director

STATE OF NEW YORK)

:ss.:

COUNTY OF NASSAU)

On this _____ day of _____, 2021, before me personally came DONALD X. CLAVIN, JR., to me known and known to me to be the Supervisor of the Town Board of the Town of Hempstead, Nassau County, New York, who being by me duly sworn did depose and say that he resides at _____; that he is the Supervisor of the Town Board of the Town of Hempstead, Nassau County, New York, the corporation described in and which executed the above agreement, and that he knows the corporate seal of said corporation; that the seal affixed to said agreement is such corporate seal; that it was so affixed by order of the Town Board of the Town of Hempstead, Nassau County, New York, and that by like order he thereunto signed his name as official designation.

Notary Public

STATE OF NEW YORK)

:ss.:

COUNTY OF NASSAU)

On this 28th day of June, 2021 before me personally came BRUNO F ROMANO to me known, who being by me duly sworn did depose and say that (s)he resides at _____; that (s)he is the Executive Director of INCORPORATED VILLAGE OF EAST ROCKAWAY, the association described in and which executed the foregoing instrument; and that it was so affixed by order of the Board of Directors of said association and that he signed his name thereto by like order.

Patricia Renner
Notary Public

PATRICIA RENNER
NOTARY PUBLIC, State of New York
No. 01RE0116082
Qualified in Nassau County
Commission Expires October 4, 2024

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE DISPOSAL OF OBSOLETE
EQUIPMENT FROM THE DEPARTMENT OF
CONSERVATION AND WATERWAYS

WHEREAS, the Commissioner of the Department of Conservation and Waterways advises the Town Board that the below delineated equipment should be declared obsolete and auctioned as per the regulations and guidelines of the Town of Hempstead Department of Purchasing;

Obsolete Vehicles:

2000 Peterbilt Tractor 1XP5DB9X3YN507476
2008 Chevy Silverado 2500 1GCHK23U31F137634
2002 Chevy Blazer 1GNLT13W22K209219
1987 Chevy P30 Box Truck 1GCJP32JX43310717
1986 Ford Dump Truck 1FDXR74N4GVA10266
1987 Chevy P30 Box Truck 1GCJP32J2H3325847
2006 Chevy Silverado 2500 1GCHK29U46E252845
2006 Ford Escape 1FMYU96H96KD56111
2008 Chevy Colorado 1GCCS143788124119
1994 Ford Tow Truck 2FDLF47M6RCA04468
2008 Ford Escape 1FMCU49H08KB75409
2006 Chevy TrailBlazer 1GNLT13S762121043
2001 Chevy Astro Van 1GNEL19W91B116529
2001 Chevy Tahoe 1GNEK13V81J29352

Obsolete Equipment:

1987 Ledwell Landoll Trailer 1L9GV72AHL033754
1984 Case Backhoe 9871443
1995 New Holland Backhoe 555D
1987 Link-Belt LS-5800A A9H6-642
1987 Boston Whaler 22' BWC5H153D888
(2) 3 x 14 Aluminum Ramps

NOW, THEREFORE, BE IT

RESOLVED, that the Department of Conservation and Waterways be and hereby is authorized to declare the previous listed equipment obsolete; and

FURTHER RESOLVED, that monies received from auction of said obsolete equipment shall be deposited into the appropriate town fund.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

28

Case #

12113

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption as follows:

**RESOLUTION TO INCREASE PHYSICAL FITNESS
INSTRUCTOR COMPENSATION**

WHEREAS, the Town of Hempstead, through its Department of Parks and Recreation (“Department”), hosts a wide variety of “Physical Fitness” instruction classes throughout the year (collectively the “Town’s Physical Fitness Instruction Classes”) for the enjoyment and physical well-being of its constituents; and

WHEREAS, the Department periodically retains qualified independent contractors as Instructors to teach such Physical Fitness Instruction Classes; and

WHEREAS, these Physical Fitness Instructors are customarily each paid on a per class basis by the Town; and

WHEREAS, these Physical Fitness Instructors have not had an increase in pay rates for over five plus years; and

WHEREAS, the Commissioner of the Department hereby recommends to this Town Board that it would be appropriate to raise each Instructor’s pay by \$5.00 per each class taught; and

WHEREAS, this Town Board hereby finds that such a payment adjustment for Instructors of the Town’s Physical Fitness Classes is warranted at this time.

NOW, THEREFORE, BE IT

RESOLVED, that the respective pay rates for each Physical Fitness Instructor be and hereby is raised by an amount equal to \$5.00 per class.

The foregoing resolution was adopted upon roll call as follows:

AYES: ()

NOES: ()

Item #

29

Case #

11046

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE AWARD
OF AN EXTENSION OF TOH CONTRACT #16-2020 FOR
YEARLY REQUIREMENTS FOR:

Maintenance, Repair & Test Synthetic Turf Fields

WHEREAS, the Division of Purchasing solicited proposals for TOH
Contract #16-2020, Yearly Requirements for: Maintenance, Repair & Test Synthetic Turf
Fields

WHEREAS,

The LandTek Group, Inc.

was the successful bidder and was awarded a contract for the above referenced
services from 6/1/21 to 5/31/22 and;

WHEREAS, following an evaluation of the aforementioned contract it has been
determined that an extension of this contract as contemplated in the specifications of said
bid solicitation and contract award is warranted for the period of 6/1/22 thru 5/31/23 and;

WHEREAS, the Town Board has determined that this extension can be granted
under the terms and conditions set forth and is in compliance with all applicable laws,
ordinances and policies of the Town;

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board hereby awards an extension of TOH Contract #
16-2020 Yearly Requirements for: Maintenance, Repair & Test Synthetic Turf for a
period from 6/1/22 thru 5/31/23 to:

LandTek Group, Inc., 105 Sweeneydale Ave., Bay Shore, NY 11706

And; be it further

RESOLVED, that monies due and owing in conjunction with these contracts for a
period delineated, to be paid out of the appropriate department designated expense
accounts.

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 AN EXTENSION OF TOH CONTRACT #17-2020 FOR
YEARLY REQUIREMENTS FOR:

Fence Repair & Replacement

WHEREAS, the Division of Purchasing solicited proposals for TOH
Contract #17-2020, Yearly Requirements for: Fence Repair & Replacement

WHEREAS,

The LandTek Group, Inc.

was the successful bidder and was awarded a contract for the above referenced
services from 3/19/20 to 2/28/22 and;

WHEREAS, following an evaluation of the aforementioned contract it has been
determined that an extension of this contract as contemplated in the specifications of said
bid solicitation and contract award is warranted for the period of 3/1/22 thru 2/28/23 and;

WHEREAS, the Town Board has determined that this extension can be granted
under the terms and conditions set forth and is in compliance with all applicable laws,
ordinances and policies of the Town;

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board hereby awards an extension of TOH Contract #
17-2020 Yearly Requirements for: Fence Repair & Replacement for a period from
3/19/22 thru 2/28/23 to:

LandTek Group, Inc., 105 Sweeneydale Ave., Bay Shore, NY 11706

And; be it further

RESOLVED, that monies due and owing in conjunction with these contracts for a
period delineated, to be paid out of the appropriate department designated expense
accounts.

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 AN EXTENSION & PRICE INCREASE OF TOH CONTRACT #54-2020
FOR YEARLY REQUIREMENTS FOR: Sealers & Paint Accessories

And;

WHEREAS, the Division of Purchasing solicited proposals for TOH Contract #54-2020, Yearly Requirements for Sealers & Paint Accessories and;

WHEREAS,

Sherwin Williams Company
Fourmen Corp. d/b/a Willis Paints
Jamaica Hardware & Paints Inc.
Walsh & Hughes, Inc. d/b/a Velvetop

were the successful bidders and were awarded a contract for the above referenced services from 3/9/21 to 2/28/22 and;

WHEREAS, following an evaluation of the aforementioned contract it has been determined that an extension and/or price increase of this contract as contemplated in the specifications of said bid solicitation and contract extension and/or price increase is warranted for the period of 3/1/22 through 2/28/23 and;

WHEREAS, the Town Board has determined that this extension and/or price increase can be granted under the terms and conditions set forth and is in compliance with all applicable laws, ordinances and policies of the Town;

WHEREAS, Velvetop is requesting a nominal Price Increase which is deemed reasonable and substantially due to provably increased costs and is in compliance with all policies of the Town.

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board hereby awards an extension and/or nominal price increase of TOH Contract #54-2020 Yearly Requirements for Sealers & Paint Accessories for a period from 3/1/22 through 2/28/23 to:

Sherwin Williams Company, 80 Express St., Plainview, NY
Fourmen Corp., d/b/a Willis Paints, 35A Mineola Ave., Roslyn Heights, NY
Jamaica Hardware & Paints Inc., 131-01 Jamaica Ave., Richmond Hill, NY
Walsh & Hughes, Inc., d/b/a Velvetop, 1455 New York Ave., Huntington Station, NY

And, be it further

RESOLVED, that the Comptroller is hereby authorized and directed to make payment of the monies due and owing in conjunction with this contract for a period as delineated out of the appropriate departmental accounts.

The foregoing was adopted upon roll call as follows:

AYES: ()

NOES: ()

* * * * *

Item #

32

Case #

29734

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved

it's adoption:

**RESOLUTION RATIFYING AND CONFIRMING A CONTRACT
FOR COMMERCIAL GENERAL LIABILITY INSURANCE FOR
BAY HOUSE LEASES LOCATED IN THE TOWN OF HEMPSTEAD**

WHEREAS, the Town of Hempstead (the "Town") has twenty-nine (29) leases involving property owned by the Town and leased to owners of certain structures known as bay houses (the "Property"); and

WHEREAS, the Town requires a general liability insurance policy to cover the Property for the period of July 25, 2022 to July 25, 2023; and

WHEREAS, the Town received a favorable pricing and coverage quote from Stack Insurance Agency, located at 555 Broadhollow Road, Melville, New York 11747; and

WHEREAS, the Commissioner of the Department of Conservation and Waterways (the "Commissioner") has recommended placement of the policy as quoted; and

WHEREAS, consistent with the Commissioner's recommendation, the Town Board deems it to be in the best interest of the Town to ratify and confirm the policy;

NOW, THEREFORE, BE IT

RESOLVED, that the policy obtained from Stack Insurance Agency, to cover the Property, is hereby ratified and confirmed by this Town Board; and be it further

RESOLVED, that the Comptroller is hereby authorized and directed to pay the premium from the General Fund Insurance Account Code 010-001-1910-4070 in an amount that shall not exceed \$17,085.08, which amount shall be assessed equally among all bay house leases.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

33

Case #

16452

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AWARDED BID CONTRACT #40-2022 FOR PROFESSIONAL SERVICE CONTRACT FOR THE MOST QUALIFIED REGISTERED ARCHITECT OR PROFESSIONAL ENGINEER THROUGHOUT THE TOWN OF HEMPSTEAD.

WHEREAS, the Director of Purchasing, on behalf of the Acting Commissioner of the Building Department, advertised a public bid for the professional services for registered architect or professional engineer throughout the Town of Hempstead pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures"; and

WHEREAS, the following bids were received on May 11, 2022, and referred to the Building Department for review:

| No. | Name & Address of Bidder | BID INFO |
|-----|--|--------------------------|
| 1. | Cashin Associates, P.C. 1200 Veterans Memorial Highway, #200 Hauppauge, New York 11788 | Fee Schedule – All Items |
| 2. | Key Civil Engineering, P.C. 664 Blue Point Road, Unit B Holtsville, New York 11742 | Fee Schedule – All Items |
| 3. | LiRo Engineers, Inc. 3 Aerial Way Syosset, New York 11791 | Fee Schedule – All Items |
| 4. | Lockwood, Kessler & Bartlett, Inc. One Aerial Way Syosset, New York 11791 | Fee Schedule – All Items |

WHEREAS, the Acting Commissioner of the Building Department recommends said bid Cashin Associates, P.C., 1200 Veterans Memorial Highway, #200, Hauppauge, New York 11788, as the most qualified and in the best interest of the Town of Hempstead and;

WHEREAS, Cashin Associates, P.C., 1200 Veterans Memorial Highway, #200, Hauppauge, New York 11788, was selected on July 1st, 2022.

NOW THEREFORE, BE IT

RESOLVED, that the Contract Bid #40-2022 for the professional services for registered architect or professional engineer throughout the Town of Hempstead for the 60 month period of July 2022 through June 20, 2027, is hereby awarded to Cashin Associates, P.C., 1200 Veterans Memorial Highway, #200, Hauppauge, New York 11788, with payments to be made from Building Department Account #030-002-3620-4157, Fees and Services

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 34

ca. 6542

Adopted

offered the following resolution and moved its adoption as follows:

RESOLUTION AUTHORIZING PAYMENTS TO RDJM THEATER CORP.
WHICH IS CURRENTLY HOSTING THE SUMMER 2022 ANCHOR PROGRAM
MOVIE THEATER OUTINGS

WHEREAS, the Town's ANCHOR Program has enjoyed a long-standing working relationship with the following local area movie theater, which has periodically hosted numerous ANCHOR movie theater outings and is very accommodating to the large number of ANCHOR's special needs movie theater participants and staff:

- 1. RDJM Theatre Corp.
525 Bedford Avenue
Bellmore, NY 11710

and

WHEREAS, in order to ensure the timely payment of claims/invoices submitted by this movie theater for services rendered during the summer of 2022, the Commissioner of the Department of Parks & Recreation hereby recommends to this Town Board that it grant the Town's Comptroller the authority to make payments of movie theater claim/invoice payments for movie theater services actually rendered to the ANCHOR Program Movie Outings during the summer of 2022, to RDJM Theatre Corp., 525 Bedford Avenue, Bellmore, NY 11710, in an aggregate amount not to exceed \$17,000.00; and

WHEREAS, this Town Board finds that it is in the best interest of the Town and the ANCHOR program to grant such payment authority to the Town Comptroller in order to ensure the timely payment of future movie theater related invoices/claims submitted by RDJM Theatre Corp. in connection with its services rendered to the ANCHOR Program during the summer of 2022.

NOW, THEREFORE BE IT

RESOLVED, that the Town Comptroller be and hereby is authorized to make payments of movie theater claim/invoice payments for movie theater services actually rendered to the ANCHOR Program Movie Outings during the Summer 2022 program to RDJM Theatre Corp., 525 Bedford Avenue, Bellmore, NY 11710 in an aggregate amount not to exceed \$17,000.00; said payments to be made from account #400-0007-71100-4151-Fees & Services.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item# 35

Case # 16531

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND AFFIRMING A BASKETBALL CAMP SERVICE AGREEMENT WITH THE LONG ISLAND NETS

WHEREAS, the Department of Parks and Recreation ("Department") desires to host a four (4) day basketball instruction camp ("Basketball Camp") at Baldwin Park during the month of July 2022 for the benefit of the Town's residents; and

WHEREAS, it is important to the Department that said Basketball Camp be managed and operated by a duly qualified basketball instruction organization; and

WHEREAS, the Long Island Nets, LLC ("Nets"), with offices at 1255 Hempstead Turnpike, Uniondale, NY 11553 is NBA G League Affiliate of the Long Island Nets, and frequently conducts basketball camps and clinics for children; and

WHEREAS, the Commissioner of the Department hereby recommends to this Town Board that the retention of the Nets basketball instruction services be approved and that it accordingly ratify and affirm the Commissioner's prior execution of a related Basketball Camp Service Agreement with the Nets for the stated purpose of operating the aforementioned Basketball Camp; and

WHEREAS, this Town Board has determined that the retention of the Nets to operate the Basketball Camp is in the Town's best interest.

NOW, THEREFORE, BE IT

RESOLVED, that the Commissioner of the Department of Parks and Recreation's prior execution of a Basketball Camp Service Agreement with the Nets for the specific purpose of retaining the Nets basketball instruction services at the Basketball Camp, be and hereby is ratified and affirmed; and

BE IT FURTHER

RESOLVED, that the Comptroller be and hereby is authorized to make payments under said Basketball Service Agreement from Parks and Recreation Account number # 400-0007-71100-4151 in an amount not to exceed \$1,800.00.

The foregoing Resolution was adopted upon roll call as follows:

AYES: ()

NOES: ()

APPROVED

Frank Zupolo
Commissioner

Dept.-Parks & Recreation

Date 7/8/22

Item # 36

Case # 11096

Adopted

offered the following resolution and moved its adoption as follows:

RESOLUTION AUTHORIZING PAYMENTS TO CERTAIN BOWLING LANE FACILITIES THAT ARE CURRENTLY HOSTING THE SUMMER 2022 ANCHOR PROGRAM BOWLING OUTINGS

WHEREAS, the Town's ANCHOR Program has enjoyed a long-standing working relationship with the following two local area bowling lane facilities which have each periodically hosted numerous ANCHOR bowling outings and each of which is very accommodating to the large number of ANCHOR's special needs bowling participants and staff:

- 1. Pequa Bowling Alley Corp d/b/a
Massapequa Bowling Center
4235 Merrick Road
Massapequa, N.Y. 11758
- 2. Win Bowling Alley Corp. d/b/a
Baldwin Bowling Center
2407 Grand Avenue
Baldwin, N.Y. 11510

and

WHEREAS, in order to ensure the timely payment of claims/invoices submitted by these bowling lane facilities for services rendered during the summer of 2022, the Commissioner of the Department of Parks & Recreation hereby recommends to this Town Board that it grant the Town's Comptroller the authority to make payments of bowling service claim/invoice payments for bowling services actually rendered to the ANCHOR Program Bowling outings during the summer of 2022, to Pequa Bowling Alley Corp d/b/a Massapequa Bowling Center and Win Bowling Alley Corp. d/b/a Baldwin Bowling Center, in an aggregate amount not to exceed \$71,000.00; and

WHEREAS, this Town Board finds that it is in the best interest of the Town and the ANCHOR program to grant such payment authority to the Town Comptroller in order to ensure the timely payment of future bowling related invoices/claims submitted by the aforementioned bowling facilities in conjunction with their services rendered to the ANCHOR Program during the summer of 2022.

NOW, THEREFORE BE IT

RESOLVED, that the Town Comptroller be and hereby is authorized to make payments of bowling claim/invoice payments for bowling services actually rendered to the ANCHOR Program Bowling outings during the Summer 2022 program to Pequa Bowling Alley Corp d/b/a Massapequa Bowling Center and Win Bowling Alley Corp. d/b/a Baldwin Bowling Center in an aggregate amount not to exceed \$71,000.00; said payments to be made from account #400-0007-71100-4151-Fees & Services.

Item #

37

Case #


2964

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

APPROVED



Commissioner

Dept.-Parks & Recreation

Date 7/8/22

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE RATIFICATION AND AFFIRMATION OF VARIOUS INSTRUCTOR AGREEMENTS IN CONJUNCTION WITH THE DEPARTMENT OF PARKS AND RECREATION YOUTH SUMMER INSTRUCTIONAL CAMPS

WHEREAS, the Department of Parks and Recreation ("Department") customarily offers Youth Summer Instructional Camp Programs open to Town of Hempstead youth:

| | |
|----------------|---|
| Soccer | 4 days per week, 3 hours per day - July 11-July 21, 2022 |
| Cheerleading | 4 days per week, 3 hours per day - July 25-July 28, 2022 |
| Basketball | 2 days, (July 23 rd and August 7 th) 3 ½ hours per session |
| Outdoor Skills | 2 Sessions (July 16, 2022) 3 hours per session |

and;

WHEREAS, in conjunction with its Youth Summer Instructional Camp Programs ("Camp Programs"), the Department has entered into several Instructor Agreements for the Camp Programs, as more particularly identified on Schedule "A" attached hereto; and

WHEREAS, the Commissioner of the Department hereby recommends to this Town Board that each of the previously executed Instructor Agreements respectively identified on Schedule "A" be ratified and affirmed; and

WHEREAS, this Town Board finds that the ratification and affirmation of the Instructor Agreements respectively identified on Schedule "A" in conjunction with the Camp Programs is in the best interest of the Town.

NOW, THEREFORE, BE IT

RESOLVED, that the aforementioned previously executed Instructor Agreements are each hereby ratified and affirmed; and

BE IT FURTHER

RESOLVED, that the Comptroller be and hereby is authorized to make payments under the aforementioned Instructor Agreements from Parks and Recreation Account number 400-007-71100-4151.

The foregoing resolution was adopted upon roll call as follows:

YES: ()

NOES: ()

Item # 38

Case # 11096

CASE NO.

RESOLUTION NO.

Adopted:

Councilmember

moved the following resolution's adoption:

RESOLUTION AUTHORIZING THE TOWN OF HEMPSTEAD TO APPLY FOR FUNDING FROM THE NEW YORK STATE ENVIRONMENTAL FACILITIES CORPORATION PURSUANT TO THE RESTORATION OF MARSHLANDS IN HEMPSTEAD BAY AND TO UTILIZE A MINIMUM OF 10% OF COSTS FOR PROJECT RELATED IN-KIND SERVICES AS THE LOCAL MATCH.

WHEREAS, the Town of Hempstead (the "Town") Department of Conservation & Waterways (the "Department") has the responsibility of managing the wetlands within Hempstead Bay with the Department's primary mission being the protection and study of the Town's natural resources, including the local waterways and wetlands; and

WHEREAS, there is an opportunity to obtain sufficient grant funding (the "Funding") from the Green Innovations Grant Program ("GIGP") of the New York State Environmental Facilities Corporation ("EFC") to restore submerging marshlands (the "Project"); and

WHEREAS, the Funding requires a local match, and GIGP accepts In-Kind Match ("IKM") in the form of salaries and supplies incurred during the implementation of the Project totaling at least 10% of the project costs; and

WHEREAS, the Commissioner of the Department recommends this Board authorize a grant application for the Funding from GIGP of EFC, and the Town's participation in the Project;

NOW, THEREFORE, BE IT

RESOLVED, the Department is authorized to apply for and accept the Funding from GIGP of EFC; to participate in the Project; and all encumbrances, appropriations, and expenditures of funds necessary to meet the terms and obligations of the grant Fundings are authorized.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

39

Case #

21888

WHEREAS, the Town Board believes it is in the best interest of the public to repurpose the excess funding; and

NOW THEREFORE BE IT:

RESOLVED, that the excess funding that Recipient Entities will not and have not utilized will be repurposed and made available, as appropriate in due course, to cover unbudgeted necessary expenses incurred directly related to the COVID-19 pandemic by the Town and/or other eligible Recipient Entities to be determined, be it further:

RESOLVED, that the Comptroller shall make such funds available upon presentation to him of all documentation he may deem necessary to confirm the lawful and proper use of the funds, with invoices which sufficiently demonstrate that the funds were used for proper unbudgeted direct expenses incurred as a result of the COVID-19 public health emergency, be it further:

RESOLVED, that such documentation shall include an executed grant of funds agreement signed by a person in authority, acceptable to the Town Attorney, stating that they agree that in the event the Federal Government determines that the expenditure of the funds, or any part thereof, was in any manner improper and determines to demand the return of the funds, or any part thereof, the Recipient Entity shall be legally responsible for reimbursing the Town of the amount equal to the amount of funds obligated to be returned, and the Recipient Entity shall hold the Town harmless, be it further:

RESOLVED, that any legal impediment to the foregoing is hereby superseded and overridden, pursuant to the emergency declaration issued by the Supervisor on March 16, 2020,

and/or any other applicable law or declaration, which remains
in effect, be it further:

RESOLVED, that all such funds shall be paid out of
010-0001-14200-4158.

The foregoing resolution was adopted upon roll call as
follow:

AYES:

NOES:

CASE NO.

RESOLUTION NO.

ADOPTED:

Councilmember

moved the following resolution's adoption:

**RESOLUTION AMENDING TBR #212-2022
REGARDING AUTHORIZING THE TOWN
ATTORNEY TO ASSIGN MATTERS AND
OTHERWISE RETAIN OUTSIDE COUNSEL.**

WHEREAS, this Town Board authorized the Town Attorney to assign matters and otherwise retain outside counsel pursuant to Town Board Resolution #212-2022; and

WHEREAS, the Town Attorney's Office issued a supplemental request for qualifications to consider additional attorneys and law firms interested in representing and advising the Town, and reviewed the responses; and

WHEREAS, the Town Attorney's Office requests authorization to assign matters to any of the following additional firms (the "Additional Firm(s)") when outside counsel is necessary or beneficial to the Town:

| Additional Firms |
|--|
| Cruser Mitchell Novitz Sanchez Gaston & Zimet, LLP 341 Conklin Street Farmingdale, NY 11735 |
| LAH Law Firm, L.L.P 100 Duffy Ave, Suite 510 Hicksville, NY 11801 |
| Manning & Kass, Ellrod, Ramirez, Treseter, LLP 100 Wall Street, Suite 700 New York, NY 10005 |
| Milber Makris Plousadi & Seiden, LLP 1000 Woodbury Road, Suite 402 Woodbury, NY 11797 |

; and

WHEREAS, the Board finds it in the best interests of the Town to authorize the Town Attorney's Office to assign matters to any of the Additional Firms when outside counsel is necessary or beneficial to the Town; now, therefore, be it

RESOLVED, Town Board Resolution #212-2022 is amended only in so far as to also authorize the Town Attorney's Office to assign matters when outside counsel is necessary or beneficial to the Town to any of the Additional Firms; and be it further,

RESOLVED, all aspects of Town Board Resolution #212-2022 shall apply to the Additional Firms.

Item #

42

Page

1 of

Case #

27490

The foregoing was adopted upon roll call as follows:

AYES:

NOES:

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE NEW YORK STATE OFFICE OF PARKS, RECREATION & HISTORIC PRESERVATION

WHEREAS, the New York State Office of Parks, Recreation & Historic Preservation ("OPRHP") manages an Environmental Protection Fund Grant Program ("EPF") and released the parameters for associated EPF funding opportunities in 2022 in conjunction with the State's Consolidated Funding Application ("CFA"); and

WHEREAS, subject to approval by OPRHP, eligible EPF projects may receive reimbursement funding from the State up to a maximum of \$250,000 based on a 50/50 funding split between the State and the particular local municipality; and

WHEREAS, the CFA deadline for this year's EPF Grants is July 29, 2022; and

WHEREAS, the Commissioner of the Department of Parks and Recreation ("Department") hereby respectfully recommends to this Town Board that he, on behalf of the Town, be granted the requisite authority to submit an EPF Grant Application in connection with the Department's desire to resurface approximately 4,000 feet of pedestrian pathways throughout Newbridge Road Park in order to enhance the overall walking experience for residents enjoying the many amenities of the Park; and

WHEREAS, this Town Board finds that it is in the best interest of the Town to seek an EPF Grant for the specific purpose of resurfacing the pedestrian pathways at Newbridge Road Park and to accordingly grant the Commissioner of the Department the requisite authority to submit a Consolidated Funding Application for such purpose.

NOW, THEREFORE, BE IT

RESOLVED, that the Commissioner of the Department of Parks and Recreation be and hereby is granted the requisite authority to submit a Consolidated Funding Application as well as all related documentation for the specific purpose of securing an EPF Grant related to funding the Department's contemplated project consisting of the resurfacing of the pedestrian walkways in Newbridge Road Park.

The foregoing Resolution was adopted upon roll call as follows:

AYES: ()

NOES: ()

APPROVED

Frank J. Zappala
Commissioner
Dept.-Parks & Recreation
Date 7/8/00

Item # 43

Case # 26493

CASE NO.

RESOLUTION NO.

Adopted:

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

RESOLUTION AMENDING RESOLUTION# 744-2022 TO RESCIND THE AWARD OF CONTRACT# 70-2021 TO THE LOWEST BIDDER AND TO CORRESPONDINGLY AWARD SAID CONTRACT TO THE SECOND LOWEST BIDDER FOR THE YEARLY REQUIREMENTS OF THE CLEANING OF RESTROOMS AT CAMP ANCHOR FOR THE DEPARTMENT OF PARKS AND RECREATION

WHEREAS, by Resolution# 744-20222 duly adopted by this Town Board on June 14, 2022, Tulson Enterprise Corp., was awarded Contract# 70-2021 for the cleaning of the restrooms at Camp ANCHOR ("Group I"); and

WHEREAS, Tulson Enterprise Corp., has subsequently rescinded its bid due to a misunderstanding of the bid specs included in the bid package; and

WHEREAS, the Commissioner of the Department of Parks and Recreation respectfully recommends to this Town Board that it rescind the previous award of Contract#70-2021 to Tulson Enterprise Corp. and accept the Group I bid submitted by Jantech Industries, LLC., 23 South Main Street, Freeport, N.Y., 11520 as being the second 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 Jantech Industries, LLC., and award it Contract# 70-2021

NOW, THEREFORE, BE IT

RESOLVED, that the Group I bid from Jantech Industries, LLC., 23 South Main Street, Freeport, N.Y., 11520, be and hereby is accepted and approved and that it be awarded Contract#70-2021; and

BE IT FURTHER

RESOLVED, that the Town Comptroller be and is hereby authorized to make associated payments to Jantech Industries, LLC., 23 South Main Street, Freeport, N.Y., 11520, from Parks and Recreation Code 400-0007-71100-4151 – Fees & Services

AYES:

NOES

Item #

45

Case #

16531

Case No.

Resolution No.

Adopted:

Councilmember

moved the following resolution's adoption:

**RESOLUTION AUTHORIZING AN EDUCATIONAL AFFILIATION
AGREEMENT BETWEEN NORTHWELL HEALTH, INC.
ON BEHALF OF ITS CENTER FOR LEARNING AND
INNOVATION AND THE TOWN OF HEMPSTEAD EMS**

WHEREAS, Northwell Health, Inc., with a primary place of business located at 2000 Marcus Avenue, New Hyde Park, New York 11042, on behalf of its Center for Learning and Innovation ("Northwell CLP"), desires to have students in its Paramedic program undergo a required field internship program by riding on Town of Hempstead EMS ambulances; and

WHEREAS, Northwell CLI and the Town of Hempstead EMS desire to cooperate with one another to develop and establish a field internship program for the Northwell CLI's paramedic students (the "Program"); and

WHEREAS, the Town of Hempstead EMS is willing to enter into an agreement with the Northwell CLI for the Program; and

WHEREAS, the Town of Hempstead EMS recommends this Board authorize an agreement between the Town of Hempstead EMS and Northwell CLI for the Program;

NOW, THEREFORE, BE IT

RESOLVED, an agreement between the Town of Hempstead EMS and Northwell CLI for the Program is authorized, and David Neubert, M.D., the Town of Hempstead's Medical Director, is authorized to execute any documents necessary to effect the agreement.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 415 Page 1 of 1

Case # 3072

**EDUCATIONAL AFFILIATION AGREEMENT
BETWEEN
NORTHWELL HEALTH, INC.
ON BEHALF OF ITS
CENTER FOR LEARNING AND INNOVATION
AND
TOWN OF HEMPSTEAD EMS**

THIS AGREEMENT made and entered into as of the 1st day of February, 2022, by and between Northwell Health, Inc., including any entity that is wholly owned, corporately controlled or commonly owned or controlled, by Northwell Health, Inc., including its hospitals, ambulatory care sites, physician practices and other Northwell Health, Inc. facilities with a primary place of business located at 2000 Marcus Avenue, New Hyde Park, New York 11042 ("Northwell") on behalf of its Center for Learning and Innovation ("CLI") and Town of Hempstead EMS, a corporation organized and existing under the laws of the State in which it is situated, with its principal place of business located at 1401 Lido Boulevard, PO Box 194, Point Lookout, New York 11569 (the "Company").

WHEREAS, the CLI desires to have students in its Paramedic program undergo a required field internship program by riding on Company ambulances; and

WHEREAS, the parties desire to cooperate with one another to develop and establish a field internship program for the CLI's Paramedic students as described more fully herein (the "Program"); and

WHEREAS, the Company is willing to accept the CLI's Paramedic students for such purposes; and

WHEREAS, the purpose of this Agreement is to stipulate the nature of the services to be provided by, as well as the rights and obligations of, each party,

NOW, THEREFORE, in consideration of the terms, conditions and covenants hereinafter set forth, the parties agree as follows:

1.0 Company Responsibilities.

1.1 The Company shall make its facilities available to students enrolled in the Paramedic Program (the "Participants"), to the extent practicable, in order to assist the CLI in conducting the Program, as described more fully in Exhibit A attached hereto and made a part hereof, giving due consideration to the Company's continuing need to deliver quality patient care, and the educational needs of the Participants.

1.2 Insofar as practicable and consistent with the objectives of this Agreement, the Company shall permit the use of Company materials or equipment for instructional purposes. In addition, to the extent that locker and/or storage facilities are available, the Company shall make such facilities available to the Participants during their periods of assignment to the Company. The Company shall in no way be liable to the Participants for any loss, damage, theft or injury to any property or personal belongings of the Participants stored or placed in any such locker. The Participants' use of any locker and/or storage space made available by the Company shall be solely at their own risk.

1.3 The Company's Cafeteria shall be available to Participants during periods when they are assigned to the Company.

1.4 The Company shall provide teaching, training and on- and off-site supervision of Participants assigned to the Company under the Program. The qualifications of the individuals providing such services shall be documented by the Company and made available to the CLI upon request. The In-service Education Committee of the Company and Program faculty will meet as necessary and/or at the request of either party for purposes of evaluation of the progress and effectiveness of the clinical instruction provided by the Company.

1.5 The Company agrees that Company personnel shall cooperate with the CLI in the clinical education and training process and that the Company shall designate qualified personnel on staff at the Company to coordinate and assist in the supervision of the activities of the Participants.

1.6 The Company shall provide written evaluation of each Participant, including the provision of completed Field Internship Reports, of which a sample is attached hereto and made a part hereof, upon the completion of the Program.

2.0 CLI/Participant Responsibilities.

2.1 Except as hereinafter provided and subject to the Company's control of its services and facilities, the CLI shall otherwise have complete academic control of all phases of its Program, including (i) administration, (ii) planning, (iii) curriculum content and instruction, (iv) Faculty appointments, (v) the requirements for matriculation, promotion and graduation and (vi) maintaining the accreditation status, if any, of its CLI education programs.

2.2 The CLI shall prepare and submit to the Company a proposed schedule of Participant assignments and types of clinical education and training required. The number of Participants assigned to the Company, types of clinical education and training, the schedule and dates of affiliation during the contract year and all individual assignments shall be mutually agreed to by the CLI and the Company.

2.3 Participants shall not be in Company ambulances or other areas of the Company at hours other than those specifically agreed to by the Company. Any direct patient care, clinical services or other Program activities performed by the Participants while responding to a call with a Company ambulance shall at all times be under the supervision of authorized Company personnel.

2.4 The CLI shall maintain accurate and complete records and reports on the Participants' clinical education experience at the Company.

2.5 The Company will provide emergency medical treatment to Participants who become ill or injured while at the Company's offices or on a Company ambulance. The Participant so treated will be responsible for all charges for emergency care and any care or treatment, if elected, beyond emergency care.

2.6 The Participants shall be responsible for the housing, transportation, meals and other daily expenses of the Participants and the Company shall in no way be responsible for any such expenses.

3.0 Company's Right to Dismiss Participants.

At the Company's request, the CLI shall immediately suspend and remove from the Company and Program any Participants whenever, in the reasonable judgment of the Company, such removal is necessary to protect the safety or health of patients. Any Participants removed pursuant to this Paragraph may be permitted to return to the Program and the Company when and if the underlying problem or condition is resolved to the mutual satisfaction of the Company and the CLI.

4.0 Insurance/Indemnification.

4.1 Each party shall procure and maintain, at its sole expense, through carrier-issued insurance and/or self-insurance, commercial general liability insurance and professional liability (medical malpractice) insurance with New York State approved insurance carriers (to the extent such insurance is carrier-issued), covering, with respect to the CLI, the Participants and employees, and with respect to the Company, its employees and agents. Such professional liability (medical malpractice) insurance shall have limits of coverage One Million Dollars (\$1,000,000) per claim, and Three Million Dollars (\$3,000,000) in the annual aggregate, and such commercial general liability insurance shall have limits of coverage One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage including coverage for contractual liability and Two Million Dollars (\$2,000,000) annual aggregate. Both parties shall also maintain workers' compensation insurance and disability coverage as required by law as well as Employer's Liability insurance with limits of One Million Dollars (\$1,000,000) each accident/disease/policy limit.

4.2 In addition, Company shall procure and maintain, at its sole expense, throughout the term of this Agreement, auto liability insurance covering all vehicles owned, non-owned and hired, employed or operated by such party in the course of its performance of this Agreement against claims for bodily injury and property damage in an amount of no less than Five Million Dollars (\$5,000,000) combined single limit per occurrence. Nothing in the foregoing shall be construed as in any respect limiting any of the indemnity provisions contained in this Agreement.

4.3 All insurance maintained by Company (except Professional Liability, Workers Compensation and Disability Insurance) shall be primary and non-contributory to any insurance and/or self-insurance maintained by CLI but only to the extent of Company's indemnification obligations herein and shall include CLI, Northwell Health, Inc., Northwell Healthcare, Inc., joint ventures, and any and all of their respective parents, partners, subsidiaries, members, affiliates, officers, directors, trustees, employees, agents, successors, assigns and representatives, independent contractors and subcontractors as additional insured.

4.4 Each party will receive written notice from the other party's insurance carrier at least thirty (30) days prior to the cancellation, termination, or non-renewal of any of the above-mentioned insurance coverages. Cancellation shall be grounds for immediate termination of this Agreement by party receiving the notice. Except on the foregoing professional liability and workers' compensation insurance coverage of each party outlined herein, each party shall include the other party as an additional insured on their carrier-issued liability insurance. Each party shall provide the other with certificate(s) or other appropriate evidence of the insurance coverage required herein upon request. In the event any of the above-described coverage

is issued on a "claims-made" basis, the insured party shall maintain such coverage for a period of not less than three (3) years after termination, cancellation or non-renewal of this Agreement or shall obtain extended reporting period (tail) coverage or any other necessary action, that it and the individuals described above shall be covered as described above with respect to incidents occurring during the term of this Agreement and for three (3) years thereafter. All such insurance coverages shall survive the termination of this Agreement.

4.5 Each party ("Indemnifying Party") shall indemnify the other, their respective parents, partners, affiliates, subsidiaries, members, directors, officers, joint ventures, trustees, employees, agents, and representatives (each an "Indemnified Party", collectively "Indemnitees") against and for any loss, liability, cost, expense, fee, penalty, fine, claim or action that any Indemnified Party suffers or sustains or becomes liable for, arising out of or related to the negligent acts, omissions or willful misconduct of the Indemnifying Party, its employees, agents, subcontractors, or any other entity under Indemnifying Party's management, direction or control and/or the breach of the terms of this Agreement. This section shall survive the termination of this Agreement.

5.0 Term and Termination.

This Agreement shall be effective upon its execution and shall automatically continue unless terminated. Except as set forth in Paragraph 4.4, either of the parties to this Agreement may terminate this Agreement with or without cause upon sixty (60) days' prior written notice to the other party. Such termination shall not take effect with respect to Participants already participating in the Program until completion of that semester of clinical education and training.

6.0 Confidentiality.

The CLI shall ensure that (i) CLI and all Faculty and Participants have been trained in and will comply with all applicable federal, state and local laws and regulations governing the confidentiality of Northwell's medical records, including the confidentiality and disclosure requirements of New York State statutes and regulations concerning HIV/AIDS-related information, as well as the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and the Health Information Technology for Economic and Clinical Health Act and the regulations promulgated by HHS thereunder ("HITECH"), (ii) each Participant will execute Northwell's Confidentiality Attestation stating that they will comply with all of the foregoing requirements, and (iii) CLI and all Faculty and Participants will comply with the requirements set forth in Northwell's Notice of Privacy Practices.

7.0 Independent Contractors.

7.1 The Participants shall be considered invitees of the Company, and at all times be subject to and required to comply with all of the Company's policies, rules, regulations and procedures. Participants shall not be entitled to any compensation from the Company or to other benefits provided by the Company to its employees. The parties expressly disclaim any intention to enter into any employee/employer relationship, agency or joint venture relationship and agree to conduct themselves so as not to act or purport to act on behalf of the other. With respect to all work, duties and obligations hereunder, it is mutually understood and agreed that the Company and the CLI are at all times acting and performing as independent contracting parties and not as employees, agents, borrowed servants, joint venturers or partners, and such independent contractual relationships shall be respected hereunder.

7.2 No Participants shall in any way be considered servants, contractors, agents or employees of the Company. No Participants shall be entitled to any remuneration from the Company, or to fringe benefits, workers' compensation, disability or other rights and benefits normally afforded employees of the Company. This provision shall neither prohibit nor affect employment relationships between the Company and Participants that are separate and distinct from, and unrelated to, the Program.

7.3 Neither the CLI nor the Participants shall pay any stipend or other consideration to the Company for the clinical education and training provided pursuant to this Agreement.

8.0 Non-Discrimination.

Neither party shall discriminate or harass any employee, applicant, Participant or Faculty on the basis of an individual's age, race, creed/religion, color, national origin, alienage or citizenship status, sexual orientation, military or veteran, status, sex/gender, gender identity, gender expression, disability, genetic information or genetic predisposition or carrier status, marital status, partnership status, victim of domestic violence, or other protected classification under local, state and federal laws.

9.0 Compliance with Applicable Laws, Rules and Regulations.

9.1 In connection with the performance of this Agreement, both parties shall comply with all federal, state and local laws, rules and regulations binding on that party.

9.2 Notwithstanding any other provision to the contrary in this Agreement, the Company remains responsible for ensuring that any service provided pursuant to this Agreement complies with all pertinent provisions of federal, state and local statutes, rules and regulations.

10.0 Non-Assignability.

Neither party shall assign, sublet, subcontract or otherwise dispose of this Agreement, or any right, duty or interest herein, without the prior written consent of the other party. No assignment, subcontracting, subletting or other such disposition of this Agreement by either party shall relieve that party of its commitments hereunder.

11.0 Notices.

All notices given hereunder shall be in writing and shall be sent to the Parties hereto at the addresses set forth below or to such other address as a Party may provide. Any notice required to be given hereunder shall be deemed to have been sufficiently given, (i) when delivered in person, (ii) on the next business day after mailing by overnight courier service, or, where overnight courier service is unavailable, by other expedited delivery provided by a recognized express courier, or (iii) when delivered via e-mail, with receipt electronically confirmed; provided the original is delivered via one of the preceding methods on or prior to the fifth (5th) business day after transmission of the e-mail. Each notice shall specify the name and date of and parties to this Agreement.

To Company: David Neubert, MD, Medical Director
Town of Hempstead EMS
1401 Lido Boulevard, PO Box 194
Point Lookout, NY 11569
Email: david.neubert@nyulangone.org

To CLI: Anthony E. Conrardy, MBA, MA, CIC, Assistant Vice President
Emergency Medical Institute
Northwell Health, Inc.
1979 Marcus Avenue, Suite 101
Lake Success, NY 11042
Email: aconrard@northwell.edu

To Northwell: Mark A. Glode, Senior Vice President, Deputy General Counsel
Northwell Health, Inc.
Office of Legal Affairs
2000 Marcus Avenue
New Hyde Park, NY 11042
Email: eduaffiliations@northwell.edu

12.0 Entire Agreement.

This Agreement and its attachments constitute the entire agreement between the parties hereto with respect to the subject matter hereof, and shall supersede all previous negotiations, commitments, and writings. It shall not be released, discharged, changed or modified except by a written instrument signed by a duly authorized representative of each of the parties.

13.0 Severability.

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

14.0 Governing Law.

This Agreement has been executed in and shall be governed by and interpreted in accordance with the laws of the State of New York. Any controversy or claim arising from or relating to the Agreement shall be brought in the courts in the State of New York.

15.0 Mutual Cooperation.

The parties hereto recognize that in the performance of this Agreement, the greatest benefits will be derived by promoting the interests of both parties and each of the parties does, therefore, enter into this Agreement with the intention of cooperating with the other in carrying out the terms of this Agreement and each party agrees to interpret its provisions insofar as it may legally do so, in such manner as will best promote the interests of both and render the highest services to the public.

The CLI and the Company shall maintain ongoing communication to coordinate the scheduling of clinical education and training.

16.0 Counterparts.

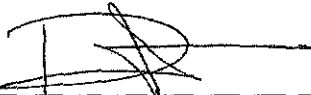
This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which taken together shall constitute a single instrument.

17. Use of Name.

Neither party shall have the right to use the name of the other party or its affiliates for any purpose, in any format, without the prior written consent of the party whose name is to be used, in each instance.

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

TOWN OF HEMPSTEAD EMS

| | | |
|---|---|-----------|
|  | * Pending approval of the contract by the Town Board on 6/28/2022 | 6/21/2022 |
| Name: David Neubert, MD | | Date |
| Title: Medical Director | | |

NORTHWELL HEALTH, INC.

| | |
|---|-------|
| _____ | _____ |
| Name: Mark A. Gloade | Date |
| Title: Senior Vice President and Deputy General Counsel | |

EXHIBIT A

Ambulance Rotation Objectives

Students are required to complete clinical/field experience objectives of the program, including a clinical internship period, prior to being permitted to sit for the New York State Practical Skills Examination. Student files are reviewed by faculty members, including the medical director, to determine if the paramedic intern has satisfied these objectives. Unlike traditional programs, there are few minimum hour requirements for the different areas. Rather, a number of patient encounters in a diversity of areas is required to meet graduation requirements.

Students must demonstrate understanding and competency of all required skills in the laboratory, clinical, and field settings. Laboratory competency must be demonstrated before clinical practice, and clinical and field competence must be demonstrated prior to field internship. Skills competency shall be monitored through a skill tracking program and grades awarded based upon frequency and overall success of the skills.

- Patient History
- Physical Assessment
- Adult Endotracheal Intubation
- Supraglottic Airway
- CPAP
- BLS Skills
- IV Therapy
- IV Med Administration
- Piggyback IV Administration
- IO
- IM
- Subcutaneous
- Intranasal Med Admin
- Inhaled Medication Administration
- Glucometer
- Medical Physical Assessment
- 12 Lead ECG
- Synchronized Cardioversion
- Defibrillation
- Transcutaneous Pacing
- Cardiac Physical Assessment
- Normal Delivery with Newborn Care
- Abnormal Delivery with Newborn Care
- Trauma Physical Assessment
- Trauma
- Endotracheal Intubation
- Needle Cricothyrotomy
- Needle Decompression
- 12 Lead ECG Interpretation

Clinical/Field Metrics

- BLS patient encounters
 - 10 BLS Patient Encounters + 5 Patient encounters for every BLS skill failure to a maximum of 30 BLS Patient Encounters.
- 50 Patient Encounters (excluding previous BLS encounters)
- Establish 50 IVs
- Administer 15 Medications
- Age Demographics (minimum of 75 patients including)
 - Pediatric Patients (20 Minimum)
 - Neonates (2 minimum)
 - Infants (2 minimum)
 - Toddlers (2 minimum)
 - Preschooler (2 minimum)
 - School Age (2 minimum)
 - Adolescent (2 minimum)
 - Geriatric Patients (25 minimum)
 - Adult Patients (30 minimum)
 - Blood Glucose Monitoring (10)

Fieldwork Closeout – **75 Patient Encounters** on an **ALS ambulance** are required to begin internship.

All fieldwork objectives must be completed, with the exception of **Field Internship of thirty (30) Team Leads**.

FIELD INTERNSHIP PERIOD

The Clinical Internship is the **final component** of the Paramedic Program. The intent of the Field Internship is to demonstrate the integration of didactic, psychomotor skills and clinical instruction into the ability to serve as an entry-level paramedic. This phase of the program is evaluative in nature, rather than instructional. The clinical internship period will commence when 100% of the designated minimum patient encounters have been completed. This is a period when the student has completed most didactic requirements of the program and is appropriately prepared to act as the team leader of patient care in the field. A minimum of thirty **(30)** ALS patient transports are required to complete the field internship. An ALS patient transport consists of at least 2 of the following 3 components:

1. IV
2. EKG
3. Medication (cannot be a BLS medication, or IV solution)

CASE NO.

RESOLUTION NO.

Adopted:

offered the following
resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE
PAYMENT OF MEMBERSHIP DUES TO THE NEW
YORK STATE TOWN CLERK'S ASSOCIATION FOR
THE PERIOD JULY 1, 2022 THROUGH JUNE 30, 2023

WHEREAS, the dues for membership in the New
York State Town Clerk's Association for the year commencing
July 1, 2022 and ending June 30, 2023 are \$85.00; and

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

NOW, THEREFORE, BE IT

RESOLVED, that the Town Clerk is hereby
authorized to retain membership in the New York State Town
Clerk's Association, c/o Karen M. Sweeting, NYSTCA
Membership Chair, Town of Sweden Town Clerk, 18 State Street,
Brockport, New York 14420; and

BE IT FURTHER

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

The foregoing resolution was adopted upon roll call
as follows:

AYES:

NOES:

Item #

46

Case #

6892

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption as follows:

RESOLUTION EXTENDING BENEFITS OF THE COLLECTIVE BARGAINING AGREEMENT WHICH WAS ADOPTED BY RESOLUTION NO. 1137-2021 ON SEPTEMBER 9, 2021, TO THOSE TOWN OF HEMPSTEAD EMPLOYEES WHOSE TITLES ARE DESCRIBED ON SCHEDULE A THEREOF.

WHEREAS, the Town of Hempstead and the Civil Service Employees Association ("CSEA"), Local 1000, A.F.S.C.M.E., A.F.L.-C.I.O., by and through its Local 880 are parties to a Collective Bargaining Agreement ("CBA"), adopted by Resolution No. 1137-2021 on September 9, 2021, effective from 2022 through 2025;

WHEREAS, in accordance with the CBA employees, excluding those listed on Schedule A ("Schedule A employees"), received a 2 % wage increase in 2022; and

WHEREAS, the Town Board is desirous of extending the same benefit of a 2% wage increase, effective January 1, 2022, to Schedule A employees.

NOW, THEREFORE, BE IT

RESOLVED, that the annual salaries of Schedule A employees shall be increased by 2% for the calendar year 2022, effective January 1, 2022, consistent with the wage increase received by non- Schedule A employees in accordance with the CBA.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

47

Case #

8712

CASE NO. _____

RESOLUTION NO. _____-22_____

BOND RESOLUTION OF THE TOWN OF HEMPSTEAD, NEW YORK (THE "TOWN"), ADOPTED JULY 19, 2022, AUTHORIZING THE FINANCING OF THE PAYMENT OF A SETTLED CLAIM BY THE TOWN IN THE FOLLOWING MATTER: *JIMMIE HOWARD v. TOWN OF HEMPSTEAD* (CASE NO. CV-16-5284 (AYS), UNITED STATES DISTRICT COURT, EASTERN DISTRICT OF NEW YORK), STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$328,000, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE AND AUTHORIZING THE ISSUANCE OF \$328,000 SERIAL BONDS OF THE TOWN TO FINANCE SAID APPROPRIATION.

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

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

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

Section 2. The Town is hereby authorized to finance the costs associated with the payment of the following settled claim: *JIMMIE HOWARD v. TOWN OF HEMPSTEAD* (CASE NO. CV-16-5284 (AYS), UNITED STATES DISTRICT COURT, EASTERN DISTRICT OF NEW YORK) (the "Purpose"). The estimated maximum cost of said Purpose, including preliminary costs and costs incidental thereto and the financing thereof, is \$328,000, and said amount is hereby appropriated for such Purpose. The plan of financing includes the issuance of \$328,000 serial bonds of the Town to finance said appropriation and the levy and collection of taxes on all taxable real property in the Town to pay the principal of said bonds and the interest thereon as the same become due and payable.

Section 3. Serial bonds of the Town in the principal amount not to exceed \$328,000 are hereby authorized to be issued pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (referred to herein as the "Law"), to finance said appropriation.

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

- (a) The Purpose is an object or purpose described in subdivision 33 of paragraph a of Section 11.00 of the Law and the period of probable usefulness of the Purpose is five (5) years; provided, however, that in the event the total amount of such settled claim and any other similar claims,

Item # 49

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

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

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

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

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

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

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

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

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

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

| | | |
|----------------------------------|--------|-------|
| Supervisor Donald X. Clavin, Jr. | voting | _____ |
| Councilwoman Dorothy L. Goosby | voting | _____ |
| Councilman Anthony P. D'Esposito | voting | _____ |
| Councilman Dennis Dunne, Sr. | voting | _____ |
| Councilman Thomas E. Muscarella | voting | _____ |
| Councilman Christopher Carini | voting | _____ |
| Councilwoman Melissa Miller | voting | _____ |

The resolution was declared adopted.

AYES: _____ ()

NAYS: _____ ()

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

(SEAL)

Kate Murray, Town Clerk
Town of Hempstead

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

Item # 50

Case # 7

CASE NO. 30718

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. 54-2022, 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 August 2nd, 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. 54-2022, 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 # 51
Case # 30718

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that pursuant to Article 9 of the New York State Constitution, the provisions of the Town Law and Municipal Home Rule of the State of New York, both as amended, a public hearing will be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, on the 2nd day of August, 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 BABYLON TURNPIKE (TH 267/22) East Side - ONE HOUR PARKING 7 AM TO 7 PM EXCEPT SUNDAYS AND HOLIDAYS - starting at a point 40 feet south of the south curbline of Lansdown Avenue, south for a distance of 55 feet.
- VALLEY STREAM CHERRY GROVE STREET (TH 266/22) East Side - NO PARKING 7 AM TO 3 PM EXCEPT SATURDAY, SUNDAY AND HOLIDAYS - starting at a point 10 feet north of the north curbline of Rosedale Road, then north for a distance of 298 feet.
- KEEL PLACE (TH 285/22) West Side - NO PARKING 7 AM TO 3 PM EXCEPT SATURDAY, SUNDAY AND HOLIDAYS - starting at a point opposite the southeast curbline of Halyard Road, then south for a distance of 230 feet.
- WANTAGH WANTAGH AVENUE (TH 278/22) West Side - TWO HOUR PARKING - starting at a point 29 feet south of the south curbline of Wells Avenue, south for a distance of 40 feet.
- WELLS AVENUE (TH 278/22) South Side - TWO HOUR PARKING - starting at a point 28 feet west of the west curbline of Wantagh Avenue, west for a distance of 139 feet.
- WILLOW STREET (TH 262/22) East Side - TWO HOUR PARKING 8 AM TO 5 PM EXCEPT SATURDAY, SUNDAY AND HOLIDAYS - starting at a point 100 feet north of the north curbline of Merrick Road, then north for a distance of 163 feet.

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 BABYLON TURNPIKE (TH 267/22) East Side - ONE HOUR PARKING 7 AM TO 7 PM EXCEPT SUNDAYS AND HOLIDAYS - starting at a point 40 feet south of the south curbline of Lansdown Avenue, south for a distance of 55 feet.
- VALLEY STREAM CHERRY GROVE STREET (TH 266/22) East Side - NO PARKING 7 AM TO 3 PM EXCEPT SATURDAY, SUNDAY AND HOLIDAYS - starting at a point 10 feet north of the north curbline of Rosedale Road, then north for a distance of 298 feet.
- KEEL PLACE (TH 285/22) West Side - NO PARKING 7 AM TO 3 PM EXCEPT SATURDAY, SUNDAY AND HOLIDAYS - starting at a point opposite the southeast curbline of Halyard Road, then south for a distance of 230 feet.
- WANTAGH WANTAGH AVENUE (TH 278/22) West Side - TWO HOUR PARKING - starting at a point 29 feet south of the south curbline of Wells Avenue, south for a distance of 40 feet.
- WELLS AVENUE (TH 278/22) South Side - TWO HOUR PARKING - starting at a point 28 feet west of the west curbline of Wantagh Avenue, west for a distance of 139 feet.
- WILLOW STREET (TH 262/22) East Side - TWO HOUR PARKING 8 AM TO 5 PM EXCEPT SATURDAY, SUNDAY AND HOLIDAYS - starting at a point 100 feet north of the north curbline of Merrick Road, then north for a distance of 163 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 location:

MERRICK

BABYLON TURNPIKE (TH 267/22) East Side-
ONE HOUR PARKING 7 AM TO 7 PM EXCEPT
SUNDAYS AND HOLIDAYS - starting at a
point 30 feet south of the south
curbline of Lansdown Avenue, south for
a distance of 65 feet.
(TH: 627/75: 1/27/76)

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

CASE NO.30719

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 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. 55-2022, 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 August 2nd, 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. 55-2022, 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 # 52

Case # 30719

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that pursuant to Article 9 of the New York State Constitution, the provisions of the Town Law and Municipal Home Rule of the State of New York, both as amended, a public hearing will be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, on the 2nd day of August, 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 MAYFAIR ROAD (TH 232/22) South Side -
NO STOPPING ANYTIME - starting at a
point 20 feet east of the east curblines
of Forest Avenue, then east for a
distance of 183 feet.

FOREST AVENUE (TH 232/22) East Side -
NO STOPPING ANYTIME - starting at a
point 27 feet south of the south
curblines of Mayfair Road, then south
for a distance of 92 feet.

EAST ROCKAWAY NORTH BOULEVARD (TH 263/22) South Side -
NO PARKING ANYTIME - starting at a
point 320 feet west of the west
curblines of Cambridge Road, then west
for 90 feet; and then continue north at
the terminus for a distance of 46 feet.

ELMONT 109TH AVENUE (TH 39/22) West Side -
NO STOPPING ANYTIME - starting at
roadway terminus at the north west
curblines of 109th Avenue, south to the
south curblines of 109th Avenue.

HEATHCOTE ROAD (TH 39/22) West Side -
NO STOPPING HERE TO CORNER - starting
from the south curblines of 109th
Avenue, south for a distance of 27
feet.

OAKLEY AVENUE (TH 252/22) East Side -
NO STOPPING ANYTIME - starting at a
point 163 feet south of the south
curblines of Hempstead Turnpike, then
south for a distance of 127 feet.

ELZEY AVENUE (TH 259/22) West Side -
NO PARKING ANYTIME - starting at a
point 217 feet north of the north
curbline of Murray Hill Street, then
north for a distance of 25 feet.

FRANKLIN SQUARE

RINTIN STREET (TH 179/22) East Side -
NO STOPPING ANYTIME - starting at a
point 276 feet north of the north
curbline of Naple Avenue, north for a
distance of 41 feet.

MERRICK

MEADOWBROOK ROAD (TH 269/22) West Side -
NO STOPPING HERE TO CORNER - starting
at the north curbline of Bridge Steet,
then north for a distance of 40 feet.

MEADOWBROOK ROAD (TH 269/22) West Side -
NO STOPPING HERE TO CORNER - starting
at the north curbline of James Street,
then north for a distance of 40 feet.

OCEANSIDE

WOODS AVENUE (TH 281/22) West Side -
NO STOPPING HERE TO CORNER - starting
at the north curbline of Chester Street
north for a distance of 35 feet.

WOODS AVENUE (TH 281/22) West Side -
NO STOPPING HERE TO CORNER - starting
at the south curbline of Chester Street
south for a distance 40 feet.

WANTAGH

WILLOW STREET (TH 262/22) West Side -
NO STOPPING HERE TO CORNER - starting
at the north curbline of Merrick Road,
north for a distance of 45 feet.

WILLOW STREET (TH 262/22) East Side -
NO STOPPING HERE TO CORNER - starting
at the north curbline of Merrick Road,
north for a distance of 35 feet.

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

MERRICK

MEADOWBROOK ROAD (TH 269/22) West Side -
NO STOPPING HERE TO CORNER - starting
at the north curbline of Bridge Street,
then north for a distance of 25 feet.
(TH: 032/18:03/20/18)

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

Dated: July 19, 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 MAYFAIR ROAD (TH 232/22) South Side -
NO STOPPING ANYTIME - starting at a point 20 feet east of the east curbline of Forest Avenue, then east for a distance of 183 feet.

FOREST AVENUE (TH 232/22) East Side -
NO STOPPING ANYTIME - starting at a point 27 feet south of the south curbline of Mayfair Road, then south for a distance of 92 feet.

EAST ROCKAWAY NORTH BOULEVARD (TH 263/22) South Side -
NO PARKING ANYTIME - starting at a point 320 feet west of the west curbline of Cambridge Road, then west for 90 feet; and then continue north at the terminus for a distance of 46 feet.

ELMONT 109TH AVENUE (TH 39/22) West Side -
NO STOPPING ANYTIME - starting at roadway terminus at the north west curbline of 109th Avenue, south to the south curbline of 109th Avenue.

HEATHCOTE ROAD (TH 39/22) West Side -
NO STOPPING HERE TO CORNER - starting from the south curbline of 109th Avenue, south for a distance of 27 feet.

OAKLEY AVENUE (TH 252/22) East Side -
NO STOPPING ANYTIME - starting at a point 163 feet south of the south curbline of Hempstead Turnpike, then south for a distance of 127 feet.

ELZEY AVENUE (TH 259/22) West Side -
NO PARKING ANYTIME - starting at a point 217 feet north of the north curbline of Murray Hill Street, then north for a distance of 25 feet.

FRANKLIN SQUARE RINTIN STREET (TH 179/22) East Side -
NO STOPPING ANYTIME - starting at a point 276 feet north of the north curbline of Naple Avenue, north for a distance of 41 feet.

MERRICK MEADOWBROOK ROAD (TH 269/22) West Side -
NO STOPPING HERE TO CORNER - starting
at the north curbline of Bridge Steet,
then north for a distance of 40 feet.

MEADOWBROOK ROAD (TH 269/22) West Side -
NO STOPPING HERE TO CORNER - starting
at the north curbline of James Street,
then north for a distance of 40 feet.

OCEANSIDE WOODS AVENUE (TH 281/22) West Side -
NO STOPPING HERE TO CORNER - starting
at the north curbline of Chester Street
north for a distance of 35 feet.

WOODS AVENUE (TH 281/22) West Side -
NO STOPPING HERE TO CORNER - starting
at the south curbline of Chester Street
south for a distance 40 feet.

WANTAGH WILLOW STREET (TH 262/22) West Side -
NO STOPPING HERE TO CORNER - starting
at the north curbline of Merrick Road,
north for a distance of 45 feet.

WILLOW STREET (TH 262/22) East Side -
NO STOPPING HERE TO CORNER - starting
at the north curbline of Merrick Road,
north for a distance of 35 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:

MERRICK MEADOWBROOK ROAD (TH 269/22) West Side
- NO STOPPING HERE TO CORNER -
starting at the north curbline of
Bridge Street, then north for a
distance of 25 feet.
(TH: 032/18:03/20/18)

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

CASE NO. 30720

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. 56-2022, 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 August 2nd, 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. 56-2022, 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 #

53

Case #

30720

NOTICE OF PUBLIC HEARING

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

- ELMONT
- EMPORIA AVENUE (TH 255/22) STOP - all traffic traveling eastbound on Atherton Avenue shall come to a full stop.
 - EMPORIA AVENUE (TH 255/22) STOP - all traffic traveling westbound on Atherton Avenue shall come to a full stop.
 - DEPAUL STREET (TH 279/22) STOP - all traffic traveling northbound on Robert Avenue shall come to a full stop.
 - DEPAUL STREET (TH 279/22) STOP - all traffic traveling northbound on John Avenue shall come to a full stop.
- ISLAND PARK
- ISLAND PARKWAY SOUTH (TH 282/22) STOP - all traffic traveling southbound on Washington Avenue shall come to a full stop.
 - ISLAND PARKWAY SOUTH (TH 282/22) STOP - All traffic traveling southbound of Jefferson Avenue shall come to a full stop.
 - ISLAND PARKWAY SOUTH (TH 282/22) STOP - all traffic traveling northbound on Sheridan Place shall come to a full stop.
- LEVITTOWN
- SWAN LANE (TH 268/22) STOP - all traffic traveling northbound on Water Lane north shall come to a full stop.
- MERRICK
- MEADOWBROOK ROAD (TH 269/22) STOP - all traffic traveling eastbound on James Street shall come to a full stop.

NORTH BELLMORE

NEW YORK AVENUE (TH 254/22) STOP - all traffic traveling eastbound on Lincoln Boulevard shall come to a full stop.

NEW YORK AVENUE (TH 254/22) STOP - all traffic traveling westbound on Lincoln Boulevard shall come to a full stop.

LINCOLN BOULEVARD (TH 254/22) STOP - all traffic traveling northbound on Roosevelt Avenue shall come to a full stop.

OCEANSIDE

ROYAL AVENUE (TH 277/22) STOP - all traffic traveling westbound on Anchor Avenue shall come to a full stop.

ROYAL AVENUE (TH 277/22) STOP - all traffic traveling eastbound on River Street shall come to a full stop.

SEAFORD

LAWRENCE ROAD (TH 260/22) STOP - all traffic traveling northbound on Harriad Drive west shall come to a full stop.

SOUTH HEMPSTEAD

BEECH STREET (TH 253/22) STOP - all traffic traveling southbound on Maple Avenue shall come to a full stop.

BEECH STREET (TH 253/22) STOP - all traffic traveling northbound on Maple Avenue shall come to a full stop.

WESTBURY

FIELD LANE (TH 276/22) STOP - all traffic traveling eastbound on Murray Drive shall come to a full stop.

FIELD LANE (TH 276/22) STOP - all traffic traveling westbound on Murray Drive 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: July 19, 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:

ELMONT

EMPORIA AVENUE (TH 255/22) STOP - all traffic traveling eastbound on Atherton Avenue shall come to a full stop.

EMPORIA AVENUE (TH 255/22) STOP - all traffic traveling westbound on Atherton Avenue shall come to a full stop.

DEPAUL STREET (TH 279/22) STOP - all traffic traveling northbound on Robert Avenue shall come to a full stop.

DEPAUL STREET (TH 279/22) STOP - all traffic traveling northbound on John Avenue shall come to a full stop.

ISLAND PARK

ISLAND PARKWAY SOUTH (TH 282/22) STOP - all traffic traveling southbound on Washington Avenue shall come to a full stop.

ISLAND PARKWAY SOUTH (TH 282/22) STOP - All traffic traveling southbound of Jefferson Avenue shall come to a full stop.

ISLAND PARKWAY SOUTH (TH 282/22) STOP - all traffic traveling northbound on Sheridan Place shall come to a full stop.

LEVITTOWN

SWAN LANE (TH 268/22) STOP - all traffic traveling northbound on Water Lane north shall come to a full stop.

MERRICK

MEADOWBROOK ROAD (TH 269/22) STOP - all traffic traveling eastbound on James Street shall come to a full stop.

NORTH BELLMORE

NEW YORK AVENUE (TH 254/22) STOP - all traffic traveling eastbound on Lincoln Boulevard shall come to a full stop.

NEW YORK AVENUE (TH 254/22) STOP - all traffic traveling westbound on Lincoln Boulevard shall come to a full stop.

LINCOLN BOULEVARD (TH 254/22) STOP - all traffic traveling northbound on Roosevelt Avenue shall come to a full stop.

OCEANSIDE

ROYAL AVENUE (TH 277/22) STOP - all traffic traveling westbound on Anchor Avenue shall come to a full stop.

ROYAL AVENUE (TH 277/22) STOP - all traffic traveling eastbound on River Street shall come to a full stop.

SEAFORD

LAWRENCE ROAD (TH 260/22) STOP - all traffic traveling northbound on Harriad Drive west shall come to a full stop.

SOUTH HEMPSTEAD

BEECH STREET (TH 253/22) STOP - all traffic traveling southbound on Maple Avenue shall come to a full stop.

BEECH STREET (TH 253/22) STOP - all traffic traveling northbound on Maple Avenue shall come to a full stop.

WESTBURY

FIELD LANE (TH 276/22) STOP - all traffic traveling eastbound on Murray Drive shall come to a full stop.

FIELD LANE (TH 276/22) STOP - all traffic traveling westbound on Murray Drive shall come to a full stop.

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

Adopted:

offered the following resolution and moved its adoption:

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

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

NOW, THEREFORE BE IT

RESOLVED, that a public hearing be held in the Town Meeting Pavilion, Hempstead Town Hall, Washington Street, Hempstead, New York, on the 2nd day of August, 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:

ELMONT

237th STREET - west side, starting at a point 113 feet south of the south curblineline of Dutch Broadway, south for a distance of 20 feet.
(TH-292/22)

ATHERTON AVENUE - south side, starting at a point 55 feet east of the east curblineline of Hillsboro Avenue, east for a distance of 20 feet.
(TH-293/22)

FRANKLIN SQUARE

CARUKIN STREET - south side, starting at a point 275 feet east of the east curblineline of Scherer Boulevard, east for a distance of 20 feet.
(TH-273/22)

FREEPORT

LENOX AVENUE - east side, starting at a point 37 feet south opposite the

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southwest curblin Seaman Court, then
south for a distance of 20 feet.
(TH-287/22)

ROOSEVELT

GRENADA AVENUE - north side, starting
at a point 210 feet east of east
curblin of Nassau Road, east for a
distance of 20 feet.
(TH-249/22)

ANDREWS AVENUE - east side, starting
at a point 37 feet north of the north
curblin of Elizabeth Street, north
for a distance of 20 feet.
(TH-272/22)

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

ELMONT

WELLINGTON ROAD - east side, starting
at a point 478 feet north of the north
curblin of Hathaway Avenue, north for
a distance of 20 feet.
(TH-153/15 - 7/07/15) (TH-39/22)

FRANKLIN SQUARE

RINTIN STREET - east side, starting
at a point 253 feet north of north
curblin of Naple Avenue, north for
a distance of 20 feet.
(TH-179/22 - 6/14/22) (TH-179(B)/22)

; and, BE IT FURTHER

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

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

AYES:

NOES:

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that pursuant to Section 202-48 of the code of the Town of Hempstead entitled, "Handicapped Parking on Public Streets," a public hearing will be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, on the 2nd day of August, 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:

ELMONT

237th STREET - west side, starting at a point 113 feet south of the south curblineline of Dutch Broadway, south for a distance of 20 feet.
(TH-292/22)

ATHERTON AVENUE - south side, starting at a point 55 feet east of the east curblineline of Hillsboro Avenue, east for a distance of 20 feet.
(TH-293/22)

FRANKLIN SQUARE

CARUKIN STREET - south side, starting at a point 275 feet east of the east curblineline of Scherer Boulevard, east for a distance of 20 feet.
(TH-273/22)

FREEPORT

LENOX AVENUE - east side, starting at a point 37 feet south opposite the southwest curblineline Seaman Court, then south for a distance of 20 feet.
(TH-287/22)

ROOSEVELT

GRENADA AVENUE - north side, starting at a point 210 feet east of east curblineline of Nassau Road, east for a distance of 20 feet.
(TH-249/22)

ANDREWS AVENUE - east side, starting
at a point 37 feet north of the north
curbline of Elizabeth Street, north
for a distance of 20 feet.
(TH-272/22)

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

ELMONT

WELLINGTON ROAD - east side, starting
at a point 478 feet north of the north
curbline of Hathaway Avenue, north for
a distance of 20 feet.
(TH-153/15 - 7/07/15) (TH-39/22)

FRANKLIN SQUARE

RINTIN STREET - east side, starting
at a point 253 feet north of north
curbline of Naple Avenue, north for
a distance of 20 feet.
(TH-179/22 - 6/14/22) (TH-179(B)/22)

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

Dated: July 19, 2022
Hempstead, New York

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

DONALD X. CLAVIN, JR.
Supervisor

KATE MURRAY
Town Clerk

Adopted:

Council offered the following resolution and moved its adoption:

RESOLUTION CALLING A PUBLIC HEARING ON A LOCAL LAW TO AMEND SECTION ONE HUNDRED NINETY-TWO DASH ONE OF THE CODE OF THE TOWN OF HEMPSTEAD, BY THE ADDITION OF A LOCATION INTO SUBDIVISION "W" THEREOF, IN RELATION TO GROSS WEIGHT RESTRICTIONS UPON COMMERCIAL VEHICLES USING CERTAIN TOWN HIGHWAYS IN OCEANSIDE.

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

WHEREAS, it appears to be in the public interest to consider the enactment of a local law to amend Section 192-1 of the Code of the Town of Hempstead by the addition of a location into subdivision "W", in relation to gross weight restrictions upon commercial vehicles using certain town highways in Oceanside; and

WHEREAS, has introduced a local law known as Intro. No. 57-2022, 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 day of August 2nd, 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 a local law known as Intro. No. 57-2022, Print No. 1, to amend Section 192-1 of the Code of the Town of Hempstead by the addition of a location into subdivision "W" in relation to gross weight restrictions upon commercial vehicles using certain town highways in Oceanside; and, BE IT FURTHER

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

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

AYES:

NOES:

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that pursuant to Article 9 of the New York State Constitution, the provisions of the Town Law and the Municipal Home Rule Law of the State of New York, as amended, a public hearing will be held in the Town Hall Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, on the 2nd day of August, 2022, at 10:30 o'clock in the forenoon of that day to consider the enactment of a local law to amend Section 192-1 of the Code of the Town of Hempstead by the insertion of a location into subdivision "W" thereof, in relation to gross weight restrictions upon commercial vehicles using certain town highways, as follows:

"W" - OCEANSIDE

WEST HENRIETTA AVENUE - between Fulton Avenue and Yost Boulevard.
(TH-271/22)

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

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

Dated: July 19, 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-two dash one of the code of the town of Hempstead by the addition of a location into subdivision "W" in relation to gross weight restrictions upon commercial vehicles using certain town highways in Oceanside.

Introduced by:

Be it enacted by the town board of the town of Hempstead as follows:

Section 1. Section one hundred ninety-two dash one of the code of the town of Hempstead as constituted by local law number one of nineteen hundred sixty-nine, shall be amended by the addition of a location into subdivision "W" thereof, in relation to gross weight restrictions upon commercial vehicles using certain town highways, as follows:

"W" - OCEANSIDE

WEST HENRIETTA AVENUE - between Fulton Avenue and Yost Avenue.
(TH-271/22)

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

CASE NO.

RESOLUTION NO.

Adopted:

Councilmember
resolution's adoption:

moved the following

RESOLUTION CALLING A PUBLIC HEARING ON A LOCAL
LAW TO ENACT A NEW ARTICLE III OF CHAPTER 99 OF THE
CODE OF THE TOWN OF HEMPSTEAD ENTITLED "REAL PROPERTY
IN DEFAULT REGISTRY"

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

WHEREAS, it is in the public interest to consider enacting a new article III of chapter 99 of the Code of the Town of Hempstead entitled "Real Property In Default Registry"; and

WHEREAS, Councilmember _____ has introduced the proposed local law known as Intro. No. _____ -202____ Print No. _____, as aforesaid:

NOW, THEREFORE, BE IT

RESOLVED, that a public hearing be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Village and Town of Hempstead, New York on the 2nd day of August, 2022 at which time all interested persons shall be heard on the enactment of a local law known as Intro. No. _____ -202____, Print No. _____, for the enactment of a new article III of chapter 99 of the Code of the Town of Hempstead entitled "Real Property In Default Registry"; and, BE IT FURTHER

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

56

Page 1 of 1

Case #

29492

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 2nd day of August, 2022 at 10:30 in the forenoon of that day, to consider the enactment of a new Article III of Chapter 99 of the Code of the Town of Hempstead entitled "Real Property In Default Registry".

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

August 2, 2022

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

KATE MURRAY
Town Clerk

DONALD X. CLAVIN, JR.
Supervisor

Town of Hempstead

A LOCAL LAW ENACTING ARTICLE III OF CHAPTER 99 OF THE HEMPSTEAD TOWN CODE ENTITLED "REAL PROPERTY IN DEFAULT REGISTRY"

Introduced by:

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

Section 1.

Article III of Chapter 99 of the Hempstead Town Code entitled "Real Property in Default Registry" is hereby enacted to read as follows:

Chapter 99

Registration and Permitting of Property

* * *

Article III Real Property in Default Registry

§99-40. Title and Purpose.

The Town Board has determined there is a need to establish a Real Property In Default Registry to communicate with Mortgagees of their maintenance obligations under the New York State Uniform Fire Prevention and Building Code, the Hempstead Town Code, and the Town of Hempstead Building Zone Ordinance. Nothing in this article shall be deemed to abolish, impair, supersede or replace existing remedies of the Town, county or state, or extinguish the requirements of any local law, rule or statute of any agency having jurisdiction. In the case of a conflict between this article and other regulations, the more stringent requirement shall prevail.

§99-41. Definitions and word usage.

A. As used in this article, the following terms shall mean:

MORTGAGEE—a mortgagee, tax lien purchaser, servicer, lienor, any other person, partnership, corporation, association or trustee having a vested or contingent interest, or anyone exercising rights of ownership therein as indicated by the records of New York State Supreme Court, Nassau County, the Nassau County Surrogate's Court, the Nassau County Clerk, the Office of the Public Administrator, or the Receiver of Taxes, other than the mortgagor.

REAL PROPERTY IN DEFAULT—any real property that is under a current notice of default, notice of Mortgagee's sale, subject to a foreclosure action in New York State Supreme Court, Nassau County, pending tax assessor's lien sale, or the subject of a foreclosure sale where the title was retained by the beneficiary of a mortgage involved in the foreclosure and any properties transferred under a deed in lieu of foreclosure or sale.

B. The words "or" and "and" as used herein may be construed interchangeably where such meaning is necessary to effectuate the purpose of this chapter. Where necessary, the singular shall include the plural and the plural include the singular.

§99-42. Real Property in Default Registry; Fees.

- A. This section shall be considered cumulative and in addition to, and not superseding, any other law or provision for same.
- B. Within 10 days of the date that a Mortgagee declares its mortgage on a particular parcel of real property to be in default, the Mortgagee shall lawfully inspect the premises and register the Real Property In Default in the Town's Real Property In Default Registry, which shall be maintained by the Department of Buildings.
- C. Registration pursuant to this article shall contain, on forms to be provided by the Department of Buildings:
 - 1. the street address and section, block, and lot(s) of the Real Property In Default;
 - 2. the name of the Mortgagee and/or mortgage servicer;
 - 3. the direct mailing address, email address and telephone number of the Mortgagee and/or mortgage servicer;
 - 4. the name and address, email address and telephone number of a local property manager who shall be responsible for the inspection, security and maintenance of the property;
 - 5. whether the property is vacant or occupied, to the best of the Mortgagee's knowledge;
 - 6. the address at which the Mortgagee will accept and consent to service of process, as that term is used in the New York Civil Practice Law and Rules and the New York Criminal Procedure Law, by the Town for any alleged violation by the Mortgagee of the New York State Uniform Fire Prevention and Building Code, the Hempstead Town Code, and the Town of Hempstead Building Zone Ordinance.
- D. The Mortgagee shall inform the Department of Buildings of any change of information contained in the registration within 2 days of the change. If the Mortgagee notifies the Department of Buildings of the default being remedied, then the Department of Buildings shall remove the Real Property In Default from the Real Property In Default Registry in accordance with the Retention and Disposition Schedule for New York Local Government Records.
- E. A nonrefundable fee of \$500 per Real Property In Default shall accompany the Mortgagee's registration, and the Mortgagee shall renew the registration within six months of a prior registration. Each renewal registration shall also require a nonrefundable \$500 fee.

§99-43. Penalties.

For any and each violation of this article, the Mortgagee shall be guilty of an offense punishable by a fine of not less than \$1,000 and not exceeding \$2,500 for conviction of a first offense; for conviction of a second offense, both of which were committed within a period of five years, such violation shall be punishable by a fine of not less than \$2,500 nor more than \$5,000; and, upon conviction of a third or subsequent offense, all of which were committed within a period of five years, such violation shall be punishable by a fine of not less than \$5,000 nor more than \$10,000. Each week's continued violation shall constitute a separate additional violation.

§99-44. Severability.

If any provision of this chapter or the application thereof is held invalid for any reason, the remainder of this chapter and the application thereof shall not be affected thereby.

* * *

Section 2.

This local law shall take effect immediately upon filing with the Secretary of State.

Case No. _____

Resolution No.

Adopted:

Council(wo)man

moved the following resolution's adoption:

**RESOLUTION CALLING A PUBLIC HEARING ON THE
APPLICATION OF BP PRODUCTS NA, INC. FOR
MODIFICATION OF DECLARATION OF COVENANTS
AND RESTRICTIONS AND AMENDED SITE PLAN
APPROVAL RELATING TO THE PROPERTY SITUATED
AT THE NORTHEAST CORNER OF MERRICK AVENUE
AND JERUSALEM AVENUE IN MERRICK NEW YORK**

RESOLVED, that a public hearing be held on August 2, 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 BP PRODUCTS NA, INC. for modification of declarations of covenants and restrictions dated January 14, 2009 and recorded at Liber 12488 page 541 in the Office of the County Clerk and for amended site plan approval relating to the property at the northeast corner of Merrick Avenue and Jerusalem Avenue in Merrick, New York, in so far as to maintain existing convenience store and service station, to reposition fuel dispensers, to add a fueling canopy, to include new signage and make other site improvements more fully depicted on the Site Plan prepared by High Point Engineering; 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 official newspaper.

The foregoing resolution as adopted upon roll call as follows:

AYES:

NOES:

Item #

57

Case #

6186

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 August 2, 2022 at 10:30 o'clock in the forenoon of that day for the purpose of considering the application of BP PRODUCTS NA, INC. to consider a modification of declaration of covenants and restrictions dated January 14, 2009 and recorded at Liber 12488 page 541 in the Office of the County Clerk and for amended site plan approval, relating to property located at the northeast corner of Merrick Avenue and Jerusalem Avenue in Merrick, New York.

The application 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 in the subject matter will be given an opportunity to be heard at the time and place above designed.

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

CASE NO.

RESOLUTION NO.

RESOLUTION CALLING A PUBLIC HEARING ON THE
APPLICATION OF BP PRODUCTS NA INC. FOR A
VARIANCE FROM PROVISIONS OF THE "GSS"
ORDINANCE AT MERRICK, NEW YORK

ADOPTED:

offered the following resolution and moved
its adoption:

RESOLVED, that a public hearing be held August 2,
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 BP PRODUCTS NA. INC. to modify an
existing GSS approval install new concrete islands to
reposition the three (3) existing MPD's install a new
pump island canopy with three (3) canopy signs and
other associated site improvements at the described
premises at Merrick, 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 #

58

Case #

6186

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 August 2, 2022 at 10:30 o'clock in the forenoon of that day for the purpose of considering the application of BP PRODUCTS NA. INC. for variances from the provisions of the "GSS" Ordinance to modify an existing GSS approval install new concrete islands to reposition the three (3) existing MPD's install, add a new pump island canopy with three (3) canopy signs and other associated site improvements as well as area, sign and parking variances at the described premises at Merrick, New York:

A parcel of property located at the northeasterly corner of Merrick Avenue and Jerusalem Ave. w/frontage on Merrick Ave. of 136.02' and 107.09' along Jerusalem Ave. and a depth of 92.95' situated in Merrick, New York, 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: JULY 19, 2022
Hempstead, N.Y.