

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.

Item # /

Case # 30718

ALSO, to REPEAL from Chapter 202 "REGULATIONS AND RESTRICTIONS" to limit parking from 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)

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 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 curblines 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 curblines 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 curblines 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 curblines 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 curblines 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 curblines 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.

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.

Item # 2

Case # 30719

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 Street,
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 curblineline 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 curblineline 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 curblineline 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 curblineline 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 curblineline 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 curblineline 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 curblineline 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.

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.

Item #

3

Case #

30720

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.

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 curbline 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 curbline 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 curbline 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 curbline 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 curbline of Nassau Road, east for a distance of 20 feet.
(TH-249/22)

Item # 4

Case # 21527

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

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.

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

Item #

6

Case #

29492

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. If a Real Property in Default is also subject to Article I of this Chapter, then the Mortgagee shall only be responsible for the fees of this Article, and not also the associated fees of Article I.

§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.

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

Item # 7

6/86

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.

Item # 8
Case # 6186

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING AN AMENDMENT TO THE 2022 ADOPTED BUDGET TO INCREASE THE TORT EXPENSE ACCOUNT IN THE PARKING FIELDS OPERATING FUND AND ESTABLISH THE SERIAL BOND REVENUE ACCOUNT IN THE PARKING FIELDS OPERATING FUND

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

Increase:	200-0003-56500-4077 – TORT LIABILITY EXPENSE	\$200,000.00
Increase	200-0003-56500-5710 – SERIAL BOND REVENUE	\$200,000.00

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 9

Case # 7728

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING AN AMENDMENT TO THE 2022 ADOPTED BUDGET TO INCREASE THE TORT EXPENSE ACCOUNT IN THE PART TOWN HIGHWAY FUND AND ESTABLISH THE SERIAL BOND REVENUE ACCOUNT IN THE PART TOWN HIGHWAY FUND

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

Increase:	041-0003-51100-4077 – TORT LIABILITY EXPENSE	\$735,000.00
Increase	041-0003-51100-5710 – SERIAL BOND REVENUE	\$735,000.00

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 10

Case # 6460

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE INCREASE OF THE 2022 WATER OPERATING FUND APPROPRIATED FUND BALANCE ACCOUNT, INCREASE OF THE 2022 WATER OPERATING FUND APPROPRIATIONS ACCOUNT AND THE INCREASE OF THE 2022 WATER OPERATING FUND FEES & SERVICES ACCOUNT.

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

Increase:	500-5990 Appropriated Fund Balance	\$250,000.00
Increase:	500-9600 Appropriations	\$250,000.00
Increase:	500-0006-83100-4151 Fees & Services Account	\$250,000.00

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 11

Case # 6985

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION AWARDDING PURCHASE CONTRACT: TOH#: C-23-2022
FOR: ARCHIVAL MICROFILMING

WHEREAS, the Town of Hempstead advertised for bids for Contract: TOH#: C-23-2022, for the Yearly Requirements For: Archival Microfilming; and

WHEREAS, the bids pursuant to such advertisement were received and opened in the Offices of the Purchasing Division on Thursday, April 7, 2022 yielding the following results:

<u>VENDOR</u>	<u>Bid Proposal</u>
1) Data Management International, Inc. 55 Lukens Drive New Castle, DE 19720	ITEM A: \$26.00/roll ITEM B: \$22.00/roll ITEM C: \$52.00/roll
2) Alternative Micrographics, Inc. 704 Challenge Way Forked River, NJ 08731	ITEM A: \$17.99/roll ITEM B: \$15.65/roll ITEM C: \$44.95/roll

WHEREAS, the division of Purchasing recommends awarding the contract to Alternative Micrographics, Inc., 704 Challenge Way, Forked River, NJ 08731 as in the best interest of the residents of the Town of Hempstead.

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board hereby awards Contract: TOH#: C-23-2022, for the Yearly Requirements For: Archival Microfilming to Alternative Micrographics, Inc., 704 Challenge Way, Forked River, NJ 08731; and

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, if any, out of the appropriate designated departmental account.

The foregoing was adopted upon roll call as follows:

AYES: ()

NOES: ()

* * * * *

Item # 12

Case # 6071

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 #47-2021 &
#53-2020 FOR YEARLY REQUIREMENTS FOR: Electrical Supplies

And;

WHEREAS, the Division of Purchasing solicited proposals for TOH
Contract #47-2021 & 53-2020, Yearly Requirements for Electrical Supplies
and;

WHEREAS,

Aetna Electric

were the successful bidder and was awarded contracts for the above referenced
services from 8/3/21 to 7/31/22 and;

WHEREAS, following an evaluation of the aforementioned contract it has been
determined that an extension and price increase of these contracts as contemplated in the
specifications of said bid solicitation and contract extensions and price increases are
warranted for the period of 8/1/22 through 7/31/23 and;

WHEREAS, the Town Board has determined that these extensions and price
increases 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 extensions and price increases of
TOH Contracts #47-2021 & 53-2020 Yearly Requirements for Electrical Supplies for a
period from 8/1/22 through 7/31/23 to:

Aetna Electric, 270 Park Avenue, New Hyde Park, NY 11040

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 # 13

Case # 29734

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE AWARD
OF A PRICE INCREASE OF TOH CONTRACT #: 35-2020 FOR
YEARLY REQUIREMENTS FOR:

Printing of Recreational Brochures

WHEREAS, the Division of Purchasing solicited proposals for TOH
Contract#: 35-2020, Yearly Requirements for: Printing of Recreational Brochures
and;

WHEREAS,
Tobay Printing Company

was the successful bidder and was awarded a contract for the above referenced
services from 8/1/21 to 7/31/22 and;

WHEREAS, following an evaluation of the aforementioned contract it has been
determined that a price increase of this contract as contemplated in the specifications of
said bid solicitation is warranted for the period of 8/1/21 through 7/31/22 and;

WHEREAS, Tobay Printing Company 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 a nominal price increase of TOH
Contract #: 35-2020 Yearly Requirements for: Printing of Recreational Brochures for a
period from 8/1/21 through 7/31/22 to:

Tobay Printing Company, 1361 Marconi Blvd., Copiague, NY 11726

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 Town Wide Accounts.

The foregoing was adopted upon roll call as follows:

AYES: ()

NOES: ()

* * * * *

Item # 14

Case # 29934

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE AWARD OF:
TOH CONTRACT#: 60-2021
FOR YEARLY REQUIREMENTS FOR:
TOWN OF HEMPSTEAD COMPLIMENTARY CALENDARS

WHEREAS, the Division of Purchasing advertised for TOH Contract#: 60-2021 for the Yearly Requirements for: Town of Hempstead Complimentary Calendars; and

WHEREAS, proposals were received and opened on July 30, 2021 whereby the following bidders submitted the listed proposals;

<u>NAME</u>	<u>BID INFORMATION</u>
1) Advanced Color Technology, Inc. 28 Apricot Road Mount Sinai, NY 11766	\$88,920.00
2) Tobay Printing Co. 1361 Marconi Boulevard Copiague, NY 11726	NO BID

And;

WHEREAS, following an evaluation of the aforementioned proposals it has been determined that the proposal received by Advanced Color Technology, Inc., 28 Apricot Road, Mount Sinai, NY 11766 best meets the Town's needs; and

WHEREAS, the Division of Purchasing recommends awarding this contract to Advanced Color Technology, Inc., 28 Apricot Road, Mount Sinai, NY 11766;

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board hereby awards TOH Contract #: 60-2021 for the Yearly Requirements for: Town of Hempstead Complimentary Calendars to Advanced Color Technology, Inc., 28 Apricot Road, Mount Sinai, NY 11766; and be it further,

RESOLVED, that Town Comptroller is hereby directed that monies due and owing are to be made and paid out of monies from Reproduction Cost Account#: 010-0001-14900-4371.

The foregoing was adopted upon roll call as follows:

AYES: ()

NOES: ()

* * * * *

Item # 15
Case # 29734

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE TOWN OF HEMPSTEAD DEPARTMENT OF PLANNING & ECONOMIC DEVELOPMENT TO ENTER INTO A CONTRACT WITH GATEWAY YOUTH OUTREACH INC., FOR A GRANT FOR SERVICES TO YOUTH IN THE UNINCORPORATED AREA OF ELMONT, NEW YORK.

WHEREAS, Gateway Youth Outreach Inc., having a principal office at 534 Elmont Road, Elmont, New York, has for a number of years conducted a variety of programs that benefit the youth of the Elmont area; and

WHEREAS, Gateway Youth Outreach Inc., is making application to the Town of Hempstead Department of Planning & Economic Development for a grant of funds to assist it in the conduct of its programs through the year January 1, 2022 through December 31, 2022, in the unincorporated community of Elmont; and

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

NOW, THEREFORE, BE IT

RESOLVED, that the Commissioner of DPED is hereby authorized to enter into a contract between the Town of Hempstead and Gateway Youth Outreach Inc., providing for a grant not to exceed the amount of TWENTY FIVE THOUSAND (\$25,000.00) DOLLARS to be used in its 2022 youth program;

BE IT FURTHER RESOLVED, which the Town Board shall authorize payment to Gateway Youth Outreach Inc., in the sum of TWENTY FIVE THOUSAND (\$25,000.00) DOLLARS, which shall be charged against the appropriate Community Development Block Grant account upon submission of the appropriate claim form and required substantiation approved by the Commissioner of the Department of Planning and Economic Development.

BE IT FURTHER RESOLVED that the Town Board authorizes and directs the Comptroller to pay costs in accordance with this contract not to exceed TWENTY FIVE THOUSAND (\$25,000.00) DOLLARS from the appropriate Community Development Block Grant account.

The foregoing resolution was adopted upon roll call as follows:

AYES: ()

NOES: ()

Item # 16

Case # 13584

CONTRACT FOR PERSONAL SERVICES

By and Between
TOWN OF HEMPSTEAD
And

GATEWAY YOUTH OUTREACH, INC.

AGREEMENT made the _____ day of _____, 2022, by and between the Town of Hempstead (hereinafter "Town"), a domestic municipal corporation having its principal offices at One Washington Street, Hempstead, New York, and Gateway Youth Outreach, Inc., (hereinafter "Gateway"), a non-profit corporation having its principal office at 534 Elmont Road, Elmont, New York.

WITNESSETH THAT:

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

WHEREAS, Gateway has requested the Town to provide a grant of TWENTY FIVE THOUSAND (\$25,000.00) DOLLARS to assist in the operation of its 2022 season; and

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

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

1. Gateway agrees to continue its operations located at 534 Elmont Road, Elmont, New York, during the term of this agreement.

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

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

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

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

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

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

8. Gateway agrees that it shall at all times keep and maintain full and complete books and records of accounts in accordance with accepted accounting practices and such other records as may be prescribed by the Comptroller of the Town to reflect complete and true accountability for the funds which the Town shall grant under this contract. Gateway shall, upon expenditure of the grant, provide the Department of Planning and Economic Development with a detailed report of the expenditures made.

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

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

11. The Town agrees to pay Gateway for the services provided by this agreement the sum of TWENTY FIVE THOUSAND (\$25,000.00) DOLLARS.

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

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

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

TOWN OF HEMPSTEAD

by: _____
JOHN E. ROTTKAMP,
COMMISSIONER

GATEWAY YOUTH OUTREACH

by: *Patrick Boyle*
PATRICK BOYLE,
Executive Director.

Alina Zyl
DEPUTY TOWN COMPTROLLER
PURCHASING DIVISION 7/12/2022

APPROVED AS TO FORM
Charles O. Heine
SENIOR DEPUTY TOWN ATTORNEY
DATE 7/12/2022

APPROVED AS TO CONTENT
DATE 7-11-22
Katrina R. Brown
COUNSEL TO COMMISSIONER
DEPT. OF PLANNING & ECONOMIC DEVELOPMENT

APPROVED AS TO
ACCOMPLISHING FUNDS
By *[Signature]* Date 7/13/22
[Signature]
TOWN COMPTROLLER

[Signature]
MICHAEL J. CARP
COMPTROLLER
BUDGET DIVISION

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

**RESOLUTION ACCEPTING THE PROPOSAL OF H2M
ARCHITECTS+ENGINEERS TO PROVIDE ON-CALL
PROFESSIONAL ENGINEERING SERVICES RELATED TO
ENVIRONMENTAL REMEDIATION WORK**

WHEREAS, an Explanation of Significant Difference (ESD) was recently filed on behalf of the United States Navy modifying the original Record of Decision (ROD) related to the environmental remediation of the former Northrop-Grumman site and more specifically the off-site groundwater plume known as OU2, and

WHEREAS, the ESD outlines numerous projects to be undertaken throughout the service areas of the Department of Water causing potential conflicts with infrastructure of the Department of Water as well as having the potential of changing groundwater characteristics in the aquifer further impacting the Departments public water supply wells and creating potential hardships for the residents of the areas affected by the remediation work; and

WHEREAS, Commissioner of the Department of Water desires to retain the services of a Consulting Engineer to provide on-call professional services relating to reviewing these projects, performing inspection services of the work being performed and providing documentation of these activities for use in potential future litigation; and

WHEREAS, H2M Architects + Engineers has extensive knowledge and experience relating to the former Northrop-Grumman site and more specifically the OU2 plume under engagements with various other organizations making them uniquely qualified to perform the services required in accord with the Town of Hempstead Procurement Policy and Procedures; and

WHEREAS, H2M Architects + Engineers proposes to offer the required services on an on-call basis and the Commissioner of Water having reviewed their proposal has determined that H2M Architects + Engineers exhibits the necessary qualifications and experience to successfully provide the various tasks required from time to time by the Department of Water; and

WHEREAS, the Commissioner of the Department of Water deems the performance of such engineering services to be necessary and in the public interest and recommends awarding a contract for Professional Engineering Services related to these activities for an amount not to exceed Two Hundred -Fifty thousand dollars (\$250,000.00) to be paid at the hourly rates as described in their proposal and as updated annually.

NOW, THEREFORE, BE IT

RESOLVED, that the Department of Water is hereby authorized to accept the proposal of H2M Architects + Engineers, 538 Broad Hollow Road, 4th Floor East, Melville, New York 11747 to perform said necessary on-call consulting engineering services as submitted in their proposal, and

BE IT FURTHER RESOLVED that the Town Comptroller be and hereby is authorized and directed to make payment of fees for such on-call consulting engineering services in accordance with the terms of the aforementioned proposal; such fees to be paid from and charged against Water District Account 500-006-8310-4151-and not to exceed a total of Two Hundred-Fifty thousand dollars (\$250,000.00)


Item # 17

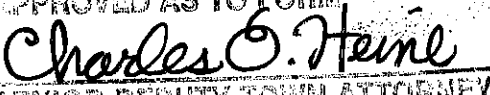
Case # 30139

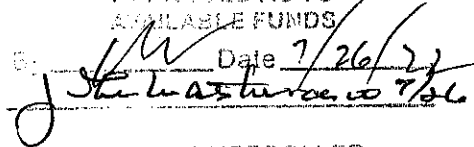
The foregoing resolution was adopted upon roll call as follows:


AYES:

NOES:

APPROVED AS TO CONTENT

COMMISSIONER
WATER DEPARTMENT
DATE 7/25/22

APPROVED AS TO FORM

SENIOR DEPUTY TOWN ATTORNEY
DATE 7/25/2022

APPROVED AS TO
AVAILABLE FUNDS
By  Date 7/26/22
J. St. Lawrence, Jr. 7/26
TOWN COMPTROLLER


MICHAEL J. CABOBIANCO
COMPTROLLER'S OFFICE
BUDGET DIVISION

**AGREEMENT
FOR CONSULTING ENGINEER**

THIS AGREEMENT, made this _____ day of _____, 2022, by and between the **Town of Hempstead**, a municipal corporation of the State of New York, having its principal office at the Town Hall, Town Hall Plaza, Hempstead, New York, hereinafter referred to as the "TOWN" and **H2M Architects + Engineers** having their principal office at 538 Broad Hollow Road, 4th Floor East, Melville, New York 11747 hereinafter referred to as the "CONSULTANT" **WITNESSTH:**

WHEREAS, the Town Department of Water deems it desirable and necessary to obtain the services of a Consulting Engineer to provide services on an on-call basis for various tasks related to ongoing environmental remediation work and potential future litigation with regards to the Northrup Grumman (NG) and/or the United States Navy (USN) properties located in Nassau County, NY as well as offsite investigatory, remediation and treatment; related to said properties conducted by NG, USN or other parties including regulatory agencies; and

WHEREAS, the Consultant herein represents they are adequately staffed, skilled and experienced in the type of work proposed, and represents further that they are staffed with personnel who are duly licensed and qualified as Professional Engineers, Scientists and/or Land Surveyors under the laws of the State of New York; and

WHEREAS, the services of the Consultant for such proposed work constitute personal services; and

NOW, THEREFORE THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

I. SCOPE OF SERVICES

Subject to the direction and control of the Commissioner of Water of the Town, the scope of services may include any of the following Tasks or others as needed to be determined by the Commissioner of Water:

- Review of studies and reports prepared by outside parties relating to the NG or USN remediation projects.
- Performing studies and/or preparing reports evaluating the proposed NG or USN proposed projects.
- The review and/or design of small modifications to treatment and controls at various sites including the creation of plans and drawings signed and sealed by a New York State Licensed Professional Engineer for submission to the Nassau County Department of Health and/or the New York State Department of Environmental Conservation.
- Reviewing and commenting on proposed plans and submittals from NG or USN or any other third party on behalf of the Department of Water.
- Provide inspection of construction projects related to the remediation and any related work being performed by NG and USN.

- Any other engineering services related to the NG or USN remediation projects as requested in writing by the Commissioner.

II. TERMS OF COMPENSATION

- A. The following shall be the hourly rate schedule for all work performed by H2M under this on-call services agreement:

SEE ATTACHED SCHEDULE A

- B. For any other titles or rates not specifically shown above the Town shall reimburse the Consultant at a mutually agreed upon hourly rate with a 3.0 multiplier.
- C. The above rates are in effect for the remainder of 2022, the consultant shall submit a new hourly rate schedule for each subsequent calendar year the agreement is renewed, subject to acceptance by the Commissioner of Water.
- D. The Consultant shall be compensated based on submitted actual work effort as documented on submitted time sheets accompanying claims for partial payments. All claims for pass through and reimbursable expenses shall be submitted to the Department of Water with no mark-up or claims for overhead and profit on the part of the consultant.
- E. The Town shall pay the Consultant for services authorized and performed and as invoiced on a periodic basis; such compensation for all services performed under this agreement shall not exceed \$250,000.00 unless so authorized under a subsequent Town Board Resolution amending the original award.

III. It is understood and agreed that the Town reserves the right to progress in such sequence and manner as it deems desirable.

IV. The Consultant agrees that he will comply with any and all applicable provisions of the laws of the State of New York and of the Town of Hempstead and agrees to be responsible for and save the Town harmless from any and all claims, damages, costs and expenses arising from the consultant's negligent performance of the work as provided by this agreement, including damage to person or property, and the defense, settlement or satisfaction of such claims.

V. The Consultant's compensation shall be paid by the Town out of such moneys appropriated by the Town for the purposes herein provided. Members of any board, any other officer or agent duly authorized to act for and on behalf of the Town shall not, by virtue of such authority or action, be personally liable in any manner whatsoever to the Consultant.

VI. The acceptance by the Consultant or any person claiming under the Consultant, of any payment made on the final payment claim under this contract, shall operate on and shall be a release to the Town from all claims and liability to the Consultant, his

successors, legal representatives, and assigns, for anything done or furnished under or by the provisions of this contract.

VII. Non-Discrimination

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

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

VIII. The Consultant shall secure compensation for the benefit of, and keep insured during the life of this agreement, each employee engaged on work under this agreement, in compliance with the provisions of the Workmen's Compensation Law. This agreement shall be void and of no effect unless such compensation is secured.

IX. Since it is intended to secure the personal services of

**H2M Architects + Engineers
538 Broad Hollow Road, 4th Floor East
Melville, New York 11747**

as consultant, this contract shall not be assigned, sublet, or transferred, nor shall there be any changes in corporate officers, without the written consent of the Town.

X. The services to be performed by the Consultant shall at all times be subject to the direction and control of the Commissioner of Water of the Town, whose decision shall be final and binding upon the Consultant as to all matters arising out of, or in connection with, or relating to, this contract. To prevent all disputes and litigation, the Commissioner of Water shall in all cases determine the amount, quality and acceptability and fitness of the work being performed, under the provisions of the contract, and shall determine every question which may arise relative to the fulfillment of this contract on the part of the Consultant, and his estimate and decision shall be final, conclusive, and binding upon the Consultant.

XI. The Town shall have the absolute right to abandon or suspend any work, and such action on its part shall in no event be deemed a breach of the contract. If any work shall be abandoned or suspended the Town will pay the Consultant at the rates listed in Section II for the services rendered by him to the date of such abandonment or

suspension, in proportion to all the services to be rendered under the terms of this agreement, provided however, that such compensation shall in no event exceed the amount the Consultant would be entitled to pursuant to the provisions of Section II hereof.

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

TOWN OF HEMPSTEAD

By: _____
John L. Reinhardt, III
Commissioner, Department of Water

H2M Architects + Engineers, D.P.C.
By: William H. Rockensies
William H. Rockensies, P.E.
Senior Vice President

APPROVED AS TO FORM
Charles O. Heine
SENIOR DEPUTY TOWN ATTORNEY
DATE 7/25/2022

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION APPROVING A CONTRACT WITH FIVE TOWNS COMMUNITY CENTER, INC. AND AUTHORIZING A GRANT TO ASSIST IN ITS BI-LINGUAL PROGRAM IN UNINCORPORATED AREAS OF THE TOWN OF HEMPSTEAD.

WHEREAS, the FIVE TOWNS COMMUNITY CENTER, INC., a non-profit membership corporation formed under the Membership Corporation Law of the State of New York, located at 270 Lawrence Avenue, Lawrence, New York, has for a number of years been conducting a Bi-Lingual Program for the benefit of non-English speaking residents of the unincorporated areas of the Town of Hempstead; and

WHEREAS, in the ensuing years up to and including 2022, the Five Towns Community Center, Inc., each year continued to make such application and the Town Board of the Town of Hempstead considered it to be in the public interest to accept such proposals; and

WHEREAS, the FIVE TOWNS COMMUNITY CENTER, INC. has petitioned the Town of Hempstead for a grant-in-aid of EIGHTY FIVE THOUSAND TWO HUNDRED EIGHTY THREE (\$85,283.00) DOLLARS, to assist in the pursuit of its program for the benefit of non-English speaking residents of the unincorporated areas of the Town of Hempstead in the Town's fiscal year commencing January 1, 2022 and terminating December 31, 2022; and

WHEREAS, the Town Board deems it to be in the public's interest to provide the specified Town Funded grant.

NOW, THEREFORE, BE IT

RESOLVED, that the Commissioner of Department of Planning and Economic Development is hereby authorized and directed to execute a contract between the Five Towns Community Center, Inc. and the Town of Hempstead providing a bi-lingual program for the benefit of non-English speaking residents in the unincorporated areas of the Town of Hempstead, upon such terms, conditions and stipulations as the Commissioner may deem fit and proper for the period commencing January 1, 2022 and terminating December 31, 2022 and that the Town pay to the Five Towns Community Center, Inc., the amount of EIGHTY FIVE THOUSAND TWO HUNDRED EIGHTY THREE (\$85,283.00) DOLLARS, which shall be paid out of the Department of Planning and Economic Development Budget Account No. 030-006-8020-4400, and which shall be dispersed upon approval by the Commissioner of the Department of Planning and Economic Development, as per contract terms.

BE IT FURTHER RESOLVED, that the Town Board authorizes and directs the Comptroller to pay costs in accordance with this contract not to exceed EIGHTY FIVE THOUSAND TWO HUNDRED EIGHTY THREE (\$85,283.00) DOLLARS from the appropriate Planning and Economic Development Budget Account No. 030-006-8020-4400.

The foregoing resolution was adopted upon roll call as follows:

AYES: ()

NOES: ()

18

Case #

12492

CONTRACT FOR PERSONAL SERVICES
By and Between
TOWN OF HEMPSTEAD
and
THE FIVE TOWNS COMMUNITY CENTER, INC.
(BI-LINGUAL PROGRAM)

AGREEMENT made the day of , 2022, by and between the Town of Hempstead (hereinafter called the "Town"), a domestic municipal corporation having its principal office at One Washington Street, Hempstead, New York and the Five Towns Community Center, Inc. (hereinafter called the "Center"), a non-profit corporation having its principal office at 270 Lawrence Avenue, Lawrence, New York.

WITNESSETH THAT:

WHEREAS, the Center for a number of years conducted at the Center a bi-lingual program for the unincorporated areas of the Town; and

WHEREAS, the Center has petitioned the Town to provide a grant of EIGHTY FIVE THOUSAND TWO HUNDRED EIGHTY THREE (\$85,283.00) DOLLARS, to assist it in its program; and

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

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

1. The Center, through its Bi-Lingual Program will assist these non-English speaking residents by providing skilled Spanish and Italian translators and consultants to aid them in the improvement of communication to facilitate and relieve their problems as to job placement, housing, transportation, immigration, naturalization and other problems.
2. The Center agrees that it will make the services to be performed hereunder available to any qualified resident of the unincorporated areas of the Town in need of such services who shall make request therefore.
3. The Center shall not assign, transfer or hypothecate this agreement or any interest therein either in whole or in part or by agreement or novation.
4. The Center shall be an independent contractor hereunder. Nothing herein contained shall be construed to constitute its members, employees, servants or agents to be employees, agents or servants of the Town.
5. The Center agrees to indemnify the Town, its agents, its servants and employees from any and all claims of liability for bodily injury and damage to property caused by the negligence of the agents, servants and employees of 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 to maintain and keep in force during the term of this agreement or any renewal thereof, at its own cost and expense, policies of insurance insuring the Center and the Town against any claims from any and all persons, for bodily injury and property damage. Such policies shall have limits with respect to personal injuries of \$1,000,000.00 per occurrence and shall also insure against property damage in a limit of \$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.

6. The Center agrees that it shall at all times keep and maintain full and complete books and records of accounts in accordance with the accepted practices and such other records as may be prescribed by the Comptroller of the Town to reflect complete and true accountability for the funds which the Town shall grant under this contract. The Center shall, upon expenditure of the grant, provide the Department of Planning and Economic Development with a detailed report of expenditures made.

7. The Center agrees to report to the Department of Planning and Economic Development at such times and in such manner form prescribed as to services pursuant to this agreement.

8. The Center agrees that in the performance of its service 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. The term of this agreement shall commence on the 1st day of January 2022 and terminate on the 31st day of December 2022.

10. Subject to appropriation of funds by the Town Board, the Town agrees to pay the Center for the services specified in this agreement, the amount of EIGHTY FIVE THOUSAND TWO HUNDRED EIGHTY THREE (\$85,283.00) DOLLARS.

11. It is expressly understood and agreed that this agreement may be terminated by the Town without prior notice if the operations conducted by the Center in this Bi-Lingual program do not meet with the complete satisfaction of the Town Board for any reason whatsoever.

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

TOWN OF HEMPSTEAD

By: _____
John E. Rottkamp
Commissioner

APPROVED AS TO
AVAILABLE FUNDS
By: [Signature] Date 7/22/22
TOWN OF HEMPSTEAD
MICHAEL J. CARON, CO.
COMPTROLLER & CLERK
BUDGET DIVISION

**FIVE TOWNS COMMUNITY
CENTER, INC.**

By: [Signature]
Executive Director

Print Name K. Brent Hill

Doc. No. 22-016

APPROVED AS TO FORM
Charles O. Heine
SENIOR DEPUTY TOWN ATTORNEY
DATE 7/21/2022

APPROVED AS TO FORM
DATE 7/21/22
Katrina R Brooks
DEPT. OF PLANNING & ECONOMIC DEVELOPMENT
[Signature]
DEPUTY TOWN COMPTROLLER
PURCHASING DIVISION 7/21/2022

CASE NO.

RESOLUTION NO.

ADOPTED

offered the following resolution and moved its adoption:

RESOLUTION ADOPTING A S.E.Q.R. NEGATIVE DECLARATION AND DETERMINATION OF AN UNLISTED ACTION IN CONNECTION WITH THE CONSTRUCTION OF A NEW 8,000 SQUARE FOOT BUILDING TO HOUSE CATION EXCHANGE VESSELS AND RELATED EQUIPMENT BY THE ROOSEVELT FIELD WATER DISTRICT, TOWN OF HEMPSTEAD DEPARTMENT OF WATER

WHEREAS, the Department of Water under the general supervision of the Department Commissioner has the power and duty to construct, operate and maintain the water pumping, treatment and distribution systems of the various water districts under the sole jurisdiction of the Town Board and regulations appertaining thereto as specified in Chapter 69 of the Town Code of the Town of Hempstead, and

WHEREAS, the Commissioner of The Department of Water on behalf of the Roosevelt Field Water District has begun the process of designing a Cation Exchange Treatment system for the removal of contaminants from the raw water at Wells 7, 11 and 12 in the Roosevelt Field Water District located at 689 Diblee Drive, Westbury, New York, said treatment system to be located inside a new building of approximately 8,000 square feet in size, and

WHEREAS, it appears to be in the public interest to construct an Cation Exchange Treatment system and the structure to house it at Wells 7, 11 and 12 in the Roosevelt Field Water District, and

WHEREAS, pursuant to Article 8 of the New York State Environmental Conservation Law and 6 NYCRR Part 617 (S.E.Q.R) constructing the above described facility is an "Unlisted Action", will not have a significant adverse effect on the environment and is not subject to review under Part 617 of New York State's Environmental Quality Review Act.;

NOW THEREFORE, BE IT

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

RESOLVED, that this Town Board hereby declares that the proposed Cation Exchange Treatment system and the structure to house it at Wells 7, 11 and 12 in the Roosevelt Field Water 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 # 19

Case # 11572A

CASE NO.

RESOLUTION NO.

ADOPTED:

Councilperson
resolution and moved its adoption:

Offered the following

RESOLUTION DECLARING EQUIPMENT IN THE DEPARTMENT OF GENERAL SERVICES, REPRODUCTION SERVICES DIVISION TO BE OBSOLETE AND AUTHORIZING THE DISPOSAL THEREOF.

WHEREAS, the Commissioner of General Services has advised this Board that certain equipment should be declared obsolete and disposed of, as such equipment is no longer economically serviceable for its original purpose and has been replaced by new equipment; and

WHEREAS, the Commissioner of General Services further advises this Board that he believes that this equipment has no value either as equipment to be used for other purposes or as salvage, and has indicated that the Department of General Services, Reproduction Services Division equipment identity has been so judged:

JIA-IN Industry Co., Ltd. FS102 Bander # 96061353

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 is hereby declared in its primary function in the Department of General Services, Reproduction Services Division obsolete and should be disposed of.

The foregoing resolution was adapted upon roll call as follows:

AYES:

NOES:

Item #

20

Case #

17437

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution

and moved its adoption:

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT FOR YEARLY REQUIREMENTS FOR PREVENTIVE MAINTENANCE AND SERVICING OF TWO RYOBI OFFSET PRESSES AND ONE AB DICK 9920 OFFSET PRESS, AS PER SPECIFICATIONS IN CONTRACT #60-2022 IN THE DEPARTMENT OF GENERAL SERVICES, REPRODUCTION SERVICES DIVISION, TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK.

WHEREAS, the Director of Purchasing, on behalf of the Commissioner of the Department of General Services (the "Commissioner"), advertised for bids for the yearly requirements for Preventive Maintenance and Servicing of the Offset Presses, as per specifications in Contract #60-2022, in the Department of General Services, Reproduction Services Division, Town of Hempstead, Nassau County, New York; and

WHEREAS, the one bid was received and referred to the Department of General Services, Reproduction Services Division for examination and report:

Jack L Popkin & Co., Inc.
8428 115th Street
Richmond Hill, NY 11418

WHEREAS, the Commissioner recommends that the contract be awarded to the one bidder, Jack L. Popkin & Co., Inc., in the sum of \$15,000.00 (Fifteen Thousand Dollars) for the yearly requirements for three years for Preventive Maintenance and Servicing of the Offset Presses, as per specifications in Contract #60-2022, in the Department of General Services, Reproduction Services Division, Town of Hempstead, Nassau County, New York (the "Contract"); and

WHEREAS, preventative maintenance and servicing of equipment (Offset Printing Presses) in use by the Department of General Services, Reproduction Services Division of the Town of Hempstead, County of Nassau, New York; includes the following equipment, price per quarter, per year:

- 1-3304HA 4 Color Press Serial No.1523 - PS1
- 1-3304HA 4 Color Press Serial No.1721 - PS2
- 1-AB Dick 9920 Offset Press Serial No. 2471; and

WHEREAS, all equipment to be serviced quarterly, payable in arrears, not to exceed \$15,000.00 per year, in use by the Department of General Services, Reproduction Services Division; and this agreement for Preventative Maintenance and Servicing of Equipment shall commence upon award for three years and must include the following below mentioned specifications for the above-mentioned Offset Printing Presses and Accessory attachments, i.e., water system, chain delivery, color heads, etc.); and

WHEREAS, the price for annual maintenance/service contract for each year.

2022.....	\$15,000.00
2023.....	\$15,000.00
2024.....	<u>\$15,000.00</u>
3-Year Total.....	\$45,000.00

WHEREAS, this Board finds it to be in the best interest of the Town to authorize the award of the Contract to Jack L. Popkin & Co., Inc. as recommended by the Commissioner.

Item # 21

Case # 17437

NOW, THEREFORE, BE IT

RESOLVED, the Contract is hereby awarded to Jack L. Popkin Co., Inc., 8428 115th Street, Richmond Hill, NY 11418 in the sum of \$3,750.00 (Three Thousand Fifty Dollars) per quarter, per press, not to exceed the sum of \$15,000.00 (Fifteen Thousand Dollars) per year for a three (3) year total not to exceed \$45,000.00 (Forty-Five Thousand Dollars) for the years 2022, 2023 and 2024; and be it further

RESOLVED, the Comptroller is hereby authorized and directed to make payments under the Contract in the amount of \$15,000.00 (Fifteen Thousand Dollars) for 2022, \$15,000.00 (Fifteen Thousand Dollars) for 2023 and \$15,000.00 (Fifteen Thousand Dollars) for 2024 for total payments not to exceed \$45,000.00 (Forty-Five Thousand Dollars) for the three-year term of the Contract, with payments made from Account Number 010-0001-14900-4030 Maintenance & Service of Equipment.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES

CASE NO.

RESOLUTION NO.

ADOPTED:

Councilmember

moved the following resolution's adoption:

RESOLUTION AUTHORIZING THE TOWN OF HEMPSTEAD DEPARTMENT OF OCCUPATIONAL RESOURCES TO ACCEPT A DONATION IN THE AMOUNT OF \$2,500.00 FROM NEW YORK COMMUNITY BANK.

WHEREAS, the Town of Hempstead Department of Occupational Resources (the "Department") received a donation of \$2,500 (the "Donation") from New York Community Bank ("NYCB"), with offices at 1400 Old Northern Boulevard, Roslyn, NY 11576, to support its Program Year 2022 Summer Youth Employment Program; and

WHEREAS, the Department recommends this Board authorize the acceptance of the Donation from NYCB for the purpose of supporting the Department's Program Year 2022 Summer Youth Employment Program;

NOW, THEREFORE, BE IT

RESOLVED, the Department is authorized to accept the Donation from NYCB for the express purpose supporting its Program Year 2022 Summer Youth Employment Program; and

BE IT FURTHER

RESOLVED, that the Town Comptroller be and hereby is authorized to deposit the \$2,500.00 Donation into the Gifts and Donation Account No. 608W-004-608W-2705

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 22

Case # 24824
21943

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its
adoption:

**RESOLUTION RATIFYING AND CONFIRMING
THE ACCEPTANCE OF A BID BETWEEN THE
TOWN OF HEMPSTEAD AND MENDOZA
LANDSCAPING CORPORATION TO PROVIDE
PROFESSIONAL SERVICES IN CONNECTION
WITH THE COMMUNITY DEVELOPMENT
PROGRAMS WITHIN THE TOWN OF
HEMPSTEAD**

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

WHEREAS, the Department of Planning and Economic Development requires the services of a landscaping company to provide professional services and other necessary assistance with respect to the Community Development Programs of the Town of Hempstead; and

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

WHEREAS, the Bid process resulted in three (3) responses being submitted to the Department of Planning and Economic Development as follow:

MENDOZA LANDSCAPING – Package 1 - \$2,370.13 Grass Cutting, Package 2 - \$4.41 Snow Removal

DOM'S LAWN MAKER INC. – Package 1 - \$7,226.03 Grass Cutting, Package 2 - \$10.88 Snow Removal

SUBURBAN MAINTENANCE & LANDSCAPING INC. – Package 1 - \$8,960.27 Grass Cutting, Package 2 - \$20.10 Snow Removal

WHEREAS, the Commissioner of the Department of Planning and Economic Development has advised this Town Board that the Bid response was acceptable and that MENDOZA LANDSCAPING CORPORATION, located at 679 Rose Blvd., Baldwin, New York 11510, is qualified to provide landscaping services and other necessary tasks in connection with authorized Community Development Projects on the required timely basis and recommends the retention of the company; and

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

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board authorizes the Commissioner of the Department of Planning and Economic Development to accept the bid for professional services by and between the Town of Hempstead and MENDOZA LANDSCAPING

Item #

23

Case #

28095

CORPORATION, for a term beginning July 20, 2022 and ending July 20, 2023 or upon completion of the project, for an amount not to exceed the sum of ONE HUNDRED THOUSAND (\$100,000.00) Dollars, exclusive of disbursements, subject to an option in favor of the Town to extend the term of the contract by up to one year, and subject to an option in favor of the Town to increase the base cap on the contract by up to ONE HUNDRED THOUSAND (\$100,000.00) DOLLARS, all, nevertheless, in the sole discretion of the Town Board, the exercise of which shall be done by Town Board Resolution duly adopted at a regularly scheduled public meeting of the Town Board, pursuant to the terms and conditions of said contract for professional services.

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

The foregoing resolution was adopted upon roll call as follows:

AYES: ()

NOES: ()

CORPORATION, for a term beginning July 20, 2022 and ending July 20, 2023 or upon completion of the project, for an amount not to exceed the sum of ONE HUNDRED THOUSAND (\$100,000.00) Dollars, exclusive of disbursements, subject to an option in favor of the Town to extend the term of the contract by up to one year, and subject to an option in favor of the Town to increase the base cap on the contract by up to ONE HUNDRED THOUSAND (\$100,000.00) DOLLARS, all, nevertheless, in the sole discretion of the Town Board, the exercise of which shall be done by Town Board Resolution duly adopted at a regularly scheduled public meeting of the Town Board, pursuant to the terms and conditions of said contract for professional services.

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

The foregoing resolution was adopted upon roll call as follows:

AYES: ()

NOES: ()

ADOPTED:

Councilperson offered the following resolution

and moved its adoption:

**RESOLUTION AUTHORIZING TEMPORARY MILEAGE ALLOWANCE
FOR TWENTY-TWO EMPLOYEES ASSIGNED TO LOCATIONS
DISTANTLY LOCATED FROM TOWN MOTOR POOL FACILITIES**

WHEREAS, the Town of Hempstead has established a motor pool, where feasible, in order to eliminate the cost of mileage allowance reimbursement for Town employees previously required to use their personal automobiles in the performance of their official duties; and

WHEREAS, the Commissioner of the Department of Parks and Recreation has advised this Town Board that it is not feasible to provide motor pool transportation for twenty-two (22) seasonal employees assigned to the Department of Parks and Recreation who require vehicular transportation in the performance of their official duties; and he therefore recommends authorization of mileage allowance in this instance; and

WHEREAS, this Town Board concurs that mileage allowance authorization is justified and necessary for this class of seasonal employees.

NOW, THEREFORE, BE IT

RESOLVED, that the following seasonal employees, each assigned to the Department of Parks and Recreation who are distantly located from Town motor pool facilities, and be compensated pursuant to the federally established IRS mileage reimbursement allowance for use of such automobile for performance of official duties during the span of time set-forth herein; and

May 1, 2022 through October 1, 2022

- | | |
|-------------------|--------------------------|
| Adams, Jennifer | Senior Swim Coach |
| Assande, Nicholas | Lieutenant |
| Conlon, Erin | Instructor Lieutenant |
| Conlon, Kristin | Pool Safety Supervisor 1 |
| Donato, Samantha | Pool Safety Supervisor 1 |
| Flynn, Kristen | Captain |
| Gilroy, Ann Marie | Pool Safety Supervisor 2 |
| Grambo, Brian | Captain |
| Greene, Rachel | Captain |
| Lang, Colleen | Pool Safety Supervisor 1 |
| Larkin, Gregory | Pool Safety Supervisor 1 |
| LaRossa, Amanda | Senior Lieutenant |
| Maddaluno, Jamie | Instructor Lieutenant |
| McCarthy, Erin | Captain |
| McGovern, Stacey | Captain |
| McMahon, Karin | Pool Safety Supervisor 1 |
| Murnane, Danielle | Pool Safety Supervisor 1 |
| Ramos, Jessica | Captain |
| Ryan, Daniel | Pool Safety Supervisor 3 |
| Smith, Ronan | Senior Lieutenant |
| Tusa, Kayla | Captain |
| Witte, Linda | Pool Safety Supervisor 1 |

BE IT

FURTHER RESOLVED, that payment of mileage allowance reimbursement claims submitted by the (22) authorized employees be charged against the Department of Parks and Recreation Account No. 400-007-7110-4140; Auto Expense.

The forgoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

24

Page #

9

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING DEBORAH FAAS AND KEVIN SEQUEIRA, EMPLOYEES ASSIGNED TO THE DEPARTMENT OF PARKS AND RECREATION, FOR MILEAGE ALLOWANCES IN CONNECTION WITH USING THEIR OWN AUTOMOBILES ON TOWN BUSINESS

WHEREAS, the Commissioner, Department of Parks and Recreation, reports that it is necessary for Deborah Faas, Safety Coordinator and Kevin Sequeira, Parks Supervisor II to use their own automobiles in connection with the performance of their respective duties for the Department of Parks and Recreation; and

WHEREAS, the Commissioner of the Department of Parks and Recreation recommends to this Town Board that it authorize mileage allowance reimbursement paid to Deborah Faas and Kevin Sequeira for use of their own automobiles in performance of their Town duties at the applicable federally established IRS mileage reimbursement allowance rate from August 2, 2022 until termination of their employment; and

WHEREAS, this Town Board concurs that mileage allowance authorization is justified and necessary for these employees to perform their daily duties.

NOW THEREFORE BE IT,

RESOLVED, that Deborah Faas, Safety Coordinator, and Kevin Sequeira, Parks Supervisor II, be and hereby are authorized to use their own automobiles in performance of their duties from August 2, 2022 until termination of their employment with the Town, and that they be entitled to receive mileage reimbursement allowance pursuant to the applicable federally established IRS mileage rate and that such compensation be charged to Department of Parks and Recreation Budget code 400-007-7110-4140 "Auto Expense"; and

BE IT FURTHER

RESOLVED, that payment of mileage allowance reimbursement claims submitted by the two (2) aforementioned authorized employees be charged against the Department of Parks and Recreation Account No. 400-007-7110-4140; Auto Expense.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

APPROVED

Frank Zangla (MS)
Commissioner
Dept.-Parks & Recreation
Date 7/26/22

Item # 25
Case # 9

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING PAYMENT TO DOCKS UNLIMITED INC
TO REINFORCE EXISTING DRAIN PIPE AND MATERIALS LOCATED IN
WANTAGH, TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK

WHEREAS, it was necessary to reinforce existing Town of Hempstead
outfall pipe located at 2854 Riverside Drive, Wantagh, New York; and

WHEREAS, Docks Unlimited Inc., 3093 Cornwell Place, Baldwin, NY
11510, submitted a quotation of \$2000.00 for the cost of reinforcing an existing Town of
Hempstead outfall pipe located at 3110 Ann Street, Wantagh, New York; and

WHEREAS, the Engineering Department reviewed the price quoted and
found it to be fair and reasonable cost for the work involved;

NOW, THEREFORE, BE IT

RESOLVED, that the Comptroller is authorized and directed to make
payments to Docks Unlimited Inc., for reinforcing an existing Town of Hempstead outfall
pipe located at 2854 Riverside Drive, Wantagh, New York, and that such expenditures be
charged to Highway Capital Improvement account # 9572-503-9572-5010, not exceed
the sum of \$2000.00.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 26

Case # 14822

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AMENDING RESOLUTION NO 842-2020 AUTHORIZING THE AWARD OF A CONTRACT FOR THE 2020 PEDESTRIAN ACCESS RAMP INSTALLATION PROGRAM, TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK, PW# 11-20

WHEREAS, pursuant to Resolution 842-2020, duly adopted by the Town Board on July 1, 2020 the Town authorized the award of a contract (the "Original Contract") with Valente Contracting Corp. Pertinent to the 2020 Pedestrian Access Ramp Installation Program in the amount of \$1,064,075.00 (the "Contract Amount"); and

WHEREAS, the Commissioner of the Department of Engineering (the "Commissioner") has recommended that the Town amend the Original Contract to provide an increase in funding to address additional locations required to maintain compliance with The Americans With Disabilities Act, in the amount of \$80,593.55 for a total cost not to exceed \$1,144,668.55; and

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

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

NOW THEREFORE, BE IT

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

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

RESOLVED, the Comptroller be and hereby is authorized and directed to pay the additional costs of the Amendment with a total cost not to exceed \$1,144,668.55 with payments to be made from GOSR Funds, Account No. 9578-503-9578-5010.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

27

Case #

21364

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING THE RATIFICATION AND AFFIRMATION OF
VARIOUS ARTIST ENGAGEMENT AGREEMENTS IN CONJUNCTION WITH
THE TOWN'S 2022 SUMMER CONCERT SERIES**

WHEREAS, the Town of Hempstead, through its Department of Parks and Recreation, customarily hosts a large number of musical concerts throughout the Town Park system each summer season (collectively, the "Town's 2022 Summer Concert Series"); and

WHEREAS, in conjunction with the Town's 2022 Summer Concert Series, the Department of Parks and Recreation has previously entered into various Artist Engagement Agreements pursuant to which bands have been retained to perform, each as more particularly identified on Schedule "A" attached hereto; and

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

WHEREAS, this Town Board finds that the ratification and affirmation of the Artist Engagement Agreements respectively identified on Schedule "A" in conjunction with the Town's 2022 Summer Concert Series is in the best interest of the Town.

NOW, THEREFORE, BE IT

RESOLVED, that each of the previously executed Artist Engagement Agreements set forth on Schedule "A" be and are hereby ratified and affirmed; and

BE IT FURTHER

RESOLVED, that the Comptroller be and hereby is authorized to make payments under the aforementioned various Artist Engagement Agreements from Parks and Recreation Account number 400-0007-7100-4793.

The foregoing resolution was adopted upon roll call as follows:

AYES: ()

NOES: ()

Item #

28

Case #

29910

DEPT OF PARKS & RECREATION - 2022 SUMMER CONCERT ARTISTS -Schedule "A"

Organization	Artist	Park	Date	Fee
David Clark Music & Events, Inc.	Songs in the Attic-A Tribute to Billy Joel	Newbridge Road Park	7/5/22	\$3,500.00
Dreamkast, Inc.	Decadia	Hewlett Pt. Park	7/6/22	\$2,400.00
1910 Fruit Gum Company	1910 Fruit Gum Company	Rath Park	7/7/22	\$2,500.00
Frank Bellucci DBA Yogi Production Inc.	Shining Star-An Earth, Wind and Fire	Merrick Road Park	7/8/22	\$3,000.00
Lady Laura	Lady Laura	Harold Walker Park	7/12/22	\$1,050.00
Elliot Simmons	Playin' English - A Squeeze & Joe Jackson Tribute	Shell Creek Park	7/13/22	\$1,500.00
Brothers & Friend Marshall Tucker Tribute	Brothers & Friend Marshall Tucker Tribute	Speno Park	7/14/22	\$1,600.00
Lovesong	Lovesong-New Wave Resurrected	Town Park Pt. Lookout	7/15/22	\$2,000.00
Kamellot Music	Kamellot	Town Park Pt. Lookout	7/17/2022 (5PM)	\$2,000.00
NTB Experience	Nikki Torres & the Girls of Summer	Town Park Pt. Lookout	7/17/2022 (6:30PM)	\$2,000.00
NY Heat Entertainment	That 70's Band	Town Park Pt. Lookout	7/17/2022 (8:00PM)	\$3,000.00
A Bob Blickwede Production LLC	Limewired	Coes Neck Park	7/19/22	\$2,000.00
Plaza Theatrical Productions Inc.	Camelot (Theatrical Production)	Oceanside Park	7/20/22	\$3,500.00
Krush	Krush	Echo Park	7/21/2022 (6:00PM)	\$1,500.00
Foreign Journey	Foreign Journey	Echo Park	7/21/2022 (8:00PM)	\$1,600.00
Return to Paradise	Return to Paradise-A Styx Tribute	Seamans Neck Park	7/22/22	\$2,500.00
Audio Replay	Audio Replay	Averill Blvd Park	7/26/22	\$900.00
Soapbox Messiah	Soapbox Messiah	Mill Brook Valley Stream	7/27/22	\$1,200.00
Miracle Concerts	Alex Shillo's Tribute to Bruce Springsteen	E. Village Green	7/28/22	\$2,500.00
Rock Beach Music Company LLC	A Jimmy Kenny & The Pirate Beach Band	Forest City Park	7/29/22	\$3,000.00
City Sound Music Inc.	City Sound Machine	Roosevelt Pool	8/1/22	\$1,500.00
Mean Machine	Mean Machine	Speno Park	8/2/2022 (8:00PM)	\$2,500.00
Jackie N the Rippers	Jackie N the Rippers	Speno Park	8/2/2022 (6:00PM)	\$600.00
Mr. K's Motown Revue	Ladies of Motown	Uniondale Avenue Park	8/3/22	\$2,800.00
Sky's the Limit-A Tribute to the Duprees	Sky's the Limit-A Tribute to the Duprees	Rath Park	8/4/22	\$2,000.00
Bobby Deitch Music	Forever Ray - A Ray Charles Tribute	Hendrickson Avenue Park	8/5/22	\$3,200.00

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE COMMISSIONER OF THE DEPARTMENT OF PARKS AND RECREATION TO EXECUTE AN ARTIST ENGAGEMENT AGREEMENT WITH MIKE DELGUIDICE IN CONJUNCTION WITH THE TOWN'S "2022 LABOR DAY CELEBRATION CONCERT"

WHEREAS, the Town of Hempstead plans to hold a "2022 Labor Day Celebration Concert" (the "Event") at Town Park Point Lookout on September 3, 2022, which will feature a live musical performance; and

WHEREAS, the Commissioner of the Department of Parks and Recreation recommends to this Town Board that the Town retain the musical performance services of "Mike DelGuidice & Big Shot" for a fee of \$24,500.00 in conjunction with the Event and that he accordingly be granted authority to execute an Artist Engagement Agreement with Mike DelGuidice for that stated purpose; and

WHEREAS, this Town Board has determined that the retention of "Mike DelGuidice & Big Shot" to perform at the Event is in the Town's best interest.

NOW, THEREFORE, BE IT

RESOLVED, that the Commissioner of the Department of Parks and Recreation be and he hereby is authorized to execute on behalf of the Town of Hempstead an Artist Engagement Agreement with Mike DelGuidice for the purpose of retaining the musical performance services of "Mike DeGuidice and Big Shot" at the Town's September 3rd "2022 Labor Day Celebration Concert"; and

BE IT FURTHER

RESOLVED, that the Comptroller be and hereby is authorized to make payments under the aforementioned Artist Engagement Agreement from Parks and Recreation Account number # 400-0007-71100-4151 in accordance with its terms.

The foregoing Resolution was adopted upon roll call as follows:

AYES: ()

NOES: ()

Item # 29

Case # 29910

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING THE RATIFICATION AND AFFIRMATION OF VARIOUS
TEACHER/LECTURER AGREEMENTS IN CONJUNCTION WITH THE DEPARTMENT OF PARKS AND
RECREATION SUMMER CULTURAL ARTS ACTIVITIES PROGRAMMING**

WHEREAS, the Town of Hempstead through its Department of Parks and Recreation hosts a wide variety of Cultural Arts classes each Summer Season (collectively the "Town's 2022 Summer Cultural Arts Activities Program"); and

WHEREAS, in conjunction with the Town's 2022 Summer Cultural Arts Activities Program, the Department of Parks and Recreation ("Department") has previously entered into various Teacher/Lecturer Agreements each as more particularly identified on Schedule "A" attached hereto; and

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

WHEREAS, this Town Board find that the ratification and affirmation of the Teacher/Lecturer Agreements respectively identified on Schedule "A" in conjunction with the Town's 2022 Summer Cultural Arts Activities Program is in the best interest of the Town.

NOW, THEREFORE, BE IT

RESOLVED, that each of the previously executed Teacher/Lecturer Agreements set forth on Schedule "A" be and are hereby ratified and affirmed; and

BE IT FURTHER

RESOLVED, that the Comptroller be and hereby is authorized to make payments under the aforementioned Teacher/Lecturer Agreements from Parks and Recreation Account numbers 400-0007-71100-4793 and 400-007-71100-4151 as applicable.

The foregoing resolution was adopted upon roll call as follows:

AYES: ()

NOES: ()

Item # 30

Case # 29910

CASE NO.

RESOLUTION NO.

Adopted:

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

RESOLUTION AUTHORIZING THE TOWN OF HEMPSTEAD TO PAY MARSH U.S.A., INC. FOR EXTENDED REPORTING PERIOD COVERAGE INSURANCE ISSUED BY BERKLEY ASSURANCE.

WHEREAS, Marsh U.S.A., Inc. with offices in Boston, Massachusetts has delivered an extended reporting period coverage policy to the Town of Hempstead for the period of July 1, 2022 to July 1, 2023; and

WHEREAS, the annual premium to continue this coverage is \$27,681.69; and

WHEREAS, the Town Board of the Town of Hempstead deems this to be in the public interest of the Town of Hempstead to have this extended reporting period coverage policy;

NOW, THEREFORE, BE IT

RESOLVED, that the extended reporting period coverage policy obtained by Marsh U.S.A., Inc. issued by Berkley Assurance is authorized for payment by the Town Board of the Town of Hempstead; and BE IT FURTHER

RESOLVED, that the premium of \$27,681.69 (\$26,676.00 premium, \$960.34 surplus lines tax, \$45.35 stamping fee) shall be paid to Marsh U.S.A., Inc., P.O. Box 417724, Boston, Massachusetts, 02241-7724 with such payment to be made from Account No. 010-001-1910-4070.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 31
Case # 16452

CASE NO.

RESOLUTION NO.

Adopted:

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

RESOLUTION AUTHORIZING THE OFFICE OF THE TOWN ATTORNEY TO RENEW THE TOWN'S FIRE, MULTI-PERIL, AND FLOOD INSURANCE POLICIES AND PUBLIC SAFETY INSURANCE AND TO PAY THE ASSOCIATED PREMIUMS.

WHEREAS, the Town of Hempstead regularly maintains fire and multi-peril real property insurance, flood insurance on selected town and town special district properties and public safety insurance; and

WHEREAS, the Town's existing insurance policy, the existing flood insurance policy, and the existing public safety insurance all expire on June 30, 2022 and the Town is desirous of continuing such coverage; and

WHEREAS, the Town of Hempstead's insurance broker, Marsh, USA, Inc., has been successful in continuing the Town's real property coverage with American Home Assurance Company, 175 Water Street, New York, New York, and excess flood insurance coverage with RSUI Indemnity Co., 945 East Paces Ferry Road, Suite 1800, Atlanta, Georgia 30326 and public safety insurance with Berkley Assurance; and

WHEREAS, it is in the public's interest for the Town to maintain insurance coverage on selected town and town special district properties and to pay the premiums for such coverage;

NOW, THEREFORE, BE IT

RESOLVED, that the Office of the Town Attorney be and hereby is authorized to execute such document or documents necessary to obtain fire and multi-peril insurance coverage and excess flood insurance coverage on selected town and town special district locations, properties, equipment, and contents commencing July 1, 2022 with American Home Assurance Company, RSUI Indemnity Co., and Berkley Assurance for a one year term and to pay premiums for such insurance coverage to Marsh USA, Inc., P.O. Box 417724, Boston, MA 02241-7724 in the amount of \$1,298,881.13 and with premiums to be paid out and charged to the insurance accounts of the appropriated funds.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

32

Case #

16452

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution
and moved its adoption as follows:

RESOLUTION AUTHORIZING THE PAYMENT
OF PUBLIC SAFETY INSURANCE PREMIUM.

WHEREAS, the New York General Business Law requires all municipalities maintaining public safety departments to carry liability insurance covering the actions of public safety officers, security aides and security personnel; and

WHEREAS, the Town in compliance with this statute has obtained a quote from Berkley Assurance through the Town's broker, Marsh U.S.A., Inc., in the amount of \$16,662.00 for the policy period of July 1, 2022 to July 1, 2023; and

WHEREAS, it is in the best interest of the Town to obtain this insurance;

NOW, THEREFORE, BE IT

RESOLVED, that the Office of the Town Attorney is hereby authorized to make payment of the required insurance premium in the amount of \$16,662.00 (\$16,372.00 premium and \$250.00 policy fee) to Marsh U.S.A. Inc., P.O. Box 417724, Boston, MA 02241-7724 with such payment to be made from Account No. 010-001-1910-4070.

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 RATIFYING AND AFFIRMING A TENT RENTAL FOR CAMP ANCHOR'S VOLUNTEER APPRECIATION NIGHT

WHEREAS, the Town's Camp ANCHOR Summer Program will be holding its annual ANCHOR Volunteer Appreciation Night Dinner on August 5th at Lido Beach and has requested a Tent rental for this special occasion; and

WHEREAS, in order to accommodate Camp ANCHOR's August 5th Volunteer Appreciation Night Dinner, the Department of Parks & Recreation ("Department") required the rental of a large tent (60' x 100' with lighting) during the peak summer tent rental season on very short notice; and

WHEREAS, the Department obtained the following two (2) rental quotes for the desired size tent (inclusive of lighting): (i) New York Tent, with offices in Bohemia, NY (\$12,945.00); and (ii) Ace Party & Tent Rental with offices in Port Washington, New York, ("ACE") (\$9,200.25); and

WHEREAS, the Department confirmed that it was receiving the same functionally equivalent pricing extended to the Town's Senior Enrichment Program (in connection with its 2022 summer programming activities) by ACE in light of the particularly high demand for summer tent rentals; and

WHEREAS, in view of the significantly lower quote submitted by ACE, the Commissioner of the Department of Parks & Recreation ("Department") hereby recommends to this Town Board that the Department's recent retention of ACE be approved and that it accordingly ratify and affirm the Commissioner's prior execution of a Tent Rental Agreement with ACE at the rental rate of \$9,200.25 for ANCHOR's use at its Volunteer Appreciation Night Dinner on August 5th; and

WHEREAS, this Town Board believes that it is in the best interest of the Town to approve payment to ACE in the sum of \$9,200.25.

NOW, THEREFORE BE IT

RESOLVED, that the Commissioner of the Department's prior execution of a Tent Rental Agreement with Ace Party & Tent Rental in conjunction with the upcoming ANCHOR Volunteer Appreciation Night Dinner be and hereby is ratified and affirmed; and

BE IT FURTHER

RESOLVED, that the Town Comptroller, be and hereby is, authorized to make payment to Ace Party & Tent Rental in the total amount of \$9,200.25 and to charge said fees to Parks & Recreation Fees and Services Account (#400-007-7110-4130).

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

APPROVED

Frank Zangla (MS)

Commissioner
Dept.-Parks & Recreation

Date 7/27/22

Item # 34

Case # 6874

CASE NO.:

RESOLUTION NO.

Council
moved for its adoption:

offered the following resolution and

**RESOLUTION AUTHORIZING THE SUPERVISOR
TO EXECUTE A BOUNDARY LINE AGREEMENT
AFFECTING PROPERTY LOCATED AT EAST
ROCKAWAY CHANNEL, EAST ROCKAWAY,
NEW YORK.**

WHEREAS, a dispute exists as to the precise location of the boundary line of lands belonging to PST Fine Homes, having a place of business at 250 Oyster Bay Road, Locust Valley, New York, and lands of the Town of Hempstead; and

WHEREAS, the aforesaid PST Fine Homes have submitted a boundary line agreement duly executed by them in settlement of the said dispute; and

WHEREAS, said boundary line agreement would fix the location of the title line of said lands of PST Fine Homes and the Town of Hempstead along the bank of East Rockaway Channel, East Rockaway, Town of Hempstead, County of Nassau, New York; and

WHEREAS, in said boundary line agreement, the Town of Hempstead quitclaims to PST Fine Homes, its right, title and interest in and to any of the lands lying and being at East Rockaway, Town of Hempstead, County of Nassau, and State of New York, being a part of East Rockaway Channel, comprising 554.40 square feet, described as follows:

AREA TO BE CONVEYED TO PROPERTY OWNER

MEETS & BOUNDS

Parcel "B"

ALL that certain plot, piece or parcel of land, with the buildings and improvement thereon erected, situate lying and being at East Rockaway, Town of Hempstead, County of Nassau, State of New York, known and designated at the east half of Lot 7 and of Lot 8 in Block 21 on a certain map entitle "Map of Property in the Village of East Rockaway, LI," belonging to El Morrison, surveyed April 1912 by P.W. Conklin. Inc., President of Angel Sea Property", East Rockaway, Long Island, NY and filed in the Office of the Clerk of the County of Nassau on May 11th 1912 as Map No. 53, New No. 383 which said lot and part of lot is more particularly bounded and described as follows:

BEGINNING at a point on the northerly side of James Street distant 160.00 feet Easterly from the corner formed by the intersection of the Northerly side of James Street and Easterly side of Eighth Avenue.

RUNNING THENCE North 32 degrees 00 minutes 00 seconds East of 75.00 feet to the former Shore Line of East Rockaway Channel as shown on the aforesaid map and the point or place of **BEGINNING**.

RUNNING THENCE North 32 degrees 00 minutes 00 seconds East 21.53 feet to a point 0.3 North of the Northerly side of bulkhead:

THENCE Westerly along last mentioned bulkhead like North 55 degrees 19 minutes 36 seconds West 30.03 feet:

Item # 35
30733

THENCE South 32 degrees 00 minutes 00 seconds West 15.43 feet;

THENCE South 43 degrees 57 minutes 50 seconds East 30.92 to the point or place of BEGINNING.

Said parcel continuing 554.40 square feet.

WHEREAS, PST Fine Homes have agreed to pay Eight Dollars and two cents (\$8.02) per square foot of land to the Town of Hempstead; and

WHEREAS, PST Fine Homes has agreed to pay \$4,446.26 to the Town of Hempstead; and

WHEREAS, it appears that the establishment of the boundary line between the lands of PST Fine Homes and the Town of Hempstead, and the fixing of the location of the shoreline at East Rockaway Channel is in the public interest;

NOW, THEREFORE, BE IT

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

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

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Case No.

Resolution No.

Adopted

offered the following resolution and moved its adoption as follows:

RESOLUTION AMENDING RESOLUTION NO. 684-2022 FOR THE LIMITED PURPOSE OF REFERENCING THE ACCURATE CORPORATE NAME OF THE GOLF CART LEASING COMPANY WHICH IS CURRENTLY LEASING GOLF CARTS TO THE TOWN

WHEREAS, pursuant to Resolution No. 684-2022 duly adopted by this Town Board on May 24, 2022, the Town among other things, authorized its new golf cart leasing arrangements with Wells Fargo Bank, N.A. as implemented by the Town's Purchasing Department; and

WHEREAS, the Town's Purchasing Department recently notified the Department of Parks & Recreation ("Department") that the correct name of the actual golf cart leasing company is not Wells Fargo Bank, N.A. as reflected in Resolution No. 684-2022, but rather its affiliate, Wells Fargo Financial Leasing, Inc. with offices at 800 Walnut Street, Des Moines, IA 50309; and

WHEREAS, the Commissioner of the Department hereby respectfully recommends to this Town Board that Resolution No. 684-2022 be amended for the limited purpose of replacing Wells Fargo Bank, NA with its affiliate, Wells Fargo Financial Leasing, Inc.; and

WHEREAS, this Town Board, hereby finds that it is in the Town's best interest to so amend Resolution No. 684-2022 for the limited purpose of substituting Wells Fargo Financial Leasing, Inc. for Wells Fargo Bank, NA.

NOW THEREFORE, BE IT

RESOLVED, that Resolution No. 684-2022 be and hereby is amended for the limited purpose of substituting Wells Fargo Financial Leasing, Inc. in place of Wells Fargo Bank, NA and that in all other respects, Resolution No. 684-2022 shall remain in full force and effect.

The foregoing resolution was adopted upon roll call as follows:

AYES: ()

NOES: ()

APPROVED

Frank Zangla (MS)

Commissioner

Dept.-Parks & Recreation

Date 7/28/22

Item # 36

Case # 19741

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE PURCHASE OF VARIOUS PAPER PRODUCTS

WHEREAS, from time to time the Town of Hempstead requires the ability to communicate via various media outlets to inform residents and business owners of a wide variety of services available through the Town of Hempstead; and

WHEREAS, print media is used to convey such messages directly to the Town's residents and business owners; and

WHEREAS, due to recent supply chain issues, both nationally and internationally, the availability of paper products has caused issue with attempts to provide such information; and

WHEREAS, the need to find supplemental supplies and suppliers of paper and many other products has become necessary for the continuation of services to be provided to the Town's residents and business owners; and

WHEREAS, the Town is able to supplement its supply of paper products through a local paper mill located in the State of New Jersey that produces various products used by the Town; and

WHEREAS, this company, namely, WJJ & Company, LLC, d/b/a Papertec, Inc., 5 Mars Court, Boonton, NJ 07005, can supply certain paper products, produced in the United States, that the Town uses on a regular basis to supplement supply contracts already approved by the Town for similar products.

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board ratifies and confirms the purchase of paper products from WJJ & Company, LLC, d/b/a Papertec, Inc., 5 Mars Court, Boonton, NJ 07005 until such time as national and international supply chain issues allow for continuous availability of products required by the Town to do its regular business; and

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, if any, out of the appropriate designated departmental account.

The foregoing was adopted upon roll call as follows:

AYES: ()

NOES: ()

* * * * *

Item # 37

Case # 29339

Case No.

Resolution No.

Adopted:

Councilmember

moved the following resolution's adoption:

**RESOLUTION AUTHORIZING THE LEGAL
COUNSEL AND LOBBYING SERVICES OF
ECKERT SEAMANS**

WHEREAS, the Town Attorney's Office recommends this Board authorize the Town to use Eckert Seamans Cherin & Mellott, LLC, 1717 Pennsylvania Avenue, N.W., Washington, D.C., 20006 ("Eckert Seamans") for legal counsel and lobbying services (the "Services");

NOW, THEREFORE, BE IT

RESOLVED, the Services of Eckert Seamans is authorized for a monthly flat fee of \$12,000 per month, and the Town Attorney is authorized to execute any documents necessary to effectuate Eckert Seamans performance of the Services; and be it further,

RESOLVED, the Comptroller is authorized to pay for the Services from account #010-0012-90000-4151.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

38

Case #

Page 1 of 1
2740

July 29, 2022

The Honorable Donald X. Clavin Jr.
Supervisor
Town of Hempstead, NY
One Washington Street
Hempstead, NY 11550

Dear Supervisor Clavin:

We are pleased that you have engaged Eckert Seamans Cherin & Mellott, LLC ("Eckert" or "Firm") to provide legal counsel and services to the Town of Hempstead, NY ("Client"). The purpose of this engagement letter and the enclosed Terms of Engagement is to set forth our mutual understanding of the basis on which we have agreed to undertake this representation. The engagement will become effective on our receipt of a copy of this letter signed by you.

This letter confirms the party that Eckert will represent, summarizes the scope of the engagement and nature of services Eckert will provide, and states the fee rates that will be charged. I have included with this letter a copy of Eckert's Terms of Engagement. This document sets forth the Firm's standard engagement terms which will apply to and are an agreed part of this engagement, unless mutually modified in writing. Please make sure to review them and if you have any questions call me to discuss.

Client the Firm Is Representing and Scope of Engagement

We want to make it clear that Eckert is only representing the Town of Hempstead, NY in this engagement. In accepting this engagement, the Firm has not agreed that it is representing any parent, sister or subsidiary company, any other entity that is affiliated with the Client, or any individual persons, that are not identified above. If you believe that we need to change the identification of the Client to which this engagement pertains, please discuss this matter with me before you sign this engagement letter.

Our engagement is to provide legal representation to the Town of Hempstead, NY in government relations and legal services matters. Our acceptance of this engagement does not involve an undertaking to represent you or your interests in any matter other than described above. In the event a need arises for Eckert to represent you with respect to another matter or legal issue, I would be pleased to discuss it with you.

Fees and Expenses

We have agreed to perform the specific services described above for a monthly flat fee of \$12,000. To the extent that additional services are required including additional agreements of sale or other services not contemplated by this agreement, additional fees for those additional services will be rendered. If any additional services are requested to be performed by our firm beyond the scope of the services described above, we will separately advise of the fee structure in writing and in advance of any additional work.

You will be billed for all disbursements and expenses that we incur on your behalf, including, without limitation, travel costs, mileage, express mailings and postage, long distance telephone costs, telecopy charges, and photocopy charges. Unless we mutually agree in writing to a different process, invoices will be submitted by Eckert to you on a monthly basis and will be paid by you within 30 days of receipt. If you have any questions about fees, expenses or work we have performed, I encourage you to promptly contact me to discuss and I will do my best to address any questions.

Countersignature by Client

Of course, you are always free to seek advice from other counsel on the terms of this engagement. If this engagement letter is consistent with your understanding of our fee and representation arrangement, please sign the enclosed copy where indicated and return it to me.

If you have any questions concerning any of the matters discussed in this letter, please contact me. We appreciate the opportunity to be of service to you on this project and look forward to working with you.

Very truly yours,

ECKERT SEAMANS CHERIN & MELLOTT, LLC

By: /s/Evelyn D. Sahr

Enclosure

The undersigned acknowledges and agrees to the terms of the representation as set forth in this letter and the accompanying Terms of Engagement.

TOWN OF HEMPSTEAD, NY

[Signature] By: Hon. Donald X. Clavin Jr.

Cc: Conflicts Director

Case No.

Resolution No.

Adopted:

Councilmember

moved the following resolution's adoption:

**RESOLUTION AUTHORIZING A PUBLIC
INFORMATION SERVICES AGREEMENT
WITH ZE CREATIVE COMMUNICATIONS**

WHEREAS, ZE Creative Communications, 5 Bond Street, Great Neck, New York 11021 ("ZE"), submitted a proposal for public information services ("the Services") to the Director of Communications; and

WHEREAS, the Director of Communications recommends this Board authorize an agreement (the "Agreement") for the Services with ZE; and

NOW, THEREFORE, BE IT

RESOLVED, an Agreement for the Services with ZE is authorized, and the Director of Communications is authorized to execute the Agreement and any other documents necessary to effectuate the Agreement; and be it further

RESOLVED, payment for costs and fees associated with the Agreement is authorized from account number 010-0012-90000-4790.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

39

Case #

6923 (Page 1 of 1)



**CREATIVE
COMMUNICATIONS**

AGREEMENT

**PUBLIC INFORMATION
SERVICES
FOR THE
TOWN OF HEMPSTEAD**

**5 BOND STREET, GREAT NECK, NY 11021
ZECCWEB.COM | 516.829.8374**

PUBLIC INFORMATION SERVICES AGREEMENT

This public information services agreement ("Agreement"), dated this 1st day of January 1 2022, between ZE Creative Communications, a domestic corporation (hereinafter referred to as "ZE") with offices at 5 Bond Street, Great Neck, New York 11021, and the Town of Hempstead, (hereinafter referred to as "TOH") with town hall located at One Washington Street Hempstead, NY 11550.

Whereas TOH desires to retain the public information outreach services of ZE, and ZE desires to provide those services.

I. TERM OF AGREEMENT:

The term of this Agreement shall be for a 12-month period: January 1, 2022 – December 31, 2022 (the "Term").

II. BASIC COST OF AGREEMENT:

The basic cost of this Agreement shall be as set forth in Exhibit A.

III. TERMS AND CONDITIONS:


The terms and conditions of this Agreement shall be as set forth in Exhibit A attached.

A copy or a facsimile of a signature on this Agreement and any amendment, engagement schedule or proposal shall have the same force and effect as an original ink signature.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS OF THE DATE WRITTEN BELOW:

For ZE Creative Communications

For Town of Hempstead

By:  _____

By: _____

Date: **January 7, 2022** _____

Date: _____

EXHIBIT "A"

to the Public Relations Services Agreement ("Agreement")

1. ZE RESPONSIBILITIES:

ZE shall perform such professional services as may be necessary to accomplish the work required to be performed under and in accordance with the Agreement, as outlined in the Services Proposal attached hereto as Addendum One. ZE specifically represents and warrants that it has and shall possess, and that its employees, agents and subcontractors have and shall possess, the required education, knowledge, experience and character necessary to qualify them individually for the particular duties they perform.

2. PAYMENT AND COMPENSATION:

a) In consideration of ZE faithfully complying with all of the covenants set forth in this Agreement, TOH shall compensate ZE for public information outreach services at a fee of \$250 an hour not to exceed \$12,500 per month for the period of January 1, 2022 through December 31, 2022. ZE shall provide invoices to the Town on a monthly basis, in arrears, detailing hours worked and activities performed.

(b) Not included in the monthly retainer fee are direct expenses including printing, photography, rental equipment required for any press conference (podium, sound system, etc.), postage for any mass mailings, and any artwork requested by TOH that would be in addition to the two, one-page, two-sided flyers per month (total of 16) that are included. These expenses will be billed on an "at cost" basis with supplier invoices attached. Such expenses will be billed to TOH within 90 days of occurrence. However, any expense which by itself, or collectively as part of a project, which cost will be in excess of \$300 shall be subject to prior written approval by the TOH, before the expenditure is incurred.

Monthly payments will be due within 45 days of the TOH's receipt of the completed invoice.

c) No partial payments shall be made to ZE in excess or in advance of the payment schedule in subparagraph (a) above.

3. INDEMNIFICATION

a) ZE hereby agrees to indemnify, defend and hold TOH, its parent, subsidiaries and affiliates and their respective officers, directors, employees and agents harmless from and against any and all claims, demands, regulatory proceedings and/or causes of action and all damages, costs (including, without limitation, reasonable legal fees) to the extent arising from ZE's breach or alleged breach of its obligations hereunder, including without limitation, any claim pertaining to libel, slander, defamation, copyright infringement, invasion of privacy, piracy, and/or plagiarism in connection with any materials created or supplied to TOH by ZE.

b) The TOH agrees to indemnify, defend and hold ZE, its parents, subsidiaries, affiliations, and their respective officers, directors, employees and agents harmless from and against any and all claims, demands regulatory proceedings and/or causes of action and all damages, costs, (including without limitation, reasonable legal fees) to the extent

arising from the i) failure of any representation or warranty made by TOH under this Agreement; ii) use of any materials or data furnished by TOH, so long as such materials have been used as directed by TOH and have not been altered in any way by ZE without the prior written approval of TOH; or iii) ZE acting on behalf of TOH within the scope of this Services Agreement, as directed by TOH and in accordance with the terms of this Agreement.

4. REPRESENTATIONS AND WARRANTIES

- a) ZE represents, warrants and covenants that (i) ZE is an incorporated business with a valid federal tax identification number and has clients other than TOH; (ii) ZE has the right to grant the rights granted and to fully perform all of its obligations under this Agreement; (iii) any material supplied by ZE under this Agreement will be original with ZE (except for material supplied by TOH) and will not infringe upon the copyright or any other right or interest of any third party; (iv) there are no claims, litigation or other proceedings pending or threatened which would adversely affect TOH's rights under this Agreement; (v) ZE shall not materially alter any information or data furnished by TOH without TOH's prior written approval, provided that neither TOH, nor the agent of TOH, will approve any alteration of such information if TOH or agent for TOH knows that such alteration would result, by inclusion or omission, in any inaccurate or misleading information about TOH or its products and services; (vi) ZE and all of its personnel shall comply (and shall use its commercially reasonable efforts to require Subcontractors and Vendors to comply) with all Requirements of Law and Self-Regulatory Guidelines and TOH Guidelines applicable to or binding upon any of them in the conduct of such Party's business or the Services

hereunder or affecting or relating to ZE's activities under this Agreement. "TOH Guidelines" means any guidelines or policies of TOH (e.g. blogging/online guidelines, travel policies, etc.) as may be modified by TOH from time to time, related to the Services provided by ZE, which have been provided in advance and in writing.

- b) "Requirements of Law" means laws, ordinances, statutes, treaties, rules, judgments, regulations or other determination or finding of any arbitrator or governmental authority of any jurisdiction, whether international, federal, state, provincial, county, local or otherwise, in each case that are generally applicable to a Party given the nature and conduct of its business. "Self-regulatory Guidelines" means any applicable industry codes of practice or self-regulatory guidelines, including, without limitation, the codes, guidelines, and principles of the Digital Advertising Alliance, Mobile Marketing Association, Direct Marketing Association, Federal Trade Commission, Interactive Advertising Bureau, and Word of Mouth Marketing Association, in any case as and if applicable to the Party at issue.
- c) TOH represents, warrants and covenants that (i) TOH shall not knowingly provide any false or misleading information to ZE about any matters, including information about TOH, its products and services, and shall promptly notify ZE if any information previously furnished by TOH, ceases to be true and complete in all aspects; (ii) TOH will

not knowingly violate any applicable laws or regulations; (iii) any material supplied by TOH under this Agreement will not knowingly infringe upon the copyright or any other right or interest of any third party; (iv) TOH shall conduct its business with ZE in a professional and business-like manner; (v) TOH shall make prompt payment, when due, of all undisputed amounts owing pursuant to this Agreement

5. CONFLICTS OF INTEREST:

ZE agrees that it will not during the term of this Agreement engage in any activity which is contrary to and in conflict with the goals and purposes of TOH. Without the prior written approval of TOH, ZE may not simultaneously represent other clients in matters of proceedings adverse to TOH. ZE is charged with the duty to disclose to TOH the existence of any such adverse interests, whether existing or potential. This duty shall continue so long as ZE is retained by TOH. The determination as to when a conflict exists shall ultimately be made by TOH after full disclosure is obtained.

ZE represents and warrants that it has not offered or given any gratuity to any official, employee or agent of TOH with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect to the performance of an agreement.

6. CONFIDENTIALITY:

(a) ZE acknowledges that ZE may have access to certain confidential data not generally known about TOH's business or which TOH is required to maintain as confidential on behalf of a third party (collectively, the "**Confidential Information**"). Confidential Information specifically includes, but is not limited to, any records, reports or other documents of TOH used by ZE pursuant to this Agreement or any documents created as part of this Agreement.

(b) All Confidential Information constitutes valuable and unique assets of TOH's business. ZE agrees that it will not disclose, and will direct ZE's personnel not to disclose, any Confidential Information or furnish copies of any written materials relating to the Confidential Information to any other person, firm or entity, except to the extent that disclosure may be required by law. If the disclosure of Confidential Information is required by law, ZE agrees to give TOH reasonable notice prior to disclosure so that TOH has an opportunity to obtain a protective order. ZE further agrees that it will use the Confidential Information solely as necessary to provide services requested under this Agreement and will not use the Confidential Information for its own benefit or for the benefit of any other firm or business with which it may be associated. Immediately following termination of this Agreement for any reason whatsoever, ZE will return to TOH all Confidential Information in its possession.

(c) The term Confidential Information does not include any information that (i) was lawfully in ZE's possession prior to any disclosure by TOH, and is not subject to any other non-disclosure obligation, or (ii) is or becomes generally available to the public other than as a result of disclosure in violation of this Agreement.

7. ASSIGNABILITY:

ZE shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement, or any of its rights, title or interest therein, or its power to execute this Agreement, or assign all or any portion of the monies that may be due or become due to ZE under the terms of this Agreement, to any other person or corporation, without the prior written consent of TOH, and any attempt to do any of the foregoing without such consent shall be of no effect.

8. TERMINATION:

This Agreement shall continue for the Term unless either Party to this Agreement terminates this Agreement in accordance with the provisions of this Section 8. This Agreement may not be terminated by either party without cause for a period of sixty (60) days from the start date of this agreement as specified above. Notwithstanding the 60 days restriction above, either party may terminate this Agreement upon thirty days prior written notice via certified mail or overnight/express courier. If the termination is for breach, then the breaching party shall have thirty (30) days from receipt of notice to terminate to cure the breach, otherwise the termination shall be effective. In the event either Party terminates this Agreement without cause, both Parties will be required to fulfill the requirements of this Agreement for the full thirty (30) days or more prior to the termination date. In the event of any termination or expiration of this Agreement, TOH's sole obligation shall be to pay for Services acceptably provided prior to the termination date.

The provisions of this Agreement which by their nature should survive, will survive the termination, expiration or suspension of this Agreement.

9. IF ANY PART INVALID, REMAINDER OF AGREEMENT VALID:

It is expressly agreed that if any terms or provisions of this Agreement, or the application thereof to any person or circumstances, shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms of provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby; and every other term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

10. GOVERNING LAW AND JURISDICTION. This Agreement, and any dispute, claim or controversy between the parties arising out of or related to this Agreement, shall be governed by and interpreted in accordance with the laws of the State of New York, without regard to its conflict of law rules. ZE (i) agrees that any litigation, action or proceeding relating to this Agreement must be instituted in Nassau County, New York or in federal court in in the Eastern District of New York , and (ii) waives any objection which ZE might have with respect to jurisdiction, venue or forum.

11. RELATIONSHIP OF PARTIES. The relationship of the parties hereto is that of independent contracting parties and will not be deemed to be any other relationship including, without limiting the generality of the foregoing, that of joint venturers, partners, joint employers or principal and agent.

12. NOTICE. Any notice or other communication required or permitted hereunder shall be sufficiently given if delivered in writing in person or by registered or certified mail, postage prepaid, addressed as follows: If to ZE, to Ron Edelson and David Chauvin, ZE Creative Communications, 5 Bond Street, Great Neck, NY 11021 Fax. No.516 829 1561, and if to Town of Hempstead, to Hon. Donald X. Clavin, Jr., Town Supervisor, Hempstead Town Hall, One Washington Street, Hempstead, New York, 11550.

13. OWNERSHIP.

(a) All Deliverables and results from ZE's Services (collectively, for this section, "Deliverables") will be the property of TOH and all title and interest will vest in TOH and be deemed a "work made for hire" within the definition of 17 U.S.C. 101 and 201(b); and, as such, TOH will have the right to obtain and to hold in its own name, copyrights, registrations or other protection as may be appropriate to the subject matter, and any extensions and renewals of the Deliverables in perpetuity throughout the universe. TOH will have the right to make any use of the results and proceeds of the Deliverables, in whole or in part, in any manner and at any time, without additional compensation to ZE.

(b) To the extent that title to any of the Deliverables may not, by operation of law, vest in ZE or the Deliverables may not be considered "work made for hire," ZE irrevocably and assigns to TOH exclusively all of its right, title and interest in and to the Deliverables developed for TOH under this Agreement, including the copyright and any renewals or extensions in the Deliverables in perpetuity throughout the universe. TOH will have the right to make any use of the results and proceeds of the Deliverables, in whole or in part, in any manner whatsoever and at any time, without additional compensation to ZE.

(c) ZE agrees to give TOH and any person designated by TOH, any reasonable assistance required to perfect the rights defined in this Section.

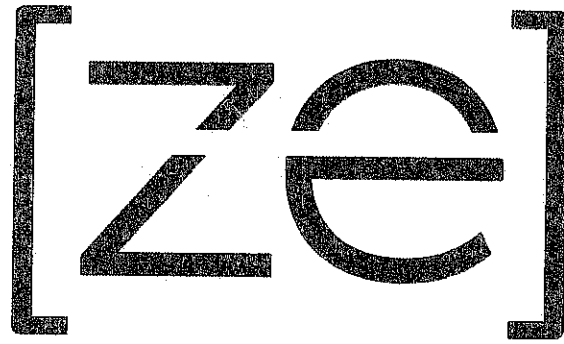
14. THIS INSTRUMENT REPRESENTS ENTIRE AGREEMENT:

It is expressly agreed that this instrument represents the entire Agreement of the parties with respect to the subject matter herein and that all previous understandings are merged in this Agreement.

15. MODIFICATIONS:

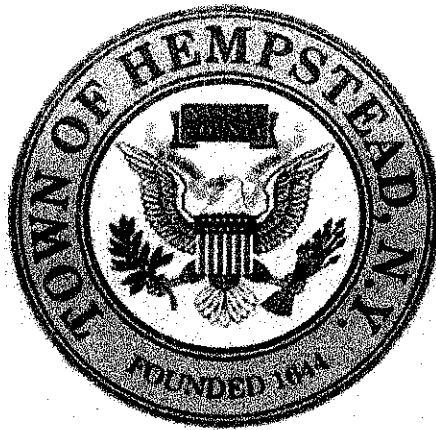
No modification of this Agreement shall be valid unless written in the form of an Addendum or Amendment signed by both parties.

16. ADDITIONAL PARTIES. The parties to this Agreement acknowledge that upon written notice to ZE subsidiaries or affiliates of TOH may become parties to this Agreement. Upon receipt by ZE of such written notice, such subsidiary or affiliate shall be deemed to be a party to this Agreement effective as of such date with the same force and effect as if originally named herein. Unless otherwise agreed to by ZE, TOH and such subsidiary or affiliate, for purposes of any Services performed for or materials developed or delivered to such subsidiary or affiliate in accordance with the terms of this Agreement (i) the defined term TOH in the Agreement shall be deemed to refer to such subsidiary or



CREATIVE
COMMUNICATIONS

Proposal for Public Relations and Communication Services



ZE Creative Communications
5 Bond Street, Great Neck, NY 11021
Office: (516) 829-8374

Agency Contact:
David Chauvin, Executive Vice President
Cell: (516) 410-8832



OVERVIEW

ZE Creative Communications (ZECC) is a full-service, multi-disciplined communications firm that has and continues to work with local municipalities since the company's inception in 1988. We offer our clients strategic and creative solutions to meet their communication goals and improve outreach and information-sharing objectives with their constituencies.

The success of local governments relies heavily on the opinions and perceptions of their residents. It is vital that elected officials maintain transparency with their communities; doing so is the most effective way to instill a sense of trust among constituents. As more and more people get involved in local government affairs, it's more important than ever for the Town of Hempstead to continue to improve its stream of communication with residents.

In speaking with the Supervisor and executive staff members to better understand the Town's communications needs, ZECC is proposing the following services to assist the Town in achieving its communications goals.

SERVICES PROVIDED

Strategic Communication Guidance and Support

ZECC strongly believes in the power of two parallel streams of content being published in local and regional media outlets that work in conjunction with one another to support the Town's narrative: one shares information and updates on opportunities and events available to residents; and the other consistently highlights positive activities undertaken by the Town. This effort focuses on raising awareness of Town initiatives and also creates a ubiquitous understanding of the Town's credibility.

ZECC will provide the Town's supervisor, executive staff and communications department with strategic consultations on how best to craft and pitch story concepts to local and regional news outlets. Under this work stream, the ZECC team will be there to help craft press releases and other media-related documents to provide more favorable news coverage for the Town. This also includes the establishment of press conferences to promote key initiatives and activities.

ZECC's team of seasoned, expert copywriters will also be available to assist the Town's communication team to prepare any needed written materials such as event remarks, letters to the public and other area elected officials/organizations, as well as speeches and testimony if needed.



Community Engagement and Events

Since its initial engagement with the Town in 2020, ZECC has supported various community engagement efforts throughout the COVID-19 pandemic. To augment the Town's positioning among residents, ZECC will continue to assist the Town in all efforts of community engagement and partnership building on a broad range of topics. This effort will support the Town in effectively reaching key, target audiences. ZECC will also continue to support efforts to establish invite lists, distribution of invites, presentation and other collateral material as needed for events, as well as help the Town staff run them.

Crisis Communication

ZECC has decades of experience in aiding clients through crisis situations to get the right information to the public and dispel misconceptions. The ZECC team is available 24/7/365 to help the Town navigate through crisis communication situations. This includes providing information to reporters, drafting statements, general guidance and advice as well as serving as a spokesperson when necessary (although we do recommend statements coming from the Town to better establish sincerity and transparency).

COST OF COMMUNICATION SERVICES

ZECC works on a retainer basis to ensure ZECC is always in a position to execute the objectives of our clients at the highest level. It also provides for flexibility in the scope of work should other related, but not specified, tasks arise throughout the course of our engagement. In other words, we will always be there for you.

For the work outlined in this proposal, ZECC will charge an hourly rate of \$250 per hour with maximum billable hours not to exceed \$12,000 per month. This price is for a year-long commitment.

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF JOHN MACCARONE
AS TOWN ATTORNEY, IN THE OFFICE OF
THE TOWN ATTORNEY.

On motion made by
the following resolution was adopted upon roll call:

RESOLVED, that John Maccarone be and hereby is appointed as
Town Attorney, in the Office of the Town Attorney, Exempt, Ungraded, at an annual salary of
\$200,797 by the Supervisor of the Town of Hempstead and ratified by the Town Board of the Town
of Hempstead effective August 2, 2022 and BE IT

FURTHER RESOLVED, that subject appointment is probationary for
twenty-six weeks and should candidate prove unsatisfactory during this period, said appointment
may be terminated.

AYES:

NOES:

Item #

40

Page #

30734

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

Item # 41

2

CASE NO. 30730

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.58-2022, 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 September 7th, 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. 58-2022, 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 # 42

Case # 30730

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 7th day of September, 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:

OCEANSIDE JOHNSON PLACE (TH 295/22) North Side -
NO PARKING 7 AM TO 1 AM MONDAY-SUNDAY
EXCEPT WITH PERMIT - starting from the
east curblin e of Arthur Court, east to
a point 30 feet west of the west curblin e
of Oceanside Road.

WANTAGH WILLOW STREET (TH 296/22) East Side -
TWO HOUR PARKING 8 AM TO 5 PM EXCEPT
SATURDAY, SUNDAY & HOLIDAYS - starting
at a point 392 feet south of the south
curblin e of Walters Avenue, then south
for a distance of 35 feet.

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

OCEANSIDE JOHNSON PLACE (TH 295/22) North Side -
NO PARKING 7 AM TO 1 AM MONDAY-SUNDAY
EXCEPT WITH PERMIT - starting from east
curblin e of Arthur Court, east to a
point 102 feet west of the west
curblin e of Oceanside Road.
(TH 582/21: 1/11/22)

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

Dated: August 2, 2022
Hempstead, New York

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

DONALD X. CLAVIN, JR.
Supervisor

KATE MURRAY
Town Clerk

Town of Hempstead

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

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

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

OCEANSIDE JOHNSON PLACE (TH 295/22) North Side - NO PARKING 7 AM TO 1 AM MONDAY-SUNDAY EXCEPT WITH PERMIT - starting from the east curbline of Arthur Court, east to a point 30 feet west of the west curbline of Oceanside Road.

WANTAGH WILLOW STREET (TH 296/22) East Side - TWO HOUR PARKING 8 AM TO 5 PM EXCEPT SATURDAY, SUNDAY & HOLIDAYS - starting at a point 392 feet south of the south curbline of Walters Avenue, then south for a distance of 35 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:

OCEANSIDE JOHNSON PLACE (TH 295/22) North Side - NO PARKING 7 AM TO 1 AM MONDAY-SUNDAY EXCEPT WITH PERMIT - starting from east curbline of Arthur Court, east to a point 102 feet west of the west curbline of Oceanside Road. (TH 582/21: 1/11/22)

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

CASE NO.30731

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. 59-2022, 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 September 7th, 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. 59-2022, 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 #

43

Case #

30731

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 7th day of September, 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:

(NR)LAWRENCE

CARYL COURT (TH 309/22) West Side -
NO PARKING ANYTIME - starting at the
north curbline of Mott Avenue, north
for a distance of 60 feet.

MOTT AVENUE (TH 309/22) North Side -
NO STOPPING HERE TO CORNER - starting
at the west curbline of Caryl Court
west for a distance of 50 feet.

MERRICK

MERRICK AVENUE (TH 291/22) East Side -
NO STOPPING ANYTIME - starting at a
point 30 feet north of the north
curbline of Ripley Lane north for a
distance of 228 feet.

OCEANSIDE

HARVEY AVENUE (TH 317/22) West Side -
NO STOPPING HERE TO CORNER - starting
at the southcurbline of Oakview Avenue
south for a distance of 30 feet.

(NR)ROCKVILLE
CENTRE

PERSHING BOULEVARD (TH 302/22) South
Side - NO STOPPING HERE TO CORNER -
starting at the E/C/L of Woodfield
Road, east for a distance of 25 feet.

PERSHING BOULEVARD (TH 302/22) North
Side - NO STOPPING HERE TO CORNER -
starting at the E/C/L of Woodfield
Road, east for a distance of 40 feet.

WOODFIELD ROAD (TH 302/22) West Side -
NO STOPPING HERE TO CORNER - starting
at the S/C/L of Pershing Boulevard,
south for a distance of 40 feet.

LAFAYETTE AVENUE (TH 302/22) North Side - NO STOPPING HERE TO CORNER - starting at the E/C/L of Langdon Boulevard, east for a distance of 50 feet.

LAFAYETTE AVENUE (TH 302/22) South Side - NO STOPPING HERE TO CORNER - starting at the E/C/L of Langdon Boulevard, east for a distance of 30 feet.

LANGDON BOULEVARD (TH 302/22) East Side - NO STOPPING HERE TO CORNER - starting at the N/C/L of Pershing Boulevard, north for a distance of 30 feet.

LANGDON BOULEVARD (TH 302/22) West Side - NO STOPPING HERE TO CORNER - starting at the N/C/L of Pershing Boulevard, north for a distance of 30 feet.

LANGDON BOULEVARD (TH 302/22) East Side - NO STOPPING HERE TO CORNER - starting at the S/C/L of Pershing Boulevard, south for a distance of 30 feet.

LANGDON BOULEVARD (TH 302/22) West Side - NO STOPPING HERE TO CORNER - starting at the S/C/L of Pershing Boulevard, south for a distance of 30 feet.

LANGDON BOULEVARD (TH 302/22) East Side - NO STOPPING HERE TO CORNER - starting at the S/C/L of Coolidge Avenue, south for a distance of 30 feet.

LANGDON BOULEVARD (TH 302/22) West Side - NO STOPPING HERE TO CORNER - starting at the S/C/L of Coolidge Avenue, south for a distance of 30 feet.

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

MERRICK MERRICK AVENUE (TH 291/22) East Side -
NO PARKING ANYTIME - starting at a
point 30 feet north of the north
curbline of Ripley Lane north for a
distance of 155 feet.
(TH 196/96: 11/19/96)

MERRICK AVENUE (TH 291/22) East Side -
NO STOPPING ANYTIME - starting at a
point 185 feet north of the north
curbline of Ripley Lane north for a
distance of 75 feet.
(TH 128/75: 4/15/75)

OCEANSIDE JOHNSON PLACE (TH 295/22) North Side -
NO PARKING ANYTIME - starting at a
point 30 feet west of the west curbline
of Oceanside Road, west for a distance
of 72 feet.
(TH 403/20: 2/23/22)

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

Dated: August 2, 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:

(NR) LAWRENCE

CARYL COURT (TH 309/22) West Side - NO PARKING ANYTIME - starting at the north curbline of Mott Avenue, north for a distance of 60 feet.

MOTT AVENUE (TH 309/22) North Side - NO STOPPING HERE TO CORNER - starting at the west curbline of Caryl Court west for a distance of 50 feet.

MERRICK

MERRICK AVENUE (TH 291/22) East Side - NO STOPPING ANYTIME - starting at a point 30 feet north of the north curbline of Ripley Lane north for a distance of 228 feet.

OCEANSIDE

HARVEY AVENUE (TH 317/22) West Side - NO STOPPING HERE TO CORNER - starting at the southcurbline of Oakview Avenue south for a distance of 30 feet.

(NR) ROCKVILLE CENTRE

PERSHING BOULEVARD (TH 302/22) South Side - NO STOPPING HERE TO CORNER - starting at the E/C/L of Woodfield Road, east for a distance of 25 feet.

PERSHING BOULEVARD (TH 302/22) North Side - NO STOPPING HERE TO CORNER - starting at the E/C/L of Woodfield Road, east for a distance of 40 feet.

WOODFIELD ROAD (TH 302/22) West Side - NO STOPPING HERE TO CORNER - starting at the S/C/L of Pershing Boulevard, south for a distance of 40 feet.

LAFAYETTE AVENUE (TH 302/22) North Side - NO STOPPING HERE TO CORNER - starting at the E/C/L of Langdon Boulevard, east for a distance of 50 feet.

LAFAYETTE AVENUE (TH 302/22) South Side - NO STOPPING HERE TO CORENER - starting at the E/C/L of Langdon Boulevard, east for a distance of 30 feet.

LANGDON BOULEVARD (TH 302/22) East Side - NO STOPPING HERE TO CORNER - starting at the N/C/L of Pershing Boulevard, north for a distance of 30 feet.

LANGDON BOULEVARD (TH 302/22) West Side - NO STOPPING HERE TO CORNER - starting at the N/C/L of Pershing Boulevard, north for a distance of 30 feet.

LANGDON BOULEVARD (TH 302/22) East Side - NO STOPPING HERE TO CORNER - starting at the S/C/L of Pershing Boulevard, south for a distance of 30 feet.

LANGDON BOULEVARD (TH 302/22) West Side - NO STOPPING HERE TO CORNER - starting at the S/C/L of Pershing Boulevard, south for a distance of 30 feet.

LANGDON BOULEVARD (TH 302/22) East Side - NO STOPPING HERE TO CORNER - starting at the S/C/L of Coolidge Avenue, south for a distance of 30 feet.

LANGDON BOULEVARD (TH 302/22) West Side - NO STOPPING HERE TO CORNER - starting at the S/C/L of Coolidge Avenue, south for a distance of 30 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

MERRICK AVENUE (TH 291/22) East Side - NO PARKING ANYTIME - starting at a point 30 feet north of the north curbline of Ripley Lane north for a distance of 155 feet.
(TH 196/96: 11/19/96)

MERRICK AVENUE (TH 291/22) East Side - NO STOPPING ANYTIME - starting at a point 185 feet north of the north curbline of Ripley Lane north for a distance of 75 feet.
(TH 128/75: 4/15/75)

OCEANSIDE

JOHNSON PLACE (TH 295/22) North Side - NO PARKING ANYTIME - starting at a point 30 feet west of the west curbline of Oceanside Road, west for a distance of 72 feet.
(TH 403/20: 2/23/22)

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

CASE NO. 30732

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. 60-2022, 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 September 7th, 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. 60-2022, 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 #

44

Case #

30732

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 7th day of September, 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:

MERRICK	WOODBINE AVENUE (TH 257/22)- STOP - All traffic traveling southbound on Hewlett Avenue shall come to a full stop.
	WOODBINE AVENUE (TH 257/22)- STOP - All traffic traveling northbound on Hewlett Avenue shall come to a full stop.
	HEWLETT AVENUE (TH 294-22) - STOP - All traffic traveling eastbound on Sans Avenue shall come to a full stop.
	HEWLETT AVENUE (TH 294/22) - STOP - All traffic traveling eastbound on Bliss Place shall come to a full stop.
	HEWLETT AVENUE (TH 294/22) - STOP - All traffic traveling eastbound on Lawry Lane shall come to a full stop.
WEST HEMPSTEAD	GUILDFORD COURT (TH 308/22)- STOP - All traffic traveling north west on Roy Street 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: August 2, 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:

MERRICK

WOODBINE AVENUE (TH 257/22)- STOP - All traffic traveling southbound on Hewlett Avenue shall come to a full stop.

WOODBINE AVENUE (TH 257/22)- STOP - All traffic traveling northbound on Hewlett Avenue shall come to a full stop.

HEWLETT AVENUE (TH 294-22) - STOP - All traffic traveling eastbound on Sans Avenue shall come to a full stop.

HEWLETT AVENUE (TH 294/22) - STOP - All traffic traveling eastbound on Bliss Place shall come to a full stop.

HEWLETT AVENUE (TH 294/22) - STOP - All traffic traveling eastbound on Lawry Lane shall come to a full stop.

WEST HEMPSTEAD

GUILDFORD COURT (TH 308/22)- STOP - All traffic traveling north west on Roy Street 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 PERSON.

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

NOW, THEREFORE BE IT

RESOLVED, that a public hearing be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, on the 7th day of September, 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

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

237th STREET - west side, starting at
a point 113 feet south of the south
curbline 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
curbline of Hillsboro Avenue, east for
a distance of 20 feet.
(TH-293/22)

MARGUERITE AVENUE - east side, starting at a point 227 feet south of the south curblineline of Chelsea Street, south for a distance of 19 feet.
(TH-298/22)

PARKWAY DRIVE - east side, starting at a point 147 feet north of the north curblineline of Baylis Avenue, north for a distance of 20 feet.
(TH-300/22)

UNIONDALE

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

SALEM ROAD - north side, starting at a point 175 feet west of the west curblineline of Emerson Place, west for a distance of 20 feet.
(TH-314/22)

MARVIN AVENUE - west side, starting at a point 81 feet north of the north curblineline of Merillon Street, north for a distance of 20 feet.
(TH-318/22)

; and, BE IT FURTHER

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

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

AYES:

NOES:

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that pursuant to Section 202-48 of the code of the Town of Hempstead entitled, "Handicapped Parking On Public Streets," a public hearing will be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, on the 7th day of September, 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

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)

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)

MARGUERITE AVENUE - east side, starting at a point 227 feet south of the south curblineline of Chelsea Street, south for a distance of 19 feet.
(TH-298/22)

PARKWAY DRIVE - east side, starting at a point 147 feet north of the north curblineline of Baylis Avenue, north for a distance of 20 feet.
(TH-300/22)

UNIONDALE

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

SALEM ROAD - north side, starting at a point 175 feet west of the west curblineline of Emerson Place, west for a distance of 20 feet.
(TH-314/22)

MARVIN AVENUE - west side, starting at a point 81 feet north of the north curblineline of Merillon Street, north for a distance of 20 feet.
(TH-318/22)

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

Dated: August 2, 2022
Hempstead, New York

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

DONALD X. CLAVIN, JR.
Supervisor

KATE MURRAY
Town Clerk

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution
and moved its adoption:

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

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

NOW, THEREFORE BE IT

RESOLVED, that a public hearing be held in the Town
Meeting Pavilion, Hempstead Town Hall, 1 Washington Street,
Hempstead, New York, on the 7th day of September 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

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

MARGUERITE AVENUE - east side, starting
at a point 227 feet south of the south
curbline of Chelsea Street, south for
a distance of 19 feet.
(TH-298/22)

PARKWAY DRIVE - east side, starting at
a point 147 feet north of the north
curbline of Baylis Avenue, north for
a distance of 20 feet.
(TH-300/22)

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Case # 21527

UNIONDALE

HEMPSTEAD BOULEVARD - south side, starting at a point 335 feet east of the east curbline of Bedford Avenue, east for a distance of 20 feet.

(TH-242/22)

SALEM ROAD - north side, starting at a point 175 feet west of the west curbline of Emerson Place, west for a distance of 20 feet.

(TH-314/22)

MARVIN AVENUE - west side, starting at a point 81 feet north of the north curbline of Merillon Street, north for a distance of 20 feet.

(TH-318/22)

; and, BE IT FURTHER

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

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

AYES:

NOES:

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that pursuant to Section 202-48 of the code of the Town of Hempstead entitled, "Handicapped Parking On Public Streets," a public hearing will be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, on the 7th day of September 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

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)

MARGUERITE AVENUE - east side, starting at a point 227 feet south of the south curblineline of Chelsea Street, south for a distance of 19 feet.
(TH-298/22)

PARKWAY DRIVE - east side, starting at a point 147 feet north of the north curblineline of Baylis Avenue, north for a distance of 20 feet.
(TH-300/22)

UNIONDALE

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

SALEM ROAD - north side, starting at a point 175 feet west of the west curblineline of Emerson Place, west for a distance of 20 feet.
(TH-314/22)

MARVIN AVENUE - west side, starting
at a point 81 feet north of the north
curbline of Merillon Street, north for a
distance of 20 feet.
(TH-318/22)

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
OF THE TOWN OF HEMPSTEAD

DONALD X. CLAVIN, JR.
Supervisor

KATE MURRAY
Town Clerk

CASE NO.

RESOLUTION NO.

Council
moved its adoption:

offered the following resolution and

RESOLUTION CALLING A PUBLIC HEARING TO REVIEW
THE RECOMMENDATION OF THE TOWN OF HEMPSTEAD
LANDMARKS PRESERVATION COMMISSION THAT THE
MERRICK GABLE HOME, 65 HENRY STREET MERRICK, NY,
A/K/A SEC. 56 BLOCK 191 LOT 136 BE DESIGNATED AS A
HISTIORICAL LANDMARK.

WHEREAS, the Landmarks Preservation Commission of the Town of Hempstead has
recommended that the Merrick Gable Home Sec 56 Block 191 lot 136 Merrick, New York be
designated as an Historic Landmark: and

WHEREAS, it is in the public interest to consider the recommendation of the Landmarks
Preservation commission regarding the Merrick Gable Home, Merrick, New York.

NOW, THEREFORE, BE IT

RESOLVED, that a public hearing be held on the

day of at o'clock in the forenoon of that day in the Town Meeting
Pavillon Hempstead Town Hall, 1 Washington Street Village and Town of Hempstead,
Hempstead New York, to consider the recommendation of the Town of Hempstead Landmarks
Preservation commission that the Merrick Gable Home, Sec. 56 Block 191 Lot 136, Merrick,
New York, on the Land and Tax map of Nassau County, as delineated by the decision and
recommendation of the Landmarks Preservation Commission, be designated as an Historical
Landmark; and, be to and BE IT FURTHER

RESOLVED, that the Town Clerk be is hereby directed to publish notice thereof, once, at
least fourteen (14) days prior to the date set for the hearing, and give written notice, by
certified mail return receipt requested, to the owner of the proposed site and to those people
entitled thereto according to law, not less than ten (10) days prior to the date set for the
hearing

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

AYES:

NOES:

Item #

46

Case #

22572

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 7th day of September at 10:30 o'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 191 Lot 136 65 Henry Street 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: August 2, 2022
Hempstead, N.Y.

CASE NO.

RESOLUTION NO.

Council
moved its adoption:

offered the following resolution and

RESOLUTION CALLING A PUBLIC HEARING TO REVIEW
THE RECOMMENDATION OF THE TOWN OF HEMPSTEAD
LANDMARKS PRESERVATION COMMISSION THAT THE
MERRICK GABLE HOME, 127 FOX BOULEVARD MERRICK,
NY, A/K/A SEC. 56 BLOCK 195 LOT 08140 BE DESIGNATED
AS A HISTIORICAL LANDMARK.

WHEREAS, the Landmarks Preservation Commission of the Town of Hempstead has recommended that the Merrick Gable Home Sec 56 Block 195 lot 08140 Merrick, New York be designated as an Historic Landmark: and

WHEREAS, it is in the public interest to consider the recommendation of the Landmarks Preservation commission regarding the Merrick Gable Home, Merrick, New York.

NOW, THEREFORE, BE IT

RESOLVED, that a public hearing be held on the

day of at o'clock in the forenoon of that day in the Town Meeting Pavillion Hempstead Town Hall, 1 Washington Street Village and Town of Hempstead, Hempstead New York, to consider the recommendation of the Town of Hempstead Landmarks Preservation commission that the Merrick Gable Home, Sec. 56 Block 195 Lot 08140, Merrick, New York, on the Land and Tax map of Nassau County, as delineated by the decision and recommendation of the Landmarks Preservation Commission, be designated as an Historical Landmark; and, be to and BE IT FURTHER

RESOLVED, that the Town Clerk be is hereby directed to publish notice thereof, once, at least fourteen (14) days prior to the date set for the hearing, and give written notice, by certified mail return receipt requested, to the owner of the proposed site and to those people entitled thereto according to law, not less than ten (10) days prior to the date set for the hearing

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

AYES:

NOES:

Item #

47

Case #

22572

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 7th day of September at 10:30 o'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 195 Lot 814 127 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: August 2, 2022
Hempstead, N.Y.

CASE NO.

RESOLUTION NO.

Council
moved its adoption:

offered the following resolution and

RESOLUTION CALLING A PUBLIC HEARING TO REVIEW
THE RECOMMENDATION OF THE TOWN OF HEMPSTEAD
LANDMARKS PRESERVATION COMMISSION THAT THE
JACKSON HOUSE II, 1419 WANTAGH AVENUE WANTAGH,
NY, A/K/A SEC. 57 BLOCK 014 LOT 02550 BE DESIGNATED
AS A HISTORICAL LANDMARK.

WHEREAS, the Landmarks Preservation Commission of the Town of Hempstead has recommended that the Jackson House II Sec 57 Block 014 lot 02550 Wantagh, New York be designated as an Historic Landmark: and

WHEREAS, it is in the public interest to consider the recommendation of the Landmarks Preservation commission regarding the Jackson House II, Wantagh, New York.

NOW, THEREFORE, BE IT

RESOLVED, that a public hearing be held on the

day of at o'clock in the forenoon of that day in the Town Meeting Pavilion Hempstead Town Hall, 1 Washington Street Village and Town of Hempstead, Hempstead New York, to consider the recommendation of the Town of Hempstead Landmarks Preservation commission that the Jackson House II, Sec. 57 Block 014 Lot 02550, Wantagh, New York, on the Land and Tax map of Nassau County, as delineated by the decision and recommendation of the Landmarks Preservation Commission, be designated as an Historical Landmark; and, be to and BE IT FURTHER

RESOLVED, that the Town Clerk be is hereby directed to publish notice thereof, once, at least fourteen (14) days prior to the date set for the hearing, and give written notice, by certified mail return receipt requested, to the owner of the proposed site and to those people entitled thereto according to law, not less than ten (10) days prior to the date set for the hearing

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

AYES:

NOES:

Item # 48

Case # 22572

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 7TH day of September at 10:30 o'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 Jackson House II, Sec,57 Block 014 Lot 02550 1419 Wantagh Avenue Wantagh, 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: August 2, 2022
Hempstead, N.Y.

CASE NO.

RESOLUTION NO.

RESOLUTION CALLING A PUBLIC HEARING ON THE APPLICATION OF 2798 MERRICK, LLC. FOR A VARIANCE FROM PROVISIONS OF THE "GSS" ORDINANCE AT BELLMORE, NEW YORK

ADOPTED:

offered the following resolution and moved its adoption:

RESOLVED, that a public hearing be held September 7, 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 2798 MERRICK, LLC. to modify an existing GSS and improve the property by repositioning the six (6) gas dispensing pumps, adding a 77.6' x 24' pump island canopy (1,860') converting a portion of the existing building into a 742' convenience store and three (3) bay vehicle service station, adding signage, landscaping, paving and associated site improvements at the premises in Bellmore, New York, and BE IT

FURTHER RESOLVED, that the Town Clerk be and hereby is directed to publish notice thereof once at least ten (10) days prior to date of hearing in Long Island Business News.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

49

Case #

6188

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 September 7, 2022 at 10:30 o'clock in the forenoon of that day for the purpose of considering the application of 2798 MERRICK, LLC. To include the property in the GSS District to modify an existing GSS and improve the property by repositioning the six (6) gas dispensing pumps, adding a 77.6' x 24' pump island canopy (1,860') converting a portion of the existing building into a 742' convenience store and three(3) bay vehicle service station, adding signage, landscaping, paving and associated site improvements at the premises in Bellmore, New York:

An parcel of land located on the s/w/c of Merrick Road and Bellmore Avenue w/frontage of approx. 111.91' on Merrick Road and frontage of approx. 76.96' on Bellmore Avenue situated in Bellmore, 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: August 2, 2022
Hempstead, N.Y.

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION APPROVING OVERALL LAYOUT SITE PLAN SUBMITTED BY RMB DEVELOPMENT CONSULTANTS, INC. ON BEHALF OF OCEANSIDE LIBRARY IN CONNECTION WITH BUILDING APPLICATION # 21- 5675 FOR THE CONSTRUCTION OF A TWO-STORY LIBRARY ADDITION WITH BASEMENT; INCLUDING ASSOCIATED SITE IMPROVEMENTS, LOCATED ON THE NORTH SIDE OF FAIRVIEW AVENUE AND 183.48' EAST OF LONG BEACH ROAD, OCEANSIDE, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, heretofore, RMB Development Consultants, Inc., on behalf of Oceanside Library has submitted an application bearing # 21-5675, for the construction of a two-story library addition with basement; including associated site improvements located on the North Side of Fairview Avenue and 183.48' East of Long Beach Road, Oceanside, Town of Hempstead, New York; and

WHEREAS, in connection with such application and pursuant to the requirements of Section 305 of Article XXXI of the Building Zone Ordinance of the Town of Hempstead, said applicant has submitted a Site Plan, dated January, 2022, last revised March 22, 2022 and bearing the seal of Sean Patrick Callahan, P.E., License # 092068-1, University of the State of New York, which site plans show the use, dimensions, types and locations of each of the buildings, structures, or other improvements existing or proposed to be installed, erected or altered upon the site shown and the provisions proposed to be made for the facilities and improvements required by said Section 305 to be shown; and

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

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

NOW THEREFORE, BE IT

RESOLVED, that the overall site development plan submitted by RMB Development Consultants, Inc., on behalf of Oceanside Library entitled Site Plan, dated January, 2022, last revised March 22, 2022 and bearing the seal of Sean Patrick Callahan, P.E., License # 092068-1, University of the State of New York, in connection with building application # 21-5675, for the construction of a two-story library addition; including associated site improvements located on the North Side of Fairview Avenue and 183.48' East of Long Beach Road, Oceanside, Town of Hempstead, New York, be and the same is hereby approved.

The foregoing resolution was adopted upon role call as follows:

AYES:

NOES:

Recommended for Approval

Frederick A. Jawitz, Acting Commissioner
Building Department

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: TRANSFER OF JACQUELINE ALFANO,
RECEPTIONIST, FROM THE DEPARTMENT OF
HIGHWAY BUDGET CODE 5010 TO THE
OFFICE OF THE TOWN BOARD.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that Jacqueline Alfano, Receptionist, be and hereby is transferred from the Department of Highway Budget Code 5010 to the Office of the Town Board Majority Central Staffing Code 1018, with a change in salary increased to Grade 9 Step H (7), Salary Schedule D, \$61,578, by the Chief of Staff (Office of the Town Board) and ratified by the Town Board of the Town of Hempstead effective August 3, 2022 and BE IT

FURTHER RESOLVED, that subject appointment is probationary for twelve weeks and should candidate prove unsatisfactory during this period, said appointment may be terminated.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF DAVID COAKER AS
CODE ENFORCEMENT OFFICER I, IN THE
DEPARTMENT OF BUILDINGS.

On motion made by
the following resolution was adopted upon roll call:

WHEREAS, David Coaker was appointed Code Enforcement Officer
Trainee from the Civil Service List in the Department of Buildings on August 4, 2021, and

WHEREAS, per Town of Hempstead Civil Service Rule XIV, after
satisfactory training and performance a Code Enforcement Officer Trainee is automatically appointed
permanent Code Enforcement Officer I, NOW, THEREFORE, BE IT

RESOLVED, that David Coaker be and hereby is appointed as Code
Enforcement Officer I, Competitive, Permanent, Grade 18, Step 11 (L), Salary Schedule D, \$98,872,
in the Department of Buildings, by the Acting Commissioner of the Department of Buildings and
ratified by the Town Board of the Town of Hempstead effective August 4, 2022.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF ANTHONY DEVITO
AS MESSENGER, IN THE DEPARTMENT OF
BUILDINGS.

On motion made by
the following resolution was adopted upon roll call:

RESOLVED, that Anthony DeVito be and hereby is appointed
Messenger, Non Competitive, Ungraded, at an annual salary of \$52,500, in the Department of
Buildings, by the Acting Commissioner of the Department of Buildings and ratified by the Town
Board of the Town of Hempstead, subject to satisfactory completion of pre-employment criteria,
effective August 8, 2022 and BE IT

FURTHER RESOLVED, that subject appointment is probationary for
twenty-six weeks and should candidate prove unsatisfactory during this period, said appointment
may be terminated.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF ANTHONY DUDICK AS
LABOR CREW CHIEF I, IN THE DEPARTMENT
OF PARKS AND RECREATION

On motion made by
the following resolution was adopted upon roll call:

RESOLVED, that Anthony Dudick, now serving as Laborer I, in the Department of Parks and Recreation, be and hereby is appointed Labor Crew Chief I, Non Competitive, Grade 13, Step 11 (L), Salary Schedule D, \$84,501, in the Department of Parks and Recreation, by the Commissioner of the Department of Parks and Recreation and ratified by the Town Board of the Town of Hempstead effective August 3, 2022, and BE IT

FURTHER RESOLVED, that subject appointment is probationary for twenty-six weeks and should candidate prove unsatisfactory during this period, said appointment may be terminated.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF CARLOS GARCIA AS
GROUNDSKEEPER III, IN THE DEPARTMENT
OF PARKS AND RECREATION

On motion made by
the following resolution was adopted upon roll call:

RESOLVED, that Carlos Garcia, now serving as Labor Crew Chief I, in the Department of Parks and Recreation, be and hereby is appointed Groundskeeper III, Non Competitive, Grade 17, Step 10 (K), Salary Schedule D, \$92,058, in the Department of Parks and Recreation, by the Commissioner of the Department of Parks and Recreation and ratified by the Town Board of the Town of Hempstead effective August 23, 2022, and BE IT

FURTHER RESOLVED, that subject appointment is probationary for twenty-six weeks and should candidate prove unsatisfactory during this period, said appointment may be terminated.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF JIMMIE HOWARD AS
EQUIPMENT OPERATOR II, IN THE
DEPARTMENT OF PARKS AND RECREATION.

On motion made by
the following resolution was adopted upon roll call:

RESOLVED, that Jimmie Howard, now serving as Equipment Operator I, in the Department of Parks and Recreation, be and hereby is appointed Equipment Operator II, Non Competitive, Grade 12, Step 11 (L), Salary Schedule D, \$82,095, in the Department of Parks and Recreation, by the Commissioner of the Department of Parks and Recreation and ratified by the Town Board of the Town of Hempstead effective August 3, 2022, and BE IT

FURTHER RESOLVED, that subject appointment is probationary for twenty-six weeks and should candidate prove unsatisfactory during this period, said appointment may be terminated.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: SALARY ADJUSTMENT FOR THERESA
KOHUTKA, MESSENGER, IN THE
DEPARTMENT OF GENERAL SERVICES,
ANIMAL SHELTER AND CONTROL DIVISION.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that the annual salary for Theresa Kohutka, Messenger, in the Department of General Services, Animal Shelter and Control Division, be and hereby is increased to \$107,000, Ungraded, by the Commissioner of the Department of General Services and ratified by the Town Board of the Town of Hempstead effective August 3, 2022.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF DENNIS LANG III AS
GROUNDSKEEPER III, IN THE DEPARTMENT
OF PARKS AND RECREATION

On motion made by
the following resolution was adopted upon roll call:

RESOLVED, that Dennis Lang III, now serving as Labor Crew Chief I, in the Department of Parks and Recreation, be and hereby is appointed Groundskeeper III, Non Competitive, Grade 17, Step 8 (I), Salary Schedule D, \$85,547, in the Department of Parks and Recreation, by the Commissioner of the Department of Parks and Recreation and ratified by the Town Board of the Town of Hempstead effective August 9, 2022, and BE IT

FURTHER RESOLVED, that subject appointment is probationary for twenty-six weeks and should candidate prove unsatisfactory during this period, said appointment may be terminated.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: PROVISIONAL APPOINTMENT OF RYAN
LOVE AS INFORMATION SPECIALIST I, IN
THE DEPARTMENT OF GENERAL SERVICES,
ADMINISTRATION.

On motion made by
the following resolution was adopted upon roll call:

RESOLVED, that Ryan Love, now serving as Community Research Assistant, in the Department of General Services, Administration, be and hereby is appointed as Information Specialist I, Competitive, Provisional, Grade 26, Step 8 (I), \$125,137, in the Department of General Services, Administration, by the Commissioner of the Department of General Services, and ratified by the Town Board of the Town of Hempstead, effective August 3, 2022.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF ANDREW MANZO AS
CODE ENFORCEMENT OFFICER I, IN THE
DEPARTMENT OF BUILDINGS.

On motion made by
the following resolution was adopted upon roll call:

WHEREAS, Andrew Manzo was appointed Code Enforcement Officer
Trainee from the Civil Service List in the Department of Buildings on August 4, 2021, and

WHEREAS, per Town of Hempstead Civil Service Rule XIV, after
satisfactory training and performance a Code Enforcement Officer Trainee is automatically appointed
permanent Code Enforcement Officer I, NOW, THEREFORE, BE IT

RESOLVED, that Andrew Manzo be and hereby is appointed as Code
Enforcement Officer I, Competitive, Permanent, Grade 18, Step 1 (B), Salary Schedule D, \$63,179,
in the Department of Buildings, by the Acting Commissioner of the Department of Buildings and
ratified by the Town Board of the Town of Hempstead effective August 4, 2022.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: TRANSFER OF SAMANTHA MENENDEZ,
CLERK LABORER, FROM THE OFFICE OF THE
RECEIVER OF TAXES TO THE DEPARTMENT
OF PARKS AND RECREATION.

On motion made by
the following resolution was adopted upon roll call:

RESOLVED, that Samantha Menendez, Clerk Laborer, be and
hereby is transferred from the Office of the Receiver of Taxes to the Department of Parks and
Recreation, with no change in salary, by the Commissioner of the Department of Parks and Recreation
and ratified by the Town Board of the Town of Hempstead effective August 12, 2022 and BE IT

FURTHER RESOLVED, that subject appointment is probationary for
twelve weeks and should candidate prove unsatisfactory during this period, said appointment may be
terminated.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: LEAVE OF ABSENCE FROM THE TITLE
PERSONNEL ASSISTANT; AND RE-
APPOINTMENT OF KATHLEEN QUINLAN AS
SECRETARY TO COMMISSIONER,
DEPARTMENT OF PARKS AND RECREATION,
IN THE DEPARTMENT OF PARKS AND
RECREATION.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that Kathleen Quinlan, Personnel Assistant, in the
Department of Parks and Recreation, be and hereby is granted a one year leave of absence from her
permanent position as Personnel Assistant, for a period of not more than one year beginning
August 3, 2022 and BE IT

FURTHER RESOLVED, THAT Kathleen Quinlan be and hereby is
appointed Secretary to Commissioner, Department of Parks and Recreation, Exempt, Ungraded, at an
annual salary of \$132,698, in the Department of Parks and Recreation, by the Commissioner of the
Department of Parks and Recreation and ratified by the Town Board of the Town of Hempstead
effective August 3, 2022.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF LAURA SCHREINER
AS LEGISLATIVE AIDE, IN THE OFFICE
OF THE TOWN BOARD.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that Laura Schreiner be and hereby is appointed Legislative Aide, in the Office of the Town Board Majority Central Staffing Code 1018, Unclassified, Ungraded, at an annual salary of \$80,000, by the Town Board of the Town of Hempstead, effective August 3, 2022.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF MICHAEL STALLONE AS
LABOR CREW CHIEF II, IN THE DEPARTMENT
OF PARKS AND RECREATION

On motion made by
the following resolution was adopted upon roll call:

RESOLVED, that Michael Stallone, now serving as Labor Crew Chief I,
in the Department of Parks and Recreation, be and hereby is appointed Labor Crew Chief II, Non
Competitive, Grade 15, Step 5 (F), Salary Schedule D, \$67,133, in the Department of Parks and
Recreation, by the Commissioner of the Department of Parks and Recreation and ratified by the Town
Board of the Town of Hempstead effective August 3, 2022, and BE IT

FURTHER RESOLVED, that subject appointment is probationary for
twenty-six weeks and should candidate prove unsatisfactory during this period, said appointment may be
terminated.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF VICTORIA WALKER
AS RECEPTIONIST, IN THE DEPARTMENT OF
BUILDINGS.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that Victoria Walker be and hereby is appointed Receptionist, Non Competitive, Grade 9, Start Step (A), Salary Schedule E, \$44,134, in the Department of Buildings, by the Acting Commissioner of the Department of Buildings and ratified by the Town Board of the Town of Hempstead, subject to satisfactory completion of pre-employment criteria, effective August 3, 2022 and BE IT

FURTHER RESOLVED, that subject appointment is probationary for twenty-six weeks and should candidate prove unsatisfactory during this period, said appointment may be terminated.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF DAVID ZAFONTE AS
CODE ENFORCEMENT OFFICER I, IN THE
DEPARTMENT OF BUILDINGS.

On motion made by
the following resolution was adopted upon roll call:

WHEREAS, David Zafonte was appointed Code Enforcement Officer
Trainee from the Civil Service List in the Department of Buildings on August 4, 2021, and

WHEREAS, per Town of Hempstead Civil Service Rule XIV, after
satisfactory training and performance a Code Enforcement Officer Trainee is automatically appointed
permanent Code Enforcement Officer I, NOW, THEREFORE, BE IT

RESOLVED, that David Zafonte be and hereby is appointed as Code
Enforcement Officer I, Competitive, Permanent, Grade 18, Step 9 (J), Salary Schedule D, \$91,645,
in the Department of Buildings, by the Acting Commissioner of the Department of Buildings and
ratified by the Town Board of the Town of Hempstead effective August 4, 2022.

AYES:

NOES:

8/2/2022

In addition, there are (6) Six Resolutions for various types of Leaves of Absence.