

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 10th day of April, 2018, at 7:00 o'clock in the evening of that day to consider the enactment of a local law to amend Chapter 202 of the code of the Town of Hempstead to INCLUDE AND REPEAL "REGULATIONS AND RESTRICTIONS" to limit parking at the following locations:

- | | |
|----------------------------|--|
| BELLMORE
Section 202-15 | FREDERICK AVENUE (TH 049/18) North Side - TWO HOUR PARKING 7AM TO 7PM EXCEPT SUNDAYS AND HOLIDAYS - starting at a point 97 feet west of the west curbline of Bedford Avenue West for distance of 70 feet. |
| SEAFORD
Section 202-4 | CORRAL PATH (TH 052/18) West Side - THREE HOUR PARKING 8AM TO 4PM EXCEPT SATURDAYS, SUNDAYS AND HOLIDAYS - starting at a point 120 feet south of the south curbline of Locust Avenue south for a distance of 53 feet. |
| WANTAGH
Section 202-10 | WILLOW STREET (TH 050/18) East Side - TWO HOUR PARKING 8AM TO 7PM EXCEPT SATURDAYS, SUNDAYS, AND HOLIDAYS - starting at a point 85 feet south of the south curbline of Walters Avenue south for a distance of 28 feet. |

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

- | | |
|----------------------------|--|
| BELLMORE
Section 202-15 | FREDERICK AVENUE (TH 83/84) North Side - Two Hour Parking 7 A.M. to 7 P.M. Except Sundays and Holidays - starting at a point 65 feet west of the west curbline of Bedford Avenue, west for a distance of 100 feet. (Adopted 05/1/84) |
|----------------------------|--|

Item # 1

Case # 29892

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

Dated: March 20, 2018
Hempstead, New York

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

LAURA A. GILLEN
Supervisor

SYLVIA A. CABANA
Town Clerk

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that pursuant to Article 9 of the New York State Constitution, the provisions of the Town Law and Municipal Home Rule of the State of New York, both as amended, a public hearing will be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, on the 10th day of April, 2018, at 7:00 o'clock in the evening of that day to consider the enactment of a local law to amend Section 202-1 of the code of the Town of Hempstead to INCLUDE AND REPEAL "PARKING OR STANDING PROHIBITIONS" at the following locations:

BELLMORE FREDERICK AVENUE (TH 049/18) North Side - NO STOPPING HERE TO CORNER - starting at the west curbline of Bedford Avenue west for a distance of 25 feet.

FREDERICK AVENUE (TH 049/18) North Side - NO STOPPING ANYTIME - starting at a point 47 feet west of the west curbline of Bedford Avenue west for a distance of 50 feet.

EAST MEADOW FIRST STREET (TH 048/18) North Side - NO STOPPING HERE TO CORNER - starting at the east curbline of Prospect Avenue east for a distance of 42 feet.

FIRST STREET (TH 048/18) South Side - NO STOPPING HERE TO CORNER - starting at the east curbline of Prospect Avenue east for a distance of 38 feet.

MERRICK ILLONA LANE (TH 047/18) South Side - NO STOPPING HERE TO CORNER - starting at the east curbline of Vine Drive east for a distance of 34 feet.

ILLONA LANE (TH 047/18) South Side - NO STOPPING HERE TO CORNER - starting at the west curbline of Vine Drive west for a distance of 30 feet.

ILLONA LANE (TH 047/18) North Side - NO STOPPING HERE TO CORNER - starting at the west curbline of Wynsum Avenue west for a distance of 45 feet.

Item # 2

Case # 29893

ILLONA LANE (TH 047/18) North Side - NO STOPPING ANYTIME - starting at a point 45 feet west of a point opposite the west curbline of Vine Drive then east for a distance of 132 feet.

SEAFORD CORRAL PATH (TH 052/18) West Side - NO PARKING ANYTIME - starting at the south curbline of Locust Avenue south for a distance of 120 feet.

WANTAGH WANTAGH AVENUE (TH 479/17) East Side - NO STOPPING HERE TO CORNER - starting at the south curbline of Homestead Avenue south for a distance of 45 feet.

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

SEAFORD CORRAL PATH (TH 529/12) West Side - NO PARKING ANYTIME - starting at the south curbline of Locust Avenue, south for a distance of 172 feet. (Adopted 01/22/13)

WANTAGH WANTAGH AVENUE (TH 479/17) South Side - NO STOPPING HERE TO CORNER - starting at the south curbline of Homestead Avenue, south for a distance of 45 feet. (Adopted 12/12/17)

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

Dated: March 20, 2018
Hempstead, New York

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

LAURA A. GILLEN
Supervisor

SYLVIA A. CABANA
Town Clerk

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that pursuant to Article 9 of the New York State Constitution, the provisions of the Town Law and Municipal Home Rule of the State of New York, both as amended, a public hearing will be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, on the 10th day of April, 2018, at 7:00 o'clock in the evening of that day to consider the enactment of a local law to amend Section 197-5 of the code of the Town of Hempstead to INCLUDE "ARTERIAL STOPS" at the following locations:

MERRICK

ILLONA LANE (TH 047/18) STOP - all traffic traveling northbound on Vine Drive shall come to a full stop.

VINE DRIVE (TH 047/18) STOP - all traffic traveling westbound on Illona Lane shall come to a full stop.

VINE DRIVE (TH 047/18) STOP - all traffic traveling eastbound on Illona Lane shall come to a full stop.

WYNSUM AVENUE (TH 047/18) STOP - all traffic traveling eastbound on Illona Lane shall come to a full stop.

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

Dated: March 20, 2018
Hempstead, New York

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

LAURA A. GILLEN
Supervisor

SYLVIA A. CABANA
Town Clerk

Item # 3

Case # 29894

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 10th day of April, 2018, at 7:00 o'clock in the evening of that day to consider the enactment of a local law to amend Section 197-13 of the code of the Town of Hempstead to REPEAL "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS" at the following locations:

NORTH BELLMORE

BELLMORE ROAD (TH 391/17) East Side - NO PARKING 8AM TO 5PM SCHOOL DAYS - starting at a point 462 feet north of a point opposite the north curblineline of Gateway north for a distance of 50 feet.
(Adopted 11/28/17)

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

Dated: March 20, 2018
Hempstead, New York

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

LAURA A. GILLEN
Supervisor

SYLVIA A. CABANA
Town Clerk

Item #

4

Case #

29895

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 10th Day of April, 2018, at 7:00 o'clock in the evening of that day in the forenoon of that day, to consider the enactment of a local law to amend Chapter 86 of the code of the Town of Hempstead insofar as to amend section 86-39 dealing with revocation and suspension of master plumbers' licenses; add section 86-40 dealing with hearings, findings, recommendations and actions on master plumbers' licenses; add section 86-41 dealing with civil penalties for doing unauthorized plumbing work; amend section 86-42 dealing with restrictions on master plumbers' licenses; and amend section 86-44 dealing with public liability and property damage insurance for master plumbers licenses.

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 viewed during office hours.

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

Dated: March 6, 2018
Hempstead, New York

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

LAURA A. GILLEN
Supervisor

SYLVIA A. CABANA
Town Clerk

Item # 5

Case # 14509

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 10th day of April, 2018, at 7:00 o'clock in the evening of that day, to consider the adoption of a resolution setting aside certain parking spaces for motor vehicles for the sole use of holders of special parking permits issued by the County of Nassau to physically handicapped persons at the following locations:

ELMONT

N STREET - south side, starting at a point 35 feet east of the east curbline of Porter Street, east for a distance of 20 feet.
(TH-010/18)

UNIONDALE

NEW STREET - south side, starting at a point 305 feet east of the south curbline of Uniondale Avenue, then east for a distance of 20 feet.
(TH-003/18)

CAMPUS STREET - east side, starting at a point 55 feet south of the south curbline of James Place, then south for a distance of 20 feet.
(TH-004/18)

ARTHUR STREET - south side, starting at a point 440 feet west of the west curbline of Nassau Road, then west for a distance of 20 feet.
(TH-031/18)

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

EAST MEADOW

EVELYN AVENUE - east side, starting at a point 31 feet north of the north curbline of North Jerusalem Road, north for a distance of 20 feet.
(TH-491/15 - 11/24/15) (TH-041/18)

Item # 6

Case # 21527

ELMONT

WARWICK ROAD - west side starting at
a point 62 feet north of the north
curbline of 109th Avenue, north for a
distance of 20 feet.

(TH-288/14 - 9/16/14) (TH-033/18)

NORTH BELLMORE

HARDING STREET - west side, starting
at a point 431 feet south of the south
curbline of Haff Avenue, south for a
distance of 20 feet.

(TH-437/15) (TH-013/18)

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

Dated: March 20, 2018
Hempstead, New York

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

LAURA A. GILLEN
Supervisor

SYLVIA A. CABANA
Town Clerk



NOTICE OF PUBLIC HEARING

A public hearing had been scheduled by the Town of Hempstead Town Board to determine whether a Contract for the sale and rehabilitation of the premises and structure thereon located at 224 Manhattan Avenue Roosevelt, New York, known as Section: 55, Block: 295, Lot:477 conveying such premises to Habitat for Humanity in Nassau County Housing Development Fund Company, Inc., for One Dollar (\$1.00) for rehabilitation of the structure and premises as a single family residence required by the Urban Renewal Plan for the Roosevelt Housing Improvement Area, and the Town's affordable housing program which is aimed at creating affordable housing for low to moderate income level families and individuals should be adopted and approved. Said contract containing provisions for selection of the home buyer in conformance with the criteria and method of selection utilized by the Town in its affordable housing program and restrictions on the use of such property by the home buyer which restrictions on use are to remain in effect for a period of ten (10) years.

Time of Hearing: April 10, 2018 at 7:00 p.m.

Location of Hearing: Town of Hempstead Town Hall Pavilion
One Washington Street
Hempstead, N.Y.

Public Purpose: The adoption of a Contract For Sale of a Residential Structure and Land Located At 224 Manhattan Avenue, Roosevelt, N.Y. (Section: 55, Block: 295, Lot:477) to Habitat for Humanity in Nassau County Housing Development Fund Company, Inc. for Rehabilitation pursuant to The Urban Renewal Plan For The Roosevelt Housing Improvement Area.

LOCATION OF PROPERTY: 224 Manhattan Avenue Roosevelt, New York, known as Section: 55, Block:295, Lot: 477

By Order of

**THE TOWN OF HEMPSTEAD TOWN BOARD
ONE WASHINGTON STREET
HEMPSTEAD, N.Y. 11550**

Item # 7
Case # 20404

CASE NO. 25843

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved
its adoption:

RESOLUTION GRANTING OF THE APPLICATION OF NORTH
BELLMORE NORTH MERRICK LITTLE LEAGUE FOR A PARADE
PERMIT FOR A PARADE HELD IN BELLMORE, NEW YORK, ON
APRIL 14, 2018.

WHEREAS, Chris Pekoff of Merrick, New York, Vice President of the
North Bellmore North Merrick Little League, New York has filed an application
with the Town Clerk of the Town of Hempstead, for a Parade Permit for a Parade
to be held in Bellmore, New York, on April 14, 2018 from 9:00 AM to 11:00 AM
and

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the of the aforesaid application of Chris Pekoff, Vice
President of the North Bellmore North Merrick Little League, be and the same is
hereby GRANTED, subject to all the provisions of Chapter 117 entitled Parades,
Code of the Town of Hempstead

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

8

Case #

25843

CASE NO. 25843

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved
its adoption:

RESOLUTION GRANTING OF THE APPLICATION OF EAST MEADOW BASEBALL/SOFTBALL ASSOCIATION FOR A PARADE PERMIT FOR A PARADE HELD IN EAST MEADOW, NEW YORK, ON APRIL 21, 2018.

WHEREAS, Michael Brewer of East Meadow, New York, Director of the East Meadow Baseball/Softball Association, New York has filed an application with the Town Clerk of the Town of Hempstead, for a Parade Permit for a Parade to be held in East Meadow, New York, on April 21, 2018 from 10:00 AM to 11:30 AM and

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the of the aforesaid application of Michael Brewer, Director of the East Meadow Baseball/Softball Association, be and the same is hereby GRANTED, subject to all the provisions of Chapter 117 entitled Parades, Code of the Town of Hempstead

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

8

Case #

25843

CASE NO. 25843

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved
its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE GRANTING
OF THE APPLICATION OF ST. MARTHA RCC FOR A PARADE
PERMIT FOR A PROCESSION HELD IN UNIONDALE, NEW YORK,
ON MARCH 30, 2018.

WHEREAS, Hernst Bellevue of Uniondale, New York, Deacon of the St.
Martha RCC, New York has filed an application with the Town Clerk of the Town
of Hempstead, for a Parade Permit for a Procession to be held in Uniondale, New
York, on March 30, 2018 from 4:00 PM to 6:00 PM and

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the GRANTING of the aforesaid application of Hernst
Bellevue, Deacon of the St. Martha RCC, be and the same is hereby RATIFIED
AND CONFIRMED, subject to all the provisions of Chapter 117 entitled Parades,
Code of the Town of Hempstead

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

8

Case #

25843

CASE NO. 25843

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved
its adoption:

**RESOLUTION GRANTING OF THE APPLICATION OF UNIONDALE
ALL STARS FOR A PARADE PERMIT FOR A PARADE HELD IN
UNIONDALE, NEW YORK, ON APRIL 21, 2018.**

WHEREAS, Ronnie Williams of Hempstead, New York, President of the Uniondale All Stars, New York has filed an application with the Town Clerk of the Town of Hempstead, for a Parade Permit for a Parade to be held in Uniondale, New York, on April 21, 2018 from 10:00 AM to 11:30 AM and

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the of the aforesaid application of Ronnie Williams, President of the Uniondale All Stars, be and the same is hereby GRANTED, subject to all the provisions of Chapter 117 entitled Parades, Code of the Town of Hempstead

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

8

Case #

25843

CASE NO. 25843

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved
its adoption:

RESOLUTION GRANTING OF THE APPLICATION OF CENTRAL
NASSAU LITTLE LEAGUE FOR A PARADE PERMIT FOR A
PARADE HELD IN WESTBURY, NEW YORK, ON APRIL 14, 2018.

WHEREAS, Jeffrey Deluca of Westbury, New York, Safety Officer of the
Central Nassau Little League, New York has filed an application with the Town
Clerk of the Town of Hempstead, for a Parade Permit for a Parade to be held in
Westbury, New York, on April 14, 2018 from 9:00 AM to 9:45 AM and

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the of the aforesaid application of Jeffrey Deluca, Safety
Officer of the Central Nassau Little League, be and the same is hereby GRANTED,
subject to all the provisions of Chapter 117 entitled Parades, Code of the Town of
Hempstead

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

8

Case #

25843

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution

and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING PERMISSION GRANTED TO THE GIRL SCOUTS OF NASSAU COUNTY, BALDWIN ASSOCIATION TROOP #2036 TO USE TOWN OF HEMPSTEAD PARKING FIELD BA-11, BALDWIN, NEW YORK FOR THE PURPOSE OF HOLDING AN EVENT FOR THE SALE OF COOKIES ON MARCH 17, 2018.

WHEREAS, the Girl Scouts of Nassau County, Baldwin Association Troop #2036, c/o Cynthia Gordon Baker, Co-Leader, GSNC Troop 2036, 1558 Victoria Street, Baldwin, New York 11510 had requested to use Town of Hempstead Parking Field BA-11, Baldwin, New York for the purpose of holding an event for the sale of cookies on March 17, 2018; and

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

NOW, THEREFORE, BE IT

RESOLVED, that permission granted to the Girl Scouts of Nassau County, Baldwin Association Troop #2036, c/o Cynthia Gordon Baker, Co-Leader, GSNC Troop 2036, 1558 Victoria Street, Baldwin, New York 11510 to use Town of Hempstead Parking Field BA-11, Baldwin, New York for the purpose of holding an event for the sale of cookies on March 17, 2018 is hereby ratified and confirmed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

9

Case #

20915

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution

and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING PERMISSION GRANTED TO THE GIRL SCOUTS OF NASSAU COUNTY, INC. TO USE TOWN OF HEMPSTEAD PARKING FIELD BA-13, BALDWIN, NEW YORK FOR THE PURPOSE OF HOLDING AN EVENT FOR DISTRIBUTION OF COOKIES ON FEBRUARY 3, 2018.

WHEREAS, the Girl Scouts of Nassau County, Inc. c/o Tricia Keskinen, 670 New York Avenue, Baldwin, New York 11510 had requested to use Town of Hempstead Parking Field BA-13, Baldwin, New York for the purpose of holding an event for distribution of cookies on February 3, 2018; and

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

NOW, THEREFORE, BE IT

RESOLVED, that permission granted to the Girl Scouts of Nassau County, Inc., c/o Tricia Keskinen, 670 New York Avenue, Baldwin, New York 11510 to use Town of Hempstead Parking Field BA-13, Baldwin, New York for the purpose of holding an event for distribution of cookies on February 3, 2018 is hereby ratified and confirmed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

9

Case#

20915

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution

And moved its adoption:

RESOLUTION GRANTING PERMISSION TO THE LEVITTOWN CHAMBER OF COMMERCE TO USE TOWN OF HEMPSTEAD PARKING FIELD L-2, LEVITTOWN, NEW YORK FOR THE PURPOSE OF HOLDING A FESTIVAL MAY 24, 2018 THROUGH MAY 28, 2018.

WHEREAS, the Levittown Chamber of Commerce, c/o RMB Drafting Services, Inc., 308 East Meadow Avenue, East Meadow, New York 11554 has requested to use Town of Hempstead Parking Field L-2, Levittown, New York for the purpose of holding a Festival May 24, 2018 through May 28, 2018 (the "Festival"); and

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

NOW, THEREFORE, BE IT

RESOLVED, that permission is hereby granted to the Levittown Chamber of Commerce, c/o RMB Drafting Services, Inc., 308 East Meadow Avenue, East Meadow, New York 11554 to use Town of Hempstead Parking Field L-2, Levittown, New York for the purpose of holding a Festival and be it further

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

RESOLVED, that the grant of permission herein is subject to and conditioned upon the applicant's compliance with all the provisions of the Town Code, (including if amusement rides are to be used at the Festival, the additional procedure described in section 105-3(D) of said code and the issuance, by the Board of Zoning Appeals, of the special permit described in section 272(F)(2) of the Hempstead Town Building Zone Ordinance (the "Special Permit")); and be it further

Item #

9

Case #

20915

RESOLVED, that failure of the applicant herein to comply with all the provisions of the Town Code, (including, if applicable, the failure to obtain the Special Permit in advance of the Festival, shall render this approval null and void; and be it further

RESOLVED, that subject to the issuance of the Special Permit, amusement rides will be set up after 8:00 p.m. on May 23, 2018 and removed by 6:00 a.m. on May 29, 2018.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution

And moved its adoption:

RESOLUTION GRANTING PERMISSION TO THE MERRICK CHAMBER OF COMMERCE TO USE TOWN OF HEMPSTEAD PARKING FIELD M-5, MERRICK, NEW YORK FOR THE PURPOSE OF HOLDING THE ANNUAL SPRING KIDS FESTIVAL APRIL 27, 2018 THROUGH APRIL 29, 2018.

WHEREAS, the Merrick Chamber of Commerce, c/o RMB Drafting Services, Inc., 308 East Meadow Avenue, East Meadow, New York 11554 has requested to use Town of Hempstead Parking Field M-5, Merrick, New York for the purpose of holding the Annual Spring Kids Festival April 27, 2018 through April 29, 2018 (the "Festival"); and

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

NOW, THEREFORE, BE IT

RESOLVED, that permission is hereby granted to the Merrick Chamber of Commerce, c/o RMB Drafting Services, Inc., 308 East Meadow Avenue, East Meadow, New York 11554 to use Town of Hempstead Parking Field M-5, Merrick, New York for the purpose of holding the Festival and be it further

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

RESOLVED, that the grant of permission herein is subject to and conditioned upon the applicant's compliance with all the provisions of the Town Code, (including if amusement rides are to be used at the Annual Spring Kids Festival, the additional procedure described in section 105-3(D) of said code and the issuance, by the Board of Zoning Appeals, of the special permit described in section 272(F)(2) of the Hempstead Town Building Zone Ordinance (the "Special Permit")); and be it further

Item # 9

Case # 20915

RESOLVED, that failure of the applicant herein to comply with all the provisions of the Town Code, (including ,if applicable, the failure to obtain the Special Permit in advance of the Festival, shall render this approval null and void; and be it further

RESOLVED, that subject to the issuance of the Special Permit, amusement rides will be set up after 7:00 p.m. on April 25, 2018 and removed by 6:00 a.m. on April 30, 2018.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution

And moved its adoption:

RESOLUTION GRANTING PERMISSION TO OCEANSIDE
SANITARY DISTRICT #7 TO USE TOWN OF HEMPSTEAD
PARKING FIELD O-3, OCEANSIDE, NEW YORK FOR
THE PURPOSE OF HOLDING AN E-CYCLING EVENT
ON APRIL 21, 2018.

WHEREAS, the Oceanside Sanitary District #7, 90 Mott Street, Oceanside, New York 11572 Attention: John Mannone, Chairman, has requested to use Town of Hempstead Parking Field O-3, Oceanside, New York for the purpose of holding an E-Cycling Event on April 21, 2018; and

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

NOW, THEREFORE, BE IT

RESOLVED, that permission is hereby granted to the Oceanside Sanitary District #7, 90 Mott Street, Oceanside, New York 11572 Attention: John Mannone, Chairman, to use Town of Hempstead Parking Field O-3, Oceanside, New York for the purpose of holding an E-Cycling Event on April 21, 2018; and be it further

RESOLVED, that in conducting said activity, the Oceanside Sanitary District #7 shall comply with all the provisions of the Code of the Town of Hempstead.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

9

Case #

20915

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution

And moved its adoption:

RESOLUTION GRANTING PERMISSION TO NEW YORK STATE SENATOR KEMP HANNON TO USE TOWN OF HEMPSTEAD PARKING FIELD U-1, UNIONDALE, FOR THE PURPOSE OF HOSTING NUHEALTH'S MAMMOGRAPHY VAN ON JUNE 21, 2018.

WHEREAS, Kemp Hannon, New York State Senator, 595 Stewart Avenue, Suite 540, Garden City, New York 11530 (the "State Senator") has requested permission to use Town of Hempstead Parking Field U-1, Uniondale, New York for the purpose of hosting NuHealth's Mammography Van on June 21, 2018; and

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

NOW, THEREFORE, BE IT

RESOLVED, that permission is hereby granted to the State Senator to use Town of Hempstead Parking Field U-1, Uniondale, New York for the purpose of hosting NuHealth's Mammography Van on June 21, 2018; and be it further

RESOLVED, that in conducting said activity, the State Senator shall comply with all the provisions of the Code of the Town of Hempstead.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

9

Case #

20915

RESOLUTION NO.

CASE NO.

Adopted:

Offered the following resolution

And moved its adoption:

RESOLUTION GRANTING PERMISSION TO THE WANTAGH
LITTLE LEAGUE, WANTAGH, NEW YORK TO USE
TOWN OF HEMPSTEAD PARKING FIELD WA-5, WANTAGH,
NEW YORK FOR THE PURPOSE OF HOLDING A PARADE
ASSEMBLY ON APRIL 14, 2018.

WHEREAS, the Wantagh Little League, c/o Harold Ball, P.O. Box 94, Wantagh,
New York 11793 has requested to use Town of Hempstead Parking Field WA-5,
Wantagh, New York for the purpose of holding a parade assembly on April 14, 2018;
and

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

NOW, THEREFORE, BE IT

RESOLVED, that permission is hereby granted to the Wantagh Little League, c/o
Harold Ball, P.O. Box 94, Wantagh, New York 11793 to use Town of Hempstead
Parking Field WA-5, Wantagh, New York for the purpose of holding a parade
assembly on April 14, 2018; and be it further

RESOLVED, that in conducting this activity, the Wantagh Little League shall
comply with all the provisions of the Code of the Town of Hempstead.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

9

Case #

20915

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, LOCATED ON THE NORTH SIDE OF HARVARD AVENUE, 225 FEET WEST OF CHESTNUT STREET. SEC 54, BLOCK 7, AND LOT (S) 664-665, A/K/A 507 HARVARD AVENUE, BALDWIN, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 507 Harvard Avenue, Baldwin; and

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

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

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

WHEREAS, the services of MGP Landscape Construction LLC DBA M3 Development Group, 68 South Service Road, Suite 100, Melville, New York, and the costs incurred by the emergency services authorized by the Commissioner of the Department of Buildings were approved by the Town Board under Resolution Number 240-2015; and

WHEREAS, on February 1, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to have one (1) eighty two inch by ninety eight inch (82" x 98") garage door framed with two inch by four inch by eight foot (2" x 4" x 8') studs and boarded with one half inch (1/2") four (4) ply plywood, one (1) forty eight inch by ninety inch (48" x 90") door secured with one half inch (1/2") four (4) ply plywood, one (1) thirty five inch by eighty nine inch (35" x 89") door secured with one half inch (1/2") four (4) ply plywood, one (1) thirty four inch by eighty one inch (34" x 81") door secured with one half inch (1/2") four (4) ply plywood, one (1) seventy three inch by eighty one inch (73" x 81") sliding glass door secured with one half inch (1/2") four (4) ply plywood, one (1) twenty four inch by thirty six inch (24" x 36") window boarded with one half inch (1/2") four (4) ply plywood and two (2) twenty six inch by thirty eight inch (26" x 38") windows boarded with one half inch (1/2") four (4) ply plywood, located at 507 Harvard Avenue, Baldwin;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$607.89, the cost associated with the emergency services provided at 507 Harvard Avenue, Baldwin, New York

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$857.89 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

10

Case #

6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY WOOD FRAME ONE FAMILY DWELLING, LOCATED ON THE NORTHEAST CORNER OF BAYVIEW STREET EAST AND HEWLETT BAY BOULEVARD. SEC 42, BLOCK 24, AND LOT (S) 12, A/K/A 1 BAYVIEW STREET EAST, EAST ROCKAWAY, TOWN OF HEMPSTEAD, NEW YORK.

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

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

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

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

WHEREAS, the services of MGP Landscape Construction LLC DBA M3 Development Group, 68 South Service Road, Suite 100, Melville, New York, and the costs incurred by the emergency services authorized by the Commissioner of the Department of Buildings were approved by the Town Board under Resolution Number 240-2015; and

WHEREAS, on February 14, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to have two (2) twelve inch by thirty two inch (12" x 32") windows boarded with one half inch (1/2") four (4) ply plywood, located at 1 Bayview Street East, East Rockaway;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$180.00, the cost associated with the emergency services provided at 1 Bayview Street East, East Rockaway, New York

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

NOW, THEREFORE, BE IT

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

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

10

Case #

6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE AND ONE HALF STORY WOOD FRAME ONE FAMILY DWELLING WITH ATTACHED GARAGE, LOCATED ON THE NORTH SIDE OF BAYVIEW STREET EAST, 224 FEET EAST OF EAST BOULEVARD. SEC 42, BLOCK 24, AND LOT (S) 9, A/K/A 7 BAYVIEW STREET EAST, EAST ROCKAWAY, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 7 Bayview Street East, East Rockaway; and

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

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

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

WHEREAS, the services of MGP Landscape Construction LLC DBA M3 Development Group, 68 South Service Road, Suite 100, Melville, New York, and the costs incurred by the emergency services authorized by the Commissioner of the Department of Buildings were approved by the Town Board under Resolution Number 240-2015; and

WHEREAS, on February 14, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to re-sure one (1) fallen window board, located at 7 Bayview Street East, East Rockaway;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$180.00, the cost associated with the emergency services provided at 7 Bayview Street East, East Rockaway, New York

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

NOW, THEREFORE, BE IT

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

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

10

Case #

6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY WOOD FRAME ONE FAMILY DWELLING, LOCATED ON THE NORTH SIDE OF COOKE STREET EAST, 140 FEET EAST OF EAST BOULEVARD. SEC 42, BLOCK 41, AND LOT (S) 22-23, A/K/A 3 COOKE STREET EAST, EAST ROCKAWAY, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 3 Cooke Street East, East Rockaway; and

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

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

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

WHEREAS, the services of MGP Landscape Construction LLC DBA M3 Development Group, 68 South Service Road, Suite 100, Melville, New York, and the costs incurred by the emergency services authorized by the Commissioner of the Department of Buildings were approved by the Town Board under Resolution Number 240-2015; and

WHEREAS, on February 13, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to have one (1) twenty inch by thirty three inch (20" x 33") window boarded with one half inch (1/2") four (4) ply plywood and one (1) forty eight inch by seventy six inch (48" x 76") shed door secured with one half inch (1/2") four (4) ply plywood, located at 3 Cooke Street East, East Rockaway;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$180.00, the cost associated with the emergency services provided at 3 Cooke Street East, East Rockaway, New York

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

NOW, THEREFORE, BE IT

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

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

10

Case #

6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, LOCATED ON THE NORTH SIDE OF DEWEY STREET EAST, 220 FEET EAST OF EAST BOULEVARD. SEC 42, BLOCK 40, AND LOT (S) 18-19, A/K/A 7 DEWEY STREET EAST, EAST ROCKAWAY, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 7 Dewey Street East, East Rockaway; and

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

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

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

WHEREAS, the services of MGP Landscape Construction LLC DBA M3 Development Group, 68 South Service Road, Suite 100, Melville, New York, and the costs incurred by the emergency services authorized by the Commissioner of the Department of Buildings were approved by the Town Board under Resolution Number 240-2015; and

WHEREAS, on February 13, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to have two (2) twenty inch by thirty four inch (20" x 34") windows boarded with one half inch (1/2") four (4) ply plywood, located at 7 Dewey Street East, East Rockaway;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$180.00, the cost associated with the emergency services provided at 7 Dewey Street East, East Rockaway, New York.

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

NOW, THEREFORE, BE IT

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

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

10

Case #

6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED TWO STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, LOCATED ON THE SOUTH SIDE OF JAMES STREET SOUTH, 70 FEET EAST OF EIGHTH AVENUE. SEC 42, BLOCK 92, AND LOT (S) 118, A/K/A 9 JAMES STREET SOUTH, EAST ROCKAWAY, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 9 James Street South, East Rockaway; and

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

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

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

WHEREAS, the services of MGP Landscape Construction LLC DBA M3 Development Group, 68 South Service Road, Suite 100, Melville, New York, and the costs incurred by the emergency services authorized by the Commissioner of the Department of Buildings were approved by the Town Board under Resolution Number 240-2015; and

WHEREAS, on February 15, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to have one (1) fifteen inch by thirty two inch (15" x 32") window boarded with one half inch (1/2") four (4) ply plywood, located at 9 James Street South, East Rockaway;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$180.00, the cost associated with the emergency services provided at 9 James Street South, East Rockaway, New York

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

NOW, THEREFORE, BE IT

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

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

10

Case #

6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE AND ONE HALF STORY WOOD FRAME ONE FAMILY DWELLING, LOCATED ON THE SOUTH SIDE OF LAWRENCE STREET, 140 FEET EAST OF RHAME AVENUE. SEC 42, BLOCK 19, AND LOT (S) 8-9, A/K/A 7 LAWRENCE STREET, EAST ROCKAWAY, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 7 Lawrence Street, East Rockaway; and

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

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

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

WHEREAS, the services of MGP Landscape Construction LLC DBA M3 Development Group, 68 South Service Road, Suite 100, Melville, New York, and the costs incurred by the emergency services authorized by the Commissioner of the Department of Buildings were approved by the Town Board under Resolution Number 240-2015; and

WHEREAS, on February 14, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to nail one (1) shed door shut, located at 7 Lawrence Street, East Rockaway;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$180.00, the cost associated with the emergency services provided at 7 Lawrence Street, East Rockaway, New York

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

NOW, THEREFORE, BE IT

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

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

10

Case #

6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, LOCATED ON THE NORTH SIDE OF POCASSET COURT, 100 FEET EAST OF POINT AVENUE. SEC 42, BLOCK 52, AND LOT (S) 110, A/K/A 2 POCASSET COURT, EAST ROCKAWAY, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 2 Pocasset Court, East Rockaway; and

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

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

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

WHEREAS, the services of MGP Landscape Construction LLC DBA M3 Development Group, 68 South Service Road, Suite 100, Melville, New York, and the costs incurred by the emergency services authorized by the Commissioner of the Department of Buildings were approved by the Town Board under Resolution Number 240-2015; and

WHEREAS, on February 16, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to have two (2) forty three inch by forty eight inch (43" x 48") windows boarded with one half inch (1/2") four (4) ply plywood, one (1) twenty one inch by thirty four inch (21" x 34") window boarded with one half inch (1/2") four (4) ply plywood and install one (1) lock and hasp, located at 2 Pocasset Court, East Rockaway;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$180.00, the cost associated with the emergency services provided at 2 Pocasset Court, East Rockaway, New York

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

NOW, THEREFORE, BE IT

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

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

10

Case #

6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY WOOD FRAME ONE FAMILY DWELLING, LOCATED ON THE NORTH SIDE OF WILLIAMSON STREET, 40 FEET EAST OF EIGHTH AVENUE. SEC 42, BLOCK 92, AND LOT (S) 3-4, A/K/A 130 WILLIAMSON STREET, EAST ROCKAWAY, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 130 Williamson Street, East Rockaway; and

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

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

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

WHEREAS, the services of MGP Landscape Construction LLC DBA M3 Development Group, 68 South Service Road, Suite 100, Melville, New York, and the costs incurred by the emergency services authorized by the Commissioner of the Department of Buildings were approved by the Town Board under Resolution Number 240-2015; and

WHEREAS, on February 14, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to have one (1) thirty four inch by seventy one inch (34" x 71") door secured with one half inch (1/2") four (4) ply plywood, one (1) twelve inch by twenty inch (12" x 20") exterior hole boarded and one (1) six foot by six foot (6' x 6') exterior hole boarded, located at 130 Williamson Street, East Rockaway;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$180.00, the cost associated with the emergency services provided at 130 Williamson Street, East Rockaway, New York

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

NOW, THEREFORE, BE IT

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

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

10

Case #

6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, LOCATED ON THE NORTH SIDE OF JOURNAL AVENUE, 132 FEET EAST OF MEACHAM AVENUE. SEC 32, BLOCK 563, AND LOT (S) 57-58, A/K/A 1332 JOURNAL AVENUE, ELMONT, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 1332 Journal Avenue, Elmont; and

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

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

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

WHEREAS, the services of MGP Landscape Construction LLC DBA M3 Development Group, 68 South Service Road, Suite 100, Melville, New York, and the costs incurred by the emergency services authorized by the Commissioner of the Department of Buildings were approved by the Town Board under Resolution Number 240-2015; and

WHEREAS, on February 7, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to re-secure one (1) fallen board, located at 1332 Journal Avenue, Elmont;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$180.00, the cost associated with the emergency services provided at 1332 Journal Avenue, Elmont, New York

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

NOW, THEREFORE, BE IT

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

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

10

Case #

6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY WOOD FRAME ONE FAMILY DWELLING, LOCATED ON THE SOUTH SIDE OF LUDLAM AVENUE, 340 FEET WEST OF FIFTH STREET. SEC 32, BLOCK 408, AND LOT (S) 824-826, A/K/A 278 LUDLAM AVENUE, ELMONT, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 278 Ludlam Avenue, Elmont; and

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

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

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

WHEREAS, the services of MGP Landscape Construction LLC DBA M3 Development Group, 68 South Service Road, Suite 100, Melville, New York, and the costs incurred by the emergency services authorized by the Commissioner of the Department of Buildings were approved by the Town Board under Resolution Number 240-2015; and

WHEREAS, on February 2, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to have one (1) thirty eight inch by seventy three inch (38" x 73") door secured with one half inch (1/2") four (4) ply plywood, one (1) seventy eight inch by eighty two inch (78" x 82") sliding glass door secured with one half inch (1/2") four (4) ply plywood and have one (1) forty eight inch by ninety one inch (48" x 91") exterior hole boarded, located at 278 Ludlam Avenue, Elmont;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$300.83, the cost associated with the emergency services provided at 278 Ludlam Avenue, Elmont, New York

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$550.83 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

10

Case #

6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED TWO STORY WOOD FRAME ONE FAMILY DWELLING WITH ATTACHED GARAGE, LOCATED ON THE WEST SIDE OF WELLINGTON ROAD, 580 FEET SOUTH OF 106TH AVENUE. SEC 32, BLOCK 391, AND LOT (S) 30-32, A/K/A 142 WELLINGTON ROAD, ELMONT, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 142 Wellington Road, Elmont; and

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

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

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

WHEREAS, the services of MGP Landscape Construction LLC DBA M3 Development Group, 68 South Service Road, Suite 100, Melville, New York, and the costs incurred by the emergency services authorized by the Commissioner of the Department of Buildings were approved by the Town Board under Resolution Number 240-2015; and

WHEREAS, on January 30, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to have one (1) thirty eight inch by seventy three inch (38" x 73") door secured with one half inch (1/2") four (4) ply plywood, one (1) seventy eight inch by eighty two inch (78" x 82") sliding glass door secured with one half inch (1/2") four (4) ply plywood and have one (1) forty eight inch by ninety one inch (48" x 91") exterior hole boarded, located at 142 Wellington Road, Elmont;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$275.81, the cost associated with the emergency services provided at 142 Wellington Road, Elmont, New York

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$525.81 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 10

Case # 6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, LOCATED ON THE EAST SIDE OF 226TH STREET, 100 FEET NORTH OF 95TH AVENUE. SEC 32, BLOCK 3, AND LOT (S) 144, A/K/A 94-51 226TH STREET, FLORAL PARK, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 94-51 226th Street, Floral Park, New York; and

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

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

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

WHEREAS, the services of MGP Landscape Construction LLC DBA M3 Development Group, 68 South Service Road, Suite 100, Melville, New York, and the costs incurred by the emergency services authorized by the Commissioner of the Department of Buildings were approved by the Town Board under Resolution Number 240-2015; and

WHEREAS, on February 12, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to re-secure hanging gutter, located at 94-51 226th Street, Floral Park;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$180.00, the cost associated with the emergency services provided at 94-51 226th Street, Floral Park, New York

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

NOW, THEREFORE, BE IT

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

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

10

Case #

6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY WOOD FRAME ONE FAMILY DWELLING, LOCATED ON THE SOUTH SIDE OF OAK STREET, 320 FEET EAST OF RAYMOND AVENUE. SEC 55, BLOCK 279, AND LOT (S) 84-87, A/K/A 86 OAK STREET, FREEPORT, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 86 Oak Street, Freeport; and

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

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

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

WHEREAS, the services of MGP Landscape Construction LLC DBA M3 Development Group, 68 South Service Road, Suite 100, Melville, New York, and the costs incurred by the emergency services authorized by the Commissioner of the Department of Buildings were approved by the Town Board under Resolution Number 240-2015; and

WHEREAS, on February 11, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to have one (1) forty inch by eighty four inch (40" x 84") door secured with one half inch (1/2") four (4) ply plywood, located at 86 Oak Street, Freeport;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$180.00, the cost associated with the emergency services provided at 86 Oak Street, Freeport, New York

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

NOW, THEREFORE, BE IT

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

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 10

Case # 6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO A UNSAFE VACANT LOT, LOCATED ON THE SOUTH SIDE OF CALIFORNIA PLACE SOUTH, 40 FEET EAST OF NEW YORK AVENUE. SEC 43, BLOCK 99, AND LOT (S) 31-33, A/K/A 198 CALIFORNIA PLACE SOUTH, ISLAND PARK, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the unsafe vacant lot located at 198 California Place South, Island Park, New York; and

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

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

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

WHEREAS, the services of MGP Landscape Construction LLC DBA M3 Development Group, 68 South Service Road, Suite 100, Melville, New York, and the costs incurred by the emergency services authorized by the Commissioner of the Department of Buildings were approved by the Town Board under Resolution Number 240-2015; and

WHEREAS, on January 18, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to have one hundred feet (100') of six foot (6') high fence installed with one and five eighth inch (1 5/8") poles and number nine (9) gauge wire top and bottom, located at 198 California Place South, Island Park;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$1,400.00, the cost associated with the emergency services provided at 198 California Place South, Island Park, New York

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$1,650.00 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 10

Case # 6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY WOOD FRAME ONE FAMILY DWELLING WITH ATTACHED GARAGE, LOCATED ON THE WEST SIDE OF CAROUSEL LANE, 165 FEET NORTH OF RICHMOND ROAD. SEC 60, BLOCK 52, AND LOT (S) 4, A/K/A 19 CAROUSEL LANE, LIDO BEACH, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 19 Carousel Lane, Lido Beach; and

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

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

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

WHEREAS, the services of MGP Landscape Construction LLC DBA M3 Development Group, 68 South Service Road, Suite 100, Melville, New York, and the costs incurred by the emergency services authorized by the Commissioner of the Department of Buildings were approved by the Town Board under Resolution Number 240-2015; and

WHEREAS, on February 8, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to have six feet (6') of six foot (6') high fence installed with one and five eighth inch (1 5/8") poles and number nine (9) gauge wire top and bottom, located at 19 Carousel Lane, Lido Beach;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$180.00, the cost associated with the emergency services provided at 19 Carousel Lane, Lido Beach, New York

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

NOW, THEREFORE, BE IT

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

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

10

Case #

0542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED TWO STORY WOOD FRAME ONE FAMILY DWELLING WITH ATTACHED GARAGE, LOCATED ON THE SOUTH SIDE OF MORRIS AVENUE, 68 FEET SOUTH OF HEMPSTEAD AVENUE. SEC 35, BLOCK 47201, AND LOT (S) 3, A/K/A 212 MORRIS AVENUE, MALVERNE, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 212 Morris Avenue, Malverne; and

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

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

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

WHEREAS, the services of MGP Landscape Construction LLC DBA M3 Development Group, 68 South Service Road, Suite 100, Melville, New York, and the costs incurred by the emergency services authorized by the Commissioner of the Department of Buildings were approved by the Town Board under Resolution Number 240-2015; and

WHEREAS, on February 3, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to install one (1) lock and hasp, located at 212 Morris Avenue, Malverne;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$180.00, the cost associated with the emergency services provided at 212 Morris Avenue, Malverne, New York

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

NOW, THEREFORE, BE IT

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

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

Case #

10

6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY WOOD FRAME ONE FAMILY DWELLING, LOCATED ON THE EAST SIDE OF BASCOM AVENUE, 102 FEET NORTH OF ABBOTT AVENUE. SEC 56, BLOCK 139, AND LOT (S) 366, A/K/A 1569 BASCOM AVENUE, MERRICK, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 1569 Bascom Avenue, Merrick; and

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

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

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

WHEREAS, the services of MGP Landscape Construction LLC DBA M3 Development Group, 68 South Service Road, Suite 100, Melville, New York, and the costs incurred by the emergency services authorized by the Commissioner of the Department of Buildings were approved by the Town Board under Resolution Number 240-2015; and

WHEREAS, on February 15, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to install two (2) lock and hasps, located at 1569 Bascom Avenue, Merrick;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$180.00, the cost associated with the emergency services provided at 1569 Bascom Avenue, Merrick, New York

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

NOW, THEREFORE, BE IT

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

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

10

Case #

0542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED TWO STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, LOCATED ON THE SOUTH SIDE OF VALENTINE STREET, 329 FEET WEST OF MADISON AVENUE. SEC 55, BLOCK 453, AND LOT (S) 14, A/K/A 22 VALENTINE STREET, ROOSEVELT, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 22 Valentine Street, Roosevelt; and

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

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

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

WHEREAS, the services of MGP Landscape Construction LLC DBA M3 Development Group, 68 South Service Road, Suite 100, Melville, New York, and the costs incurred by the emergency services authorized by the Commissioner of the Department of Buildings were approved by the Town Board under Resolution Number 240-2015; and

WHEREAS, on February 16, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to re-secure one (1) fallen board, located at 22 Valentine Street, Roosevelt;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$180.00, the cost associated with the emergency services provided at 22 Valentine Street, Roosevelt, New York

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

NOW, THEREFORE, BE IT

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

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

10

Case #

0542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, LOCATED ON THE SOUTH SIDE OF WHITEHOUSE AVENUE, 65 FEET WEST OF ABBOTT PLACE. SEC 55, BLOCK 420, AND LOT (S) 122, A/K/A 79 WHITEHOUSE AVENUE, ROOSEVELT, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 79 Whitehouse Avenue, Roosevelt; and

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

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

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

WHEREAS, the services of MGP Landscape Construction LLC DBA M3 Development Group, 68 South Service Road, Suite 100, Melville, New York, and the costs incurred by the emergency services authorized by the Commissioner of the Department of Buildings were approved by the Town Board under Resolution Number 240-2015; and

WHEREAS, on January 26, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to have one (1) forty inch by eighty one inch (40" x 81") door secured with one half inch (1/2") four (4) ply plywood, located at 79 Whitehouse Avenue, Roosevelt;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$180.00, the cost associated with the emergency services provided at 79 Whitehouse Avenue, Roosevelt, New York

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

NOW, THEREFORE, BE IT

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

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

10

Case #

0542

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AWARDED FORMAL BID NO. 35-2018 FOR THE DEMOLITION AND REMOVAL OF A TWO STORY WOOD FRAME ONE FAMILY DWELLING WITH ATTACHED GARAGE AND REMOVAL OF ALL LITTER AND DEBRIS FROM PREMISES, SAID PREMISES IS LOCATED ON THE WEST SIDE OF NOEL AVENUE, 129 FEET NORTH OF HARRIS AVENUE, SECTION 39, BLOCK 74 AND LOT (S) 284, A/K/A 1348 NOEL AVENUE, HEWLETT, TOWN OF HEMPSTEAD, NEW YORK. APPROVED BY TOWN BOARD RESOLUTION NO 1051-2017, ADOPTED AUGUST 8, 2017, AUTHORIZING THE DEMOLITION AND REMOVAL OF A TWO STORY WOOD FRAME ONE FAMILY DWELLING WITH ATTACHED GARAGE AND REMOVAL OF ALL LITTER AND DEBRIS FROM THE SITE.

WHEREAS, the Director of Purchasing, on behalf of the Commissioner of the Building Department, advertised a public bid for the demolition and removal of unsafe structure located at 1348 Noel Avenue, Hewlett, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures"; and

WHEREAS, the following bids were received on February 28, 2018, and referred to the Building Department for review:

<u>No.</u>	<u>Name & Address of Bidder</u>	<u>Bid Proposal Amount</u>
1.	L & G Ruggiero, Inc. 702 Cord Avenue Lindenhurst, New York 11757	\$35,099.00
2.	Premium Contracting Services Inc. 239 Madison Avenue Island Park, New York 11558	\$41,400.00
3.	B & A Commercial, Inc. 70 New Street Oceanside, New York 11572	\$63,000.00
4.	Watral Brothers, Inc. 45 South 4 th Street Bayshore, New York 11706	\$88,900.00
5.	Russo Development Enterprises Inc. 67 East Avenue Lawrence, New York 11559	\$99,777.00

WHEREAS, The Commissioner of the Building Department recommends said bid L & G Ruggiero, Inc., 702 Cord Avenue, Lindenhurst, New York 11757, as in the best interest of the Town of Hempstead and;

WHEREAS, L & G Ruggiero, Inc., 702 Cord Avenue, Lindenhurst, New York 11757, was selected on April 10, 2018.

NOW THEREFORE, BE IT

RESOLVED, that Formal Bid #35-2018 for the demolition and removal of the two story wood frame one family dwelling with attached garage and removal of all litter and debris from premises, located on the West side of Noel Avenue, 129 feet North of Harris Avenue, Sec. 39, Block 74 and Lot(s) 284, A/K/A 1348 Noel Avenue, Hewlett, Town of Hempstead, is hereby awarded to L & G Ruggiero, Inc., 702 Cord Avenue, Lindenhurst, New York 11757 with payments to be made from Building Department Account #030-002-3620-4300, Unsafe Buildings.

The foregoing resolution was adopted upon roll call as follows:

AYES:

Item #

NOES:

Case #

11

6542

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AWARDDING FORMAL BID NO. 36-2018 FOR THE DEMOLITION AND REMOVAL OF A TWO AND ONE HALF STORY WOOD FRAME FIVE FAMILY DWELLING AND REMOVAL OF ALL LITTER AND DEBRIS FROM PREMISES, SAID PREMISES IS LOCATED ON THE SOUTH SIDE OF GRAND CENTRAL PLACE, 103 FEET WEST OF JEANETTE AVENUE, SECTION 40, BLOCK 157 AND LOT (S) 11 & 21, A/K/A 345 GRAND CENTRAL PLACE, INWOOD, TOWN OF HEMPSTEAD, NEW YORK. APPROVED BY TOWN BOARD RESOLUTION NO 1358-2016, ADOPTED SEPTEMBER 20, 2016, AUTHORIZING THE DEMOLITION AND REMOVAL OF A TWO AND ONE HALF STORY WOOD FRAME FIVE FAMILY DWELLING AND ACCESSORY BARN AND REMOVAL OF ALL LITTER AND DEBRIS FROM THE SITE.

WHEREAS, the Director of Purchasing, on behalf of the Commissioner of the Building Department, advertised a public bid for the demolition and removal of unsafe structure located at 345 Grand Central Place, Inwood, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures"; and

WHEREAS, the accessory barn has been demolished and was no longer a requirement to be on the formal bid; and

WHEREAS, the following bids were received on February 28, 2018, and referred to the Building Department for review:

<u>No.</u>	<u>Name & Address of Bidder</u>	<u>Bid Proposal Amount</u>
1.	B & A Commercial, Inc. 70 New Street Oceanside, New York 11572	\$64,800.00
2.	Watral Brothers, Inc. 45 South 4 th Street Bayshore, New York 11706	\$79,900.00
3.	Russo Development Enterprises, Inc. 67 East Avenue Lawrence, New York 11559	\$117,333.00

WHEREAS, The Commissioner of the Building Department recommends said bid B & A Commercial, Inc., 70 New Street, Oceanside New York 11572, as in the best interest of the Town of Hempstead and;

WHEREAS, B & A Commercial, Inc., 70 New Street, Oceanside New York 11572, was selected on April 10, 2018.

NOW THEREFORE, BE IT

RESOLVED, that Formal Bid #36-2018 for the demolition and removal of the two and one half story wood frame five family dwelling and removal of all litter and debris from premises, located on the South side of Grand Central Place, 103 feet West of Jeanette Avenue, Sec. 40, Block 157 and Lot(s) 11 & 21, A/K/A 345 Grand Central Place, Inwood, Town of Hempstead, is hereby awarded to B & A Commercial, Inc., 70 New Street, Oceanside New York 11572 with payments to be made from Building Department Account #030-002-3620-4300, Unsafe Buildings.

The foregoing resolution was adopted upon roll call as follows:

AYES:

Item # 12

NOES:

Case # 6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution

and moved for its adoption;

RESOLUTION AUTHORIZING THE AWARD OF A BID TO HVAC, INC. FOR IT DATA CENTER MECHANICAL AND ELECTRICAL UPGRADES, TOWN HALL COMPLEX, TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK PW #23-17.

WHEREAS, the Commissioner of the Department of General Services (the "Commissioner") solicited bids, for IT Data Center Mechanical and Electrical Upgrades, Town Hall Complex, Town of Hempstead, Nassau County, New York PW #23-17 (the "Project"); and

WHEREAS, the following bids were received and opened in the Commissioner's office on October 3, 2017:

HVAC Inc.
681 Grand Blvd. Suite 7
Deer Park, New York 11729 \$103,000.00

Ultimate Power
45 Nancy Street
West Babylon, New York 11704 \$157,000.00

and;

WHEREAS, after review of the bids, the Commissioner has recommended that the contract for the project be awarded to HVAC Inc., 681 Grand Boulevard, Suite 7, Deer Park, New York 11729 (the "Contractor") as the lowest responsible bidder at its bid Price of \$103,000.00; and

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

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board hereby awards a contract to the Contractor for the Project, as the lowest responsible bidder, at its bid price of \$103,000.00; and be it further

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

Item #

13

Case #

14759

RESOVLED, that the bidder's performance bond and insurance when approved by the Town Attorney as to form, and a copy of the executed agreement, be filed in the Office of the Town Clerk; and

RESOLVED, that the Comptroller is authorized and directed to pay the cost of the Project in accordance with the contract in the amount of \$103,000.00 with payments to be made from Capital Funds Account 7917-501-7917-5010.

The foregoing resolution was adopted as follows:

AYES:

NOES:

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING AN AMENDMENT TO THE SOFTWARE LICENSE, SUPPORT AND MAINTENANCE AGREEMENT WITH N. HARRIS COMPUTER CORPORATION REGARDING THE TAX COLLECTION AND FINANCIAL MANAGEMENT INFORMATION SYSTEM USED IN THE OFFICE OF THE RECEIVER OF TAXES.

WHEREAS, pursuant to Resolution 1156-2010, the Town Board of the Town of Hempstead authorized the execution of an agreement with Harris Govern, a division of N. Harris Computer Corporation, 1Antares Drive, Ottawa, ON K2E 8C4 (the "Consultant"), for the software license, implementation and support and maintenance of a tax collection and financial management information system (the System") used by the Office of the Receiver of Taxes (the "Agreement"); and

WHEREAS, pursuant to Resolution 599-2017 the Town Board authorized the renewal of the agreement for an additional five (5) years; and

WHEREAS, subsequent to the renewal of the Agreement, and upon the recommendation of the Town of Hempstead Receiver of Taxes (the "Receiver"), the Consultant performed software and programing changes to the System to meet the needs and requirements of the Town (the "Upgrade"), which Upgrade caused an increase in the annual maintenance costs of such software in the amount of \$1,400.00; and

WHEREAS, the Consultant is the sole source provider for support and maintenance for Harris Govern licensed products; and

WHEREAS, consistent with the Receiver's recommendation, the Town Board desires to authorize an amendment (the "Amendment") to the Agreement to include the \$1,400.00 cost of the Upgrade.

NOW, THEREFORE, BE IT

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

RESOLVED, that Counsel to the Receiver, Stephen Brown of the Office of the Receiver of Taxes is authorized to execute the Amendment adding \$1,400.00 to the annual costs under the Agreement to cover the costs of the maintenance on the Upgrade, beginning with the 2018 maintenance year; and be it further

RESOLVED, that the Comptroller is authorized and directed to pay the additional sum of \$1,400.00 in accordance with the Amendment to the Agreement with said sum to be paid out of Receiver of Taxes account # 010-001-1330-4030.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

16

Case #

2964

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution

and moved its adoption:

RESOLUTION AUTHORIZING THE AWARD OF A LETTER BID TO CENTRAL WINDOW CLEANING, INC. FOR WINDOW CLEANING SERVICES IN THE TOWN HALL COMPLEX, 200 NORTH FRANKLIN STREET BUILDING AND THE DEPARTMENT OF PUBLIC WORKS BUILDING, 1580 MERRICK ROAD, MERRICK, TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK (FOR 2 YEARS).

WHEREAS, the Commissioner of the Department of General Services (the "Commissioner") solicited letter bids from six contractors via certified mail for Window Cleaning Services in the Town Hall Complex, 200 North Franklin Street Building and the Department of Public Works Building, 1580 Merrick Road, Merrick, Town of Hempstead, Nassau County, New York for a period of two years, commencing upon award of contract with the option to renew the contract for an additional two years; and

WHEREAS, the following sole letter bid (the "Project") was received and opened in the Commissioner's office on January 2, 2018;

Central Window Cleaning, Inc.
 124 Front Street Suite 201
 Massapequa Park, New York 11762
 Initial Contract Period
 January 2018 – December 31, 2018 \$13,200.00 Year 1
 January 2019 – December 31, 2019 \$13,500.00 Year 2
 First Town Approved Extension
 January 2020 – December 31, 2020 \$14,400.00 Year 1
 January 2021 – December 31, 2021 \$15,000.00 Year 2

Total for the four year period \$56,100.00

WHEREAS, the Commissioner has recommended that the contract for the Project be awarded to Central Window Cleaning, Inc., 124 Front Street, Room 201, Massapequa Park, New York 11762, (the "Contractor"), as the sole responsible bidder at its bid price of \$56,100.00 (Fifty Six Thousand One Hundred Dollars); and

WHEREAS, the Town reserves the right at the end of one year, to cancel said contract upon thirty (30) days-notice;

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board hereby awards a contract to the Contractor for the Project, as the sole responsible bidder, with a bid price of \$56,100.00; and BE IT FURTHER

Item # 17

Case # 13823 +
29734

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

BE IT FURTHER

RESOLVED, that the bidder's performance bond and insurance when approved by the Town Attorney as to form, and a copy of the executed agreement, be filed in the Office of the Town Clerk; and

BE IT FURTHER

RESOLVED, that the Comptroller is authorized and directed to pay the cost of the Project in accordance with the contract for window cleaning services in the Town Hall Complex, 200 North Franklin Street Building and the Department of Public Works Building, 1580 Merrick Road, Merrick, Town of Hempstead, Nassau County, New York (for 2 years) in the amount of \$56,100.00 (Fifty Six Thousand One Hundred Dollars) with payments to be made from Department of General Services Buildings and Grounds Maintenance Account No. 010-001-1490-4090.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH RICHARD D. FISHMAN FOR CEMETERY CONSULTING SERVICES.

WHEREAS, the Town of Hempstead (the "Town") requires consulting services to review the operations of the Greenfield Cemetery (the "Services"); and

WHEREAS, Richard D. Fishman, 528 Jumano Court, Suffern, New York 10901, is uniquely qualified to provide the Services, in consideration of an amount not to exceed Six Hundred and 00/100 Dollars (\$600.00) per day, for a total amount not to exceed Ten Thousand and 00/100 Dollars (\$10,000.00) for the term of the agreement (the "Agreement"); and

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

NOW, THEREFORE, BE IT

RESOLVED that the Agreement be and is hereby authorized; and be it further

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

RESOLVED that the Office of the Town Attorney be and hereby is authorized and directed to negotiate and oversee the execution of the Agreement, and to take such other action as may be necessary to effectuate the foregoing; and be it further

RESOLVED that the Comptroller be and hereby is authorized and directed to pay the costs of the Services payable from the General Fund-Undistributed Fees & Service, Account #: 010-002-9000-4151, upon receipt of the duly executed Agreement and certified claims therefor.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 18

Case # 29905

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT (together with all schedules, appendices, attachments and exhibits attached hereto, if any, collectively referred to as the "Agreement"), dated as of the date this Agreement is executed on behalf of the Town, is entered into between (i) the **TOWN OF HEMPSTEAD**, a municipal corporation having its principal office at One Washington Street, Hempstead, New York 11550 (the "Town"), and (ii) **RICHARD D. FISHMAN**, 528 Jumano Court, Suffern, New York 10901 (the "Consultant").

WITNESSETH:

WHEREAS, the Town of Hempstead is in need of a consultant to review the operations of the Greenfield Cemetery; and

WHEREAS, pursuant to a resolution duly adopted at a meeting held on April 10, 2018, the Town Board authorized the execution of an agreement with the Consultant to provide such services;

NOW, THEREFORE, in consideration of the mutual terms, conditions, covenants and agreements contained in this Agreement, the parties agree as follows:

1. **Term.**
Unless earlier terminated pursuant to Section 10 hereof, the term of this Agreement shall commence on April 11, 2018 and shall expire on April 10, 2019 (the "Term").
2. **Scope of Services.**
The Consultant shall undertake and complete the services as described in Exhibit A (the "Services").
3. **Payment.**
 - (a) Amount of Consideration. In consideration for the Services the Consultant shall be paid at a rate of Six Hundred and 00/100 Dollars (\$600.00) per day, not to exceed Ten Thousand and 00/100 Dollars (\$10,000.00) (the "Contract Amount"). Consultant acknowledges that the Contract Amount constitutes complete consideration for the Services.
 - (b) Vouchers, Voucher Review and Approval. Payments shall be made to the Consultant in arrears and shall be expressly contingent upon (i) the Consultant submitting a claim voucher (the "Voucher") in a form satisfactory to the Town, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with the terms of this Agreement, and (c) is accompanied by documentation satisfactory to the Town supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Town and/or the Comptroller. Draw downs for the payment of eligible expenses shall be made against the activities specified herein and in accordance with applicable performance requirements.

(c) Timing of Payment Claims. The Consultant shall submit claims no more frequently than once a week and no later than one (1) months following the Town's receipt of the services that are the subject of the claim. Any claims submitted in violation of this clause 3(c) shall not be due and payable by the Town and the Consultant hereby expressly waives any and all rights thereto.

(d) No Duplication of Payments. Payments for the Services shall not duplicate payments for any work performed or to be performed under any other agreements made between the Consultant and any funding source including the Town.

4. Performance Monitoring.

The Supervisor of Town of Hempstead or her duly designated representative (the "Supervisor") will monitor the performance of the Consultant against the goals and performance standards stated and required herein. Substandard performance as determined by the Supervisor, in her sole and absolute discretion, will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Consultant within a reasonable period of time (as determined by the Supervisor) after being notified by the Supervisor, contract suspension and/or termination procedures will be initiated.

5. Independent Contractor.

The Consultant is an independent contractor of the Town. The Consultant shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Consultant (a "Consultant Agent"), be (i) deemed a Town employee, (ii) commit the Town to any obligation, or (iii) hold itself, himself, or herself out as a Town employee or Person with the authority to commit the Town to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

6. Compliance With Law.

The Consultant shall comply with any and all applicable and relevant Federal, State and local Laws, including those relating to conflicts of interest, discrimination, and confidentiality, in connection with its performance under this Agreement. As used in this Agreement the word "Law" means any and all statutes, rules, regulations, orders, ordinances, writs, injunctions, official resolutions, official interpretations, or decrees, as the same may be amended from time to time, enacted, adopted, promulgated, released, or issued, by or on behalf of any government or political subdivision thereof, quasi-governmental authority, court, or official investigative body.

7. Indemnification; Defense; Cooperation.

(a) The Consultant shall be solely responsible for and shall indemnify and hold harmless the Supervisor, the Town and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorney's fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Consultant or a Consultant

Agent taken pursuant to or authorized by this Agreement regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same, except, however, that Consultant shall not be held liable when an occurrence results solely from the negligence of the TOWN.

(b) The Consultant shall, upon the Town's demand and at the Town's direction, promptly and diligently defend, at the Consultant's sole own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties and the Consultant shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Consultant shall, and shall cause Consultant Agents to, cooperate with the Town and the Supervisor in connection with the investigation, defense or prosecution of any action, suit or proceeding.

(d) The provisions of this Section shall survive the termination of this Agreement.

8. Insurance

During the term of the Agreement, Consultant shall obtain the following insurance coverage for the underlying Services, doing so with a carrier holding an "A" rating from AM Best Company, or its equivalent, and shall furnish proof of its procuring of the following insurance policies, or such other documents as are set forth hereunder.

(a) Commercial general liability insurance covering the liability of the Consultant, and indemnifying and holding harmless the Town, its agents, employees and representatives from any and all loss and/or damage arising out of the performance of this Agreement with a combined single limit (bodily injury/property damage) of One Million Dollars (\$1,000,000). The Town shall be named as additional insured on said policy;

(b) Workers' compensation insurance or proof of its not being required to secure same, as evidenced by certificates or affidavits approved by the State Workers' Compensation Board pursuant to State Workers' Compensation Law § 57(2); and

(c) Disability benefits insurance or proof of its not being required to secure same, as evidenced by certificates or affidavits approved by the State Workers' Compensation Board pursuant to State Workers' Compensation Law § 220(8).

The Town shall be entitled to thirty (30) days advance written notice of the cancellation or termination of any and all policies listed above at (a) through (c).

9. Assignment; Amendment; Waiver; Subcontracting.

This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the Supervisor and any purported assignment, other disposal or modification without such prior written consent shall be null and void.

10. Termination.

(a) Generally. This Agreement may be terminated (i) for any or no reason by the Town upon fifteen (15) days' prior written notice to the Consultant, (ii) for "Cause" by the Town immediately upon the receipt by the Consultant of written notice of termination, (iii) upon mutual written agreement by the Town and the Consultant, and (iv) in accordance with any other terms and provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of Federal or State funding for the services to be provided under this Agreement.

(b) By The Consultant. This Agreement may be terminated by the Consultant if performance becomes impracticable through no fault of the Consultant, where the impracticability relates to the Consultant's reasonable ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Consultant delivering to the Supervisor, at least thirty (30) days prior to the termination date (or a shorter period if thirty days' notice is impossible), a notice stating (i) that the Consultant is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Consultant's right to terminate under this subsection. A copy of the notice given to the Supervisor shall also be given to the Town Attorney.

11. Inspection of Consultant's Work and Records

The Consultant shall retain all books, documents, papers, accounting records and other evidence pertaining to cost incurred for a minimum period of six (6) years after final settlement and shall make them available for inspection and audit by the Town.

12. Waiver

Failure by any party to enforce at any time, for any reason, or for any period of time, any of the provisions of this Agreement, shall not be or constitute a waiver of any such provision or provisions and shall in no way affect such party's rights to later enforce such provision or provisions.

13. Consent to Jurisdiction and Venue; Governing Law

Unless otherwise specified in this Agreement or required by Law, all claims or actions with respect to this Agreement shall be resolved exclusively by a court of competent jurisdiction located in Nassau County, New York, and the parties expressly waive any objections to the same on any grounds, including venue and *forum non conveniens*. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of the State of New York, without regard to the conflict of laws provisions thereof.

14. **Legal Provisions Deemed Included; Severability; Construction**

(a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) The provisions of this Agreement are intended to be severable. If for any reason any provision of this Agreement shall be held invalid or unenforceable in whole or in part, such provision shall be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability of the remaining provisions hereof.

(c) Each Party has cooperated in the negotiation and preparation of this Agreement, so if any construction is made of the Agreement it shall not be construed against either Party as drafter.

15. **Limitations on Actions and Special Proceedings Against the Town**

No action or special proceeding shall lie or be prosecuted or maintained against the Town upon any claims arising out of or in connection with this Agreement unless:

(a) **Notice.** At least thirty (30) days prior to seeking relief the Consultant shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Supervisor for adjustment and the Town shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Consultant shall send or deliver copies of the documents presented to the Supervisor under this Section to the Town Attorney (at the address specified above for the Town) on the same day that documents are sent or delivered to the Supervisor. The complaint or necessary moving papers of the Consultant shall allege that the above-described actions and inactions preceded the Consultant's action or special proceeding against the Town.

(b) **Time Limitation.** Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, or (ii) the time specified in any other provision of this Agreement.

16. **Executory Clause**

Notwithstanding any other provision of this Agreement:

(a) **Approval and Execution.** The Town shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all relevant and required Town approvals have been obtained, including, if required, approval by the Town Board, and (ii) this Agreement has been executed by the Supervisor (as defined in this Agreement).

(b) Availability of Funds. The Town shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement.

17. Merger

It is understood that the Agreement represents the entire Agreement of the parties hereto, and all previous understandings are merged herein, and no modifications thereof shall be valid unless it meets the requirements of Section 9 of this Agreement.

18. Entire Agreement.

This Agreement represents the full and entire understanding and agreement between the parties hereto with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

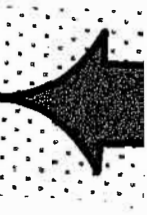
IN WITNESS WHEREOF, the Consultant and the Town have executed this Agreement as of the date first above written.

TOWN OF HEMPSTEAD

RICHARD D. FISHMAN

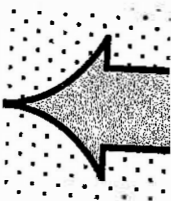
By: _____
Laura A. Gillen, Supervisor

By: _____
Richard D. Fishman



State of New York)
) ss.:
County of Nassau)

On the ____ day of _____ in the year 2018, before me, the undersigned, personally appeared **Laura A. Gillen**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

State of New York)
) ss.:
County of Nassau)

On the ____ day of _____ in the year 2018, before me, the undersigned, personally appeared **Richard D. Fishman**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in his/her capacities, and that by his/her signature on the instrument, the individual, or the persons upon behalf of which the individual acted, executed the instrument.

Notary Public

EXHIBIT 'A'

THE SERVICES

The Services shall consist of the following:

- Establish the value of the Town's 180 acre cemetery.
- A complete review of the operations of the cemetery for at least the last 5 years. The review includes any or all contracts, management agreements and procurement agreements.
- A review of any or all financial reports from the cemetery for the last 5 years and any audited financial information generated by the Town.
- A review of the cemetery records including grave purchases either pre-need or at need. Review of any financial information kept at the cemetery such as purchases of equipment, employee records, and maintenance operations.
- A review of the contracts used in the sale of burial space and, if any, possible payment plans offered to the public, and review how overdue payments are handled.
- A review of how public and owner complaints are resolved and whether or not, there are complaint files maintained.
- Assist in the preparation of any request for proposals (RFP), if needed.

CEMETERY CONSULTANT PROPOSAL FOR THE TOWN
OF HEMPSTEAD

The objective of this proposal is to gather all information available to identify potential options and opportunities in order to establish the value of the Town's 180 acre cemetery. In order to accomplish this, the following issues need to be examined:

1. A complete review of the operations of the cemetery for at least the last 5 years. The review includes any or all contracts, management agreements and procurement agreements.
2. Any or all financial reports from the cemetery for the last 5 years. Any audited financial information generated by the Town.
3. A review of the cemetery records including grave purchases either pre-need or at need. Any financial information kept at the cemetery such as purchases of equipment, employee records, maintenance operations.
4. A review of the contracts used in the sale of burial space and, if any, possible payment plans offered to the public. Also, look at how overdue payments are handled.
5. A review of how public and owner complaints are resolved and whether or not, there are complaint files maintained.
6. Assist in the preparation of RFP and interface with State Cemetery Board.

My standard fee is \$600 per day. I anticipate the total cost would not exceed \$10,000.

Submitted respectfully,


Richard D. Fishman

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. RICHARD D. FISHMAN		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____		<input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>		
	5 Address (number, street, and apt. or suite no.) 529 JUTANO CT		Requester's name and address (optional)
	6 City, state, and ZIP code JUFFERMAN, NY 10901		
	7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									
5	4	7	-	2	-	7	8	8	1
OR									
Employer identification number									
			-						

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶ 3/17/13
------------------	----------------------------	----------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

- By signing the filled-out form, you:
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
 2. Certify that you are not subject to backup withholding, or
 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Richard D. Fishman
Cemetery Consultant
528 Jumano Ct.
Suffern, New York 10901

Resume

The following experience is both cemetery and government content:

1979-1982 - Associate Staff Analyst, Mayor's Office, City of New York

Duties & Responsibilities: Developed and implemented City-wide training program for 59 Community Boards and their members. Also was community liaison in Brooklyn and to the Sanitation Commissioner.

1983-1986 - Program Manager, Department of Sanitation, City of New York

Duties & Responsibilities: Managed vacant lot inspection program

1986-1991 - Senior Investigator/ Training Officer, Department of Investigation, City of New York.

Duties & Responsibilities: Conducted investigations under supervision of NYPD unit. Developed and implemented a comprehensive investigation training program for 400 civilian employee.

1991-1992 - Program Manager, Policy Procurement Board, Office of the Mayor City of New York.

Duties & Responsibilities: Developed and implementing through contract, an extensive procurement training program for the cities Procurement staff.

1993-1995 - Community Relations Manager, Community Assistance Unit, Office of the Mayor, City of New York.

Duties & Responsibilities: Provided insight and information from various communities' issues to the Mayor.

1995- 2014- Director of the New York State Division of Cemeteries, Department of State.

Duties & Responsibilities: Responsible for administering the Not For Profit Law regarding 1800+ cemeteries & crematories throughout the State. Conducted financial audits of cemetery operations, initiated investigations into misfeasance and malfeasance by cemetery management, negotiated appropriate land sales & land purchases per regulations, reformed crematory operations and resolved public complaints individually and with public officials.

Volunteer Positions.

Chairman of the Board for Washington Cemetery in Brooklyn
President of the Hebrew Free Burial Association.

TOWN OF HEMPSTEAD -

VENDOR'S PUBLIC DISCLOSURE STATEMENT

CONTRACT #: _____

or

FORMAL BID#: _____

1) COMPANY NAME: RICHARD FISHMAN

ADDRESS: 528 DUMANO CT, SUFFERN, NY 10901

PHONE NUMBER: 845-323-6450 FAX NUMBER: _____

2) FEDERAL I.D. IDENTIFICATION: _____

or

SOCIAL SECURITY NUMBER: 547-72-7831

3) TYPE OF BUSINESS:

INDIVIDUAL: X CORPORATION: _____ PARTNERSHIP: _____

4) TABLE OF ORGANIZATION:

LIST NAMES AND ADDRESSES OF ALL PRINCIPALS, SUCH AS:

- 1) All individuals serving on the Board of Directors or comparable body.
- 2) All partners.
- 3) All corporate officers.
(Attach additional paper if required)

<u>NAME</u>	<u>ADDRESS</u>
<u>RICHARD FISHMAN</u>	

b) LIST ALL NAMES AND ADDRESSES OF THOSE INDIVIDUAL SHAREHOLDERS HOLDING MORE THAN FIVE PERCENT (5%) INTEREST IN THE FIRM AND STATE PERCENTAGE (%) FOR EACH INDIVIDUAL. (Attach additional paper if required)

<u>NAME</u>	<u>ADDRESS</u>	<u>PERCENTAGE</u>
<u>NOT APPLICABLE</u>		

5) SIGNATURE: [Signature]

TITLE: _____ DATE: 2/17/18

CASE NO.

RESOLUTION NO.

Adopted:

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

RESOLUTION AUTHORIZING PAYMENT OF 2018 LICENSE FEES TO BROADCAST MUSIC, INC. (BMI) TO COMPLY WITH THE COPYRIGHT LAWS FOR ALL DEPARTMENTS IN THE TOWN OF HEMPSTEAD FOR MUSIC PLAYED TO THE PUBLIC.

WHEREAS, on March 23, 2010, the Town of Hempstead adopted Resolution No. 366-2010 and entered into a license agreement with Broadcast Music, Inc. (BMI), a New York Corporation having an office at 10 Music Square East, Nashville, Tennessee 37203, to comply with federal copyright laws; and

WHEREAS, Resolution No. 366-2010 authorizes the Comptroller to pay the annual license fee to Broadcast Music, Inc. for each year this agreement remains in effect; and

WHEREAS, Broadcast Music, Inc. (BMI) has submitted the 2018 annual license fee to the Town in the amount of \$6,107.40;

NOW, THEREFORE, BE IT

RESOLVED, that the Comptroller be and he hereby is authorized to pay the 2018 annual license fee to Broadcast Music, Inc. (BMI), in the amount of \$6,107.40 payable from General Fund Fees and Services 010-012-9000-4151.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

21

Case #

27265

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING MEMBERSHIP FOR THE TOWN OF HEMPSTEAD, OFFICE OF TOURISM IN THE LONG ISLAND CONVENTION AND VISITORS BUREAU AND SPORTS COMMISSION D/B/A DISCOVER LONG ISLAND, AND PAYMENT OF THE ANNUAL FEE FOR 2018

WHEREAS, the Town of Hempstead (the "Town") has established an Office of Tourism for the purpose of attracting visitors to our township, which in turn supports our employment market as well as generates revenue; and

WHEREAS, in furtherance of this program the Director of Tourism has recommended membership for the Town in the Long Island Convention and Visitors Bureau and Sports Commission d/b/a Discover Long Island, 330 Vanderbilt Motor Parkway, Suite 203, Hauppauge, New York 11788 (the "Commission") to foster Tourism through the use of the Commission's services such as Welcome Centers and Business Leads, at an annual fee of \$200.00; and

WHEREAS, this Town Board deems it to be in the best interest of the Town to authorize said membership for 2018 and payment of the annual fee of \$200.00.

NOW, THEREFORE, BE IT

RESOLVED, that Town Board hereby approves membership in the Commission for 2018 for the Town at an annual fee of \$200.00, and authorizes the Office of Tourism to represent the Town in its membership in the Commission; and

RESOLVED, the Comptroller be and hereby is authorized and directed to pay the annual fee of \$200.00 out of the Office of Tourism Office Expense Account No. 010-004-6425-4040.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

23

Case #

25179

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING AN AMENDMENT TO THE TOWN'S PROCUREMENT POLICY TO REQUIRE THE ISSUANCE OF REQUESTS FOR PROPOSALS FOR PROFESSIONAL SERVICES AGREEMENTS AND INSURANCE COVERAGE IN EXCESS OF \$20,000.00.

WHEREAS, pursuant to Resolution No. 756-2013, duly adopted at its meeting held on June 18, 2013, the Town of Hempstead (the "Town") rescinded its previously approved procurement guidelines authorized under Resolution No. 233-1992 and adopted revised internal policies and procedures governing the procurement of goods and services not subject to the bidding requirements of New York State General Municipal Law (GML) Section 103 (the "Procurement Policy and Procedures"); and

WHEREAS, prominent exceptions to competitive bidding include professional services and insurance coverage; and

WHEREAS, in order to foster increased competition, and to insure that professional services and insurance coverage contracts are awarded in the best interests of the taxpayers, the Town Supervisor has recommended that the Procurement Policy and Procedures be amended to require the Town to use Requests for Proposals (RFPs) whenever feasible when the procurement is above \$20,000.00 (the "Amendment"); and

WHEREAS, the Board wishes to authorize the Amendment to the Procurement Policy and Procedures.

NOW, THEREFORE, BE IT

RESOLVED that the Town Board does hereby authorize the Amendment to the Procurement Policy and Procedures, as set forth in the amended Procurement Policy and Procedures, a copy of which is annexed hereto and will be on file in the offices of the Town Clerk and Comptroller; and be it further

RESOLVED that the Amendment to the Procurement Policy and Procedures shall take effect on June 1, 2018, except that Town offices and departments should use their best efforts to immediately begin implementation of the guidelines outlined in the Amendment; and be it further

RESOLVED that the Town Comptroller and all other departments that oversee

Item # 24

Case # 28103

procurement be and hereby are directed to implement the amended Procurement Policy and Procedures in compliance with this resolution.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

TOWN OF HEMPSTEAD
PROCUREMENT POLICY AND PROCEDURES

GUIDELINE 1- Every prospective purchase of goods or services shall be evaluated to determine the applicability of GMI, 103. Every town officer, board, department head or other personnel with the requisite purchasing authority (hereinafter "Purchaser") shall consider the reasonably expected aggregate amount of all purchases of the same commodities, services or technology to be made within the twelve-month period commencing on the date of purchase. That estimate shall include the canvass of other Town departments and past history to determine the likely yearly value of the commodity to be acquired. The information gathered and conclusions reached shall be documented and kept with the file or other documentation supporting the purchase activity.

GUIDELINE 2- All estimated purchases of the bid threshold amount or less but greater than \$5,000.00 require a written request for a proposal (RFP) and/or written/fax quotes from (3) vendors; \$5,000.00 or less but greater than \$2,000.00 require an oral request for the goods and/or oral/fax quotes from two (2) vendors; \$2,000.00 or less are left to the discretion of the Purchaser.

All estimated public works contracts of the bid threshold amount or less but greater than \$15,000.00 require a written RFP and/or fax/proposals from three (3) contractors; \$15,000.00 or less but greater than \$4,000.00 require a written RFP and/or fax/proposals from two (2) contractors; \$4,000.00 or less are left to the discretion of the Purchaser.

Any written RFP shall describe the desired goods, quantity and the particulars of delivery. The Purchaser shall compile a list of all vendors from whom written/fax/oral quotes have been requested and the written/fax/oral quotes offered; all information gathered in complying with the procedures of this Guideline shall be preserved and filed with the documentation supporting the subsequent purchase or public works contract.

GUIDELINE 3- The lowest responsible proposal or quote shall be awarded the purchase or public works contract unless the Purchaser prepares a written justification providing reasons why it is in the best interest of the town and its taxpayers to make an award to other than the low bidder. If a bidder is not deemed responsible, facts supporting that judgment shall also be documented and filed with the record supporting the procurement.

GUIDELINE 4- A good faith effort shall be made to obtain the required number of proposals or quotations. If the Purchaser is unable to obtain the required number of proposals or quotations, the Purchaser shall document the attempt made at obtaining the proposals. In no event shall the inability to obtain the proposals or quotes be a bar to the procurement.

GUIDELINE 5- Except when directed by the Town Board, no solicitation of written proposals or quotations shall be required under the following circumstances: a) acquisition of professional services **in the amount of \$20,000.00 or less**; b) emergencies with written justification; c) sole source situations; d) goods purchased from agencies for the blind or severely handicapped; e) goods purchased from correctional facilities; f) goods purchased from another governmental agency; g) goods purchased at auction.

GUIDELINE 6- **In order to foster increased competition, and to insure that professional services are awarded in the best interests of the taxpayers, it is the Town's policy to use RFPs whenever feasible when the procurement is above \$20,000.00. Professional services generally include services rendered by attorneys, engineers, and certain other services requiring specialized or technical skills, experience and knowledge, the exercise of professional judgment, or a high degree of creativity. In addition, the Town shall issue**

RFPs for the procurement of insurance coverage (e.g. health, fire, liability and worker's compensation), whenever feasible, when the procurement is above \$20,000.00.

- (a) The Town shall advertise the RFPs in a newspaper of general circulation, consistent with the procedures for advertising a public bid under General Municipal Law Section 103.**
- (b) In selecting a service provider, the Town will consider factors such as the qualifications, experience, skill, training, staffing and reputation of the service provider, in addition to the cost of the services to be rendered.**
- (c) The Town will establish an ad hoc committee to evaluate RFP proposals for each service. The committee will be comprised of no less than three Town employees from or amongst departments or offices having an interest, knowledge or experience in the subject matter of the services to be provided. The committee members shall review and score the proposals, which shall be documented in writing. At its discretion, the Town may elect to interview each firm, make visits to each firm or review prior work done by each firm.**

GUIDELINE 7—No agreement for professional services shall be renewed, and no option to extend a professional services agreement shall be exercised, without Town Board approval.

CASE NO:

RESOLUTION NO:

adopted:

offered the following resolution and moved its

adoption:

RESOLUTION AUTHORIZING THE RECEIVER OF TAXES OF THE TOWN OF HEMPSTEAD TO REMOVE A PARCEL BENEFITED BY CONSTRUCTION OR RECONSTRUCTION OF SIDEWALKS ALONG A CERTAIN STREET IN THE TOWN OF HEMPSTEAD, NASSAU COUNTY, NY FROM BEING ASSESSED ON THEIR 2018 TAXES

WHEREAS, the Town Board adopted Town Board Resolution #1434-2015 on November 24, 2015th determining parcels benefited by construction and reconstruction along certain streets in the Town of Hempstead, Nassau County, New York; and

WHEREAS, the information indicated on the below parcel of property was listed erroneously in said resolution by a computer verification error as follows:

PARCEL(S) BENEFITED			TOTAL
SEC.	BLK.	LOT(S)	
36	546	00090	\$264.90

and

NOW, THEREFORE, BE IT

RESOLVED, by the Town Board of the Town of Hempstead that Donald X. Clavin, Jr., Receiver of Taxes of the Town of Hempstead, be and he hereby is authorized to remove the above stated parcel benefited by construction or reconstruction of sidewalks along a certain street in the Town of Hempstead, Nassau County, New York from being assessed on the 2018 tax assessment.

RESOLVED, that the Receiver of Taxes of the Town of Hempstead be and is hereby directed to remove the above stated parcel benefited by construction or reconstruction of sidewalks from being assessed on the 2018 tax assessment.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 25

Case # 6365

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE AWARD OF PURCHASE CONTRACT #3-2018 FOR THE YEARLY REQUIRMENTS FOR TRANSFER AND/OR DELIVERY OF AGRICULTURAL WASTE FOR COMPOSTING AND RECYCLING

WHEREAS, the Director of Purchasing, on behalf of the Commissioner of Sanitation (the "Commissioner"), solicited bids for the Yearly Requirements for Transfer and/or Delivery of Agricultural Waste for Composting and Recycling (the "Services"); and

WHEREAS, the following sole bid was received and opened on February 14, 2018:

Trinity Transportation Corp.
214 Blydenburgh Road
Islandia, New York 11749

- Item 1 Transporting of Material from Town Facility to Contractor's Facility
 - Item 1A - Agricultural Waste Without Plastic Bags.....\$44.93 per ton
 - Item 1B - Agricultural Waste Inclusive of Plastic Bags.....\$64.25 per ton
- Item 2 Delivery to Contractor's Facility
 - Item 2A - Agricultural Waste Without Plastic Bags Delivered to Facility
Located Within the Town of Hempstead.....No Bid
 - Item 2B - Agricultural Waste Inclusive of Plastic Bags Delivered to Facility
Located Within the Town of Hempstead.....No Bid
 - Item 2C - Agricultural Waste Without Plastic Bags Delivered to Facility
Located Outside of the Boundary of the Town of Hempstead\$39.90 per ton
 - Item 2D - Agricultural Waste Inclusive of Plastic Bags Delivered to Facility
Located Outside of the Boundary of the Town of Hempstead.....\$52.69 per ton

WHEREAS, the initial term of the award shall be March 20, 2018 to March 19, 2019 which will constitute Year 1 for purposes of the contract; and

WHEREAS, the contract may be extended upon mutual agreement for two additional years in one year increments, the price increases for the extension years shall be limited to one (1) percent of the per ton price of each category for the preceding year; and

WHEREAS, the Commissioner has recommended that the contract for Services be awarded to Trinity Transportation Corp., 214 Blydenburgh Road, Islandia, New York 11749 (the "Contractor"); as the sole responsible bidder at its bid price set forth above;

WHEREAS, upon the recommendation of the Commissioner, the Town Board deems it to be in the public interest to award the contract to the Contractor.

Item # 26

Case # 17083

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board hereby awards a contract to the Contractor for the Services, as the sole responsible bidder at its bid price set forth above; and be it further

RESOLVED, that the Commissioner, be and is hereby authorized to execute Purchase Contract #3-2018 for the Yearly Requirements for Transfer and/or Delivery of Agricultural Waste for Composting and Recycling to Trinity Transportation Corp., 214 Blydenburgh Road, Islandia, New York 11749; and be it further

RESOLVED, that the Comptroller is authorized and directed to pay the cost of the Services in accordance with the terms of the contract with payments to be made out of Refuse Disposal District Contract Disposal Fees Account #301-006-0301-4570.

The foregoing was adopted upon roll call as follows:

AYES: ()

NOES: ()

* * * * *

CASE NO.

RESOLUTION NO.

Adopted:

Council

offered the following resolution and

moved its adoption:

RESOLUTION AUTHORIZING THE ACCEPTANCE OF A PROPOSAL FROM H2M ARCHITECTS + ENGINEERS TO PROVIDE ARCHITECTURAL/ENGINEERING SERVICES, DESIGN AND CONSTRUCTION DOCUMENTS, BIDDING PHASE AND CONSTRUCTION ADMINISTRATION SERVICES IN CONJUNCTION WITH THE CONSTRUCTION OF THE MARINE NATURE STUDY

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

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

WHEREAS, the firm of H2M Architects +Engineers previously conducted a condition assessment of and issued a report and cost estimate regarding the Marine Nature Study Area Main Building and Interpretive Center, including recommendations for reconstruction which were accepted by FEMA and served as a basis for the PW; and

WHEREAS, the Commissioner of the Department of Conservation and Waterways, Town of Hempstead, has determined that it is necessary to retain the services of a consultant to provide Architectural/Engineering Services, Design and Construction Documents and Bidding Phase Services, Construction Administration, to construct a new Marine Nature Study Center and Support Building, located at the foot of Slice Drive, Oceanside, with the scope of work to include removal of the two existing buildings, work within the Tidal Wetlands set back delineation, develop a structure that would "float", constructed of highly durable natural and recycled materials, taking advantage of views across the wetlands of Middle Bay, which would house a small Bay Constable office, Exhibit area/Lobby, large sub-dividable space for Teaching Stations or large groups or meetings, accessible Restroom facilities, general storage and small garage; and

WHEREAS, H2M Architects + Engineers has submitted a comprehensive proposal dated January 19, 2018 to provide Architectural/Engineering Services, Prepare Construction Documents and Project Manual for Bidding by trades, all required Bidding Phase Services and Construction Administration for this project; and

WHEREAS, the Commissioner of the Department of Conservation and Waterways, Town of Hempstead has recommended retaining the consulting services of H2M Architects + Engineers, 538 Broad Hollow Road, 4th Floor East, Melville, New York 11747 to provide the required Architectural/Engineering Services, Design and Construction Documents, Bidding Phase Services and Construction Administration for the construction of a

Item #

27

Case #

26420

new Marine Nature Study and Support Building, all conforming to current Town of Hempstead standards, specifications and bidding requirements; and

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

NOW, THEREFORE, BE IT

RESOLVED, that the Commissioner of Conservation and Waterways be and hereby is authorized to accept the proposal of H2M Architects + Engineers, 538 Broad Hollow Road, 4th Floor East, Melville, New York 11747 for consulting services in connection to the Architectural/Engineering Services, Design and Construction Documents, Bidding Phase Services and Construction Administration in conjunction with the construction of the Marine Nature Study and Support Building as set forth in their Proposal of January 19, 2018; and

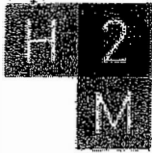
BE IT FURTHER RESOLVED, that the total maximum fee for all tasks as per the proposal from H2M Architects + Engineers dated January 19, 2018 to provide in connection to provide Architectural/Engineering Services, Design and Construction Documents, Bidding Phase Services and Construction Administration in the construction of the Marine Nature Study and Support Building, total maximum consultant fee not to exceed \$100,000.00; and

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:



architects + engineers

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

tel 631.756.8000
fax 631.694.4122

January 19, 2018

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

**Re: Proposal for Architectural / Engineering Services
Oceanside Nature Study Center Support Building
500 Slice Drive
Oceanside, N.Y. 11572
H2M Proposal No.: LP18-0111**

Dear Commissioner Doheny:

Based on our prior meeting to discuss the needs of your department relative to the Oceanside Nature Study Center, H2M is pleased to provide our proposal for services to set your vision on course to meet the needs of the Town residents as they experience the natural amenities of the Center.

As you are aware, H2M is familiar with the current conditions at the site since we had assisted the department in clarifying and providing the studies and estimates required by FEMA during their negotiations with the Town in obtaining Federal funding following the damages incurred by Superstorm Sandy.

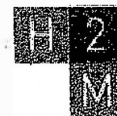
It is our understanding that the approach to this project will be to remove the two existing buildings which are both located beneath the current FEMA Flood Plain elevations. The ideas discussed at our meeting could be generally outlined as follows:

1. Work within the Tidal Wetlands set back delineation.
2. Develop a structure that would "float" above the existing ground surfaces in similar fashion to the recently renovated elevated walkway systems allowing patrons to interface with the natural environs with a minimal footprint by elevating the walkways on non-leaching inert pilings.
3. The proposed Nature Study building would be constructed using natural materials such as wood, along with recycled and materials selected for high durability.
4. The building would be oriented to take advantage of the available views across the Wetlands toward Middle Bay. The long axis of the building would be oriented to maximize these vistas and provide a large south facing roof for future photovoltaic arrays as funding permits.
5. The building will be designed to house a small Bay Constables office, an Exhibit area / Lobby, a large sub-dividable space for Teaching stations which could be combined for larger groups and meetings, accessible Restroom facilities, general storage and support spaces including a small "garage" for on-site golf cart type vehicles.
6. All facilities will be designed to provide accessibility for access to all onsite facilities and amenities.

We are excited about the potential of this project and greatly appreciate the opportunity to provide our proposal for services

Our proposal for professional services, which includes this letter proposal, the attached proposal statement and detail description of our services as noted below.

www.h2m.com



SCOPE OF WORK

The architectural design for this project will include a building with a footprint of approximately 2,600 square feet based on the preliminary sketches provided by the department at our initial meeting. As with all designs this number will generally be adjusted through the design processes and accompanying estimates will be provided to track the cost as we move along.

TASK 1 – SURVEY AND DESIGN:

1. It is our understanding that subsurface borings have been accomplished by the Town and will be provided to H2M. H2M will include a topographic and site survey of the property along with a demarcation of the Wetlands line.
2. Confirmation of the Program through meetings with the Department and potential user groups as determined by the Department.
3. Based on the approved Program, H2M will develop design schemes including schematic floor plans, sections and elevations for department approval. Proposed schemes for HVAC equipment and electrical lighting and equipment needs will be initiated.
4. Once approval is obtained for the Schematic Design, a rendering will be developed for presentation to the Town and as desired, the public.
5. A Preliminary Cost Estimate will be provided for approval along with the approved scheme.

TASK 2 - CONSTRUCTION DOCUMENTS:

1. H2M will continue to develop the approved schematic design into construction documents for bidding by the multiple trades required by Law.
2. H2M will coordinate the approved schematic design solution with our in-house Plumbing, HVAC, Electrical and Fire Alarm engineers to expedite the preparation of construction plans and specifications for permit and bidding purposes.
3. We will meet with the department periodically to review progress of the project documents and to allow the department to make various product selections so that the specification processes will be carried out in an expeditious manner. It is anticipated that three meetings will be required for these activities.
4. Upon completion of the Construction Documents and Project Manual, bid dates will be set, advertisements made, and documents will be made available for Bidding by the trades.

TASK 3 – BIDDING:

1. H2M will provide Bid services including: Clarifications; RFI responses; addenda, as needed; bid opening attendance; bid recording, bidder reviews and recommendations for award to the Town and the Department.

TASK 4 - CONSTRUCTION ADMINISTRATION:

1. Once contracts are awarded and Notices are provided to the respective successful bidders, H2M will initiate a Project Kick-off meeting to orient the construction team and review project logistics, requirements, shop drawing and payment submission processes, project schedule, Town



- requirements, handling and timing of deliveries which will be important relative to the residential community existing around of the site, site security, noise levels, etc.
2. H2M will review shop drawing and sample submissions for all the trades and provide disposition responses to each respective trade contractor.
 3. H2M will review each contractor's Schedule of Values and Contractor's Payment application for payments throughout the project duration as required by the Town.
 4. H2M will chair each Construction Progress meeting (two per month) and develop meeting minutes which will be distributed to all parties attending the meeting and to other parties requiring minute distributions, though not in attendance.
 5. As required, H2M will provide field clarifications and corresponding Field or Change Orders, Project schedules will be adjusted accordingly as needed.
 6. H2M will review As-built documentation, Operations and Maintenance (O&M) manuals, maintenance materials / spare parts (Attic Stock) and warranty submissions made by each trade contractor. Once approved, distribution will be made to the Town of Hempstead for record and maintenance purposes.
 7. In addition to the site field visits noted above, H2M will accomplish a punch-list walk through and produce a written punch list for contractor action and completion prior to approval of the final payment application.

FEE SCHEDULE

FOR BASIC SERVICES AGREEMENT

<u>TASK 1 – SURVEY AND DESIGN:</u>	\$12,000
<u>TASK 2 – CONSTRUCTION DOCUMENTS:</u>	\$48,000
<u>TASK 3 – BIDDING:</u>	\$4,000
<u>TASK 4 – CONSTRUCTION ADMINISTRATION:</u>	\$18,000

Reimbursable Expenses

H2M shall be reimbursed for all normal and customary out of pocket expenses required to complete the work on this phase of the project. Reimbursable expenses shall include the following:

1. Drawing and Document Reproduction and Copies (estimated at \$2000) – 4 sets minimum
2. Requested Express Mail (estimated at \$50)
3. Travel expenses (estimated at \$650)

Services not included:

1. Public Presentation Meetings more than one meeting included.
2. Testing Services required by the Town or the State Health Department.



Any additional fees for consultants or changes in the scope of work will be identified in writing and agreed upon, prior to the commencement of additional work.

This agreement is inclusive of the proposal letter and the proposal statement. All work will be performed as outlined in this proposal letter and in accordance with the terms and conditions in the proposal statement.

We appreciate the opportunity to work with the Department and the Town and look forward to working on this important project. If you have any questions, require further clarification, or would like to set up a meeting date to discuss our proposal in greater detail, please feel free to contact the undersigned.

If the terms and conditions are acceptable, please confirm your acceptance of this proposal and authorization of same as Contract for services offered by affixing your signature where indicated on the attached proposal statement. Please return this Contract, with your original signature to H2M.

Thank you for allowing H2M the opportunity to render this proposal for professional services.

Please feel free to contact me at (631) 756-8000 ext. 1346 should you have any questions.

Very Truly Yours,

H2M architects + engineers

A handwritten signature in black ink, appearing to read 'Michael J. Bonacasa', written over the company name.

Michael J. Bonacasa, AIA
Senior Vice President

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

Thomas Doheny, Commissioner

H2M architects + engineers

PROPOSAL STATEMENT

PROPOSAL TO: Town of Hempstead

DATE: 01/19/2018

PROJECT: Oceanside Nature Study Center Support Building-Dept of Conservation and Waterways
LP18-0111

The following clauses constitute H2M architects + engineers' terms, hereinafter referred to as H2M, by which H2M agrees to perform services under this proposal. Should the parties agree to modify same, it must be accomplished by the parties by written instrument. On acceptance of the proposal and/or commencement of the work, this proposal statement and the proposal shall constitute the agreement between Client and H2M.

1. **EXTENT OF PROPOSAL STATEMENT:** This statement and the attached proposal represents the entire and integrated proposal statement between Client and H2M and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by both Client and H2M.

2. **GOVERNING LAW:** Unless otherwise specified within this proposal statement, this statement shall be governed by the law of the principal place of business of H2M.

3. **GENERAL:**

3.1 If a dispute arises out of any of the provisions contained herein, H2M and the Client agree to exercise good faith efforts to resolve the matter fairly, amicably and in a timely manner. If the dispute cannot be settled through discussion, each party agrees to endeavor to settle the dispute through non-binding mediation. The mediation shall be conducted under the auspices of the American Arbitration Association (AAA) and in accordance with the construction industry mediation rules of the AAA. The parties agree to resort to arbitration, litigation or other court proceedings, only in the event mediation efforts fail to resolve the dispute. Regardless of the outcome of the mediation, the costs associated with the mediation, exclusive of attorney fees, expert fees and other costs not related to the actual cost of administering the mediation, shall be borne equally by the parties.

3.2 Neither party shall hold the other responsible for damages or delay in performance caused by Acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.

3.3 In the event any provisions of this statement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

3.4 H2M intends to render its services under this agreement in accordance with generally accepted professional practices for the intended use of the project and makes no warranty either expressed or implied.

3.5 Any opinion of the construction cost prepared by H2M represents its judgment as a design professional and is supplied for the general guidance of the Client. Since H2M has no control over the cost of labor and materials,

competitive bidding or market conditions, H2M does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to client.

3.6 H2M has not been retained or compensated to provide design and construction review services relating to the Contractor's safety precautions or to means, methods, techniques, sequences, or procedures required for the Contractor to perform his work, but not relating to the final or completed structure. Omitted services include but are not limited to shoring, scaffolding, underpinning, temporary retention of excavations and any erection methods and temporary bracing.

3.7 Both, the Client and H2M certify that the individual that has executed this statement on their behalf is empowered to execute and bind their respective party to the terms and conditions of this proposal statement.

4. **TERMINATION:** This agreement may be terminated by either party by seven (7) days written notice in the event of substantial failure to perform in accordance with the terms of this agreement by the other party through no fault of the terminating party. If this agreement is terminated, H2M shall be paid for services performed to the termination notice date plus termination expenses. Termination expenses are defined as reimbursable expenses directly attributable to termination plus 15 percent of the total compensation unearned at the time of termination to account for H2M's rescheduling adjustments, reassignment of personnel and related costs incurred due to termination.

5. **DELEGATION OF DUTIES:** Neither Client nor H2M shall delegate his duties under this agreement without the written consent of the other.

6. **HOURLY RATES OF COMPENSATION:** Where hourly rates of compensation are proposed as the method of payment, it shall be computed as: TOTAL PAYROLL COST plus 1.5 times TOTAL PAYROLL COST as an allowance for overhead and profit for the number of hours that employees are directly employed on the project including travel. TOTAL PAYROLL COST is calculated as the sum of: 1) direct salary charged to the project; and 2) the ratio of the latest fiscal year benefits of all employees (vacations, sick leave, holidays, insurance, taxes, pensions, and other benefits) to all direct salaries; multiplied by direct salary charged to the project. Additional services, when required, will be invoiced at hourly rates of compensation plus reimbursable expenses.

project. Reimbursable expenses include but are not limited to:

7.1 Expenses of transportation, subsistence and lodging when traveling in connection with the project.

7.2 Expenses of long distance, toll telephone calls, telegrams, messenger service, faxes, express charges, computer charges, reproduction, and fees paid for securing approval of authorities having jurisdiction over the project.

7.3 Sub-contractor expenses, plus a 10 percent mark-up to cover H2M handling and administration costs.

7.4 When authorized in advance by Client, expense of overtime work requiring higher than normal rates, and expense of preparing perspectives, renderings or models.

8. PAYMENTS TO H2M:

8.1 Progress payments shall be made in proportion to services rendered and as indicated within this proposal and shall be due and owing within thirty (30) days of H2M's submittal of its invoice. Past due amounts owed shall include a charge at the maximum legal rate of interest from the thirtieth (30th) day.

8.2 If Client fails to make payments due H2M, H2M may, after giving seven (7) days written notice to Client, suspend services under this proposal and seek full payment plus interest and all reasonable attorney fees incurred for collection of said fees. If H2M suspends work due to non-payment, H2M will not be responsible for any delays or associated costs incurred by the Client.

8.3 The amount of any sales, excise, value added, gross receipts or any other type of tax that may be imposed by any taxing entity or authority shall be in addition to fees and costs described in the proposal and proposal statement.

8.4 Payment of invoices for services shall not be subject to or contingent upon receipt of payment from third parties, unless otherwise agreed in writing.

8.5 A Cost of Living adjustment shall be made to lump sum or unit price fees, and maximum fees, wherever they appear, if the Consumer Price Index (CPI-U), U.S. City Average, exceeds six (6) percent in any 12-month period commencing with the first day of the month of the date of the proposal. The adjustment shall be calculated based on the percentage increase in CPI-U, from the inception date of the proposal, for the effort completed each month. The adjustment shall be added to the lump sum or unit costs, or to the maximum fee.

9. INSURANCE, INDEMNITY AND LIABILITY:

9.1 H2M INSURANCE: H2M shall acquire and maintain statutory workers compensation insurance coverage, employer's liability, comprehensive general liability insurance coverage and professional liability insurance coverage. Upon request, H2M can provide the Client a certificate of insurance.

H2M shall not exceed fifty thousand (\$50,000) dollars or H2M's total fee for services rendered on this project, whichever is greater.

9.3 HAZARDOUS WASTE CLAIM (*Definition*): "Hazardous Waste Claim" shall mean any claim arising out of, or based upon, the dispersal, discharge, escape, release or saturation of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, gases or any other materials, irritant, contaminant or pollutant, whether such discharge is sudden or gradual.

9.4 LIMITATION OF LIABILITY: Client agrees to bring no claim against H2M either directly or by means of impleader, third party claim or cross claim, in any action relating in whole or in part to any hazardous waste claim as defined in 9.3.

9.5 CLAIM INDEMNIFICATION: In the event H2M is a party to any action arising out of a hazardous waste claim, Client agrees to indemnify H2M to the maximum extent permitted by law, award, judgment or settlement against the H2M provided that such indemnification shall not apply to such portion of the award judgment or settlement unrelated to the hazardous waste claim.

9.6 DEFENSE COST INDEMNIFICATION-CLIENT'S OPTION TO DEFEND:

9.6.1 In the event H2M is a party to any action arising in whole or part out of a hazardous waste claim, Client agrees to indemnify H2M for all costs (including attorneys' fees) incurred by H2M in defending such action.

9.6.2 Client may, at its option, elect to defend H2M in any action described in 9.6.1 provided that Client indemnifies H2M for any judgment, settlement or other payment to any claimant whether or not attributable to the hazardous waste claim portion of such action.

9.7 CONTRACTOR'S INSURANCE: The Client shall require all Contractors and any Subcontractors, prior to the commencement of their work, to submit evidence that they have obtained for the period of the Construction Contract and guarantee period comprehensive general liability insurance coverage (including completed operations coverage). This coverage shall provide for bodily injury and property damage arising directly or indirectly out of, or in connection with, the performance of the work under the Construction Contract, and have a limit of not less than \$1 million for all damages arising out of bodily injury, sickness or death of one person and an aggregate of \$3 million for damages arising out of bodily injury, sickness and death of two or more persons in any one occurrence. The property damage portion will provide for a limit of not less than \$500,000 for all damages arising out of injury to or destruction of property of others arising directly or indirectly out of or in connection with the performance of the work under the Construction Contract and in any one occurrence including explosion, collapse and underground exposures. Included in such coverage will be contractual coverage sufficiently broad to insure the provision of 9.8 "Indemnity." The comprehensive general liability insurance will include as additional named insureds: Client; H2M and each of its officers, agents and employees.

H2M ARCHITECTS + ENGINEERS

PROPOSAL STATEMENT

9.8 INDEMNITY: Client will require that any Contractor or Subcontractors performing work in connection with Drawings and Specifications produced under this agreement to hold harmless, indemnify and defend, Client and H2M, its consultants, and each of its officers, agents and employees from any and all liability claims, losses or damage arising out of, or alleged to arise from, the Contractor's (or Subcontractor's) negligence in the performance of the work described in the Construction Contract documents, but not including liability that may be due to the sole negligence of Client, H2M, its consultants or officers, agents and employees.

10. CLIENT'S RESPONSIBILITIES: Client shall

10.1 Designate in writing a person authorized to act as Client's representative. Client or his representative shall receive and examine documents submitted by H2M, interpret and define Client's policies and render decisions and authorization in writing promptly to prevent unreasonable delay in the progress of H2M services.

10.2 Furnish soils data including but not limited to reports, test borings, test pits, probings, subsurface exploration, soil bearing values, percolation tests, ground corrosion and resistivity test, all with appropriate professional interpretation, as may be required.

10.3 Guarantee full and free access for H2M to enter upon all property required for the performance of H2M services under this agreement.

10.4 Hold all required special meetings, serve all required public and private notices, receive and act upon all protests and fulfill all requirements necessary in the development of the contracts and pay all costs incident thereto, including special application fees for review of project documents.

10.5 Provide H2M with standard bid documents required and advertise for proposals from bidders, open the proposals at the appointed time and place and pay costs incident thereto.

11. NOMINAL/RESIDENT CONSTRUCTION REVIEW SERVICES:

11.1 If requested by Client, or recommended by H2M and approved in writing by Client, H2M shall provide one or more full time resident project

representatives to assist H2M in order to render more extensive representation at the project site during the construction phase. Such resident construction review services shall be paid for by Client as Additional Services as defined within this agreement. The limits of the authority, duties and responsibilities of a resident project representative shall be described before such services begin by written instruments.

11.2 By means of the more extensive on-site observations of the work in progress, H2M will endeavor to provide further protection for Client against defects and deficiencies in the Contractor's work, but the furnishing of such services shall not include construction review of the Contractor's construction means, methods, techniques, sequences or procedures, or of any safety precautions and programs in connection with the work, and H2M shall not be responsible for the Contractor's failure to carry out the work in accordance with the Construction Contract.

11.3 On projects where H2M has been engaged to provide nominal (periodic) or resident construction observation services, H2M will provide these services based on an agreed upon construction observation schedule. If the schedule is extended due to changes/actions of the client, contractor or another party other than H2M, then the fee paid to H2M shall be increased to cover the additional costs incurred or the services under construction observation will be terminated as of that date.

12. OWNERSHIP OF DOCUMENTS: All drawings, specifications and other work product of H2M for the project are instruments of service for this project only and shall remain the property of H2M whether the project is completed or not. Reuse of any of the instruments of service of H2M by Client on extensions of this project or on any other project without the written permission of H2M shall be at Client's risk and Client agrees to defend, indemnify and hold harmless H2M from all claims, damages, and expenses including attorneys' fees arising out of such unauthorized reuse of H2M instruments of service by Client or by others acting through Client. Any reuse or adaptation of H2M instruments of service shall entitle H2M to further compensation in amounts to be agreed upon by Client and H2M.

13. PROPOSAL EXPIRATION: The offer to perform the proposed services described in the cover letter attached herewith is extended for ninety (90) days from the date of said letter. Extensions of this proposal shall be in writing only.

Handwritten notes and signatures on the right side of the page, including a signature and the name KEVIN R. CONROY TOWN COMPTROLLER.

AGREED AND ACCEPTED:

CLIENT: Town of Hempstead

SIGNED BY: _____

TITLE: _____

DATE: _____

H2M architects + engineers

SIGNED BY: [Signature]

TITLE: Michael J. Bonacasa, A.I.A. Sr. Vice President
Director of Architectural Private Sector

DATE: 01/19/2018

LP18-0111

ENGINEERS, ARCHITECTS, SCIENTISTS, PLANNERS, LAND SURVEYORS, LANDSCAPE ARCHITECTS

Page 3 of 3 (11/13)

Handwritten signature and text: Thomas E. [unclear] Approver, Commissioner of [unclear]

APPROVED AS TO FORM

[Signature]
SENIOR DEPUTY TOWN ATTORNEY
DATE 2/9/18

APPROVED

[Signature]
DIRECTOR OF PURCHASING

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION RESCINDING RESOLUTION NO. 220-2018
AND ESTABLISHING FEES FOR ADULT RECREATION PROGRAMS IN THE
DEPARTMENT OF PARKS AND RECREATION

WHEREAS, this Town Board adopted Resolution No. 220-2018 on
February 6, 2018; and

WHEREAS, the Commissioner of the Department of Parks and Recreation has
recommended that the following fees be established for Adult Recreation Programs,
including those for a new volleyball league commencing in the summer of 2018 and open
to Town of Hempstead residents ages 18 and over and that certain organizations be
exempt from the Field Appropriation Fee, including not-for-profit little leagues and
softball leagues, and this Town Board deems that the said fees are reasonable and in the
public interest;

NOW, THEREFORE, BE IT

RESOLVED, that Resolution No. 220-2018 be and hereby is rescinded in its
entirety; and that the following schedule of fees for Adult Recreation Programs be and
hereby are established:

Tournaments

Paddleball/Pickle Ball \$6.00
Volleyball \$250.00-\$500.00 per team
(Dependent on roster size)

Leagues

Basketball \$659.50 includes full fee to officiating organization
Softball Mens/Womens \$532.50 does not include cost of officiating
Fire Department \$73.00 does not include cost of officiating
Volleyball \$250.00-\$500.00 per team
(Dependent on roster size)

Adult Leagues-Independent Parks and Recreation allows each adult league to
have up to 35% of its members as non-residents.
There will be a \$16.50 per person fee for each non-
resident

Field Appropriation Fee Per League For Certain Leagues* \$302.50

*Youth leagues (17 and under) and Senior leagues
(60 and over) shall be exempt from the Field
Appropriation Fee.

Subject to annual verification by the Commissioner
of the Department of Parks and Recreation of "not-
for-profit" 501 (c) (3) status, little leagues and
softball leagues (as well as travel teams affiliated
with said leagues) shall be permanently exempt
from the Field Appropriation Fee.

Lighted Fields and Sports Areas \$60.50 per session
(All rates based on three hour sessions)

Independent Volleyball Player \$80.00 per person
(Not affiliated with team roster)

Item # 28

Case # 28598

Tournaments-Independent (51% of participants 18 years or older)
\$423.50 permit fee 10:00 am to dusk

Lighted/per field/per day \$60.50

Triathlon

\$48.50 Resident-per person

\$72.50 Non Resident-per person

\$24.25 Senior Citizen -per person

\$24.25 Handicapped/Aux Pol/ Volunteer Fire/Ambul/Veteran- per person

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE TOWN TO ACCEPT GIFTS FOR THE IRISH AMERICAN HERITAGE CELEBRATION.

WHEREAS, the Town Board, pursuant to Town Law §64(8), may accept gifts for public use; and

WHEREAS, the Town received the following generous gifts for the Town's 2018 Irish American Heritage Celebration (the "Gifts"):

NAME	GIFT
Churchill's Premiere Restaurant 18 South Park Avenue Rockville Centre, New York 11570	Full tray: corned beef Half tray: potatoes Half tray: cabbage
Brower Avenue Catering & Deli 195 Brower Avenue Rockville Centre, New York 11570	Full tray: shepherd's pie

and;

WHEREAS, this Board wishes to accept the Gifts; and

NOW, THEREFORE, BE IT

RESOLVED, that this Board hereby gratefully accepts the Gifts.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 29

Case # 21943

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

**RESOLUTION APPOINTING JACK MAJKUT AS
A MEMBER OF THE TOWN OF HEMPSTEAD INDUSTRIAL
DEVELOPMENT AGENCY AND THE LOCAL DEVELOPMENT
CORPORATION.**

WHEREAS, pursuant to a special act of the Legislature, the Town of Hempstead Industrial Development Agency was established on June 17, 1971, pursuant to Chapter 529 of the Laws of 1971; and

WHEREAS, a vacancy exists in the membership of the Town of Hempstead Industrial Development Agency and the Town of Hempstead Local Development Corporation; and

WHEREAS, pursuant to Section 856 of the General Municipal Law, this Town Board deems it to be in the public interest to appoint Jack Majkut, of 169 Elm Place, Levittown, New York 11756, as a member of the Town of Hempstead Industrial Development Agency and the Town of Hempstead Local Development Corporation to fill such vacancy; and

WHEREAS, Jack Majkut shall serve at the pleasure of the Town Board, the governing body of the municipality for whose benefit the Town of Hempstead Industrial Development Agency and the Town of Hempstead Local Development Corporation were established.

NOW, THEREFORE, BE IT

RESOLVED, that Jack Majkut be and he hereby is appointed as a member of the Town of Hempstead Industrial Development Agency and the Town of Hempstead Local Development Corporation; and be it further

RESOLVED, that the Town Clerk hereby is directed to file in the office of the Department of State, State of New York, a Certificate of Appointment of Jack Majkut a member of said Agency.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

30

Case #

16236 + 13822

JACK MAJKUT

169 Elm Place. Levittown, N.Y. 11756 C: (631) 445-1706 jmajkut@ibew25.org

Professional Summary

Twenty-nine years experience in the electrical industry of which the last ten has focused on the administration and management of programs, policies, and procedures. Currently serve as an integral part of the International Brotherhood of Electrical Workers IBEW Local 25 team. A professional with demonstrated administrative, supervisory, negotiating, arbitration, operation and presentation skills. Active member of IBEW Local 25 since October 1988. Forty-nine-year resident of Nassau County of which the last twenty-four have been in the Township of Hempstead and the previous twenty-five in the Township of Oyster Bay .

Experience

Business Representative 2009-Present

- Administer contracts for eleven bargaining units including, negotiations, grievance procedures, arbitrations in Nassau and Suffolk County.
- Work with IBEW 25 Membership Development Team to help educate open shop contractors to the benefit of being a signatory Local 25 contractor.
- Service Representative for Inside Construction unit, Testing and Maintenance unit, Maintenance unit, Macy's, Belmont Race Track (NYRA), and Nassau Veterans Memorial Coliseum(AEG).

IBEW 25 Executive Board 2007 – 2009

- Investigate all applications for membership
- Member of the Trial Board
- Hear all charges and try Members for any violations of the IBEW Constitution, Bylaws and working rules of the local union.

IBEW 25 Electrician 1988 – Present

Professional Affiliations

- Long Island Labor Advisory Council (LILAC)
- Seated Delegate for Long Island Federation of Labor AFL-CIO
- Seated Delegate for Nassau Suffolk Building Trades
- Nassau Board of Business Agents
- IBEW/NECA Market Research and Recovery Committee
- Elected and serving as a Delegate to IBEW Constitutional Convention since 2011

Education

- Graduate of the five-year National Joint Apprenticeship Training Committee Program 1995
- IBEW Leadership Training Program 2008
- National Labor College 2010
 - Organizing in the Construction Industry
 - Strategic Planning for Construction
- Harvard University 2012
 - Harvard Negotiation and Mediation Program 2012
- USDOL Prevailing Wage seminar 2011 and 2013
- Long Island Federation of Labor Leadership Training Program 2011
- Labor Arbitration Institute Seminar 2011 – 2016
- Blitman and King Labor Seminar 2011 - 2017

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved
its adoption:

RESOLUTION ACCEPTING SPONSORSHIP
FROM AN INSTITUTION FOR SUPPORT
OF SENIOR CITIZENS' PROGRAMS OF THE
DEPARTMENT OF SENIOR ENRICHMENT.

WHEREAS, the Town Of Hempstead provides educational,
social, recreational, and cultural programs to the elderly
within the Township; and

WHEREAS, the continuation and conduct of said senior
citizens' programs is in the public interest; and

WHEREAS, an institution has offered to make a contribution
for the purpose of funding said programs in the amount as
follows:

AGEWELL NEW YORK, LLC

\$6,100.00

and, WHEREAS, pursuant to Section 64 (8) of the Town Law of the
State of New York, the Town Board deems it to be in the public
interest to accept the above-mentioned donation; and

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor be and she hereby is
authorized and directed to accept funds donated by the afore-
mentioned institution in the amount listed above, to be
deposited into the Code 010-004-6772-2705, Town General Fund
Gifts and Donations Revenue Account.

The foregoing resolution was adopted upon roll call as
follows:

AYES:

NOES:

Item #

31

Case #

13441

Adopted:

offered the following resolution and
moved
its adoption:

RESOLUTION AUTHORIZING SPONSORSHIP OF
SOFTBALL TEAMS IN THE LONG ISLAND SENIOR
SOFTBALL ASSOCIATION AND NEW YORK SENIOR
SOFTBALL ASSOCIATION BY THE DEPARTMENT OF
SENIOR ENRICHMENT.

WHEREAS, the Commissioner of the Department of Senior
Enrichment recommends that this Town Board sponsor Senior
Citizens softball teams for the year 2018 at a cost not to
exceed Eighteen Thousand Five Hundred Eighty Dollars
(\$18,580.00); and

WHEREAS, this TOWN BOARD deems it to be in the public
interest to sponsor such senior softball teams;

NOW THEREFORE, BE IT

RESOLVED, that the Commissioner of the Department of
Senior Enrichment be and she is hereby authorized to sponsor
Senior Citizens softball teams of the Long Island Senior
Softball Association for the year 2018 at a cost not to exceed
Four Thousand Five Hundred Dollars (\$4,500.00) to Baxter's
Sports Shop, Inc., 250 West Merrick Rd., Valley Stream, NY 11580
for uniforms to be charged against 010-004-6772-4730; and
Fourteen Thousand Eighty Dollars (\$14,080.00) for umpire fees to
Nassau County A.S.A. Umpire Association, 160 Foster Blvd., North
Babylon, NY 11702, attn: Kevin Kolano, Treasurer, to be charged
against 010-004-6772-4790; the total amount not to exceed
Eighteen Thousand Five Hundred Eighty Dollars (\$18,580.00); and,

BE IT FURTHER

RESOLVED, that the Commissioner of the Department of
Senior Enrichment be and she is hereby authorized and directed
to make payments from the appropriate accounts of the Department
of Senior Enrichment upon receipt of the proper vouchers
therefore.

The foregoing resolution was adopted upon roll call as
follows:

AYES:

NOES:

Item # 32

Case # 13441

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its
adoption:

**RESOLUTION AUTHORIZING THE EXECUTION OF AN ARTIST ENGAGEMENT
AGREEMENT WITH SUMMER OF LOVE EXPERIENCE LLC IN CONJUNCTION
WITH THE TOWN'S ANNUAL "SALUTE TO VETERAN'S" EVENT**

WHEREAS, the Town of Hempstead annually holds a "Salute to Veteran's event at Town Park Point Lookout which includes a live musical performance; and

WHEREAS, Summer of Love Experience LLC with offices at 314 Allen Avenue, Allenhurst, New Jersey 07711-1008, is the managing agent for the services of Glenn Burtnik's Summer of Love Concert; and

WHEREAS, the Town wishes to retain the musical performance services of Glenn Burtnik's Summer of Love Concert for the Town's scheduled June 30, 2018 "Salute to Veteran's Event" for a total fee of \$23,500.00; and

WHEREAS, the Commissioner of the Department of Parks and Recreation recommends to this Town Board that the retention of the musical performance services of Glenn Burtnik's Summer of Love Concert in conjunction with the Town's June 30, 2018 "Salute to Veteran's" event is in the Town's best interest and that he be granted authority to execute an Artist Engagement Agreement with Summer of Love Experience LLC for that stated purpose.

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 Summer of Love Experience LLC for the purpose of retaining the musical performance services of Glenn Burtnik's Summer of Love Concert at the Town's June 30, 2018 "Salute to Veteran's event; and

BE IT FURTHER

RESOLVED, that the Comptroller be and hereby is authorized to make payments under the Artist Engagement Agreement from Parks and Recreation Account number #400-007-7110-4151.

The foregoing Resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

33

Case #

29910

Summer of Love Experience LLC
P.O. Box 105
Allenhurst, NJ 07711-0105
Telephone: 732-539-2632
I.D # 30-0725944

ARTIST ENGAGEMENT AGREEMENT

AGREEMENT made this date, _____, 2018 by and between Summer of Love Experience LLC, (hereinafter referred to as "Summer of Love") and Town of Hempstead, (hereinafter referred to as the "Town").

It is mutually agreed to between the parties as follows: The Town hereby engages Summer of Love, as agent, for the services of Glenn Burtnik's Summer of Love Concert according to the terms set forth in this Agreement and rider attached.

1. PLACE OF ENGAGEMENT: Town Park, Point Lookout, New York
2. DATE OF ENGAGEMENT: Saturday, June 30, 2018 (with rain date of July 1, 2018)
3. EXACT SHOWTIME(S): 8:00pm to 9:30pm
4. SCHEDULED REHEARSAL/SOUND CHECK: Approx. 4:00pm
5. REPORT TIME: Not later than 3:00pm day of show
6. CONTACT INFORMATION: Barbara Badler
7. SPECIAL PROVISIONS/TRANSPORTATION: The Town to provide access to staging area at a time beneficial to Summer of Love, for set-up purposes. The Town to provide professional quality dressing area, clean and well lighted. Town to provide professional sound and lights. Summer of Love shall provide all transportation (ground & air), hotel accommodations for the band as well as other rider requirements as set forth in the Glenn Burtnik's Summer of Love Concert Rider (a copy of which is annexed hereto and made a part hereof) including, without limitation, food and beverage for the band and their stage crew. The Town shall supply water.
8. Fee: As full compensation for its services, Summer of Love agrees to accept a total fee of \$23,500.00, which shall be due and payable on June 30, 2018.

9. Miscellaneous

TP

9.1 There will be no substitution of ~~performers~~ or performances, without prior written approval of the Town of Hempstead's Parks & Recreation Commissioner.

9.2 If the performers are late and/or do not fulfill their obligations or do not appear, Summer of Love Experience LLC, will not receive payment.

9.3 Any deviation from the above terms and conditions will negate this Agreement and absolve the Town of Hempstead of any and all financial responsibilities hereunder. Payment for above services will be made upon submission of a proper claim form provided by the Town of Hempstead Recreation Division.

10. This Agreement and the attached rider contain the entire agreement and understanding between the Town and Summer of Love relating to the subject matter hereof and supersede all prior discussions, negotiations, agreements, promises, understandings, covenants, arrangements and communications between the Town and Summer of Love in connection herewith.

11. This Agreement may not be changed, modified, amended or rescinded orally. Any change, modification, amendment or rescission shall be in writing signed by the party or parties against whom enforcement is sought.

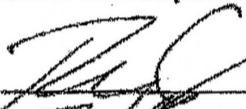
Agreed and Accepted

Agreed and Accepted

Town of Hempstead

Summer of Love Experience LLC

By: _____
Name: Daniel Lino
Title: Commissioner

By: 
Name: Tony Palagrese
Title: Owner, Creative Manager

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE RENEWAL OF AN AGREEMENT WITH COMPUTER INTEGRATED SERVICES LLC TO MAINTAIN NOVELL SOFTWARE UNDER NEW YORK STATE CONTRACT PM67351.

WHEREAS, the Town of Hempstead (the "Town") had an agreement with Computer Integrated Services LLC ("CIS"), 561 7th Avenue, 13th Floor, New York, New York 11018, for the maintenance of Novell Software under New York State Contract PM67351 (the "Maintenance Agreement"); and

WHEREAS, the Maintenance Agreement expired on April 1, 2018; and

WHEREAS, the Town requires the continued maintenance of the Novell Software (the "Services"); and

WHEREAS, CIS has agreed to temporarily extend the expired contract until April 24, 2018 on the same terms and conditions as had been previously approved; and

WHEREAS, the State of New York awarded a contract for the Services to CIS; and

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

WHEREAS, this Board wishes to authorize the use of the agreement between the State of New York and CIS for the provision of the Services for the duration of the contract's term, including any future extensions (the "Agreement").

NOW, THEREFORE, BE IT

RESOLVED, that the renewal of the Maintenance Agreement under New York State Contract PM67351 is authorized; and be it further

RESOLVED, that the Town Board authorizes the Commissioner to execute a renewal to the Maintenance Agreement, and/or such other documents as may be required, with Computer Integrated Services LLC (CIS) 561 7th Avenue 13th Floor New York, NY 11018 to provide the Services; and be it further

Item #

34

Case #

14301

RESOLVED, that the Comptroller is authorized and directed to make payment from the Department of Information and Technology account 010-001-1680-4030 in an amount not to exceed \$88,383.40.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:



Computer Integrated Services

March 7, 2018

Town of Hempstead
1 Washington St.
Hempstead, NY 11550

Arthur Primm
516-812-3217

Quote #022018D-REV1
New York State Contract # PM67351

Item Description	Unit Price	Quantity	Ext
Micro Focus GroupWise including Mobile Server 1-Mailbox 1-Year Priority Maintenance Renewal	\$19.99	1096	\$21,909.04
Patch Add-on for ZENworks Suite 1-User/Device 1-Year Cross-Platform Renewal Total Care Subscription	\$6.00	1006	\$6,036.00
Micro Focus ZENworks Suite 1-Year Priority Maintenance Renewal	\$17.50	1006	\$17,605.00
Micro Focus Open Enterprise Server 1-User 1-year Renewal Total Care	\$26.77	1188	\$31,802.76
Micro Focus NetIQ Sentinel Enterprise 2,500/1,000 Devices 1-Year Priority Maintenance Renewal	\$10,399.00	1	\$10,399.00
ZENworks Suite 1-User/Device License	\$68.52	5	\$342.60
ZENworks Suite 1-Year Initial Total Care	\$17.50	5	\$87.50
Micro Focus ZENworks Suite 1-Year Priority Maintenance Renewal	\$17.50	5	\$87.50
Patch Add-on for ZENworks Suite 1-User/Device 1-Year Cross-Platform Renewal Total Care Subscription	\$6.00	19	\$114.00

Total \$88,383.40

Payment Terms: Invoiced upon authorization, due Net-10.

Authorization

This quote does not include any applicable taxes. Customer agrees that any parts ordered from this form are non-refundable and non-returnable without written approval from CIS. In the event of non-payment, customer agrees to pay all costs of collection, including attorney fees. At CIS discretion past due payments will bear interest at 1.5% per month on the unpaid balance. Any shipping charges incurred in the delivery of this order will be invoiced to the customer at the actual cost.

Authorized Signature: _____

Print Name: _____ P.O. #: _____

Title: _____ Date: _____

Pricing is valid for 30 days.

APPROVED AS TO FORM

© 2018, Computer Integrated Services, LLC, All rights Reserved

It's All About the Client

Charles B. Heine
S ENDR DEPUTY TOWN ATTORNEY
DATE 4/5/18

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

Town of Hempstead

Information and Technology

1 Washington Street
HEMPSTEAD, N.Y. 11550-4923
(516) 489-5000 • (516) 489-1571



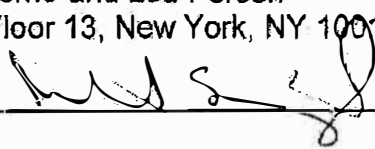
Laura a. Gillen
Supervisor

Sylvia A. Cabana
Town Clerk

DONALD X. CLAVIN, JR.
Receiver of Taxes

ARTHUR R. PRIMM, JR.
Commissioner

VENDOR'S PUBLIC DISCLOSURE STATEMENT

1. Company's Legal Name: Computer Integrated Services, LLC
Address: 561 7th Avenue, Floor 13
City and State: New York, NY Zip Code: 10018
2. If Corporation, is there a d/b/a? CIS
Address: 561 7th Avenue, Floor 13
City and State: New York, NY Zip Code: 10018
3. Type of Business: Corporation: YES Traded on which exchange? N/A
Partnership: Sole Ownership:
4. List names and addresses of all individuals holding more than 5% ownership interest in the firm:
Todd Hershman, Tom Horne and Lou Person
All c/o 561 7th Avenue, Floor 13, New York, NY 10018
5. Authorized Signature 
Title: CFO Date: 8th March 2017

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING EMPLOYMENT OF NELSON & POPE ENGINEERS AND LAND SURVEYOR, PLLC FOR CONSULTING SERVICES PERTINENT TO BELLMORE/ MERRICK/SEAFORD/WANTAGH AND OCEANSIDE DRAINAGE IMPROVEMENTS: CHECK VALVES, TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK.

WHEREAS, the Town is eligible to apply for U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant-Disaster Recovery (CDBG-DR) funding for disaster recovery projects. Funding will be delivered through the NY Rising Community Reconstruction (NYRCR) Program, within the New York State Governor's Office of Storm Recovery (GOSR); and

WHEREAS, the Town has entered into a Subrecipient Agreement with GOSR for the purpose of implementing a NYRCR Project known as, Bellmore/Merrick/Seaford/Wantagh and Oceanside Drainage Improvements: Check Valves; and

WHEREAS, the Town deems it desirable and necessary to obtain the services of a Consulting Engineer for the purpose of preparing the necessary studies, surveys, reports, permits, work easements, final design plans, bid documents, construction inspection and other engineering services pertinent to the aforementioned project; and

WHEREAS, the Department of Engineering, in accordance with the Town's procurement policy, advertised a Request for Qualifications on December 22, 2017, and conducted an evaluation of all proposals submitted, recommends award to Nelson & Pope Engineers and Land Surveyor, PLLC.; and

WHEREAS, the said Nelson & Pope Engineers and Land Surveyor, PLLC., having their principal office at 572 Walt Whitman Road, Melville, NY 11747 are duly licensed and qualified as Professional Engineers under the laws of the State of New York; and

WHEREAS, the Consultant, Nelson & Pope Engineers and Land Surveyor, PLLC., herein submitted a Consulting Engineering Services Agreement on March 30, 2018 setting forth in detail the services to be performed, with a total amount not-to-exceed of \$265,160.00, representing that they are adequately staffed, skilled and experienced in the type of work proposed; and

WHEREAS, the said Agreement and all of its terms are deemed just and equitable and in the interest of the Town of Hempstead;

NOW, THEREFORE, BE IT

RESOLVED, that the Commissioner of The Department of Engineering is hereby authorized to execute, on behalf of the Town of Hempstead, the above referred to Agreement with Nelson & Pope Engineers and Land Surveyors, PLLC., for consulting services pertinent to Bellmore/Merrick/Seaford/Wantagh and Oceanside Drainage Improvements: Check Valves;, Town of Hempstead, Nassau County, New York, and the Comptroller be authorized and directed to make payments of such sums as from time to time may be required pursuant to said Agreement, to be made out of and charged against Town funds to be reimbursed from GOSR.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

35

Case #

16530

AGREEMENT
FOR CONSULTING ENGINEER

THIS AGREEMENT, made this _____ day of _____, 2018, 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 **N&P Engineers & Land Surveyor, PLLC (d/b/a Nelson & Pope, Engineers and Surveyors)**, 572 Walt Whitman Road, Melville, NY 11747 hereinafter referred to as the "CONSULTANT" **WITNESSETH:**

WHEREAS, The Town has entered into a Subrecipient Agreement with the Governor's Office of Storm Recovery for the purpose of implementing a NY Rising Community Reconstruction Program Project known as:

**BELLMORE/MERRICK, SEAFORD/WANTAGH AND OCEANSIDE DRAINAGE
IMPROVEMENTS: CHECK VALVES**

WHEREAS, the Town deems it desirable and necessary to obtain the services of a consulting engineer for the purpose of preparing the necessary surveys, reports, permits, work easements, plans, bid documents, and construction inspection and other engineering services pertinent to the aforementioned project; and

WHEREAS, the Town is eligible to apply for U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant-Disaster Recovery (CDBG-DR) funding for disaster recovery projects. Funding will be delivered through the NY Rising Community Reconstruction (NYRCR) Program, within the New York State Governor's Office of Storm Recovery (GOSR). Accordingly, the Consultant is obligated to comply with applicable federal and state laws and regulations set forth in Exhibit A (Supplementary Contract Conditions), as well as with the Town's Procurement Policy and Procedures. In addition, the Consultant is obligated to comply with all municipal codes, ordinances, and regulations. This project is funded by and conceived through the NY Rising Community Reconstruction Program of the Governor's Office of Storm Recovery.

WHEREAS, the Consultant herein submitted an engineering services scope of work and fee proposal on December 22, 2017 which is hereby made part of this agreement, representing that 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 under the laws of the State of New York; and

WHEREAS, all attachments and exhibits to this Contract are hereby incorporated by reference into this Contract and are considered a material part of this Contract. Should any provision(s) of this Contract (including any terms in any of the attachments and/or exhibits thereto and amendments thereof) be deemed to be in conflict with any other provision(s), the provisions shall be applied pursuant to the priority set forth in Part 1 (Order of Preference of Documents) of the Governor's Office of Storm Recovery Supplementary Conditions for Contracts.

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

NOW, THEREFORE THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

I. Subject to the direction and control of the Commissioner of Engineering of the Town, and in accordance with the Engineering Department Policies for the Preparation of Contract Documents, the Consultant agrees to perform the following work:

Project Description

Nelson & Pope will provide Engineering services to develop construction documents and provide construction administration and inspection services for numerous drainage improvement projects located throughout the Hamlets of Bellmore, Merrick, Seaford, Wantagh, and Oceanside. Comprehensive Drainage Study Improvement Plans have been previously developed for each Hamlet, particularly in areas located south of Merrick Road that are prone to consistent flooding resulting from regular tidal and normal storm events. The Comprehensive Drainage Improvement Plans identified numerous locations that are in need of improvement to alleviate the consistent flooding, and the Town has selected the most crucial project locations.

Scope of Work

Task I. Technical Design Report

- A. Preliminary Technical Design Report
- B. Final Technical Design Report:

Task II. Design Services

- A. Topographic Survey and Preparation of Base Mapping
- B. Right-Of-Way Maps:
- C. Coordination with Public Utilities
- D. 30% Design Plans
- E. 60% Design Plans
- F. Final Design Drawings and Specifications

Task III. Bid Review and Award

Task IV. Construction Inspection

Please see Appendix 'A' for a detailed Scope of Work.

II. TERMS OF COMPENSATION

A. The Town shall pay the Consultant for services under the tasks listed in Section I of this agreement in accordance with the following schedule:

TASK I Technical Design Report	\$ 14,600.00
TASK II Design Services	\$ 194,900.00
TASK III Bid Review & Analysis	\$ 4,460.00
TASK IV Construction Inspection	\$ 51,200.00
Total Amount	<u>\$ 265,160.00</u>

The Consultant will be reimbursed in the lump sum amounts shown above for Tasks 1-3. Partial payments for these tasks will be based upon percent of completion as determined by the Commissioner. *Task 4 is to be billed on a time card basis, not to exceed. For Construction Inspection services the following bill rate schedule, with a maximum multiplier of 2.2 included, shall not be exceeded:

Nicet II	75 \$/hr
Nicet III	100 \$/hr
Nicet IV	125 \$/hr
PM-Engineer	150 \$/hr
Principal	175 \$/hr

A design schedule, including but not limited to the preparation of preliminary design or 10% and 30% Schematic design; design development or 60% design; draft final or 90% design and 100% construction documents or Final Contract Documents, with all the critical completion dates for the above tasks, shall be prepared by the Consultant and approved by the Town and GOSR. If the design task is not achieved by the Consultant by the agreed to schedule deadlines, to the acceptance of the Town, payment will be withheld according to the payment schedule included in Section II. TERMS OF COMPENSATION.

The tasks include associated non-salaried costs such as reproduction of plans for utility and review submittals, draft and final reports, specifications and/or other miscellaneous items submitted for review to either the Town or private utility companies.

III. Payments under Section II hereof shall be billed monthly by the Consultant.

A. All claims for payment shall be made on claim forms furnished by the Town Comptroller, certified as approved by the Commissioner of Engineering.

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

V. All drawings and specifications submitted to the Town for final acceptance shall be accompanied by all necessary applications, certificates or approvals from all Town, County, State, Federal or other municipal departments having jurisdiction over any phase of the work.

Submission to such agencies shall be made by the Consultant in the name of the town unless otherwise notified.

VI. In the event that any claim is made or any action brought on any aspect other than the design concept of a construction contract in any way relating to the plans and specifications drawn by the Consultant, the Consultant will diligently render to the Town any and all assistance that the Town may require of the Consultant. If any specific services are required under this Section, the Town shall reimburse the Consultant at the rates outlined in Section II. None of the above shall be deemed in any way a waiver of the Consultant's responsibility for the integrity of their plans, specifications and construction supervision.

The Consultant agrees that he will comply with any and all applicable Federal, New York State and local laws, ordinances, statutes, rules and regulations and agrees to be responsible for and save the Town harmless from any and all claims, damages, costs and expenses arising from the performance of the work as provided by this agreement, including damage to person or property, and the defense, settlement or satisfaction of such claims.

VII. In addition to the foregoing services performed by the Consultant in relation to the above project, the Town may also utilize the services of the Consultant on work not specifically described herein. The nature and scope of such special services shall be described in a letter from the Commissioner of Engineering to the Consultant, directing him to proceed with any work as may be authorized by the Town Board.

VIII. 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.

IX. 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.

X. 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 insure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color or national origin. Such action shall 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.

XI. 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.

XII. Since it is intended to secure the personal services of:

N&P Engineers & Land Surveyor, PLLC
(d/b/a Nelson & Pope, Engineers and Surveyors)
572 Walt Whitman Road, Melville, NY 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.

XIII. The services to be performed by the Consultant shall at all times be subject to the direction and control of the Commissioner of Engineering 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 Engineering 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.

XIV. 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.

XV. The Town shall have the right to terminate this contract at its pleasure and pay for the services rendered by the Consultant to the date of the contract termination

XVI. In the event it is discovered at any phase of design that the estimated Total Project Construction Cost of the work is in excess of the Approved Construction Budget, or the bids received are in excess of the Approved Construction Budget, the Consultant shall revise, at its own cost and expense, all or any part of the Schematic Deliverables, the Design Development Deliverables, the Construction Documents or the Bid Documents necessary to bring the estimated Total Project Construction Cost within the Approved Construction Budget. In order to

reduce the estimated Total Project Construction Cost to the Approved Construction Budget, the Consultant shall, in addition to the above, at the Town's request and at no additional cost to the Town, (i) provide value engineering to reduce the estimated Total Project Construction Cost to the Approved Construction Budget; (ii) assist the Town in redefining the scope of the Project; (iii) incorporate all scope reductions and Project modifications into the modified Schematic Deliverables, Design Development Deliverables, Construction Documents or Bid Documents; and (iv) develop and incorporate bid alternates into the Construction Documents and Bid Documents.

XVII. Funding Program Requirements: Program requirements related to the Governor's Office of Storm Recovery are hereby made part of this agreement and are included as Exhibit A & Exhibit B.

- Exhibit A - Supplementary Conditions for Contracts (Exhibit E, 32 pages)
- Exhibit B - CDBG-DR Funded Professional Services Agreements in the NY Rising Community Reconstruction Program (1 page)
- Exhibit C - Insurance requirements
- Exhibit D - Project Timeline or Milestones
- Exhibit E - Subrecipient Contractor Utilization Plan

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

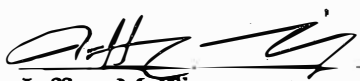
TOWN OF HEMPSTEAD

By: _____
Douglas L. Tuman, P.E., Esq.
Commissioner of Engineering

N&P ENGINEERS & LAND SURVEYOR, PLLC


By: 

Russell Z. Scott, P.E.
Partner

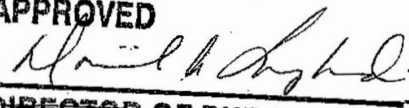
Approved By:


Jeffrey M. Tierny
Deputy Commissioner of Engineering

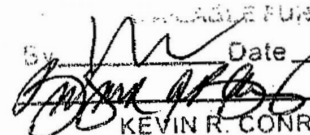
Date: 3/30/18

Form Approved:
 DTA

Date: 3/30/18

APPROVED


DIRECTOR OF PURCHASING
DEPUTY TOWN COMPTROLLER
3/30/18

By: 

Date: 4/2/18
KEVIN R. CONROY
TOWN COMPTROLLER

Got Joseph J. Ra
Town Attorney

Approved:

Kevin Conroy
Town Comptroller

Date _____

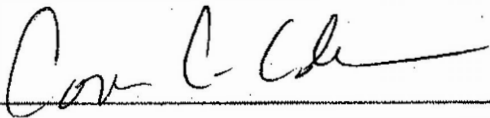
STATE OF NEW YORK)
)s.:
COUNTY OF NASSAU.)

On this _____ day of _____, 201____ before me personally came
DOUGLAS L. TUMAN, P.E., ESQ., of the TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW
YORK, who being by me duly sworn did depose and say that he resides at _____
that he is the
Commissioner of the Engineering Dept. of the TOWN OF HEMPSTEAD, NASSAU COUNTY,
NEW YORK, the corporation described in and which executed the above contract; that he
knows the corporate seal of said corporation; that the seal affixed to said contract is such
corporate seal; that it was so affixed by order of the TOWN BOARD of the TOWN OF
HEMPSTEAD, NASSAU COUNTY, NEW YORK, and that by like order he thereunto signed
his name and official designation.

Notary Public, State of New York

STATE OF NEW YORK)
 Suffolk)s.:
COUNTY OF NASSAU)

On this 29th day of March, 201¹⁸ before me personally came
Russell Z. Scott to me known and known to me, who, being by me by me duly
sworn did depose and say that he resides at 1001 4th Street, East Northport, NY 11731
and that he is the Partner of the
N&P Engineers & Land Surveyor, PLLC described in and which executed the foregoing instrument; that he
knows the seal of said PLLC, that the seal affixed to said instrument is
such seal; that it was so affixed by order said N&P Engineers & Land Surveyor, PLLC, and that he signed
his name thereto by like order.



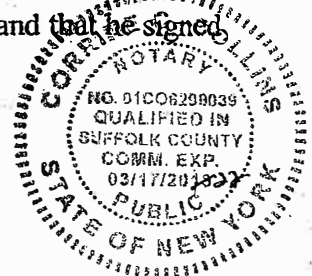


EXHIBIT A

SUPPLEMENTARY CONDITIONS FOR CONTRACTS

DEFINITIONS

“GOSR”: Governor’s Office of Storm Recovery and its successors and assigns, as well as the Housing Trust Fund Corporation and its successors and assigns, and its parent entities and their successors and assigns.

“Subrecipient”:

“Contractor”:

When these Supplementary Conditions are attached to any lower tier contract (e.g., a contract between Contractor (as defined above) and any subcontractor, or between Contractor’s direct or indirect subcontractors), references herein to “Subrecipient” shall be deemed to refer to the party seeking products and/or services, and references to “Contractor” shall be deemed to refer to the party providing products and/or services, and references to the “Agreement” or “Contract” or “contract” shall be deemed to refer to the agreement between such subcontracting parties.

ORDER OF PRECEDENCE

In the event of a conflict between the terms of these Supplementary Conditions and the terms of the remainder of the contract (including any other attachments thereto and amendments thereof), the terms of these Supplementary Conditions shall control.

In the event of a conflict among the requirements found in these Supplementary Conditions, which conflict would make it impossible to comply with all of the requirements set forth herein, the provisions shall be applied with the following priority:

- (1) Part I: Required Federal Provisions; then
- (2) Part II: Required State Provisions;

and the remaining requirements shall be interpreted in a manner so as to allow for the terms contained therein to remain valid and consistent with such superseding provisions. If any provision of these Supplementary Conditions relates to a matter embraced by another provision(s) of these Supplementary Conditions, but is not in conflict therewith, all such provisions shall apply. Any question as to which requirements control in a particular instance which cannot be resolved by Contractor and Subrecipient shall be submitted in writing (indicating the issue and the applicable provisions) by Subrecipient to GOSR, which shall decide the applicable question.

PART I: REQUIRED FEDERAL PROVISIONS

The following terms and conditions apply to any contract for which any portion of the funding is derived from a grant made by the United States Department of Housing and Urban Development ("HUD").

GENERAL CONDITIONS

1. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.
2. **STATUTORY AND REGULATORY COMPLIANCE.** Contractor shall comply with all laws and regulations applicable to the Community Development Block Grant-Disaster Recovery funds appropriated by the Disaster Relief Appropriations Act, 2013 (Pub. L. 113-2), including but not limited to the applicable Office of Management and Budget Circulars, which may impact the administration of funds and/or set forth certain cost principles, including the allowability of certain expenses.
3. **BREACH OF CONTRACT TERMS.** The Subrecipient and GOSR reserve their rights to all administrative, contractual, or legal remedies, including but not limited to suspension or termination of this contract, in instances where the Contractor or any of its subcontractors violate or breach any contract term. If the Contractor or any of its subcontractors violate or breach any contract term, they shall be subject to such sanctions and penalties as may be appropriate. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
4. **REPORTING REQUIREMENTS.** The Contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by the Subrecipient and GOSR. The Contractor shall cooperate with all Subrecipient and GOSR efforts to comply with HUD requirements and regulations pertaining to reporting, including but not limited to 2 CFR Part 200 and 24 C.F.R. § 570.507.
5. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the federal government, GOSR, and the Subrecipient in any resulting invention in accordance with 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by HUD.

6. **DEBARMENT, SUSPENSION, AND INELIGIBILITY.** The Contractor represents and warrants that it and its subcontractors are not debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs subject to 2 C.F.R. Part 2424. The Contractor shall notify the Subrecipient and GOSR should it or any of its subcontractors become debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs subject to 2 C.F.R. Part 2424.

7. **CONFLICTS OF INTEREST.** The Contractor shall notify the Subrecipient as soon as possible if this contract or any aspect related to the anticipated work under this contract raises an actual or potential conflict of interest (as described in 2 CFR Part 200). The Contractor shall explain the actual or potential conflict in writing in sufficient detail so that the Subrecipient is able to assess such actual or potential conflict. The Contractor shall provide the Subrecipient any additional information necessary for the Subrecipient to fully assess and address such actual or potential conflict of interest. The Contractor shall accept any reasonable conflict mitigation strategy employed by the Subrecipient, including but not limited to the use of an independent subcontractor(s) to perform the portion of work that gives rise to the actual or potential conflict. If requested by GOSR, Contractor shall sign a certification affirming that it has no conflict of interest arising from performance of work on a specific task.

8. **SUBCONTRACTING.** The Contractor represents to the Subrecipient that all work shall be performed by personnel experienced in the appropriate and applicable profession and areas of expertise, taking into account the nature of the work to be performed under this contract.

The Contractor will include these Required Federal Provisions in every subcontract issued by it so that such provisions will be binding upon each of its subcontractors as well as the requirement to flow down such terms to all lower-tiered subcontractors.

9. **ASSIGNABILITY.** The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the Subrecipient.

10. **INDEMNIFICATION.** The Contractor shall indemnify, defend, and hold harmless the Subrecipient, GOSR, and their agents and employees from and against any and all claims, actions, suits, charges, and judgments arising from or related to the negligence or willful misconduct of the Contractor in the performance of the services called for in this contract.

11. **TERMINATION FOR CAUSE (Applicable to contracts exceeding \$10,000).** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Subrecipient shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this contract shall, at the option of the Subrecipient, become the Subrecipient's property and the Contractor

shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the Subrecipient for damages sustained by the Subrecipient by virtue of any breach of the contract by the Contractor, and the Subrecipient may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Subrecipient from the Contractor is determined.

12. TERMINATION FOR CONVENIENCE (Applicable to contracts exceeding \$10,000).

The Subrecipient may terminate this contract at any time by giving at least ten (10) days' notice in writing to the Contractor. If the contract is terminated by the Subrecipient as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date.

13. LOBBYING (Applicable to contracts exceeding \$100,000). The Contractor certifies, to the best of his or her knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

14. BONDING REQUIREMENTS (Applicable to construction and facility improvement contracts exceeding \$100,000). The Contractor shall comply with New York State bonding requirements, unless they have not been approved by HUD, in which case the Contractor shall comply with the following minimum bonding requirements:

- A. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
- B. A performance bond on the part of the Contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the Contractor's obligations under such contract.
- C. A payment bond on the part of the Contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

15. ACCESS TO RECORDS. The Subrecipient, GOSR, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, shall have, at any time and from time to time during normal business hours, access to any work product, books, documents, papers, and records of the Contractor which are related to this contract, for the purpose of inspection, audits, examinations, and making excerpts, copies and transcriptions.

16. MAINTENANCE/RETENTION OF RECORDS. Contractor shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement (collectively, the "Records") (i) for three (3) years from the time of closeout of HUD's grant to the State or for the period provided in the CDBG regulations at 24 CFR 570.487 (or other applicable laws and program requirements) and 24 CFR 570.488, or (ii) for six (6) years after the closeout of a CDBG-DR funded project pursuant to 42 USC 12707(a)(4) and New York Civil Practice Law and Rules § 213, whichever may be longer, provided that Section 1 of the Required State Provisions herein is also satisfied.

CIVIL RIGHTS AND DIVERSITY PROVISIONS

17. SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS. The Contractor will comply with the small and minority firms, women's business enterprise, and labor surplus area requirements as set forth at 2 CFR Part 200. Contractor will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of the contract. As used in these Required Federal Provisions, the terms "small business" means a business that meets the criteria set forth in Section 3(a) of the Small Business Act, as amended (15 U.S.C. § 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed, or Spanish-heritage Americans, Asian-

Americans, and American Indians. Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

The Contractor will take necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used in subcontracting when possible. Steps include:

- A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- E. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

18. TITLES VI AND VIII OF THE CIVIL RIGHTS ACT OF 1964 AND EXECUTIVE ORDER 11063. The Contractor shall comply with the provisions of Titles VI and VIII of the Civil Rights Act of 1964 and with Executive Order 11063. No person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. No person shall, on the grounds of race, color, religion, sex, or national origin, be discriminated against in the sale, rental, or financing of dwellings. To the extent that any such sale, lease or other transfer of land shall occur, Contractor, in undertaking its obligation to carry out the Program assisted hereunder, will not itself so discriminate.

19. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974. The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

20. SECTION 504 OF THE REHABILITATION ACT OF 1973 AND THE AMERICANS WITH DISABILITIES ACT OF 1990. The Contractor shall comply with

section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as amended, and any applicable regulations, and with the Americans with Disabilities Act of 1990 (42 U.S.C. § 126), as amended, and any applicable regulations.

The Contractor agrees that no qualified individual with handicaps shall, solely on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives federal financial assistance from HUD.

21. AGE DISCRIMINATION ACT OF 1975. The Contractor shall comply with the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), as amended, and any applicable regulations. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

22. NONDISCRIMINATION.

The Contractor shall comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 C.F.R. § 570.607. The applicable non-discrimination provisions in Section 109 of the Housing and Community Development Act of 1974 are still applicable. The Contractor shall comply with all other federal statutory and constitutional non-discrimination provisions. During the performance of this contract, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a

part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

- D. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- H. The Contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

With respect to construction contracts and subcontracts exceeding \$10,000, The Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967; Executive Order

11478 of August 8, 1969; Executive Order 12107 of December 28, 1978; Executive Order 12086 of October 5, 1978; and as supplemented in Department of Labor regulations (41 C.F.R. Part 60). Subrecipient shall include the following Specifications, which are required pursuant to 41 CFR 60-4.3 in all federally assisted contracts and subcontracts. For the purposes of the Equal Opportunity Construction Contract Specifications and Clause below, the term "Construction Work" means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

Standard Federal Equal Employment Opportunity Construction Contract Specifications for Contracts and Subcontracts in Excess of \$10,000. (Federal Notice Required by 41 CFR 60-4.3)

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - d. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the contractor or any subcontractor at any tier, subcontracts a portion of the work involving any Construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this Agreement resulted.
3. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or

through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this Agreement resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each Construction trade in which it has employees in the covered area. Covered Construction contractors performing Construction Work in geographical areas where they do not have a Federal or federally assisted Construction contract shall apply the minority and female goals established for the geographical areas where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each

Construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or woman sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where Construction Work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of Construction Work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with

other contractors and subcontractors with whom the contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female Construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the Program are reflected in the contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246 or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs.

12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, Construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of

requirements for hiring of local or other areas residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

23. CERTIFICATION OF NONSEGREGATED FACILITIES (Applicable to construction contracts exceeding \$10,000). The Contractor certifies that it does not maintain or provide for its establishments, and that it does not permit employees to perform their services at any location, under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for employees any segregated facilities at any of its establishments, and it will not permit employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this certification is a violation of the nondiscrimination clause of this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

The Contractor further agrees that (except where it has obtained for specific time periods) it will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the nondiscrimination clause; that it will retain such certifications in its files; and that it will forward the preceding notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

24. SECTION 503 OF THE REHABILITATION ACT OF 1973 (Applicable to contracts exceeding \$10,000). The Contractor shall comply with section 503 of the Rehabilitation Act of 1973 (29 U.S.C. § 793), as amended, and any applicable regulations.

A. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:

1. Recruitment, advertising, and job application procedures;
2. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
3. Rates of pay or any other form of compensation and changes in compensation;
4. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
5. Leaves of absence, sick leave, or any other leave;

6. Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
 7. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
 8. Activities sponsored by the Contractor including social or recreational programs; and
 9. Any other term, condition, or privilege of employment.
- B. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
- C. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
- D. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The Contractor must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).
- E. The Contractor will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.
- F. The Contractor will include the provisions of this clause in every subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

25. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 (Applicable to contracts exceeding \$100,000 in value for housing construction, rehabilitation, or other public construction).

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 C.F.R. Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, the availability of apprenticeship and training positions, the qualifications for each, the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.
- D. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. Part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 135.
- E. The Contractor will certify that any vacant employment positions, including training positions, that are filled: (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. Part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 C.F.R. Part 135.
- F. Noncompliance with HUD's regulations in 24 C.F.R. Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of

contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

- H. Irrespective of any applicable federal reporting requirements as noted in the statutory language above or otherwise, Contractor shall submit quarterly reports along with any supporting documentation, in a form acceptable to Subrecipient, of its Section 3 compliance efforts to Subrecipient. Contractor may be required to consolidate all reports received from subcontractors and lower-tiered subcontractors into a single report or several reports as reasonably requested by Subrecipient. Notwithstanding the provision of such reports and supporting documentation, Contractor shall maintain copies of all reports and supporting documents as set forth in these Supplementary Conditions.

26. FAIR HOUSING ACT. Contractor shall comply with the provisions of the Fair Housing Act of 1968 as amended. The act prohibits discrimination in the sale or rental of housing, the financing of housing or the provision of brokerage services against any person on the basis of race, color, religion, sex, national origin, handicap or familial status. Contractor shall comply with the provisions of the Equal Opportunity in Housing Act, which prohibits discrimination against individuals on the basis of race, color, religion, sex or national origin in the sale, rental, leasing or other disposition of residential property, or in the use or occupancy of housing assisted with federal funds.

LABOR PROVISIONS

27. COPELAND "ANTI-KICKBACK" ACT (Applicable to all construction or repair contracts). Salaries of personnel performing work under this contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the Copeland "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; 18 U.S.C. § 874; and 40 U.S.C. § 276c). The Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to ensure compliance by subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

28. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (Applicable to construction contracts exceeding \$2,000 and contracts exceeding \$2,500 that involve the employment of mechanics or laborers). The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-330) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

All laborers and mechanics employed by contractors or subcontractors shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act, and the contractors and subcontractors shall comply with all regulations issued pursuant to that act and with other applicable federal laws and regulations pertaining to labor standards.

29. DAVIS-BACON ACT AND OTHER LABOR COMPLIANCE (Applicable to construction contracts exceeding \$2,000 when required by federal program legislation).

The Contractor shall comply with the Davis Bacon Act (40 U.S.C. §§ 276a to 276a-7) as supplemented by Department of Labor regulations (29 C.F.R. Part 5), and all other applicable federal, state, and local laws and regulations pertaining to labor standards insofar as they apply to the performance of this agreement. In addition, Contractor shall comply with the Federal Labor Standards Provisions set forth in Form HUD-4010, available at http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_12586.pdf.

All laborers and mechanics employed by contractors or subcontractors, including employees of other governments, on construction work assisted under this contract, and subject to the provisions of the Federal acts and regulations listed in this paragraph, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis Bacon Act. The Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to Subrecipient and GOSR for review upon request.

If Contractor is engaged under a contract in excess of \$2,000 for construction, renovation, or repair work financed in whole or in part with assistance provided by GOSR, Contractor agrees, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, to comply and to cause all subcontractors engaged under such contracts to comply with federal requirements adopted by GOSR pertaining to such contracts and with the applicable requirements of the Department of Labor under 29 C.F.R. Parts 1, 3, 5, and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is to relieve Contractor of its obligation, if any, to require payment of the higher wage. Contractor shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

ENVIRONMENTAL PROVISIONS

30. ENERGY EFFICIENCY. The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the New York State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

31. SOLID WASTE DISPOSAL. Pursuant to 2 CFR § 200.322, Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (codified at 42 USC § 6962). The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

32. CERTIFICATION OF COMPLIANCE WITH ENVIRONMENTAL LAWS.

The Contractor and all subcontractors agree to comply with the following requirements (and their state and/or local counterparts or analogues, if any) insofar as they apply to the performance of this Agreement as any of the following may hereinafter be amended, superseded, replaced, or modified:

- A. Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951, 3 C.F.R., 1977 Comp., p. 117, as interpreted at 24 C.F.R. Part 55), and Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961, 3 C.F.R., 1977 Comp., p. 121);
- B. Coastal Zone Management Act of 1972, as amended (16 U.S.C. § 1451 *et seq.*);
- C. Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300(f) *et seq.*, and 21 U.S.C. § 349, as amended), and EPA regulations for Sole Source Aquifers (40 C.F.R. Part 149);
- D. Endangered Species Act of 1973, as amended (16 U.S.C. § 1531 *et seq.*);
- E. Wild and Scenic Rivers Act of 1968, as amended (16 U.S.C. § 1271 *et seq.*);
- F. Clean Air Act, as amended (42 U.S.C. § 7401 *et seq.*);
- G. EPA regulations for Determining Conformity of Federal Actions to State or Federal Implementation Plans (40 C.F.R. Parts 6, 51, and 93);
- H. Farmland Protection Policy Act of 1981 (7 U.S.C. § 4201 *et seq.*), and USDA regulations at 7 C.F.R. Part 658;
- I. HUD criteria and standards at 24 C.F.R. Part 51;
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, Feb. 11, 1994 (59 FR 7629, 3 C.F.R., 1994 Comp. p. 859);
- K. Flood Disaster Protection Act of 1973, as amended (42 U.S.C. § 4001-4128);

- L. National Flood Insurance Reform Act of 1994 (42 U.S.C. § 5154a);
- M. Coastal Barrier Resources Act, as amended by the Coastal Barrier Improvement Act of 1990 (16 U.S.C. § 3501);
- N. Runway Clear Zone regulations (24 C.F.R. Part 51);
- O. Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251, *et seq.*), commonly known as the Clean Water Act, and all regulations and guidelines issued thereunder;
- P. Environmental Protection Agency ("EPA") regulations at 40 C.F.R. Part 50, as amended;
- Q. HUD regulations at 24 C.F.R. Part 51, Subpart B, and New York State and local laws, regulations, and ordinances related to noise abatement and control, as applicable;
- R. HUD regulations at 24 C.F.R. Part 51 Subpart C regarding siting of projects near hazardous operations handling conventional fuels or chemicals of an explosive or flammable nature;
- S. HUD and EPA regulations related to asbestos-containing material and lead-based paint, including but not limited to Part 56 of Title 12 of the Official Compilation of Codes, Rules and Regulations of the State of New York Department of Labor (12 NYCRR 56), the National Emission Standard for Asbestos (40 C.F.R. § 61.145), the National Emission Standard for Asbestos (40 C.F.R. § 61.150), and 24 C.F.R. Part 35 Subparts B, H, and J; and
- T. All other applicable environmental laws that may exist now or in the future.

Further, Contractor shall abide by any conditions or requirements set forth in any environmental review performed pursuant to 24 C.F.R. Part 58, which are HUD's regulations for Responsible Entities implementing the National Environmental Policy Act.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the Subrecipient, the following:

- A. A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the Excluded Party Listing System pursuant to 40 C.F.R. Part 32 or on the List of Violating Facilities issued by the EPA pursuant to 40 C.F.R. Part 15, as amended.
- B. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. § 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. § 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

- C. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the Excluded Party Listing System or the EPA List of Violating Facilities.

- D. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraphs A through D of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

PART II: REQUIRED STATE PROVISIONS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "Contract") agree to be bound by the following clauses which are hereby made a part of the Contract.

1. **ACCOUNTING RECORDS.** The Contractor shall establish and maintain complete Records, including accurate books, records, documents, accounts and other evidence directly pertinent to performance of work done for the Subrecipient under this Contract consistent with generally accepted bookkeeping practices. Subrecipient shall retain the Records, including all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement (i) for three (3) years from the time of closeout of HUD's grant to the State or for the period provided in the CDBG regulations at 24 CFR 570.487 (or other applicable laws and program requirements) and 24 CFR 570.488, or (ii) for six (6) years after the completion of a CDBG-DR funded project pursuant to 42 USC 12707(a)(4) and New York Civil Practice Law and Rules § 213, whichever may be longer, provided that Section 16 of the Required Federal Provisions herein is also satisfied. The Subrecipient, GOSR, and any person or entity authorized to conduct an examination shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The Subrecipient and GOSR shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform the Subrecipient and GOSR, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the Subrecipient's or GOSR's right to discovery in any pending or future litigation.

2. **NON-ASSIGNABILITY.** This Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous consent in writing of the Subrecipient and GOSR, and any attempts to assign the Contract without such written consent are null and void. However, this Contract shall be binding upon and inure to the benefit of the Subrecipient and GOSR, and their successors and assigns.

3. **INDEMNITY.** The Contractor shall indemnify and hold New York State and the Housing Trust Fund Corporation and their employees, officers, Members and Directors (collectively, the "Indemnities") harmless from and against all claims, demands, liability, loss, cost, damage or expense, including attorney's fees, which may be incurred by the Indemnities because of negligence or malfeasance on the part of the Contractor arising out of this Contract.

4. **NON-DISCRIMINATION.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any

employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status, domestic violence victim status, pregnancy, religious practice, presence of a service animal, or criminal conviction. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. Contractor is subject to fines of \$50 per person per day for any violation of Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

If directed to do so by the State Commissioner of Human Rights ("Commissioner"), the Contractor will send to each labor union to which the Contractor is bound a notice provided by the Commissioner advising of this provision. The Contractor will keep posted in conspicuous places notices of the Commissioner regarding laws against discrimination. The Contractor will state in all advertisements for employees that all qualified applicants will be afforded equal opportunities without discrimination because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status.

If the Contractor has fifteen or more employees, it is an unlawful employment practice for the Contractor to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to the individual's compensation, terms, conditions, or privileges of employment, or to limit, segregate, or classify employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect an individual's status as an employee, because of such individual's race, color, religion, sex, or national origin, or because an individual opposed any practice made unlawful by Title VII of the Civil Rights Act of 1964, as amended, or because he or she made a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under that Title, and that it shall be an unlawful employment practice to print or publish or cause to be printed or published any notice or advertisement relating to employment indicating any preference, limitation, specification, or discrimination on the basis of race, color, religion, sex, or national origin.

If the Contractor has fifteen or more employees, the Contractor: (1) will make and keep such records relevant to the determinations of whether unlawful employment practices have been or are being committed; (2) will preserve such records for such periods as the Equal Employment Opportunity Commission ("EEOC") shall prescribe by regulation; (3) will make such reports therefrom as the EEOC shall prescribe by regulation or order; (4) must post and keep posted in conspicuous places upon its premises where notices to employees and applicants for employment are customarily posted a notice prepared or approved by the EEOC setting forth excerpts from, or summaries of, pertinent provisions of Title VII of the Civil Rights Act of 1964, as amended, and information pertinent to the filing of a complaint.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will comply with all non-discriminatory employment practices, will furnish all information deemed necessary by the Commissioner, and will permit the Commissioner access to its records to ascertain compliance. The Contractor will bind all subcontractors hired to perform services in connection with this Contract to the requirements of this section, take such action for enforcement as the Commissioner may direct, and notify the Commissioner if such action results in litigation. This Contract may be terminated by Subrecipient upon the Commissioner's finding of non-compliance with this section, and the Contractor may be declared ineligible for future contracts with an agency of the state or a public authority until the Contractor satisfies the Commissioner of compliance.

5. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby the Agency or Agencies, is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the Agency or Agencies, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

- A. The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on Subrecipient's contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;
- B. At the request of the Subrecipient or GOSR, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and
- C. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of this Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of A through C above in every subcontract. Section 312 does not apply to: (i) work, goods or services unrelated to this Contract; or (ii) employment

outside New York State. Subrecipient and GOSR shall consider compliance by a Contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The Subrecipient and GOSR shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, Subrecipient and GOSR shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

6. OPPORTUNITIES FOR MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES. Contractor shall make a good faith effort to solicit active participation by enterprises identified in the New York State Minority and Women-Owned Business Enterprises Directory of Certified Firms in order to promote Subrecipient's obligation to make good-faith efforts to promote and assist the participation of certified M/WBEs through the use of contractors and their subcontractors in an amount equal to fifteen percent (15%) minority-owned business enterprises ("MBE") and fifteen percent (15%) women-owned business enterprises ("WBE").

Contractor agrees to be bound by the provisions of Section 316 of Article 15-A of the Executive Law, which pertain to enforcement of Article 15-A.

7. PROPRIETARY INFORMATION. All memoranda, analyses, spreadsheets and other pertinent documents or writings, including reports and financial statements developed or prepared by, or for, the Contractor in connection with the performance of this Contract are "Proprietary Information" and shall be, and remain, the property of the Subrecipient. All original documents constituting Proprietary Information shall be delivered to the Subrecipient by the Contractor, or any subcontractor, or any other person possessing them, upon the termination of this Contract or upon the earlier request of the Subrecipient, except that the Contractor may retain copies for its files. Proprietary Information may not be utilized, disclosed or otherwise made available to other persons by the Contractor without the prior written approval of the Subrecipient. The provisions of this section shall be in addition to, and not in derogation of, any duty imposed upon the Contractor by any law, regulation or rule governing professional conduct respecting confidentiality.

8. COPYRIGHT. If this Agreement results in any copyrightable material or inventions, the Subrecipient, GOSR, and/or HUD reserve the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes. This clause shall survive indefinitely the termination of this Agreement for any reason.

9. ENVIRONMENTAL LAWS. Contractor shall comply with any and all applicable New York State and local environmental laws, including all permits and approvals issued thereunder. Additionally, Contractor shall comply with any and all conditions or requirements set forth in an environmental review performed pursuant to the State Environmental Quality Review Act.

10. **SECTION HEADINGS.** The caption of sections in this Contract are inserted solely for convenience of reference and are not intended to define, limit, or describe the scope of this Contract or any provision hereof or to otherwise affect this Contract in any way. The section headings shall not be considered in any way in construing this Contract.

11. **COUNTERPARTS.** This Contract may be executed in any number of counterparts. Each such counterpart shall be deemed to be a duplicate original. All such counterparts shall constitute but one and the same instrument.

12. **GOVERNING LAW.** This Contract has been executed and delivered in, and shall be construed and enforced in accordance with the laws of, the State of New York. In the event of conflict between New York State law and federal laws and regulations, the latter shall prevail.

13. **WORKERS' COMPENSATION.** This Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

14. **NO ARBITRATION.** Disputes involving this Contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

15. **SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), the Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service of process hereunder shall be complete upon the Contractor's actual receipt of process or upon the Subrecipient's receipt of the return thereof by the United States Postal Service as refused or undeliverable. The Contractor must promptly notify the Subrecipient, in writing, of each and every change of address to which service of process can be made. Service of process by the Subrecipient to the last known address shall be sufficient. The Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

16. **NON-COLLUSIVE BIDDING CERTIFICATION.** If this Contract was awarded based upon the submission of a bid or proposal, the Contractor affirms, under penalty of perjury, that the prices in its bid or proposal were arrived at independently, without collusion, consultation, communication, or agreement, for the purpose of restricting competition, or as to any matter relating to such prices with any other Contractor or with any competitor.

17. **LOBBYING REFORM LAW DISCLOSURE.** If the procurement of the goods or services provided herein were applicable to Lobbying Reform Law Disclosure as pursuant to State Finance Law §§139-j and 139-k, the Subrecipient reserves the right to terminate this Contract in the event it is found that the certification filed by the Offerer/Bidder in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the Subrecipient may exercise their termination right by providing written notification to the Contractor.

18. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

19. GENERAL RESPONSIBILITY LANGUAGE. The Contractor shall at all times during Contract term remain responsible. The Contractor agrees, if requested by Subrecipient or GOSR, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

For purposes of this Agreement, Contractor responsibility generally means that the Contractor has the integrity to justify the award of public dollars and the capacity to perform the requirements of this Contract fully. In connection herewith, to the extent that the Subrecipient may make certain determinations with respect to Contractor responsibility, wherein the Subrecipient determines whether it has reasonable assurances that a Contractor is responsible, is an important part of the procurement process, promoting fairness in contracting, mitigating contract issues, and protecting the Contractor and the Subrecipient against failed contracts. In making such a responsibility determination, the Subrecipient shall evaluate the Contractor's responsibility with respect to four factors: (i) financial and organizational capacity; (ii) legal authority to do business in New York State; (iii) integrity; and (iv) previous performance.

20. SUSPENSION OF WORK (for Non-Responsibility). The Subrecipient reserves the right to suspend any or all activities under this Contract, at any time, when the Subrecipient discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Subrecipient issues a written notice authorizing a resumption of performance under the Contract.

21. TERMINATION (for Non-Responsibility). Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate Subrecipient staff, the Contract may be terminated by the Subrecipient at the Contractor's expense where the Contractor is determined by the Subrecipient to be non-responsible. In such event, the Subrecipient may complete the contractual requirements in any manner they deem advisable and pursue available legal or equitable remedies for breach.

22. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or

extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the Subrecipient.

During the term of the Contract, should the Subrecipient receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the Subrecipient will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the Subrecipient shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The Subrecipient reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

PART III: INSURANCE

A. Unless otherwise directed by GOSR, Contractor shall procure and maintain without interruption, at its sole cost and expense, during the term of this Agreement (or any extensions thereof) and for a period of two years thereafter, insurance of the type, and with limits and deductibles, as follows:

- a. Commercial General Liability Insurance and Excess Liability Insurance. Providing both bodily injury (including death) and property damage insurance with limits in the aggregate and per occurrence in accordance with the following table:

Contract Value	Commercial General Liability in combination with Excess (Umbrella) Liability	
	Each Occurrence	General Aggregate
< \$10M	\$2,000,000	\$2,000,000
>\$10M - \$50M	\$5,000,000	\$5,000,000
>\$50M	\$10,000,000	\$10,000,000

Such insurance is to be written on an occurrence basis with defense outside of limits. New York State, the New York State Housing Trust Fund Corporation, and the Subrecipient shall each be named as an additional insured. The minimum required level of insurance may be provided through a combination of commercial general liability and umbrella and/or excess liability policies.

- b. Automobile Liability and Property Damage Insurance. In an amount not less than One Million Dollars (\$1,000,000) combined single limit for both Bodily Injury and Property Damage.
- c. Professional Liability. If the Contractor is engaged in providing professional services under this Agreement, professional errors and omissions coverage with a limit not less than Two Million Dollars (\$2,000,000) in the aggregate and One Million Dollars (\$1,000,000) per occurrence. If the Contractor is not engaged in providing professional services under this Agreement, this professional errors and omissions coverage is not required.
- d. Worker's Compensation. Covering workers' compensation and employers' liability and disability benefits as required by the State of New York.

B. In addition to the foregoing, Contractor and any subcontractors shall procure and maintain any and all insurance which is required by any applicable current or future law, rule, regulation, ordinance, permit, license, order or other legal requirement.

C. All insurance shall be primary and non-contributory and shall waive subrogation against GOSR and the Subrecipient and all of either of their former, current, or future officers, directors, and employees. No deductible of more than \$50,000 shall be permitted without

advance written approval by GOSR, which GOSR may withhold, condition or deny in its sole and exclusive discretion.

- D. The Contractor shall provide Certificates of Insurance to GOSR and the Subrecipient prior to the commencement of work and shall provide full and complete copies of the actual policies and all endorsements upon request. Subcontractors under this Agreement shall be required to maintain insurance meeting all of the requirements set forth in Section A above for items a-d; however Contractor shall require subcontractors to maintain greater limits and/or other or additional insurance coverages if greater limits and/or other or additional insurance coverages are (a) generally imposed by the Contractor given its normal course of business for subcontracts for similar work or services to those being provided by the subcontractor at issue; or (b) reasonable and customary in the industry for similar work or services to those anticipated hereunder.
- E. If the above insurance requirements are potentially excessive because they exceed the type and/or amount of insurance which is reasonable and customary for similar work or services in the same general geographic area, Contractor shall, within fifteen (15) calendar days of the execution of this Agreement, provide written notice of the same to GOSR, along with a written summary of the type and amount of insurance Contractor believes is reasonable and customary for similar work or services in the same general geographic area. GOSR may, in GOSR's sole and exclusive discretion, but is under no obligation to, waive, decrease, or otherwise alter or amend the insurance requirements in light of this notice. However, notwithstanding anything to the contrary herein, nothing in this paragraph requires or shall be deemed to require GOSR to waive, decrease, alter or amend, in whole or in part, any insurance requirements as a result of the foregoing notice from Contractor or for any other reason, and no waiver, decrease, alteration or amendment shall be made except as approved in advance and in writing by GOSR.
- F. If the above insurance requirements are potentially inadequate because they do not meet or exceed the type and/or amount of insurance which is reasonable and customary for similar work or services in the same general geographic area, Contractor shall, within fifteen (15) calendar days of the execution of this Agreement, provide written notice of the same to GOSR, along with a written summary of the type and amount of insurance Contractor believes is reasonable and customary for similar work or services in the same general geographic area. GOSR may, in GOSR's sole and exclusive discretion, but is under no obligation to increase, supplement, expand, or otherwise alter or amend the insurance requirements in light of this notice. However, notwithstanding anything to the contrary herein, nothing in this paragraph requires or shall be deemed to require GOSR to increase, supplement, expand, or otherwise alter or amend, in whole or in part, any insurance requirements as a result of the foregoing notice from Contractor or for any other reason, and no increase, supplement, expansion or other alteration or amendment shall be made except in an amendment to this Agreement, as approved in advance and in writing by GOSR.

PART IV: REPORTING

Elation Systems, Inc. is a provider of cloud-based diversity and labor compliance reporting and management services. The Governor's Office of Storm Recovery (GOSR) has adopted this web-based compliance management system to help all of its Contractors, Subrecipients, and Subrecipient's Contractors receiving federal funds to adhere to Labor Compliance (Davis-Bacon), Minority and Women Owned Business (MWBE) and Section 3 reporting requirements.

Contractors, Subrecipients, and Subrecipient's Contractors must comply with instructions from GOSR on how and when to meet all reporting requirements, and how to utilize Elation to satisfy those requirements.

To this end, all Contractors, Subrecipients, and Subrecipient's Contractors must register with Elation Systems and attend an online training on the use of this tool. GOSR offers a series of virtual training events. GOSR requires all parties receiving federal funds through GOSR programs to use the Elation Systems application to make reporting requirements easier, faster and simpler to complete.

Prior to participating in training, it is necessary to create an Elation account. An account may be created at <https://www.elationsys.com/app/Registration/>.

Questions related to reporting requirements should be directed to GOSR's Monitoring and Compliance team at stormrecovery.dl.gosr-monitoring&compliance@stormrecovery.ny.gov.

EXHIBIT B

**CBDG-DR FUNDED PROFESSIONAL SERVICES AGREEMENTS
IN THE NY RISING
COMMUNITY RECONSTRUCTION PROGRAM (1 PAGE)**

07/27/2015

**CDBG-DR Funded Professional Services Agreements in the
NY Rising Community Reconstruction Program**

- Pursuant to your Subrecipient Agreement, you must include the most recent version of the Governor's Office of Storm Recovery Supplementary Conditions for Contracts (Supplementary Conditions), a version of which was attached to that Subrecipient Agreement as Exhibit E, in any contract you enter into under that Subrecipient Agreement for the purpose of implementing a NY Rising Community Reconstruction Program project. In order to do so, you must:
 1. Attach the most recent version of the Supplementary Conditions to your professional services agreement prior to execution; and
 2. Enter the names of the Subrecipient and the Contractor in the Definitions section of the Supplementary Conditions; and
 3. Include the following language in your professional services agreement, or similar language that incorporates the provisions of the Supplementary Conditions into your professional services agreement. Please note that "Contract" must be defined in your agreement, and can be replaced with "Agreement" or other language as applicable.

"All attachments and exhibits to this Contract are hereby incorporated by reference into the Contract and are considered a material part of this Contract. Should any provision(s) of this Contract (including any terms in any of the attachments and/or exhibits thereto and amendments thereof) be deemed to be in conflict with any other provision(s), the provisions shall be applied pursuant to the priority set forth in the Order of Precedence section of the Governor's Office of Storm Recovery Supplementary Conditions for Contracts."

- Please note that:
 - You must obtain GOSR's consent prior to entering into an agreement with any contractor that will provide services under that Subrecipient Agreement.
 - In the case of a contractor procured using a Request for Qualifications where there is no price competition, profit must be negotiated as a separate element of the price for the contract.
 - "Cost plus a percentage of cost" and "percentage of construction cost" methods of contracting are not permitted.
 - Your agreement must include performance measures; for example, a schedule or timeframe for submission of deliverables with penalties if goals are not met.

Should you have any questions please contact your GOSR Regional Lead and/or Project Coordinator.

EXHIBIT C

INSURANCE REQUIREMENTS

PART III: INSURANCE

A. Unless otherwise directed by GOSR, Contractor shall procure and maintain without interruption, at its sole cost and expense, during the term of this Agreement (or any extensions thereof) and for a period of two years thereafter, insurance of the type, and with limits and deductibles, as follows:

a. Commercial General Liability Insurance and Excess Liability Insurance. Providing both bodily injury (including death) and property damage insurance with limits in the aggregate and per occurrence in accordance with the following table:

Contract Value	Commercial General Liability in combination with Excess (Umbrella) Liability	
	Each Occurrence	General Aggregate
< \$10M	\$2,000,000	\$2,000,000
>\$10M - \$50M	\$5,000,000	\$5,000,000
>\$50M	\$10,000,000	\$10,000,000

Such insurance is to be written on an occurrence basis with defense outside of limits. New York State, the New York State Housing Trust Fund Corporation, and the Subrecipient shall each be named as an additional insured. The minimum required level of insurance may be provided through a combination of commercial general liability and umbrella and/or excess liability policies.

- b. Automobile Liability and Property Damage Insurance. In an amount not less than One Million Dollars (\$1,000,000) combined single limit for both Bodily Injury and Property Damage.
- c. Professional Liability. If the Contractor is engaged in providing professional services under this Agreement, professional errors and omissions coverage with a limit not less than Two Million Dollars (\$2,000,000) in the aggregate and One Million Dollars (\$1,000,000) per occurrence. If the Contractor is not engaged in providing professional services under this Agreement, this professional errors and omissions coverage is not required.
- d. Worker's Compensation. Covering workers' compensation and employers' liability and disability benefits as required by the State of New York.

B. In addition to the foregoing, Contractor and any subcontractors shall procure and maintain any and all insurance which is required by any applicable current or future law, rule, regulation, ordinance, permit, license, order or other legal requirement.

C. All insurance shall be primary and non-contributory and shall waive subrogation against GOSR and the Subrecipient and all of either of their former, current, or future officers, directors, and employees. No deductible of more than \$50,000 shall be permitted without

advance written approval by GOSR, which GOSR may withhold, condition or deny in its sole and exclusive discretion.

- D. The Contractor shall provide Certificates of Insurance to GOSR and the Subrecipient prior to the commencement of work and shall provide full and complete copies of the actual policies and all endorsements upon request. Subcontractors under this Agreement shall be required to maintain insurance meeting all of the requirements set forth in Section A above for items a-d; however Contractor shall require subcontractors to maintain greater limits and/or other or additional insurance coverages if greater limits and/or other or additional insurance coverages are (a) generally imposed by the Contractor given its normal course of business for subcontracts for similar work or services to those being provided by the subcontractor at issue; or (b) reasonable and customary in the industry for similar work or services to those anticipated hereunder.
- E. If the above insurance requirements are potentially excessive because they exceed the type and/or amount of insurance which is reasonable and customary for similar work or services in the same general geographic area, Contractor shall, within fifteen (15) calendar days of the execution of this Agreement, provide written notice of the same to GOSR, along with a written summary of the type and amount of insurance Contractor believes is reasonable and customary for similar work or services in the same general geographic area. GOSR may, in GOSR's sole and exclusive discretion, but is under no obligation to, waive, decrease, or otherwise alter or amend the insurance requirements in light of this notice. However, notwithstanding anything to the contrary herein, nothing in this paragraph requires or shall be deemed to require GOSR to waive, decrease, alter or amend, in whole or in part, any insurance requirements as a result of the foregoing notice from Contractor or for any other reason, and no waiver, decrease, alteration or amendment shall be made except as approved in advance and in writing by GOSR.
- F. If the above insurance requirements are potentially inadequate because they do not meet or exceed the type and/or amount of insurance which is reasonable and customary for similar work or services in the same general geographic area, Contractor shall, within fifteen (15) calendar days of the execution of this Agreement, provide written notice of the same to GOSR, along with a written summary of the type and amount of insurance Contractor believes is reasonable and customary for similar work or services in the same general geographic area. GOSR may, in GOSR's sole and exclusive discretion, but is under no obligation to increase, supplement, expand, or otherwise alter or amend the insurance requirements in light of this notice. However, notwithstanding anything to the contrary herein, nothing in this paragraph requires or shall be deemed to require GOSR to increase, supplement, expand, or otherwise alter or amend, in whole or in part, any insurance requirements as a result of the foregoing notice from Contractor or for any other reason, and no increase, supplement, expansion or other alteration or amendment shall be made except in an amendment to this Agreement, as approved in advance and in writing by GOSR.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/15/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER PG Genatt Group LLC 3333 NEW HYDE PARK RD SUITE 409 NEW HYDE PARK NY 11042	CONTACT NAME: Alyson Laverly PHONE (A/C, No. Ext): 516-869-8788 FAX (A/C, No): 1-516-706-2973 E-MAIL ADDRESS:													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Trumbull Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B : Berkley Insurance Company</td> <td></td> </tr> <tr> <td>INSURER C : Continental Insurance</td> <td>35289</td> </tr> <tr> <td>INSURER D : Travelers Indemnity Company</td> <td>25658</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Trumbull Insurance Company		INSURER B : Berkley Insurance Company		INSURER C : Continental Insurance	35289	INSURER D : Travelers Indemnity Company	25658	INSURER E :		INSURER F :
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INSURED N & P Engineers & Land Surveyor, PLLC; Nelson Pope 572 Walt Whitman Road Melville, NY														

COVERAGES **CERTIFICATE NUMBER:** 1696243258 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			6020187116	8/14/2017	8/14/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 2,000,000 EMP BEN. \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			12UENBJ3980	8/14/2017	8/14/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			ZUP81M3928117NF	8/14/2017	8/14/2018	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATU-TORY LIMITS <input type="checkbox"/> <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	PROFESSIONAL LIABILITY			AEC901941304	3/8/2018	3/8/2019	\$2,000,000 PER CLAIM \$4,000,000 AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Town of Hempstead, Housing Trust Fund Corporation (HTFC) and the Governor's Office of Storm Recovery (GOSR) and its affilcts and officers are included as additional insured as required by written contract.

CERTIFICATE HOLDER Town of Hempstead 350 Front Street Hempstead NY 1150	CANCELLATION 30 day notice applies SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/15/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

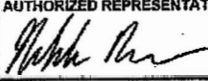
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INSURED N & P, Engineers & Land Surveyor, PLLC d/b/a Nelson & Pope, Engineers & Surveyors 572 Walt Whitman Road Melville NY 11747	NPENGIN													

COVERAGES	CERTIFICATE NUMBER: 751324378	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
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	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	PROFESSIONAL LIABILITY			AEC901941304	3/8/2018	3/8/2019	\$2,000,000 \$4,000,000 PER CLAIM AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
New York State, the New York State Housing Trust Fund Corporation, GOSHR, and the Town of Hempstead all of either of their former, current or future officers, directors and employees. All insurance shall be primary and non-contributory and shall waive subrogation against GOSR and the Subrecipient and all of either of their former, current, or future officers, directors, employees.

CERTIFICATE HOLDER Town of Hempstead 350 Front Street Hempstead NY 11550	CANCELLATION 30 day notice applies SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF INSURANCE COVERAGE
DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (use street address only)
N & P ENGINEERS & LAND SURVEYOR, PLLC.
572 WALT WHITMAN ROAD
MELVILLE, NY 11747
1b. Business Telephone Number of Insured
631-427-5665
1c. Federal Employer Identification Number of Insured or Social Security Number
113551992
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
TOWN OF HEMPSTEAD
350 FRONT STREET
HEMPSTEAD, NY 11550
3a Name of Insurance Carrier
HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY
3b Policy Number of Entity Listed in Box "1a"
LNY-638752
3c Policy effective period
01/01/2018 to 12/31/2018

4. Policy provides the following benefits:
[X] A. Both disability and paid family leave benefits.
[] B. Disability benefits only.
[] C. Paid family leave benefits only.
5. Policy covers:
[X] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
[] B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

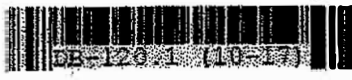
Date Signed Elizabeth Tello
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that Insurance carrier)
Telephone Number (212) 553-8074 Name and Title: Elizabeth Tello - Assistant Director, Statutory Services.

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.
If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

State of New York
Workers' Compensation Board
According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.
Date Signed By
(Signature of Authorized NYS Workers' Compensation Board Employee)
Telephone Number Name and Title

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.



Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in box "1 a" for disability and/or paid family leave benefits under the New York State Disability and Paid Family Leave Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Disability and/or Paid Family Leave Benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or paid family leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability and/or Paid Family Leave Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability and Paid Family Leave Benefits Law.

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.



CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

***** 113551992

HAMOND SAFETY MANAGEMENT LLC
6800 JERICHO TURNPIKE
SUITE 105W
SYOSSET NY 11791



Scan to Validate

POLICYHOLDER N&P,ENGINEERS & LAND SURVEYOR,PLLC DBA NELSON & POPE,ENGINEERS AND 572 WALT WHITMAN RD MELVILLE NY 11747	CERTIFICATE HOLDER TOWN OF HEMPSTEAD 350 FRONT STREET HEMPSTEAD NY 11747
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POLICY NUMBER Z 1254 137-1	CERTIFICATE NUMBER 983787	POLICY PERIOD 01/01/2018 TO 01/01/2019	DATE 11/17/2017
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THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 1254 137-1, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT [HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP](https://www.nysif.com/cert/certval.asp). THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS POLICY AFFORDS COVERAGE TO THE SOLE PROPRIETOR, PARTNERS AND/OR MEMBERS OF A LIMITED LIABILITY COMPANY.

CHARLES J VOORHIS GENERAL PARTNER
STEVEN MCGINN GENERAL PARTNER
KATHRYN EISEMAN GENERAL PARTNER
CARRIE O'FARRELL GENERAL PARTNER
EAST COAST GEOSERVICES LLC

THE POLICY INCLUDES A WAIVER OF SUBROGATION ENDORSEMENT UNDER WHICH NYSIF AGREES TO WAIVE ITS RIGHT OF SUBROGATION TO BRING AN ACTION AGAINST THE CERTIFICATE HOLDER TO RECOVER AMOUNTS WE PAID IN WORKERS' COMPENSATION AND/OR MEDICAL BENEFITS TO OR ON BEHALF OF AN EMPLOYEE OF OUR INSURED IN THE EVENT THAT, PRIOR TO THE DATE OF THE ACCIDENT, THE CERTIFICATE HOLDER HAS ENTERED INTO A WRITTEN CONTRACT WITH OUR INSURED THAT REQUIRES THAT SUCH RIGHT OF SUBROGATION BE WAIVED.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

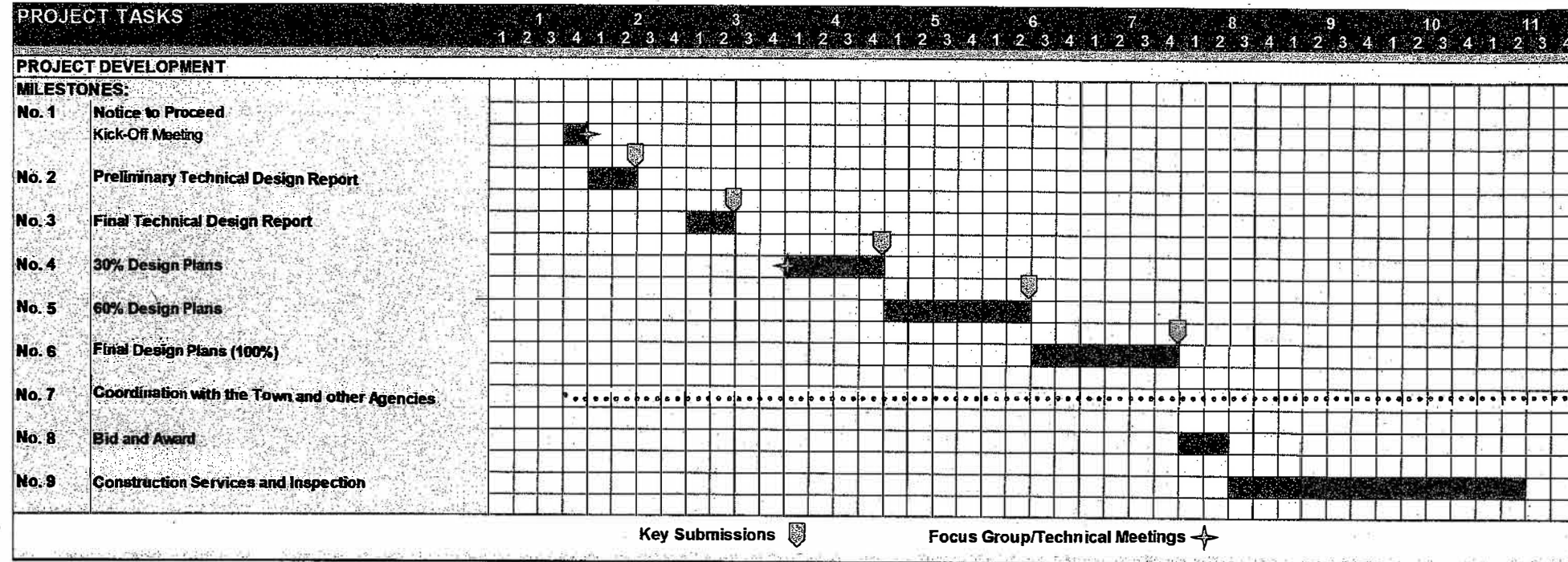
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EXHIBIT D

PROJECT TIMELINE AND MILESTONES

Project Schedule



ABILITY TO CONFORM TO TOWN'S TIMELINE

With N&P, you will find longevity. Since 1954, we have been leading a strong team of professionals and have grown to over 80 engineers, surveyors, technical professionals and support staff expanding our sole office in Melville, NY. We are experienced in balancing the work of multiple contracts across our disciplines and departments. Each department has a method for determining workload and staffing projections considering different degrees of probability. In review of our current and anticipated projects/contracts we have taken into account all of the aforementioned and have determined that we have sufficient means and staff to successfully provide the required services for this project in the timeline requested by the Town of Hempstead.



EXHIBIT E

SUBRECIPIENT CONTRACTOR UTILIZATION PLAN

M/WBE UTILIZATION PLAN

INSTRUCTIONS: This form is submitted at the time of bid or procurement submission, or at the time of contract execution, or within a reasonable time thereafter as outlined in procurement submission instructions. This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each certified Minority and Women-owned Business Enterprise (M/WBE) under the contract. Attach additional sheets if necessary.

Subrecipient Name:		Project Name:	Bellmore/ Merrick, Seaford/ Wantagh, and Oceanside Drainage Improvements: Check Valves
Offeror's Name:	Nelson & Pope	Federal ID Number:	11-3551992
Address:	572 Walt Whitman Road	Contract Number (if applicable):	
City State & Zip Code:	Melville, NY 11747	Phone:	631.427.5665
Location of Work:			

<i>M/WBE Target Goal</i>				<i>Proposed M/WBE Participation</i>		
<i>Category</i>	<i>Percentage</i>	<i>Amount</i>		<i>Category</i>	<i>Percentage</i>	<i>Amount</i>
MBE	15	%	\$	MBE	16.4	% \$ 43,500.00
WBE	15	%	\$	WBE	18.4	% \$ 48,700.00
Totals	30	%	\$	Totals	34.8	% \$ 92,200.00

1. Certified M/WBE Subcontractors/Suppliers Information:		Classification NYS-ESD Certified (Choose One Only)		Federal ID No. :	Detailed Description of Work:	Dollar Value of Subcontractors/Supplies/Services	Intended performance dates on each component of the contract
		MBE	WBE				
A	Name: Gayron de Bruin Land Surveying & Engineering		X	27-4429063	Survey & Mapping	\$ 48,700.00	
	Address: 11 Union Avenue Bethpage, NY 11714						
	Email:						
	Phone: 516-579-3111						
B	Name: CSM Engineering PC	X		11-3489050	Construction Inspection	\$ 43,500.00	
	Address: 626 RXR Plaza Uniondale, NY 11556						
	Email:						
	Phone: 516-378-4887						
C	Name:						
	Address:						
	Email:						
	Phone:						
D	Name:						
	Address:						
	Email:						
	Phone:						

Contractor Use:	
Name of Preparer:	Russell Z. Scott, PE
Authorized Signature:	
Date:	12/20/2017
Email:	rscott@nelsonpope.com
Phone:	631.427.5665

ATTACHMENT 'A'

DETAILED SCOPE OF WORK

SECTION II: PROJECT UNDERSTANDING AND TECHNICAL APPROACH

Project Understanding

The Town of Hempstead desires to retain a Firm to provide Engineering services to develop construction documents and provide construction administration and inspection services for numerous drainage improvement projects located throughout the Hamlets of Bellmore, Merrick, Seaford, Wantagh, and Oceanside. Comprehensive Drainage Study Improvement Plans have been previously developed for each Hamlet, particularly in areas located south of Merrick Road that are prone to consistent flooding resulting from regular tidal and normal storm events. The Comprehensive Drainage Improvement Plans identified numerous locations that are in need of improvement to alleviate the consistent flooding, and the Town has selected the most crucial project locations. N&P's project team has previously studied these specific project locations in great detail and are more than capable of implementing the drainage improvements as detailed with this proposal.

The project team is aware of the many alternatives that have been proposed to the Town in these specific project locations and understand that at this time the Town has determined that the installation of check valves is most appropriate for the locations listed in the RFP. The drainage check valve systems will be similar in design; however, they will vary based on location, stormwater storage, flow rates, size, and condition of the existing drainage infrastructure. The project team understands that some of the drainage systems may require additional drainage improvements to be made.

The project team will develop preliminary and final design plans to implement the projects outlined in the RFP; assist the Town in the bidding process; and conduct construction administration and inspection services for the construction phase.

The project team has successfully completed CDBG-DR funded storm drainage improvement studies in Suffolk and Nassau Counties including the Town of Lindenhurst, the areas of Bellmore, Merrick, Seaford, and Wantagh for the Town of Hempstead, in addition to Bay Park and the Town of East Rockaway for the Nassau County Department of Public Works.

Technical Approach

Upon receipt of the notice to proceed from the Town, the project team will attend a kick-off meeting with Town staff and any interested parties invited by the Town. At the meeting, the project team will be provided with applicable Town records. The scope of the project will be discussed and questions/issues regarding the work will be raised.

The proposed project is anticipated to consist of the tasks listed below. Several tasks need to be completed sequentially while others will be performed concurrently to meet the project schedule. The major tasks are as follows:



Task I: Technical Design Report

- A. Preliminary Technical Design Report
- B. Final Technical Design Report

Task II: Design Services

- A. Topographic Survey and Preparation of Base Mapping
- B. Right-Of-Way Maps
- C. Coordination with Public Utilities
- D. 30% Design Plans
- E. 60% Design Plans
- F. Final Design Drawings and Specifications

Task III: Bid Review and Award

Task IV: Construction Inspection

TASK I – TECHNICAL DESIGN REPORT

A. Preliminary Technical Design Report

The Preliminary Technical Design Report will depict and explain the project locations and their individual proposed solutions, incorporating information obtained from the RFP as well as previous work done by N&P. Project locations to be included for the design and construction of are stated below:

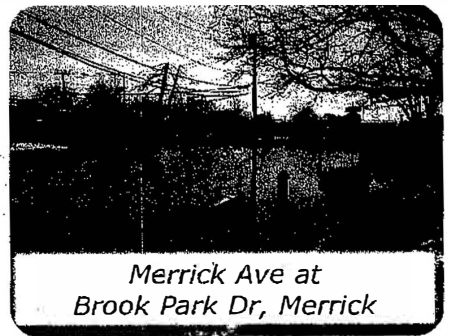
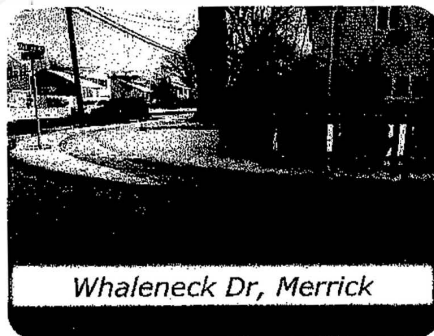
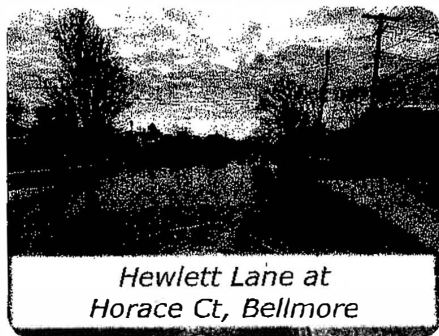
TABLE OF PROPOSED WORK INSTALLATION OF CHECK VALVES AND PRETREATMENT SYSTEMS				
AREA	LOCATION	CHECK VALVES PROPOSED	PRETREATMENT STRUCTURES PROPOSED	CATCH BASIN FILTER BAGS PROPOSED
Bellmore	Farmers Ave	1	1	0
	Shore Rd	3	1	4
Merrick	Lake End Rd	3	1	4
	Lindenmere Dr	2	0	6
	Merrick Ave	2	0	4
	Whaleneck Dr	2	1	5
	Wynsum Ave	1	1	0



AREA	LOCATION	CHECK VALVES PROPOSED	PRETREATMENT STRUCTURES PROPOSED	CATCH BASIN FILTER BAGS PROPOSED
Seaford	Peconic Ave	1	0	1
Wantagh	Riverside Dr	1	0	4
	Riverside Dr at Bayport Court	1	1	0
	Bellaire Street	2	2	0
Oceanside	Mott St	1	1	0
	Lindbergh Ave	1	1	0
	Weidner Ave	1	1	0
	Lawson Blvd	1	1	0
	Balsam St	1	1	0
	Grand Canal	1	1	0
	Daly Blvd	1	1	0
	Waukena Ave	1	1	0
TOTALS		27	15	32
INCREASE DRAINAGE SYSTEM CAPACITY				
AREA	LOCATION	DESCRIPTION OF WORK		
Oceanside	Lindbergh Ave	Increase Pipe Diameter From 18" To 24"		

The Oceanside Drainage Improvement Plan indicates that each check valve location will require a hydrodynamic separator to collect debris and prevent fouling of the check valve. The project team will investigate these systems and if catch basin filter bags are more appropriate for these location, the project team will identify these locations to the Town for their approval prior to proceeding with their design.

The proposed solutions will be explained in detail and presented in tabular and conceptual plan form per project location with preliminary Base Mapping, aerial photography, and will show the approximate locations of actual work. For each project location, the project team will include an approximate construction cost estimate itemized by the type of work and discuss our findings in the Preliminary Technical Design. This Report will offer analysis of the construction feasibility, environmental concerns, potential impediments as well as provide recommendations.



The project team will prepare the Technical Design Report which will include the following:

- Problem definition per location,
- Existing conditions per location,
- Project description per location,
- Preliminary drawings/site plan per location,
- Preliminary estimate of total project costs broken out by services and construction costs,
- Preliminary project schedule,
- Preliminary engineering analysis,
- Summary, and
- Preliminary Drawings/ Site Plans

The project team will evaluate the impacts associated with the implementation of the proposed solutions and develop measures to mitigate those impacts.

The project team will provide the Town with 10 printed copies and one electronic version of the Preliminary Technical Design Report and Conceptual Plans for review and comment. Within two (2) weeks, the Town will provide the project team with written comments to be incorporated into the Final Technical Design Report.

B. Final Technical Design Report

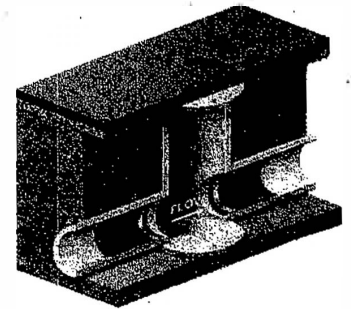
Upon completion of incorporation of the Town's comments on the Preliminary Technical Design Report, the project team will prepare the Final Technical Design Report.

The project team will provide the Town with 10 printed copies and one electronic version of the Final Technical Design Report and Plans for review and comment. Within two (2) weeks, the Town will provide the project team with written comments to be incorporated into the Final Technical Design Report and Final Design. An initial pre-design meeting will be held with the Town to review the Final Technical Design Report and review the proposed solutions in order to refine and successfully execute the design work.

TASK II – DESIGN SERVICES

Upon the Town's approval of the Final Technical Design Report, the project team will develop Preliminary Design and Final Design Plans based on the proposed solutions detailed in the Report. It is assumed, that the Design Plans and related construction documents will be prepared in accordance with New York State Item Specifications.

The project team understands that GOSR will be the lead agency and any environmental review activities will be conducted by GOSR with the full support of the project team and that any GOSR environmental requirements such as elevation design standards adapted to address impacts of climate change, will be followed.

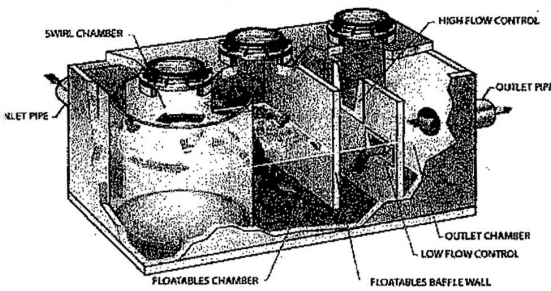


Typical Inline Check Valve

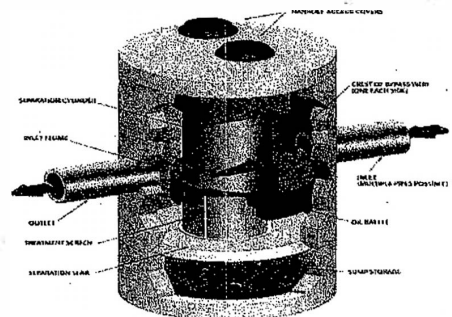
The project team understands that the Total Construction Cost must not exceed the Approved Construction Budget. If the Total Construction Cost exceeds the Approved Construction Budget, the project team will provide a value engineering review to reduce the cost; assist the Town in redefining the scope of the project; incorporate all the scope changes into the Construction Documents; and develop and incorporate alternatives into the Construction and Bid Documents.

Based on the proposed solutions explained in the RFP and review of the Towns drainage infrastructure at the specific project locations, it is assumed that the improvements will include the installation of check valves at the upstream ends of the existing drainage outfall pipes. Placing the check valves at the upstream ends of the drainage outfall pipes will allow for ease of access from the roadway for maintenance and routine inspection which will help preserve the check valves operation and life expectancy. The installation of the check valves may require the installation of new drainage structures (catch basins and/or manholes). This new structure will be sized based on the size of the check valves and will provide additional storage capacities and ease of maintenance.

The project team will also consider replacing and/or adding additional drainage structures with green infrastructure measures to reduce runoff, reduce peak flows and/or reduce contaminant loads in run-off. Such improvements include the installation of pretreatment systems prior to the check valve, that will allow for stormwater treatment and collection of any debris that may jeopardize the operation and structural integrity of the check valve such as Vortech hydrodynamic separator or CDS Continuous Deflective Separation structures. Pretreatment systems also include the installation of individual catch basin (or curb inlet) sediment filter bags with possible stormwater pollution filters, intended for smaller drainage systems. Larger precast concrete pretreatment systems, like the Vortech and CDS structures, are designed to remove an entire drainage systems debris and large amounts of pollutants prior to exiting the drainage systems. Existing drainage system condition and capacity will also be evaluated, which may require the removal and installation of drainage infrastructure. It is assumed that no road raisings will be required for this project.



Vortech Hydrodynamic Separator



Continuous Deflective Separation (CDS) Structure

Typical Stormwater Treatment Structures

During the course of the design, representatives of the project team are available to attend two (2) NYRCR Planning Committee meetings or other meetings as requested by Town. The project team will prepare and distribute meeting minutes.

A. TOPOGRAPHIC SURVEY AND PREPARATION OF BASEMAPPING

In areas that require topographic survey and basemapping, this task will include developing the Base Map by the collection of topographic and planimetric survey data and the preparation of mapping required for the detailed contract documents. The project team will gather planimetric and topographic data using GPS and standard surveying equipment. The topographic survey will encompass the project locations in areas of actual proposed work. It is assumed that an approximate total of 4,200 linear feet of topographic survey along the roadway centerline and from right-of-way to right-way will be required for the 20 proposed projects listed in the Table of Proposed Work above.

Within the limits described above, existing ground elevations will be collected at intervals not to exceed 50-feet on center, with additional elevations on driveways, structures, steps, first floors, etc., and any abrupt changes in slope; underground utilities will be plotted from survey of utility mark out; drainage and sewer structures will be opened to obtain inverts, pipe sizes, and brickwork and plotted on the profile portion of the plans; house connections will be plotted from information supplied by the respective sewer agency; buildings and other manmade structures will be accurately plotted, described (number of stories, type of structure, etc.) and addressed on the plan.

Prior to conducting the topographic survey, the project team will contact utility agencies for record drawings and a utility mark-out. Involved utility agencies are expected to include gas, electric; telephone; cable TV; water, sanitary sewer and street lighting providers. The surface mark-outs of subsurface utility lines will be located during the topographic survey.

In addition, features within the limits of the project will be located, including utility and drainage castings, traffic control signs, trees/vegetation, and any other visible surface features.

The project team will also review all accessible Town record plans.

The base map will be prepared at a scale of one-inch equals' twenty-feet (1"=20') or some other scale approved by the Town. This data will be furnished to the Town in a digital format as prescribed in the latest version of the GIS Geographic Data Standards, or in a mutually agreeable format.

B. RIGHT OF WAY MAPS

It is anticipated that the majority of the work will be well within the public right-of-way. For these locations, the highway boundary and property lines will be developed from tax maps and will be shown to the nearest one (1) foot.



It is assumed that 5 projects will require the preparation of a CAD generated boundary survey of the parcel to three decimal places, showing all property line data relative to the proposed center line (or theoretical grade line), the proposed center line (or theoretical grade line), the existing and proposed right-of-way lines, and all parcels within the project limits. Said parcels will be completely defined as per deeds, filed maps or other legal descriptions. Liber and Page of the document relating to the most recent ownership will be shown on this map.

It is anticipated that no Right-Of-Way (ROW) acquisitions, either temporary or permanent will be required for any of the project locations. The project team will assist the Town with compliance with the Uniform Relocation Act (URA) regulations as necessary.

C. COORDINATION WITH PUBLIC AND PRIVATE UTILITIES

The project team will contact all public utility agencies and private utility companies known to have installations in the construction area to determine the locations and sizes of all existing subsurface installations, and to determine the scope of any future plans being considered in the area of the work. This data will be further supplemented with data obtained by field reconnaissance.

The project team will perform the necessary liaison work associated with relocation of utilities. However, the project team will not be required to design such relocation work, except where municipalities or special districts own such installations. In the latter cases, the relocation will be considered part of the design and the cost thereof is included in the project team's estimate of construction cost. In either case, the project team will be required to show on contract drawings existing, proposed, and/or relocated utilities.

D. 30% DESIGN PLANS

The project team will prepare 30% Design Plans on the completed base mapping with to reflect the Conceptual Design Plans developed in the Technical Report.

The project team will show on said plans the proposed work of the project area and adjacent site information including: roadway widths, typical sections, layout of drainage system, and approximate limits of restoration, on the same drawing as the existing conditions.

The project team will prepare and submit a preliminary estimate of the construction costs of the projects based on historical bid prices expanding on the construction costs developed in the Final Technical Design Report.

The project team will submit the 30% design plans for approval by the Town.

The project team will provide the Town with 10 printed copies and one electronic version of the 30% Design Plans for review and comment. Within two (2) weeks, the Town will provide the project team with written comments. The project team will incorporate the resolution of comments into the 60% Design Plans.

E. 60% DESIGN PLANS



The project team will prepare 60% Design Plans on the completed base mapping to reflect the Conceptual Design Plans developed in the Technical Report. The project team will develop final graphic layout plans at a scale of 1"=20' and graphic profiles at scales of 1"=20' horizontally and 1"=2' vertically, if applicable.

The project team will show on said plans the proposed work of the project area and adjacent site information including: roadway widths, typical sections, layout of drainage system, and limits of restoration, on the same drawing as the existing conditions.

The project team will prepare any and all permit application packages, including but not limited to USACE, NYSDOS, NYSDEC, for the proposed alternatives for the Towns review. It is anticipated the following permits will be required:

- United States Army Corps of Engineers (USACE) Nationwide Permit #7 for construction or modification of outfall structures and related intake structures;
- New York State Department of State (NYSDOS) Coastal Consistency Concurrence;
- New York State Department of Environmental Conservation (NYSDEC) Article 25 Individual Permit; and
- Town of Hempstead Structures in Waterways Permit may be required.

In an effort to reduce the total number of application papers submitted, the USACE, NYSDOS and NYSDEC have created a Joint Application for Permit form for wetland applications which must be submitted to these agencies. In addition to a completed Joint Application, applicants are required to submit a USACE Environmental Questionnaire, Essential Fish Habitat Worksheet (EFH), a project plan with cross-section view (8.5 X 11), photographs of the project location, location map, and copies Federal Consistency Form (FCAF) prepared for the New York Department of State Coastal Consistency Concurrence application.

The project team will incorporate all Town comments and submit permit applications to the appropriate agency

For the 60% Design Plans the project team will prepare and submit a preliminary estimate of the construction costs of the projects based on historical bid prices.

The project team will submit the preliminary plans for approval by the Town.

The project team will provide the Town with 10 printed copies and one electronic version of the 60% Preliminary Design Plans for review and comment. Within two (2) weeks, the Town will provide the project team with written comments. The project team will incorporate the resolution of comments into the Final Design Plans.

F. FINAL DESIGN DRAWINGS AND SPECIFICATIONS

Based upon written approval of the 60% Design Plans by the Town, the project team will:

1. Prepare final design contract plans at a scale of 1" =20' on 21" x 31-1/2" (border to border) standard size sheets and supporting data for each construction contracts of the project in accordance with the current practice which originals will be submitted by the project team. Said data will be furnished to the Town in a digital format as prescribed in the latest version of the GIS Geographic Data Standards, or in a mutually agreeable format.
2. Prepare drawings, which will include all plans, profiles, typical sections, structural details, and detailed designs necessary to construct the proposed projects and showing existing grades and proposed profile grades at least at every 50-foot station, if applicable. Plans will be prepared with the profile on the top half of the sheet and the plan view on the bottom half and will include all information for the station interval shown on the plans, if profiles are applicable.
3. Prepare detailed design drawings of each proposed project locations and its component parts and consisting of all plans, elevations, sections, and other drawings necessary for construction purposes.
4. Develop and tabulate an estimate of all items necessary to complete the work as shown on the construction plans with their corresponding estimated neat (before rounding) quantities.
5. Prepare a final estimate of construction costs based on current prices for neat quantities.
6. Furnish all special specifications and addenda notes required to construct the project in addition to the NYSDOT Standard Specifications.

The project team will provide the Town with 10 printed copies and one electronic version of the Final Design Plans and three (3) copies of the Construction Cost Estimate for review and comment. The Town will provide the project team with written comments. The project team will incorporate the resolution of comments into the Final Design Plans.

TASK III – BID REVIEW AND AWARD

During the bid phase, the project team will assist the Town in taking of bids and letting of contracts. Specifically, bid services will include the following:

- Attend the pre-bid meeting;
- Respond to inquiries from prospective bidder's questions;
- Distribute documents to prospective bidders by mail or email and maintain a list of prospective bidders;

- Issue any necessary addenda's;
- Analyzing contractor bids - review of bidder's unit prices & cost extensions;
- Checking contractor's references and reviewing qualification statements;
- Making a recommendation to the Town for award to the lowest responsive bidder;
- Assist the Town in the preparation of the Notice of Award;
- Review the lowest bidder's submittals of bonds and insurance certificates and assist the Town in the preparation of the Notice to Proceed;
- Review submittals for contract document compliance; and
- Answer requests for Information within 5 business days.

TASK IV – CONSTRUCTION INSPECTION

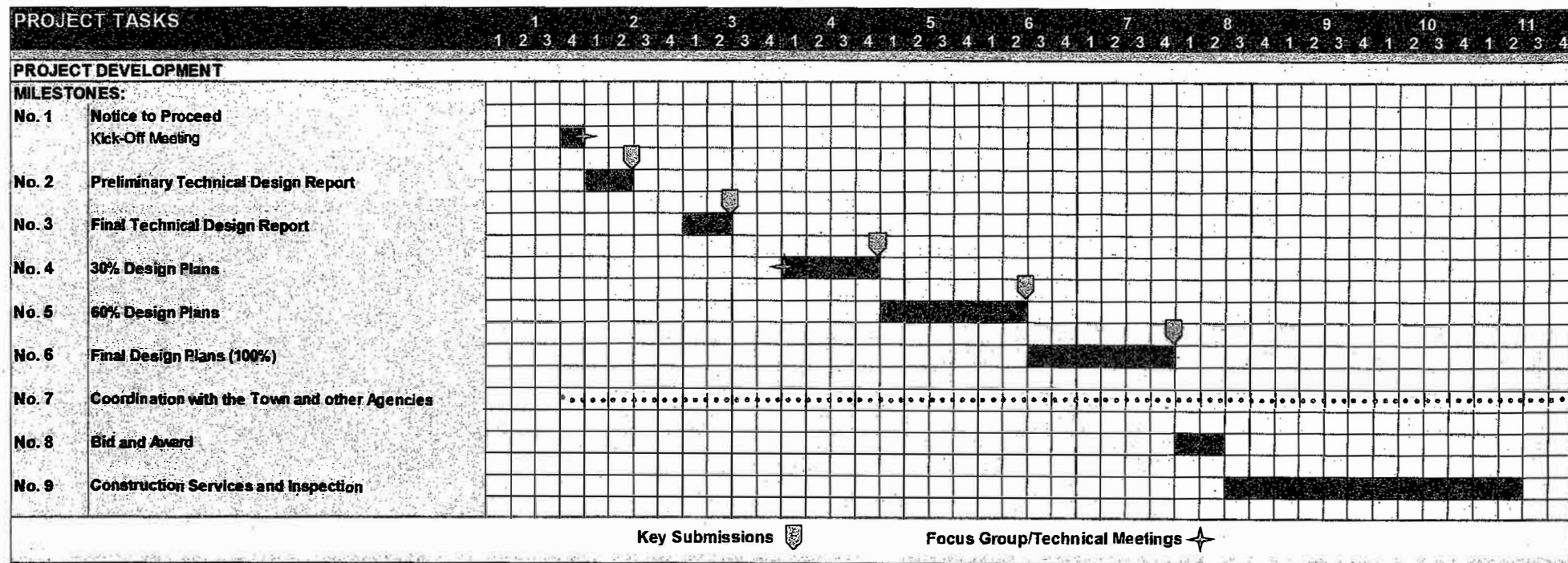
The project team will verify progress and completion of the work through part time site inspections, 28 hours per week including office support for an assumed 3-month duration (approximately 13 weeks). The frequency of inspections will be based on the duration and complexity of the construction and the level of construction activity. The project team will submit to the Town written summaries of progress and identification of problems to be addressed bases on these site inspections.

The services to be provided by the construction support and inspection staff will include, but are not limited to, the following:

- Conduct regular construction inspections to ensure contract compliance, design intent, quality of workmanship, and material acceptance;
- Keep track of the activities with delivery logs, phone logs, transmittal logs and regular field reports;
- Review and approve all contractor requests for payment and submit approved requests to the Town of Hempstead. Payment requests shall meet GOSR and CDBG-DR Program requirements for Reimbursement;
- Prepare and issue Field Orders and Change Orders;
- At Substantial Completion, conduct Substantial Completion Inspection and prepare a punch list of work to be completed;
- At Final Completion, conduct Final Completion Inspection and prepare Certification of Final Completion;
- Collect contract closeout documents from all prime contractors, this includes but is not limited to lien and claim releases from all subcontractors and vendors, Consent of Surety to Final Payment, and equipment warranties, if applicable;

- Prepare Record (as-built) drawings;
- If applicable, prepare Operation and Maintenance Manual; and
- Coordinate project activities with the activities of Town of Hempstead and other parties.

Project Schedule



Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING EMPLOYMENT OF D&B ENGINEERS AND ARCHITECTS P.C. FOR CONSULTING SERVICES PERTINENT TO THE MEADOWBROOK CORRIDOR GREEN INFRASTRUCTURE, TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK.

WHEREAS, the Town is eligible to apply for U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant–Disaster Recovery (CDBG-DR) funding for disaster recovery projects. Funding will be delivered through the NY Rising Community Reconstruction (NYRCR) Program, within the New York State Governor’s Office of Storm Recovery (GOSR); and

WHEREAS, the Town has entered into a Subrecipient Agreement with GOSR for the purpose of implementing a NYRCR Project known as, the Meadowbrook Corridor Green Infrastructure; and

WHEREAS, the Town deems it desirable and necessary to obtain the services of a Consulting Engineer for the purpose of preparing the necessary studies, surveys, reports, permits, work easements, final design plans, bid documents, construction inspection and other engineering services pertinent to the aforementioned project; and

WHEREAS, the Department of Engineering, in accordance with the Town’s procurement policy, advertised a Request for Qualifications January 12, 2018, and conducted an evaluation of all proposals submitted, recommends award to D&B Engineers and Consulting P.C.; and

WHEREAS, the said D&B Engineers and Consulting P.C., having their principal office at 330 Crossways Park Drive, Woodbury, NY 11797 are duly licensed and qualified as Professional Engineers under the laws of the State of New York; and

WHEREAS, the Consultant, D&B Engineers and Consulting P.C., herein submitted a Consulting Engineering Services Agreement on March 30, 2018 setting forth in detail the services to be performed, with a total amount not-to-exceed \$126,500.00, representing that they are adequately staffed, skilled and experienced in the type of work proposed; and

WHEREAS, the said Agreement and all of its terms are deemed just and equitable and in the interest of the Town of Hempstead;

NOW, THEREFORE, BE IT

RESOLVED, that the Commissioner of The Department of Engineering is hereby authorized to execute, on behalf of the Town of Hempstead, the above referred to Agreement with D&B Engineers and Consulting P.C., for consulting services pertinent to the Meadowbrook Corridor Green Infrastructure, Town of Hempstead, Nassau County, New York, and the Comptroller be authorized and directed to make payments of such sums as from time to time may be required pursuant to said Agreement, to be made out of and charged against Town funds to be reimbursed from GOSR.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

36

Case #

21731

AGREEMENT

FOR CONSULTING ENGINEER

THIS AGREEMENT, made this _____ day of March, 2018, 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 **D&B Engineers and Architects, P.C.** 330 Crossways Park Drive, Woodbury, NY 11797 hereinafter referred to as the "CONSULTANT" **WITNESSETH:**

WHEREAS, The Town has entered into a Subrecipient Agreement with the Governor's Office of Storm Recovery for the purpose of implementing a NY Rising Community Reconstruction Program Project known as:

MEADOWBROOK CORRIDOR GREEN INFRASTRUCTURE

WHEREAS, the Town deems it desirable and necessary to obtain the services of a consulting engineer for the purpose of assisting the Town with all basic services necessary for design, bidding, and construction administration of the Meadowbrook Corridor Green Infrastructure; and

WHEREAS, the Town is eligible to apply for U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant-Disaster Recovery (CDBG-DR) funding for disaster recovery projects. Funding will be delivered through the NY Rising Community Reconstruction (NYRCR) Program, within the New York State Governor's Office of Storm Recovery (GOSR). Accordingly, the Consultant is obligated to comply with applicable federal and state laws and regulations set forth in Exhibit E (Supplementary Contract Conditions), as well as with the Town's Procurement Policy and Procedures. In addition, the Consultant is obligated to comply with all municipal codes, ordinances, and regulations. This project is funded by and conceived through the NY Rising Community Reconstruction Program of the Governor's Office of Storm Recovery.

WHEREAS, the Consultant herein submitted an engineering services qualification technical and cost proposal on January 12, 2018, which is hereby made part of this agreement, representing that 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 under the laws of the State of New York; and

WHEREAS, all attachments and exhibits to this Contract are hereby incorporated by reference into this Contract and are considered a material part of this Contract. Should any provision(s) of this Contract (including any terms in any of the attachments and/or exhibits thereto and amendments thereof) be deemed to be in conflict with any other provision(s), the provisions shall be applied pursuant to the priority set forth in Part 1 (Order of Preference of Documents) of the Governor's Office of Storm Recovery Supplementary Conditions for Contracts.

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

NOW, THEREFORE THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

I. Subject to the direction and control of the Commissioner of Engineering of the Town, and in accordance with the Engineering Department Policies for the Preparation of Contract Documents and Design of Roadway and Storm Drainage Projects, the Consultant agrees to perform the following work:

Project Description:

This project involves four (4) existing storm drainage outfalls at the end of existing roadways and constructing detention systems using horizontal leaching chambers that retain and clean storm water. The outfall locations listed below are at the westerly end of each of these dead-end streets and are the first outfalls north of Merrick Reservoir that discharge into the East Branch of East Meadow Brook. The watersheds for each of these systems consist primarily of residential properties. The project is limited to the following four (4) locations:

- Webster Avenue: 93 foot long conveyance system and detention system;
- Camp Avenue: 99 foot long conveyance system and detention system;
- Michalicki Place: 158 foot long conveyance system and detention system; and
- Reid Avenue: 108 foot long conveyance system and detention system.

D&B will explore and will give the utmost consideration to “green” concept for each individual location such that resiliency and sustainability is achieved. D&B’s engineering and work will incorporate sustainable measures, resilient techniques and green infrastructure practices.

Scope of Work

The Consultant will assist the Town with all basic services necessary for design, bidding, and construction administration of the Meadowbrook Corridor Green Infrastructure, in accordance with the Work Plan detailed in Consultant’s technical proposal dated January 12, 2018.

II. TERMS OF COMPENSATION

A. The Town shall pay the Consultant for services under the tasks listed in Section I of this agreement in accordance with the following schedule:

Task 1	Evaluate Nature, Extent and Frequency of Problems	\$5,000.00
Task 2	Define, Compile and Evaluate Existing Conditions	\$25,000.00

Task 3	Identify and Evaluate Alternative Designs	\$21,500.00
Task 4	Detail Design and Construction/Bid Documents.....	\$40,500.00
Task 5	Bidding Services	\$4,500.00
Task 6	Construction Services	\$25,000.00
Task 7	Project Completion Services.....	<u>\$5,000.00</u>
	TOTAL FEE.....	\$126,500.00

B. The above includes:

1. Subconsultants: Gayron DeBruin; KS Engineering, P.C.
2. Two meetings with the TOH during Task 4 – Project Design.
3. Two progress meetings and four site visits during Task 6 – Construction Support Services.
4. Periodic site inspections over a 17-week construction period during Task 6 – Construction Support Services.
5. Submittal of permit applications for NYSDEC, Coastal Management and Army Corps of Engineers.

C. The above does not include:

1. Permit application fees.

The Consultant will be reimbursed in the lump sum amounts shown above for Tasks 1 thru 5 and Task 7. Partial payments for these tasks will be based upon percent of completion as determined by the Commissioner. *Task 6 is to be billed on a time card basis, not to exceed. For Construction Inspection services the following bill rate schedule, with a maximum multiplier of 2.2 included, shall not be exceeded:

Title	NICET Level	Regular Billing Rate	Overtime Billing Rate
Chief Inspector	NICET IV	\$136.14	\$167.08
Senior Inspector	NICET III	\$121.00	\$148.50
Inspector	NICET II	\$93.63	\$114.91
Trainee	NICET I	\$66.00	\$81.00

A design schedule, including but not limited to the preparation of preliminary design or 10% and 30% Schematic design; design development or 60% design; draft final or 90% design and 100% construction documents or Final Contract Documents, with all the critical completion dates for the above tasks, shall be prepared by the Consultant and approved by the Town and GOSR. If the design task is not achieved by the Consultant by the agreed to schedule deadlines,

to the acceptance of the Town, payment will be withheld according to the payment schedule included in Section II. TERMS OF COMPENSATION.

The tasks include associated non-salaried costs such as reproduction of plans for utility and review submittals, draft and final reports, specifications and/or other miscellaneous items submitted for review to either the Town or private utility companies.

D. Deliverables:

The following items are, for the purpose of this Contract, the deliverables:

1. Project Feasibility Report, including survey of four (4) locations;
2. 30% Plans
3. 60% Plans
4. 90% Plans
5. 100% Plans

III. PAYMENTS UNDER SECTION II HEREOF SHALL BE BILLED MONTHLY BY THE CONSULTANT.

A. All claims for payment shall be made on claim forms furnished by the Town Comptroller, certified as approved by the Commissioner of Engineering.

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

V. All drawings and specifications submitted to the Town for final acceptance shall be accompanied by all necessary applications, certificates or approvals from all Town, County, State, Federal or other municipal departments having jurisdiction over any phase of the work. Submission to such agencies shall be made by the Consultant in the name of the town unless otherwise notified.

VI. In the event that any claim is made or any action brought on any aspect other than the design concept of a construction contract in any way relating to the plans and specifications drawn by the Consultant, the Consultant will diligently render to the Town any and all assistance that the Town may require of the Consultant. If any specific services are required under this Section, the Town shall reimburse the Consultant at the rates outlined in Section II. None of the above shall be deemed in any way a waiver of the Consultant's responsibility for the integrity of their plans, specifications and construction supervision.

The Consultant agrees that he will comply with any and all applicable Federal, New York State and local laws, ordinances, statutes, rules and regulations 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 acts or omissions in the performance of the work as provided by this

agreement, including damage to person or property, and the defense, settlement or satisfaction of such claims.

VII. In addition to the foregoing services performed by the Consultant in relation to the above project, the Town may also utilize the services of the Consultant on work not specifically described herein. The nature and scope of such special services shall be described in a letter from the Commissioner of Engineering to the Consultant, directing him to proceed with any work as may be authorized by the Town Board.

VIII. 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.

IX. 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.

X. **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 insure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color or national origin. Such action shall 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.

XI. 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.

XII. Since it is intended to secure the personal services of:

**D&B Engineers and Architects, P.C.
330 Crossways Park Drive
Woodbury, NY 11797**

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.

XIII. The services to be performed by the Consultant shall at all times be subject to the direction and control of the Commissioner of Engineering 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 Engineering 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.

XIV. 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.

XV. The Town shall have the right to terminate this contract at its pleasure and pay for the services rendered by the Consultant to the date of the contract termination

XVI. In the event it is discovered at any phase of design that the estimated Total Project Construction Cost of the work is in excess of the Approved Construction Budget, or the bids received are in excess of the Approved Construction Budget, the Consultant shall revise, at its own cost and expense, all or any part of the Schematic Deliverables, the Design Development Deliverables, the Construction Documents or the Bid Documents necessary to bring the estimated Total Project Construction Cost within the Approved Construction Budget. In order to reduce the estimated Total Project Construction Cost to the Approved Construction Budget, the Consultant shall, in addition to the above, at the Town's request and at no additional cost to the Town, (i) provide value engineering to reduce the estimated Total Project Construction Cost to the Approved Construction Budget; (ii) assist the Town in redefining the scope of the Project; (iii) incorporate all scope reductions and Project modifications into the modified Schematic Deliverables, Design Development Deliverables, Construction Documents or Bid Documents; and (iv) develop and incorporate bid alternates into the Construction Documents and Bid Documents.

XVII. Funding Program Requirements: Program requirements related to the Governor's Office of Storm Recovery are hereby made part of this agreement and are included as Exhibits

Exhibit A - Supplementary Conditions for Contracts (Exhibit E, 32 pages)

Exhibit B - CDBG-DR Funded Professional Services Agreements in the NY Rising
Community Reconstruction Program (1 page)

Exhibit C - Insurance requirements

Exhibit D - Project Timeline or Milestones

Exhibit E - Subrecipient Contractor Utilization Plan


Exhibit F - Section 3 Contractor Plan

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

TOWN OF HEMPSTEAD

By: _____
Douglas L. Tuman, P.E., Esq.
Commissioner of Engineering

D&B Engineers and Architects, P.C.

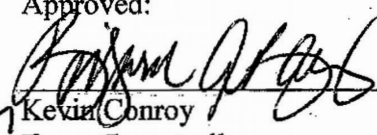
By:  _____
William D. Merklin, P.E.
Senior Vice President

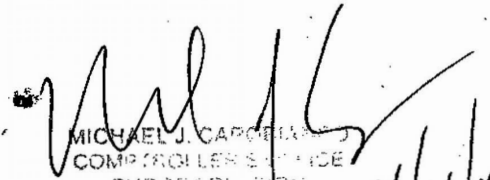
Reviewed for content by:

_____ Date: _____
Jeffrey M. Tierney
Deputy Commissioner of Engineering

Form Approved:


_____ Date: 4/4/18
Joseph J. Ra
Town Attorney

Approved:

for _____ Date 4/4/18
Kevin Conroy
Town Comptroller


MICHAEL J. CAPORALE
COMPTROLLER'S OFFICE
BUDGET DIVISION 4/4/18

STATE OF NEW YORK)

)s.:

COUNTY OF NASSAU)

On this _____ day of _____, 201 before me personally came DOUGLAS L. TUMAN, P.E., ESQ., of the ENGINEERING DEPARTMENT of the TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK, who being by me duly sworn did depose and say that he resides at _____ that he is the COMMISSIONER of the DEPARTMENT OF ENGINEERING of the TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK, the corporation described in and which executed the above contract; that he knows the corporate seal; that it was so affixed by order of the TOWN BOARD of the TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK, and that by like order he hereunto signed his name and official designation.

Notary Public, State of New York

STATE OF NEW YORK)

)s.:

COUNTY OF NASSAU)

On this _____ day of _____, 2018 before me personally came William D. Merklin to me known and known to me, who, being by me by me duly sworn did depose and say that he resides at 86 Midway Street, Babylon, New York 11702, and that he is the Senior Vice President of the Corporation described in and which executed the foregoing instrument; that he knows the seal of said D&B Engineers and Architects, P.C., that the seal affixed to said instrument is such seal; that it was so affixed by order said _____, and that he signed his name thereto by like order.

Notary Public, State of New York

EXHIBIT A
SUPPLEMENTARY CONDITIONS FOR CONTRACTS

EXHIBIT B

CBDG-DR FUNDED PROFESSIONAL SERVICES AGREEMENTS IN THE NY RISING
COMMUNITY RECONSTRUCTION PROGRAM (1 PAGE)

EXHIBIT C

INSURANCE REQUIREMENTS

A. Contractor shall procure and maintain without interruption, at its sole cost and expense, during the term of this Agreement (or any extensions thereof) and for a period of two years thereafter, insurance of the type, and with limits and deductibles, as follows:

- a. Commercial General Liability Insurance. Providing both bodily injury (including death) and property damage insurance with a limit not less than Two Million Dollars (\$2,000,000) in the aggregate and One Million Dollars (\$1,000,000) per occurrence. Such insurance is to be written on an occurrence basis with defense outside of limits. New York State, the New York State Housing Trust Fund Corporation, and the Subrecipient shall each be named as an additional insured.
- b. Automobile Liability and Property Damage Insurance. In an amount not less than One Million Dollars (\$1,000,000) combined single limit for both Bodily Injury and Property Damage.
- c. Professional Liability. If the Contractor is engaged in providing professional services under this Agreement, professional errors and omissions coverage with a limit not less than Two Million Dollars (\$2,000,000) in the aggregate and One Million Dollars (\$1,000,000) per occurrence. If the Contractor is not engaged in providing professional services under this Agreement, this professional errors and omissions coverage is not required.
- d. Worker's Compensation. Covering workers' compensation and employers' liability and disability benefits as required by the State of New York.
- e. Excess Liability Insurance. Not less than Eight Million Dollars (\$8,000,000) in the aggregate and per occurrence or per claim. This insurance shall be excess of the insurance in items 1, 2 and 3 above and shall be written on an occurrence and follow form basis. New York State, the New York State Housing Trust Fund Corporation, and the Subrecipient shall each be named as an additional insured for excess coverage with respect to the type of coverage set forth in item 1 above.

B. In addition to the foregoing, Contractor and any subcontractors shall procure and maintain any and all insurance which is required by any applicable current or future law, rule, regulation, ordinance, permit, license, order or other legal requirement.

C. All insurance shall be primary and non-contributory and shall waive subrogation against GOSR and the Subrecipient and all of either of their former, current, or future officers, directors, and employees. No deductible of more than \$50,000 shall be permitted without advance written approval by GOSR, which GOSR may withhold, condition or deny in its sole and exclusive discretion.

EXHIBIT D

PROJECT TIMELINE AND MILESTONES

EXHIBIT E

SUBRECIPIENT CONTRACTOR UTILIZATION PLAN

EXHIBIT F
SECTION 3 CONTRACTOR PLAN

EXHIBIT A
SUPPLEMENTARY CONDITIONS FOR CONTRACTS

DEFINITIONS

"GOSR": Governor's Office of Storm Recovery and its successors and assigns, as well as the Housing Trust Fund Corporation and its successors and assigns, and its parent entities and their successors and assigns.

"Subrecipient": _____

"Contractor": _____

When these Supplementary Conditions are attached to any lower tier contract (e.g., a contract between Contractor (as defined above) and any subcontractor, or between Contractor's direct or indirect subcontractors), references herein to "Subrecipient" shall be deemed to refer to the party seeking products and/or services, and references to "Contractor" shall be deemed to refer to the party providing products and/or services, and references to the "Agreement" or "Contract" or "contract" shall be deemed to refer to the agreement between such subcontracting parties.

ORDER OF PRECEDENCE

In the event of a conflict between the terms of these Supplementary Conditions and the terms of the remainder of the contract (including any other attachments thereto and amendments thereof), the terms of these Supplementary Conditions shall control.

In the event of a conflict among the requirements found in these Supplementary Conditions, which conflict would make it impossible to comply with all of the requirements set forth herein, the provisions shall be applied with the following priority:

- (1) Part I: Required Federal Provisions; then
- (2) Part II: Required State Provisions;

and the remaining requirements shall be interpreted in a manner so as to allow for the terms contained therein to remain valid and consistent with such superseding provisions. If any provision of these Supplementary Conditions relates to a matter embraced by another provision(s) of these Supplementary Conditions, but is not in conflict therewith, all such provisions shall apply. Any question as to which requirements control in a particular instance which cannot be resolved by Contractor and Subrecipient shall be submitted in writing (indicating the issue and the applicable provisions) by Subrecipient to GOSR, which shall decide the applicable question.

PART I: REQUIRED FEDERAL PROVISIONS

The following terms and conditions apply to any contract for which any portion of the funding is derived from a grant made by the United States Department of Housing and Urban Development ("HUD").

GENERAL CONDITIONS

- 1. PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.
- 2. STATUTORY AND REGULATORY COMPLIANCE.** Contractor shall comply with all laws and regulations applicable to the Community Development Block Grant-Disaster Recovery funds appropriated by the Disaster Relief Appropriations Act, 2013 (Pub. L. 113-2), including but not limited to the applicable Office of Management and Budget Circulars, which may impact the administration of funds and/or set forth certain cost principles, including the allowability of certain expenses.
- 3. BREACH OF CONTRACT TERMS.** The Subrecipient and GOSR reserve their rights to all administrative, contractual, or legal remedies, including but not limited to suspension or termination of this contract, in instances where the Contractor or any of its subcontractors violate or breach any contract term. If the Contractor or any of its subcontractors violate or breach any contract term, they shall be subject to such sanctions and penalties as may be appropriate. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
- 4. REPORTING REQUIREMENTS.** The Contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by the Subrecipient and GOSR. The Contractor shall cooperate with all Subrecipient and GOSR efforts to comply with HUD requirements and regulations pertaining to reporting, including but not limited to 2 CFR Part 200 and 24 C.F.R. § 570.507.
- 5. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the federal government, GOSR, and the Subrecipient in any resulting invention in accordance with 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by HUD.

6. **DEBARMENT, SUSPENSION, AND INELIGIBILITY.** The Contractor represents and warrants that it and its subcontractors are not debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs subject to 2 C.F.R. Part 2424. The Contractor shall notify the Subrecipient and GOSR should it or any of its subcontractors become debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs subject to 2 C.F.R. Part 2424.

7. **CONFLICTS OF INTEREST.** The Contractor shall notify the Subrecipient as soon as possible if this contract or any aspect related to the anticipated work under this contract raises an actual or potential conflict of interest (as described in 2 CFR Part 200). The Contractor shall explain the actual or potential conflict in writing in sufficient detail so that the Subrecipient is able to assess such actual or potential conflict. The Contractor shall provide the Subrecipient any additional information necessary for the Subrecipient to fully assess and address such actual or potential conflict of interest. The Contractor shall accept any reasonable conflict mitigation strategy employed by the Subrecipient, including but not limited to the use of an independent subcontractor(s) to perform the portion of work that gives rise to the actual or potential conflict. If requested by GOSR, Contractor shall sign a certification affirming that it has no conflict of interest arising from performance of work on a specific task.

8. **SUBCONTRACTING.** The Contractor represents to the Subrecipient that all work shall be performed by personnel experienced in the appropriate and applicable profession and areas of expertise, taking into account the nature of the work to be performed under this contract.

The Contractor will include these Required Federal Provisions in every subcontract issued by it so that such provisions will be binding upon each of its subcontractors as well as the requirement to flow down such terms to all lower-tiered subcontractors.

9. **ASSIGNABILITY.** The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the Subrecipient.

10. **INDEMNIFICATION.** The Contractor shall indemnify, defend, and hold harmless the Subrecipient, GOSR, and their agents and employees from and against any and all claims, actions, suits, charges, and judgments arising from or related to the negligence or willful misconduct of the Contractor in the performance of the services called for in this contract.

11. **TERMINATION FOR CAUSE (Applicable to contracts exceeding \$10,000).** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Subrecipient shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this contract shall, at the option of the Subrecipient, become the Subrecipient's property and the Contractor

shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the Subrecipient for damages sustained by the Subrecipient by virtue of any breach of the contract by the Contractor, and the Subrecipient may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Subrecipient from the Contractor is determined.

12. TERMINATION FOR CONVENIENCE (Applicable to contracts exceeding \$10,000).

The Subrecipient may terminate this contract at any time by giving at least ten (10) days' notice in writing to the Contractor. If the contract is terminated by the Subrecipient as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date.

13. LOBBYING (Applicable to contracts exceeding \$100,000). The Contractor certifies, to the best of his or her knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

14. BONDING REQUIREMENTS (Applicable to construction and facility improvement contracts exceeding \$100,000). The Contractor shall comply with New York State bonding requirements, unless they have not been approved by HUD, in which case the Contractor shall comply with the following minimum bonding requirements:

- A. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
- B. A performance bond on the part of the Contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the Contractor's obligations under such contract.
- C. A payment bond on the part of the Contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

15. ACCESS TO RECORDS. The Subrecipient, GOSR, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, shall have, at any time and from time to time during normal business hours, access to any work product, books, documents, papers, and records of the Contractor which are related to this contract, for the purpose of inspection, audits, examinations, and making excerpts, copies and transcriptions.

16. MAINTENANCE/RETENTION OF RECORDS. Contractor shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement (collectively, the "Records") (i) for three (3) years from the time of closeout of HUD's grant to the State or for the period provided in the CDBG regulations at 24 CFR 570.487 (or other applicable laws and program requirements) and 24 CFR 570.488, or (ii) for six (6) years after the closeout of a CDBG-DR funded project pursuant to 42 USC 12707(a)(4) and New York Civil Practice Law and Rules § 213, whichever may be longer, provided that Section 1 of the Required State Provisions herein is also satisfied.

CIVIL RIGHTS AND DIVERSITY PROVISIONS

17. SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS. The Contractor will comply with the small and minority firms, women's business enterprise, and labor surplus area requirements as set forth at 2 CFR Part 200. Contractor will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of the contract. As used in these Required Federal Provisions, the terms "small business" means a business that meets the criteria set forth in Section 3(a) of the Small Business Act, as amended (15 U.S.C. § 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed, or Spanish-heritage Americans, Asian-

Americans, and American Indians. Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

The Contractor will take necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used in subcontracting when possible. Steps include:

- A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- E. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

18. TITLES VI AND VIII OF THE CIVIL RIGHTS ACT OF 1964 AND EXECUTIVE ORDER 11063. The Contractor shall comply with the provisions of Titles VI and VIII of the Civil Rights Act of 1964 and with Executive Order 11063. No person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. No person shall, on the grounds of race, color, religion, sex, or national origin, be discriminated against in the sale, rental, or financing of dwellings. To the extent that any such sale, lease or other transfer of land shall occur, Contractor, in undertaking its obligation to carry out the Program assisted hereunder, will not itself so discriminate.

19. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974. The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

20. SECTION 504 OF THE REHABILITATION ACT OF 1973 AND THE AMERICANS WITH DISABILITIES ACT OF 1990. The Contractor shall comply with

section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as amended, and any applicable regulations, and with the Americans with Disabilities Act of 1990 (42 U.S.C. § 126), as amended, and any applicable regulations

The Contractor agrees that no qualified individual with handicaps shall, solely on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives federal financial assistance from HUD.

21. AGE DISCRIMINATION ACT OF 1975. The Contractor shall comply with the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), as amended, and any applicable regulations. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

22. NONDISCRIMINATION.

The Contractor shall comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 C.F.R. § 570.607. The applicable non-discrimination provisions in Section 109 of the Housing and Community Development Act of 1974 are still applicable. The Contractor shall comply with all other federal statutory and constitutional non-discrimination provisions. During the performance of this contract, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a

part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

- D. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- H. The Contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

With respect to construction contracts and subcontracts exceeding \$10,000, The Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967; Executive Order

11478 of August 8, 1969; Executive Order 12107 of December 28, 1978; Executive Order 12086 of October 5, 1978; and as supplemented in Department of Labor regulations (41 C.F.R. Part 60). Subrecipient shall include the following Specifications, which are required pursuant to 41 CFR 60-4.3 in all federally assisted contracts and subcontracts. For the purposes of the Equal Opportunity Construction Contract Specifications and Clause below, the term "Construction Work" means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

Standard Federal Equal Employment Opportunity Construction Contract Specifications for Contracts and Subcontracts in Excess of \$10,000. (Federal Notice Required by 41 CFR 60-4.3)

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - d. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the contractor or any subcontractor at any tier, subcontracts a portion of the work involving any Construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this Agreement resulted.
3. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or

through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this Agreement resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each Construction trade in which it has employees in the covered area. Covered Construction contractors performing Construction Work in geographical areas where they do not have a Federal or federally assisted Construction contract shall apply the minority and female goals established for the geographical areas where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each

Construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or woman sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where Construction Work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of Construction Work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with

other contractors and subcontractors with whom the contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female Construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the Program are reflected in the contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246 or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs.

12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, Construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of

requirements for hiring of local or other areas residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

23. CERTIFICATION OF NONSEGREGATED FACILITIES (Applicable to construction contracts exceeding \$10,000). The Contractor certifies that it does not maintain or provide for its establishments, and that it does not permit employees to perform their services at any location, under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for employees any segregated facilities at any of its establishments, and it will not permit employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this certification is a violation of the nondiscrimination clause of this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

The Contractor further agrees that (except where it has obtained for specific time periods) it will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the nondiscrimination clause; that it will retain such certifications in its files; and that it will forward the preceding notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

24. SECTION 503 OF THE REHABILITATION ACT OF 1973 (Applicable to contracts exceeding \$10,000). The Contractor shall comply with section 503 of the Rehabilitation Act of 1973 (29 U.S.C. § 793), as amended, and any applicable regulations.

A. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:

1. Recruitment, advertising, and job application procedures;
2. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
3. Rates of pay or any other form of compensation and changes in compensation;
4. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
5. Leaves of absence, sick leave, or any other leave;

6. Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
 7. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
 8. Activities sponsored by the Contractor including social or recreational programs; and
 9. Any other term, condition, or privilege of employment.
- B. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
- C. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
- D. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The Contractor must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).
- E. The Contractor will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.
- F. The Contractor will include the provisions of this clause in every subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

25. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968
(Applicable to contracts exceeding \$100,000 in value for housing construction, rehabilitation, or other public construction).

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 C.F.R. Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, the availability of apprenticeship and training positions, the qualifications for each, the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.
- D. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. Part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 135.
- E. The Contractor will certify that any vacant employment positions, including training positions, that are filled: (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. Part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 C.F.R. Part 135.
- F. Noncompliance with HUD's regulations in 24 C.F.R. Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of

contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

H. Irrespective of any applicable federal reporting requirements as noted in the statutory language above or otherwise, Contractor shall submit quarterly reports along with any supporting documentation, in a form acceptable to Subrecipient, of its Section 3 compliance efforts to Subrecipient. Contractor may be required to consolidate all reports received from subcontractors and lower-tiered subcontractors into a single report or several reports as reasonably requested by Subrecipient. Notwithstanding the provision of such reports and supporting documentation, Contractor shall maintain copies of all reports and supporting documents as set forth in these Supplementary Conditions.

26. **FAIR HOUSING ACT.** Contractor shall comply with the provisions of the Fair Housing Act of 1968 as amended. The act prohibits discrimination in the sale or rental of housing, the financing of housing or the provision of brokerage services against any person on the basis of race, color, religion, sex, national origin, handicap or familial status. Contractor shall comply with the provisions of the Equal Opportunity in Housing Act, which prohibits discrimination against individuals on the basis of race, color, religion, sex or national origin in the sale, rental, leasing or other disposition of residential property, or in the use or occupancy of housing assisted with federal funds.

LABOR PROVISIONS

27. **COPELAND "ANTI-KICKBACK" ACT (Applicable to all construction or repair contracts).** Salaries of personnel performing work under this contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the Copeland "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; 18 U.S.C. § 874; and 40 U.S.C. § 276c). The Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to ensure compliance by subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

28. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (Applicable to construction contracts exceeding \$2,000 and contracts exceeding \$2,500 that involve the employment of mechanics or laborers).** The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-330) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

All laborers and mechanics employed by contractors or subcontractors shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act, and the contractors and subcontractors shall comply with all regulations issued pursuant to that act and with other applicable federal laws and regulations pertaining to labor standards.

29. DAVIS-BACON ACT AND OTHER LABOR COMPLIANCE (Applicable to construction contracts exceeding \$2,000 when required by federal program legislation).

The Contractor shall comply with the Davis Bacon Act (40 U.S.C. §§ 276a to 276a-7) as supplemented by Department of Labor regulations (29 C.F.R. Part 5), and all other applicable federal, state, and local laws and regulations pertaining to labor standards insofar as they apply to the performance of this agreement. In addition, Contractor shall comply with the Federal Labor Standards Provisions set forth in Form HUD-4010, available at http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_12586.pdf.

All laborers and mechanics employed by contractors or subcontractors, including employees of other governments, on construction work assisted under this contract, and subject to the provisions of the Federal acts and regulations listed in this paragraph, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis Bacon Act. The Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to Subrecipient and GOSR for review upon request.

If Contractor is engaged under a contract in excess of \$2,000 for construction, renovation, or repair work financed in whole or in part with assistance provided by GOSR, Contractor agrees, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, to comply and to cause all subcontractors engaged under such contracts to comply with federal requirements adopted by GOSR pertaining to such contracts and with the applicable requirements of the Department of Labor under 29 C.F.R. Parts 1, 3, 5, and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is to relieve Contractor of its obligation, if any, to require payment of the higher wage. Contractor shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

ENVIRONMENTAL PROVISIONS

30. ENERGY EFFICIENCY. The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the New York State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

31. SOLID WASTE DISPOSAL. Pursuant to 2 CFR § 200.322, Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (codified at 42 USC § 6962). The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

32. CERTIFICATION OF COMPLIANCE WITH ENVIRONMENTAL LAWS.

The Contractor and all subcontractors agree to comply with the following requirements (and their state and/or local counterparts or analogues, if any) insofar as they apply to the performance of this Agreement as any of the following may hereinafter be amended, superseded, replaced, or modified:

- A. Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951, 3 C.F.R., 1977 Comp., p. 117, as interpreted at 24 C.F.R. Part 55), and Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961, 3 C.F.R., 1977 Comp., p. 121);
- B. Coastal Zone Management Act of 1972, as amended (16 U.S.C. § 1451 *et seq.*);
- C. Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300(f) *et seq.*, and 21 U.S.C. § 349, as amended), and EPA regulations for Sole Source Aquifers (40 C.F.R. Part 149);
- D. Endangered Species Act of 1973, as amended (16 U.S.C. § 1531 *et seq.*);
- E. Wild and Scenic Rivers Act of 1968, as amended (16 U.S.C. § 1271 *et seq.*);
- F. Clean Air Act, as amended (42 U.S.C. § 7401 *et seq.*);
- G. EPA regulations for Determining Conformity of Federal Actions to State or Federal Implementation Plans (40 C.F.R. Parts 6, 51, and 93);
- H. Farmland Protection Policy Act of 1981 (7 U.S.C. § 4201 *et seq.*), and USDA regulations at 7 C.F.R. Part 658;
- I. HUD criteria and standards at 24 C.F.R. Part 51;
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, Feb. 11, 1994 (59 FR 7629, 3 C.F.R., 1994 Comp. p. 859);
- K. Flood Disaster Protection Act of 1973, as amended (42 U.S.C. § 4001-4128);

- L. National Flood Insurance Reform Act of 1994 (42 U.S.C. § 5154a);
- M. Coastal Barrier Resources Act, as amended by the Coastal Barrier Improvement Act of 1990 (16 U.S.C. § 3501);
- N. Runway Clear Zone regulations (24 C.F.R. Part 51);
- O. Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251, *et seq.*), commonly known as the Clean Water Act, and all regulations and guidelines issued thereunder;
- P. Environmental Protection Agency ("EPA") regulations at 40 C.F.R. Part 50, as amended;
- Q. HUD regulations at 24 C.F.R. Part 51, Subpart B, and New York State and local laws, regulations, and ordinances related to noise abatement and control, as applicable;
- R. HUD regulations at 24 C.F.R. Part 51 Subpart C regarding siting of projects near hazardous operations handling conventional fuels or chemicals of an explosive or flammable nature;
- S. HUD and EPA regulations related to asbestos-containing material and lead-based paint, including but not limited to Part 56 of Title 12 of the Official Compilation of Codes, Rules and Regulations of the State of New York Department of Labor (12 NYCRR 56), the National Emission Standard for Asbestos (40 C.F.R. § 61.145), the National Emission Standard for Asbestos (40 C.F.R. § 61.150), and 24 C.F.R. Part 35 Subparts B, H, and J; and
- T. All other applicable environmental laws that may exist now or in the future.

Further, Contractor shall abide by any conditions or requirements set forth in any environmental review performed pursuant to 24 C.F.R. Part 58, which are HUD's regulations for Responsible Entities implementing the National Environmental Policy Act.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the Subrecipient, the following:

- A. A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the Excluded Party Listing System pursuant to 40 C.F.R. Part 32 or on the List of Violating Facilities issued by the EPA pursuant to 40 C.F.R. Part 15, as amended.
- B. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. § 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. § 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

PART II: REQUIRED STATE PROVISIONS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "Contract") agree to be bound by the following clauses which are hereby made a part of the Contract.

1. **ACCOUNTING RECORDS.** The Contractor shall establish and maintain complete Records, including accurate books, records, documents, accounts and other evidence directly pertinent to performance of work done for the Subrecipient under this Contract consistent with generally accepted bookkeeping practices. Subrecipient shall retain the Records, including all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement (i) for three (3) years from the time of closeout of HUD's grant to the State or for the period provided in the CDBG regulations at 24 CFR 570.487 (or other applicable laws and program requirements) and 24 CFR 570.488, or (ii) for six (6) years after the completion of a CDBG-DR funded project pursuant to 42 USC 12707(a)(4) and New York Civil Practice Law and Rules § 213, whichever may be longer, provided that Section 16 of the Required Federal Provisions herein is also satisfied. The Subrecipient, GOSR, and any person or entity authorized to conduct an examination shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The Subrecipient and GOSR shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform the Subrecipient and GOSR, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the Subrecipient's or GOSR's right to discovery in any pending or future litigation.

2. **NON-ASSIGNABILITY.** This Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous consent in writing of the Subrecipient and GOSR, and any attempts to assign the Contract without such written consent are null and void. However, this Contract shall be binding upon and inure to the benefit of the Subrecipient and GOSR, and their successors and assigns.

3. **INDEMNITY.** The Contractor shall indemnify and hold New York State and the Housing Trust Fund Corporation and their employees, officers, Members and Directors (collectively, the "Indemnities") harmless from and against all claims, demands, liability, loss, cost, damage or expense, including attorney's fees, which may be incurred by the Indemnities because of negligence or malfeasance on the part of the Contractor arising out of this Contract.

4. **NON-DISCRIMINATION.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any

employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status, domestic violence victim status, pregnancy, religious practice, presence of a service animal, or criminal conviction. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability; (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. Contractor is subject to fines of \$50 per person per day for any violation of Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

If directed to do so by the State Commissioner of Human Rights ("Commissioner"), the Contractor will send to each labor union to which the Contractor is bound a notice provided by the Commissioner advising of this provision. The Contractor will keep posted in conspicuous places notices of the Commissioner regarding laws against discrimination. The Contractor will state in all advertisements for employees that all qualified applicants will be afforded equal opportunities without discrimination because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status.

If the Contractor has fifteen or more employees, it is an unlawful employment practice for the Contractor to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to the individual's compensation, terms, conditions, or privileges of employment, or to limit, segregate, or classify employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect an individual's status as an employee, because of such individual's race, color, religion, sex, or national origin, or because an individual opposed any practice made unlawful by Title VII of the Civil Rights Act of 1964, as amended, or because he or she made a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under that Title, and that it shall be an unlawful employment practice to print or publish or cause to be printed or published any notice or advertisement relating to employment indicating any preference, limitation, specification, or discrimination on the basis of race, color, religion, sex, or national origin.

If the Contractor has fifteen or more employees, the Contractor: (1) will make and keep such records relevant to the determinations of whether unlawful employment practices have been or are being committed; (2) will preserve such records for such periods as the Equal Employment Opportunity Commission ("EEOC") shall prescribe by regulation; (3) will make such reports therefrom as the EEOC shall prescribe by regulation or order; (4) must post and keep posted in conspicuous places upon its premises where notices to employees and applicants for employment are customarily posted a notice prepared or approved by the EEOC setting forth excerpts from, or summaries of, pertinent provisions of Title VII of the Civil Rights Act of 1964, as amended, and information pertinent to the filing of a complaint.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will comply with all non-discriminatory employment practices, will furnish all information deemed necessary by the Commissioner, and will permit the Commissioner access to its records to ascertain compliance. The Contractor will bind all subcontractors hired to perform services in connection with this Contract to the requirements of this section, take such action for enforcement as the Commissioner may direct, and notify the Commissioner if such action results in litigation. This Contract may be terminated by Subrecipient upon the Commissioner's finding of non-compliance with this section, and the Contractor may be declared ineligible for future contracts with an agency of the state or a public authority until the Contractor satisfies the Commissioner of compliance.

5. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby the Agency or Agencies, is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the Agency or Agencies, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

- A. The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on Subrecipient's contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;
- B. At the request of the Subrecipient or GOSR, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and
- C. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of this Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of A through C above in every subcontract. Section 312 does not apply to: (i) work, goods or services unrelated to this Contract; or (ii) employment

outside New York State. Subrecipient and GOSR shall consider compliance by a Contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The Subrecipient and GOSR shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, Subrecipient and GOSR shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

6. OPPORTUNITIES FOR MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES. Contractor shall make a good faith effort to solicit active participation by enterprises identified in the New York State Minority and Women-Owned Business Enterprises Directory of Certified Firms in order to promote Subrecipient's obligation to make good-faith efforts to promote and assist the participation of certified M/WBEs through the use of contractors and their subcontractors in an amount equal to fifteen percent (15%) minority-owned business enterprises ("MBE") and fifteen percent (15%) women-owned business enterprises ("WBE").

Contractor agrees to be bound by the provisions of Section 316 of Article 15-A of the Executive Law, which pertain to enforcement of Article 15-A.

7. PROPRIETARY INFORMATION. All memoranda, analyses, spreadsheets and other pertinent documents or writings, including reports and financial statements developed or prepared by, or for, the Contractor in connection with the performance of this Contract are "Proprietary Information" and shall be, and remain, the property of the Subrecipient. All original documents constituting Proprietary Information shall be delivered to the Subrecipient by the Contractor, or any subcontractor, or any other person possessing them, upon the termination of this Contract or upon the earlier request of the Subrecipient, except that the Contractor may retain copies for its files. Proprietary Information may not be utilized, disclosed or otherwise made available to other persons by the Contractor without the prior written approval of the Subrecipient. The provisions of this section shall be in addition to, and not in derogation of, any duty imposed upon the Contractor by any law, regulation or rule governing professional conduct respecting confidentiality.

8. COPYRIGHT. If this Agreement results in any copyrightable material or inventions, the Subrecipient, GOSR, and/or HUD reserve the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes. This clause shall survive indefinitely the termination of this Agreement for any reason.

9. ENVIRONMENTAL LAWS. Contractor shall comply with any and all applicable New York State and local environmental laws, including all permits and approvals issued thereunder. Additionally, Contractor shall comply with any and all conditions or requirements set forth in an environmental review performed pursuant to the State Environmental Quality Review Act.

10. SECTION HEADINGS. The caption of sections in this Contract are inserted solely for convenience of reference and are not intended to define, limit, or describe the scope of this Contract or any provision hereof or to otherwise affect this Contract in any way. The section headings shall not be considered in any way in construing this Contract.

11. COUNTERPARTS. This Contract may be executed in any number of counterparts. Each such counterpart shall be deemed to be a duplicate original. All such counterparts shall constitute but one and the same instrument.

12. GOVERNING LAW. This Contract has been executed and delivered in, and shall be construed and enforced in accordance with the laws of, the State of New York. In the event of conflict between New York State law and federal laws and regulations, the latter shall prevail.

13. WORKERS' COMPENSATION. This Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

14. NO ARBITRATION. Disputes involving this Contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

15. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), the Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service of process hereunder shall be complete upon the Contractor's actual receipt of process or upon the Subrecipient's receipt of the return thereof by the United States Postal Service as refused or undeliverable. The Contractor must promptly notify the Subrecipient, in writing, of each and every change of address to which service of process can be made. Service of process by the Subrecipient to the last known address shall be sufficient. The Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

16. NON-COLLUSIVE BIDDING CERTIFICATION. If this Contract was awarded based upon the submission of a bid or proposal, the Contractor affirms, under penalty of perjury, that the prices in its bid or proposal were arrived at independently, without collusion, consultation, communication, or agreement, for the purpose of restricting competition, or as to any matter relating to such prices with any other Contractor or with any competitor.

17. LOBBYING REFORM LAW DISCLOSURE. If the procurement of the goods or services provided herein were applicable to Lobbying Reform Law Disclosure as pursuant to State Finance Law §§139-j and 139-k, the Subrecipient reserves the right to terminate this Contract in the event it is found that the certification filed by the Offerer/Bidder in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the Subrecipient may exercise their termination right by providing written notification to the Contractor.

18. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

19. GENERAL RESPONSIBILITY LANGUAGE. The Contractor shall at all times during Contract term remain responsible. The Contractor agrees, if requested by Subrecipient or GOSR, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

For purposes of this Agreement, Contractor responsibility generally means that the Contractor has the integrity to justify the award of public dollars and the capacity to perform the requirements of this Contract fully. In connection herewith, to the extent that the Subrecipient may make certain determinations with respect to Contractor responsibility, wherein the Subrecipient determines whether it has reasonable assurances that a Contractor is responsible, is an important part of the procurement process, promoting fairness in contracting, mitigating contract issues, and protecting the Contractor and the Subrecipient against failed contracts. In making such a responsibility determination, the Subrecipient shall evaluate the Contractor's responsibility with respect to four factors: (i) financial and organizational capacity; (ii) legal authority to do business in New York State; (iii) integrity; and (iv) previous performance.

20. SUSPENSION OF WORK (for Non-Responsibility). The Subrecipient reserves the right to suspend any or all activities under this Contract, at any time, when the Subrecipient discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Subrecipient issues a written notice authorizing a resumption of performance under the Contract.

21. TERMINATION (for Non-Responsibility). Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate Subrecipient staff, the Contract may be terminated by the Subrecipient at the Contractor's expense where the Contractor is determined by the Subrecipient to be non-responsible. In such event, the Subrecipient may complete the contractual requirements in any manner they deem advisable and pursue available legal or equitable remedies for breach.

22. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or

extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the Subrecipient.

During the term of the Contract, should the Subrecipient receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the Subrecipient will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the Subrecipient shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The Subrecipient reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

PART III: INSURANCE

A. Unless otherwise directed by GOSR, Contractor shall procure and maintain without interruption, at its sole cost and expense, during the term of this Agreement (or any extensions thereof) and for a period of two years thereafter, insurance of the type, and with limits and deductibles, as follows:

- a. **Commercial General Liability Insurance and Excess Liability Insurance.** Providing both bodily injury (including death) and property damage insurance with limits in the aggregate and per occurrence in accordance with the following table:

Contract Value	Commercial General Liability in combination with Excess (Umbrella) Liability	
	Each Occurrence	General Aggregate
< \$10M	\$2,000,000	\$2,000,000
> \$10M - \$50M	\$5,000,000	\$5,000,000
> \$50M	\$10,000,000	\$10,000,000

Such insurance is to be written on an occurrence basis with defense outside of limits. New York State, the New York State Housing Trust Fund Corporation, and the Subrecipient shall each be named as an additional insured. The minimum required level of insurance may be provided through a combination of commercial general liability and umbrella and/or excess liability policies.

- b. **Automobile Liability and Property Damage Insurance.** In an amount not less than One Million Dollars (\$1,000,000) combined single limit for both Bodily Injury and Property Damage.
- c. **Professional Liability.** If the Contractor is engaged in providing professional services under this Agreement, professional errors and omissions coverage with a limit not less than Two Million Dollars (\$2,000,000) in the aggregate and One Million Dollars (\$1,000,000) per occurrence. If the Contractor is not engaged in providing professional services under this Agreement, this professional errors and omissions coverage is not required.
- d. **Worker's Compensation.** Covering workers' compensation and employers' liability and disability benefits as required by the State of New York.
- B. In addition to the foregoing, Contractor and any subcontractors shall procure and maintain any and all insurance which is required by any applicable current or future law, rule, regulation, ordinance, permit, license, order or other legal requirement.
- C. All insurance shall be primary and non-contributory and shall waive subrogation against GOSR and the Subrecipient and all of either of their former, current, or future officers, directors, and employees. No deductible of more than \$50,000 shall be permitted without

advance written approval by GOSR, which GOSR may withhold, condition or deny in its sole and exclusive discretion.

- D. The Contractor shall provide Certificates of Insurance to GOSR and the Subrecipient prior to the commencement of work and shall provide full and complete copies of the actual policies and all endorsements upon request. Subcontractors under this Agreement shall be required to maintain insurance meeting all of the requirements set forth in Section A above for items a-d; however Contractor shall require subcontractors to maintain greater limits and/or other or additional insurance coverages if greater limits and/or other or additional insurance coverages are (a) generally imposed by the Contractor given its normal course of business for subcontracts for similar work or services to those being provided by the subcontractor at issue; or (b) reasonable and customary in the industry for similar work or services to those anticipated hereunder.
- E. If the above insurance requirements are potentially excessive because they exceed the type and/or amount of insurance which is reasonable and customary for similar work or services in the same general geographic area, Contractor shall, within fifteen (15) calendar days of the execution of this Agreement, provide written notice of the same to GOSR, along with a written summary of the type and amount of insurance Contractor believes is reasonable and customary for similar work or services in the same general geographic area. GOSR may, in GOSR's sole and exclusive discretion, but is under no obligation to, waive, decrease, or otherwise alter or amend the insurance requirements in light of this notice. However, notwithstanding anything to the contrary herein, nothing in this paragraph requires or shall be deemed to require GOSR to waive, decrease, alter or amend, in whole or in part, any insurance requirements as a result of the foregoing notice from Contractor or for any other reason, and no waiver, decrease, alteration or amendment shall be made except as approved in advance and in writing by GOSR.
- F. If the above insurance requirements are potentially inadequate because they do not meet or exceed the type and/or amount of insurance which is reasonable and customary for similar work or services in the same general geographic area, Contractor shall, within fifteen (15) calendar days of the execution of this Agreement, provide written notice of the same to GOSR, along with a written summary of the type and amount of insurance Contractor believes is reasonable and customary for similar work or services in the same general geographic area. GOSR may, in GOSR's sole and exclusive discretion, but is under no obligation to increase, supplement, expand, or otherwise alter or amend the insurance requirements in light of this notice. However, notwithstanding anything to the contrary herein, nothing in this paragraph requires or shall be deemed to require GOSR to increase, supplement, expand, or otherwise alter or amend, in whole or in part, any insurance requirements as a result of the foregoing notice from Contractor or for any other reason, and no increase, supplement, expansion or other alteration or amendment shall be made except in an amendment to this Agreement, as approved in advance and in writing by GOSR.

PART IV: REPORTING

Elation Systems, Inc. is a provider of cloud-based diversity and labor compliance reporting and management services. The Governor's Office of Storm Recovery (GOSR) has adopted this web-based compliance management system to help all of its Contractors, Subrecipients, and Subrecipient's Contractors receiving federal funds to adhere to Labor Compliance (Davis-Bacon), Minority and Women Owned Business (MWBE) and Section 3 reporting requirements.

Contractors, Subrecipients, and Subrecipient's Contractors must comply with instructions from GOSR on how and when to meet all reporting requirements, and how to utilize Elation to satisfy those requirements.

To this end, all Contractors, Subrecipients, and Subrecipient's Contractors must register with Elation Systems and attend an online training on the use of this tool. GOSR offers a series of virtual training events. GOSR requires all parties receiving federal funds through GOSR programs to use the Elation Systems application to make reporting requirements easier, faster and simpler to complete.

Prior to participating in training, it is necessary to create an Elation account. An account may be created at <https://www.elationsys.com/app/Registration/>.

Questions related to reporting requirements should be directed to GOSR's Monitoring and Compliance team at stormrecovery.dl.gosr-monitoring&compliance@stormrecovery.ny.gov.

EXHIBIT B

CBDG-DR FUNDED PROFESSIONAL SERVICES AGREEMENTS IN THE NY RISING
COMMUNITY RECONSTRUCTION PROGRAM (1 PAGE)

07/27/2015

**CDBG-DR Funded Professional Services Agreements in the
NY Rising Community Reconstruction Program**

- Pursuant to your Subrecipient Agreement, you must include the most recent version of the Governor's Office of Storm Recovery Supplementary Conditions for Contracts (Supplementary Conditions), a version of which was attached to that Subrecipient Agreement as Exhibit E, in any contract you enter into under that Subrecipient Agreement for the purpose of implementing a NY Rising Community Reconstruction Program project. In order to do so, you must:
 1. Attach the most recent version of the Supplementary Conditions to your professional services agreement prior to execution; and
 2. Enter the names of the Subrecipient and the Contractor in the Definitions section of the Supplementary Conditions; and
 3. Include the following language in your professional services agreement, or similar language that incorporates the provisions of the Supplementary Conditions into your professional services agreement. Please note that "Contract" must be defined in your agreement, and can be replaced with "Agreement" or other language as applicable.

"All attachments and exhibits to this Contract are hereby incorporated by reference into the Contract and are considered a material part of this Contract. Should any provision(s) of this Contract (including any terms in any of the attachments and/or exhibits thereto and amendments thereof) be deemed to be in conflict with any other provision(s), the provisions shall be applied pursuant to the priority set forth in the Order of Precedence section of the Governor's Office of Storm Recovery Supplementary Conditions for Contracts."

- Please note that:
 - You must obtain GOSR's consent prior to entering into an agreement with any contractor that will provide services under that Subrecipient Agreement.
 - In the case of a contractor procured using a Request for Qualifications where there is no price competition, profit must be negotiated as a separate element of the price for the contract.
 - "Cost plus a percentage of cost" and "percentage of construction cost" methods of contracting are not permitted.
 - Your agreement must include performance measures; for example, a schedule or timeframe for submission of deliverables with penalties if goals are not met.

Should you have any questions please contact your GOSR Regional Lead and/or Project Coordinator.

EXHIBIT C

INSURANCE REQUIREMENTS

A. Contractor shall procure and maintain without interruption, at its sole cost and expense, during the term of this Agreement (or any extensions thereof) and for a period of two years thereafter, insurance of the type, and with limits and deductibles, as follows:

- a. Commercial General Liability Insurance. Providing both bodily injury (including death) and property damage insurance with a limit not less than Two Million Dollars (\$2,000,000) in the aggregate and One Million Dollars (\$1,000,000) per occurrence. Such insurance is to be written on an occurrence basis with defense outside of limits. New York State, the New York State Housing Trust Fund Corporation, and the Subrecipient shall each be named as an additional insured.
- b. Automobile Liability and Property Damage Insurance. In an amount not less than One Million Dollars (\$1,000,000) combined single limit for both Bodily Injury and Property Damage.
- c. Professional Liability. If the Contractor is engaged in providing professional services under this Agreement, professional errors and omissions coverage with a limit not less than Two Million Dollars (\$2,000,000) in the aggregate and One Million Dollars (\$1,000,000) per occurrence. If the Contractor is not engaged in providing professional services under this Agreement, this professional errors and omissions coverage is not required.
- d. Worker's Compensation. Covering workers' compensation and employers' liability and disability benefits as required by the State of New York.
- e. Excess Liability Insurance. Not less than Eight Million Dollars (\$8,000,000) in the aggregate and per occurrence or per claim. This insurance shall be excess of the insurance in items 1, 2 and 3 above and shall be written on an occurrence and follow form basis. New York State, the New York State Housing Trust Fund Corporation, and the Subrecipient shall each be named as an additional insured for excess coverage with respect to the type of coverage set forth in item 1 above.

B. In addition to the foregoing, Contractor and any subcontractors shall procure and maintain any and all insurance which is required by any applicable current or future law, rule, regulation, ordinance, permit, license, order or other legal requirement.

C. All insurance shall be primary and non-contributory and shall waive subrogation against GOSR and the Subrecipient and all of either of their former, current, or future officers, directors, and employees. No deductible of more than \$50,000 shall be permitted without advance written approval by GOSR, which GOSR may withhold, condition or deny in its sole and exclusive discretion.

EXHIBIT D

PROJECT TIMELINE AND MILESTONES



TOWN OF HEMPSTEAD

ARCHITECTURAL/ENGINEERING DESIGN, BIDDING AND CONSTRUCTION
ADMINISTRATION AND INSPECTION SERVICES

MEADOWBROOK CORRIDOR GREEN INFRASTRUCTURE

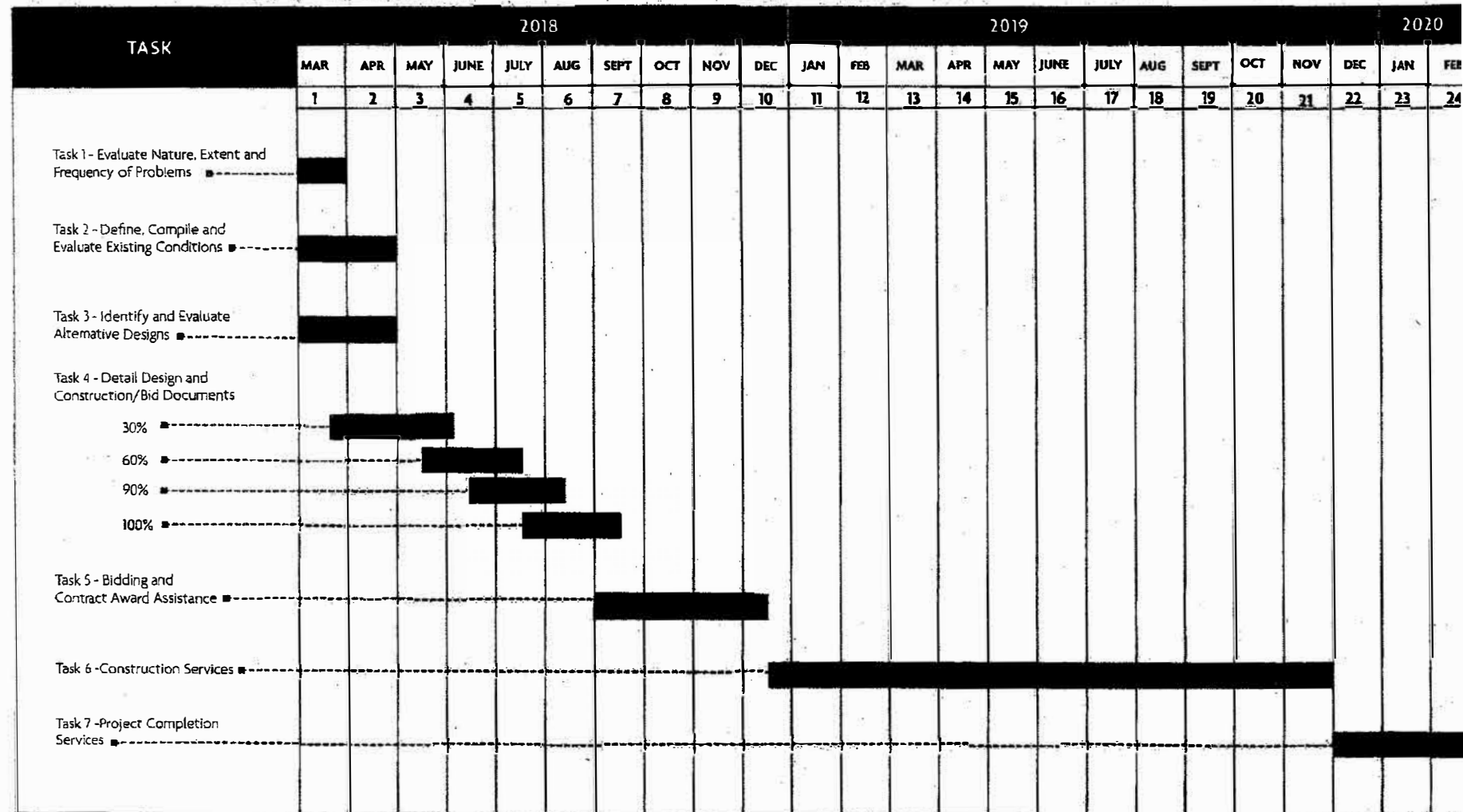


Figure 4-
Project Schedule

EXHIBIT E
SUBRECIPIENT CONTRACTOR UTILIZATION PLAN


M/WBE UTILIZATION PLAN

INSTRUCTIONS: This form is submitted at the time of bid or procurement submission, or at the time of contract execution, or within a reasonable time thereafter as outlined in procurement submission instructions. This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each certified Minority and Women-owned Business Enterprise (M/WBE) under the contract. Attach additional sheets if necessary.

Subrecipient Name:		Project Name:	Meadowbrook Corridor Green Infrastructure
Offeror's Name:	D&B Engineers and Architects, P.C.	Federal ID Number:	11-2393559
Address:	330 Crossways Park Drive	Contract Number (if applicable):	N/A
City State & Zip Code:	Woodbury, NY 11797	Phone:	(516) 364-9890
Location of Work:	Meadowbrook Corridor		

M/WBE Target Goal				M/WBE Utilization Goal			
Category				Category			
MBE	15 %	\$	18,975	MBE	15 %	\$	18,975
WBE	15 %	\$	18,975	WBE	15 %	\$	18,975
Totals:	30 %	\$	37,950	Totals:	30 %	\$	37,950

1. Certified M/WBE Subcontractors/Suppliers Information:		Classification NYS-ESD Certified (Choose One Only)		Federal ID No. :	Detailed Description of Work:	Dollar Value of Subcontractors/Supplies/Services	Intended performance dates on each component of the contract
		MBE	WBE				
A	Name: Gayron de Bruin Land Surveying and Engineering, P.C.		X	27-4429063	Land Surveying	18,975	TBD
	Address: 11 Union Avenue, Bethpage						
	Email: cgayron@gayrondebruin.com						
	Phone: (516) 579-3111						
B	Name: KS Engineers, P.C.	X		22-3341410	Construction Inspection	18,975	TBD
	Address: 494 Broad Street, Newark, NJ 07102						
	Email: kmoutal@kseng.com						
	Phone: (973)623-2999						
C	Name:						
	Address:						
	Email:						
	Phone:						
D	Name:						
	Address:						
	Email:						
	Phone:						

Contractor Use:	
Name of Preparer:	William D. Merklin, P.E.
Authorized Signature:	
Date:	January 12, 2018
Email:	bmerklin@db-eng.com
Phone:	(516) 364-9890

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION APPOINTING MATTHEW ARACICH
TO THE TOWN OF HEMPSTEAD LABOR ADVISORY
COUNCIL.

WHEREAS, there heretofore has been established the Town of Hempstead Labor Advisory Council; and

WHEREAS, a vacancy on said Board exists; and

WHEREAS, this Town Board deems it in the public interest to have the benefit of viewpoints of another qualified individual as a member of the Town of Hempstead Labor Advisory Council; and

WHEREAS, Matthew Aracich, 300 Motor Parkway, Suite 200, Hauppauge, NY 11788, is well qualified by reason of his educational and business background to serve as a member of said Council;

NOW, THEREFORE, BE IT

RESOLVED, that Matthew Aracich, 300 Motor Parkway, Suite 200, Hauppauge, NY 11788, be and he hereby is appointed as a member of the Town of Hempstead Labor Advisory Council; and BE IT FURTHER

RESOLVED, that this appointment shall take effect immediately, upon the same terms and conditions as set forth in Resolution No. 2979-1965, adopted December 28, 1965.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

37

Case #

11721

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION APPOINTING KEVIN B. CASEY TO
THE TOWN OF HEMPSTEAD LABOR ADVISORY
COUNCIL.

WHEREAS, there heretofore has been established the Town of Hempstead Labor Advisory Council; and

WHEREAS, a vacancy on said Board exists; and

WHEREAS, this Town Board deems it in the public interest to have the benefit of viewpoints of another qualified individual as a member of the Town of Hempstead Labor Advisory Council; and

WHEREAS, Kevin B. Casey, 39 Debragga Avenue, East Moriches, NY 11940, is well qualified by reason of his educational and business background to serve as a member of said Council;

NOW, THEREFORE, BE IT

RESOLVED, that Kevin B. Casey, 39 Debragga Avenue, East Moriches, NY 11940, be and he hereby is appointed as a member of the Town of Hempstead Labor Advisory Council; and BE IT FURTHER

RESOLVED, that this appointment shall take effect immediately, upon the same terms and conditions as set forth in Resolution No. 2979-1965, adopted December 28, 1965.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

38

Case #

11721

CASE NO.

RESOLUTION NO.

Adopted

Councilperson
moved its adoption:

offered the following resolution and

**RESOLUTION AUTHORIZING THE AWARD OF A BID FOR
THE INSTALLATION OF ROADWAY CONDUIT
STREET LIGHTING-VARIOUS LOCATIONS
TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK FOR 2018
PW# 3-18**

WHEREAS, the Commissioner of the Department of General Services/(the "Commissioner") advertised for receipt of bids for the Installation of Roadway Conduit, Street Lighting-Variou Locations, Town of Hempstead, Nassau County, New York, PW# 3-18 (the "Project); and

WHEREAS, the following bids were received and opened in the Commissioner's Office on March 9, 2018:

Anker's Electric Service, Inc. \$ 68,640.00
American Paving & Masonry, Corp..... \$ 100,000.00
and;

WHEREAS, the Commissioner has recommended that the contract for the Project be awarded to Anker's Electric Service Inc., 10 South Fifth St., Locust Valley, New York 11560 (the "Contractor), as the lowest responsible bidder at it's bid price of \$ 68,640.00; and

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

WHEREAS, said contract will run from on or before a date to be specified in a written "Notice to Proceed" issued by the Town of Hempstead and to fully complete the project within 180 consecutive calendar days thereafter as stipulated in the bid documents; and

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board hereby awards a contract to the Contractor for the Project, as the lowest responsible bidder at its bid price of \$68,640.00; and be it further

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

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

RESOLVED, that the Comptroller be hereby is authorized and directed to make payments in accordance with the contract executed from the Town of Hempstead Street Lighting Account Number 171-003-0171-4635 Restoration.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 39

Case # 8143

CASE NO.

RESOLUTION NO.

Adopted:

adoption:

Offered the following resolution and moved its

RESOLUTION AUTHORIZING THE TOWN OF HEMPSTEAD TO PAY ANNUAL INDIVIDUAL MEMBERSHIP DUES TO THE BUILDING INSPECTORS ASSOCIATION OF NASSAU COUNTY FOR ALL CODE ENFORCEMENT OFFICERS OF THE TOWN BUILDING DEPARTMENT

WHEREAS, New York State Department of State, requires a minimum of 24 hours of in-service training for Code Enforcement Officers, certified by New York State; and

WHEREAS, it continues to be in the best interest of the Town of Hempstead to sponsor the membership in Building Inspectors Association of Nassau County "B.I.A.N.C.O" for all Code Enforcement Officers of the Building Department. Such membership in B.I.A.N.C.O and attendance at the in-service training classes they provide in conformance with New York State Department of State mandates the Code Enforcement Officers to maintain their accreditation as required by state law; and

WHEREAS, the Commissioner of the Department of Buildings has requested payment for all Code Enforcement Officers of the Building Department be made for membership for the year May 1, 2018 to April 30, 2019 to B.I.A.N.C.O to facilitate compliance with said New York State Department of State education requirements; and

WHEREAS, the Town Board deems it in the best interest of the Town to pay the individual membership dues to B.I.A.N.C.O for all Code Enforcement Officers of the Town Building Department.

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board hereby approves the payment of individual membership dues to the Building Inspectors Association of Nassau County for all Code Enforcement Officers of the Town Building Department; and be it further

RESOLVED, that the comptroller is hereby authorized and directed to pay individual memberships currently \$85.00 annually, at a total cost of \$4,505.00 for the department's current staff to be paid out of and charged against the department of buildings fees and services account 030-002-3620-4151 with payments made to Building Inspectors Association of Nassau County, 1 Washington Street, Hempstead, New York 11550.

The forgoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

40

Case #

3003

Amending Resolution No. 19-2018 Re: Various offices, positions & occupations in the Town Government of the Town of Hempstead

Item # 41
Case # 7

CASE NO. 29906

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION CALLING A PUBLIC HEARING ON A PROPOSED LOCAL LAW TO AMEND CHAPTER 202 OF THE CODE OF THE TOWN OF HEMPSTEAD TO INCLUDE AND REPEAL "REGULATIONS & RESTRICTIONS" TO LIMIT PARKING AT VARIOUS LOCATIONS.

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

WHEREAS, it appears to be in the public interest to consider the enactment of a local law amending Chapter 202 of the Code of the Town of Hempstead entitled "REGULATIONS & RESTRICTIONS" to limit parking at various locations; and

WHEREAS, has introduced a proposed local law known as Intro. No. 27-2018, 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 April 24th, 2018 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. 27-2018, 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 #

29906

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 24th day of April, 2018, 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 SECTION 202-13 WEIDNER AVENUE (TH 57/18) North Side - NO PARKING 8AM TO 10 AM - starting at a point 30 feet east of the east curbline of Yost Blvd east for a distance of 219 feet.

WEIDNER AVENUE (TH 57/18) North Side - NO PARKING 8AM TO 10 AM - starting at a point 295 feet east of the east curbline of Yost Blvd east for a distance of 59 feet.

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

OCEANSIDE SECTION 202-13 WEIDNER AVENUE (TH 33/94) North Side - NO PARKING BETWEEN SIGNS 8 A.M. TO 10 A.M. - starting at a point 296 feet east of the east curbline of Yost Boulevard, east for a distance of 60 feet. (Adopted: 7/26/94)

WEIDNER AVENUE (TH 182/84) North Side - NO PARKING 8 A.M. TO 10 A.M. - starting at a point 60 feet east of the east curbline of Yost Boulevard, east for a distance of 156 feet. (Adopted 10/16/84)

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

Dated: April 10, 2018
Hempstead, New York

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

LAURA A. GILLEN
Supervisor

SYLVIA A. CABANA
Town Clerk

Town of Hempstead

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

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

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

OCEANSIDE
SECTION 202-13

WEIDNER AVENUE (TH 57/18) North Side – NO
PARKING 8AM TO 10 AM – starting at a point 30 feet east
of the east curbline of Yost Blvd east for a distance of 219
feet.

WEIDNER AVENUE (TH 57/18) North Side – NO
PARKING 8AM TO 10 AM – starting at a point 295 feet east
of the east curbline of Yost Blvd east for a distance of 59 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 twelve of two thousand eighteen is hereby amended by repealing therein "REGULATIONS AND RESTRICTIONS" to limit parking at the following locations:

OCEANSIDE
SECTION 202-13

WEIDNER AVENUE (TH 33/94) North Side – NO
PARKING BETWEEN SIGNS 8 A.M. TO 10 A.M. –
starting at a point 296 feet east of the east curbline of Yost
Boulevard, east for a distance of 60 feet. (Adopted: 7/26/94)

WEIDNER AVENUE (TH 182/84) North Side – NO
PARKING 8 A.M. TO 10 A.M. – starting at a point 60 feet
east of the east curbline of Yost Boulevard, east for a distance
of 156 feet. (Adopted 10/16/84)

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

CASE NO. 29907

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION CALLING A PUBLIC HEARING ON A PROPOSED LOCAL LAW TO AMEND CHAPTER 202-1 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 Chapter 202-1 of the Code of the Town of Hempstead entitled "PARKING OR STANDING PROHIBITONS" at various locations; and

WHEREAS, Councilman _____ has introduced a proposed local law known as Intro. No. 28-2018, 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 April 24th, 2018, 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. 28-2018, Print No. 1, to amend Chapter 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 # 29907

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 24th day of April, 2018, at 10:30 o'clock in the forenoon of that day to consider the enactment of a local law to amend Section 202-1 of the code of the Town of Hempstead to INCLUDE AND REPEAL "PARKING OR STANDING PROHIBITIONS" at the following locations:

- BELLMORE REDMOND ROAD (TH 64/18) North Side - NO STOPPING HERE TO CORNER- starting at the west curbline of Bellmore Avenue west for a distance of 30 feet.
- HEWLETT ERICK AVENUE (TH 51/18) West Side - NO STOPPING ANYTIME - from the north curbline of Broadway north for a distance of 335 feet.
- INWOOD JEFFERSON STREET (TH 59/18) North Side - NO STOPPING HERE TO CORNER - from the west curbline of James Street west for a distance of 30 feet.
- OCEANSIDE WEIDNER AVENUE (TH 57/18) North Side - NO STOPPING HERE TO CORNER - from the East curbline of Yost Blvd east for a distance of 30 feet.
- UNIONDALE CAMBRIA STREET (TH 65/18) South Side - NO STOPPING ANYTIME - starting a point 365 feet east of the east curbline of Arcadia Avenue then east for a distance of 60 feet.

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

- HEWLETT ERICK AVENUE (TH 85/68) Southwest Side - NO STOPPING ANYTIME - from the southwest curbline of Broadway west to a point opposite the southeast curbline of Vian Avenue. (Adopted: 07/09/68)

OCEANSIDE WEIDNER AVENUE (TH 112/84) North Side - NO
STOPPING HERE TO CORNER - starting at the
east curbline of Yost Boulevard east for a
distance of 60 feet (Adopted: 06/26/84)

WOODMERE IBSEN STREET (TH 493/17) North Side - NO
STOPPING HERE TO CORNER - starting from
the west curbline of Derby Avenue west for
a distance of 30 feet.
(Adopted 1/29/18)

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

Dated: April 10, 2018
Hempstead, New York

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

LAURA A. GILLEN
Supervisor

SYLVIA A. CABANA
Town Clerk

Town of Hempstead

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

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

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

- BELLMORE REDMOND ROAD (TH 64/18) North Side – NO STOPPING HERE TO CORNER– starting at the west curbline of Bellmore Avenue west for a distance of 30 feet.
- HEWLETT ERICK AVENUE (TH 51/18) West Side – NO STOPPING ANYTIME – from the north curbline of Broadway north for a distance of 335 feet.
- INWOOD JEFFERSON STREET (TH 59/18) North Side – NO STOPPING HERE TO CORNER – from the west curbline of James Street west for a distance of 30 feet.
- OCEANSIDE WEIDNER AVENUE (TH 57/18) North Side – NO STOPPING HERE TO CORNER – from the East curbline of Yost Blvd east for a distance of 30 feet.
- UNIONDALE CAMBRIA STREET (TH 65/18) South Side – NO STOPPING ANYTIME – starting a point 365 feet east of the east curbline of Arcadia Avenue then east for a distance of 60 feet.

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

- HEWLETT ERICK AVENUE (TH 85/68) Southwest Side – NO STOPPING ANYTIME – from the southwest curbline of Broadway west to a point opposite the southeast curbline of Vian Avenue. (Adopted: 07/09/68)
- OCEANSIDE WEIDNER AVENUE (TH 112/84) North Side – NO STOPPING HERE TO CORNER – starting at the east curbline of Yost Boulevard east for a distance of 60 feet (Adopted: 06/26/84)
- WOODMERE IBSEN STREET (TH 493/17) North Side – NO STOPPING HERE TO CORNER – starting from the west curbline of Derby Avenue west for a distance of 30 feet. (Adopted 1/29/18)

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

CASE NO. 29908

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION CALLING A PUBLIC HEARING ON A PROPOSED LOCAL LAW TO AMEND SECTION 197-2 OF THE CODE OF THE TOWN OF HEMPSTEAD TO INCLUDE "U-TURNS PROHIBITED" AT VARIOUS LOCATIONS.

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

WHEREAS, it appears to be in the public interest to consider the enactment of a local law amending Section 197-2 of the Code of the Town of Hempstead entitled "U-TURNS PROHIBITED" at various locations; and

WHEREAS, has introduced a proposed local law known as Intro. No. 29-2018, Print No. 1 to amend the said Section 197-2 of the Code of the Town of Hempstead to include "U-TURNS PROHIBITED" at various locations; NOW, THEREFORE, BE IT

RESOLVED, that a public hearing be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York on April 24th, 2018, 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. 29-2018, Print No. 1, to amend Section 197-2 of the Code of the Town of Hempstead to include "U-TURNS PROHIBITED" at various locations; and, BE IT FURTHER

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

The foregoing resolution was adopted upon roll call as follows:

AYES: ()

NOES: ()

Item # 44

Case # 29908

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 24th day of April, 2018, at 10:30 o'clock in the forenoon of that day to consider the enactment of a local law to amend Section 197-2 of the code of the Town of Hempstead to INCLUDE "U-TURNS PROHIBITED" at the following locations:

NORTH MERRICK ORCHARD STREET (TH 045/18) NO U-TURN - All traffic traveling eastbound and westbound of Orchard Street between Merrick Avenue and Little Whaleneck Road shall be prohibited from making U-Turn maneuvers.

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

Dated: April 10, 2018
Hempstead, New York

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

LAURA A. GILLEN
Supervisor

SYLVIA A. CABANA
Town Clerk

Town of Hempstead

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

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

Section 1. Section one hundred ninety seven dash two of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine, said Section last amended by local law number fifteen of two thousand eighteen is hereby amended by including therein "U-TURNS PROHIBITED" at the following locations:

NORTH MERRICK

ORCHARD STREET (TH 045/18) NO U-TURN – All traffic traveling eastbound and westbound of Orchard Street between Merrick Avenue and Little Whaleneck Road shall be prohibited from making U-Turn maneuvers.

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

CASE NO. 29909

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

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

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

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

WHEREAS, has introduced a proposed local law known as Intro. No. 30-2018, Print No. 1 to amend the said Section 197-13 of the Code of the Town of Hempstead to include "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS" at various locations; NOW, THEREFORE, BE IT

RESOLVED, that a public hearing be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York on April 24th, 2018 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. 30-2018, Print No. 1, to amend Section 197-13 of the Code of the Town of Hempstead to include "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS" at various locations; and, BE IT FURTHER

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

The foregoing resolution was adopted upon roll call as follows:

AYES: ()

NOES: ()

Item #

45

Case #

29909

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 24th day of April, 2018, at 10:30 o'clock in the forenoon of that day to consider the enactment of a local law to amend Section 197-13 of the code of the Town of Hempstead to INCLUDE "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS" at the following locations:

WANTAGH

OAKFIELD AVENUE (TH 091/18) East Side - NO PARKING 8 AM TO 4 PM SCHOOL DAYS - starting at a point 443 feet north of the north curblineline of Glenn Road north for a distance of 54 feet.

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

Dated: April 10, 2018
Hempstead, New York

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

LAURA A. GILLEN
Supervisor

SYLVIA A. CABANA
Town Clerk

Town of Hempstead

A local law to amend Section one hundred ninety seven dash thirteen of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine, to repeal "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS" at various locations.

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

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

WANTAGH

OAKFIELD AVENUE (TH 091/18) East Side – NO PARKING 8 AM TO 4 PM SCHOOL DAYS – starting at a point 443 feet north of the north curblineline of Glenn Road north for a distance of 54 feet.

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

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION CALLING A PUBLIC HEARING ON A LOCAL LAW TO ESTABLISH CHAPTER 3 OF THE CODE OF THE TOWN OF HEMPSTEAD TO BE ENTITLED "APPRENTICESHIP TRAINING PROGRAMS FOR TOWN CONTRACTS."

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

WHEREAS, it is in the public interest to consider the enactment of a local law to establish Chapter 3 of the Code of the Town of Hempstead to be entitled "Apprenticeship Training Programs for Town Contracts" in order to (i) codify the Town's policy that, with respect to certain Town construction contracts, contractors and subcontractors shall have in place apprenticeship training agreements appropriate for the type and scope of work to be performed; and (ii) require, with respect to such construction contracts, that contractors and subcontractors demonstrate that the apprenticeship programs used on these projects have graduated apprentices; and

WHEREAS, _____ has introduced the proposed local law known as Intro. No. -2018 Print No. 1, as aforesaid; and

NOW, THEREFORE, BE IT

RESOLVED, that a public hearing be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Village and Town of Hempstead, New York on the 24th day of April, 2018 at 10:30 o'clock in the forenoon of that day at which time all interested persons shall be heard on the enactment of a local law known as Intro. No. -2018, Print No. 1, to establish Chapter 3 of the Code of the Town of Hempstead to be entitled "Apprenticeship Training Programs for Town Contracts" in order to (i) codify the Town's policy that, with respect to certain Town construction contracts, contractors and subcontractors shall have in place apprenticeship training agreements appropriate for the type and scope of work to be performed; and (ii) require, with respect to such construction contracts, that contractors and subcontractors demonstrate that the apprenticeship programs used on these projects have graduated apprentices; and, be it further

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

46

Case #

29378

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that pursuant to article 9 of the New York State Constitution, the provisions of the Town Law and Municipal Home Rule Law of the State of New York, as amended, a public hearing will be held in the Nathan L. H. Bennett Pavilion, Hempstead Town Hall, Town Hall Plaza, 1 Washington Street, Village and Town of Hempstead, New York, on Tuesday, the 24th day of April, 2018, at 10:30 o'clock in the forenoon of that day, to consider the enactment of a local law to establish Chapter 3 of the Code of the Town of Hempstead to be entitled "Apprenticeship Training Programs for Town Contracts" in order to (i) codify the Town's policy that, with respect to certain Town construction contracts, contractors and subcontractors shall have in place apprenticeship training agreements appropriate for the type and scope of work to be performed; and (ii) require, with respect to such construction contracts, that contractors and subcontractors demonstrate that the apprenticeship programs used on these projects have graduated apprentices.

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
April 10, 2018

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

SYLVIA A. CABANA
Town Clerk

LAURA A. GILLEN
Supervisor

Intro No.

Print No.

Town of Hempstead

**A LOCAL LAW ESTABLISHING CHAPTER 3 OF THE
CODE OF THE TOWN OF HEMPSTEAD ENTITLED
"APPRENTICESHIP TRAINING PROGRAMS FOR
TOWN CONTRACTS".**

Introduced by:

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

Section 1. Legislative Intent.

The Board finds that apprenticeship training programs provide workers with skills required to assure the safe construction and improvement of facilities throughout the Town. As such, the Board finds that it is in the best interest of the Town of Hempstead to establish Chapter 3 of the Town Code entitled "Apprenticeship Training Programs for Town Contracts" in order to require that, with respect to construction contracts in excess of \$250,000, contractors and subcontractors shall have in place apprenticeship training agreements appropriate for the type and scope of work to be performed which have been registered with and approved by the New York State Commissioner of Labor in accordance with Article 23 of the New York Labor Law as evidenced by valid Certificates of Completion demonstrating that apprentices have graduated from such programs.

Section 2.

Chapter 3 of the Town Code entitled "Apprenticeship Training Programs for Town Contracts" is hereby established to read as follows:

Chapter 3

Apprenticeship Training Programs for Town Contracts

§ 3-1 Legislative intent.

The Board finds that apprenticeship training programs provide workers with skills required to assure the safe construction and improvement of facilities throughout the Town. It is the intent of this local law to require that, with respect to construction contracts in excess of \$250,000, contractors and subcontractors shall have in place apprenticeship training agreements appropriate for the type and scope of work to be performed which have been registered with and approved by the New York State Commissioner of Labor in accordance with Article 23 of the New York Labor Law as evidenced by valid Certificates of Completion demonstrating that apprentices have graduated from such programs.

§ 3-2 Definitions.

As used in this local law, the following terms shall have the meanings indicated:

CERTIFICATE OF COMPLETION

A certificate issued by the DOL, which recognizes an individual's successful completion of a state-approved and state-registered apprenticeship program in any trade and job title necessary for the performance of the Construction Contract. The certificate shall evidence that the successful completion occurred within the Program Time Period.

CONSTRUCTION CONTRACT

Any contract for the construction, reconstruction, improvement, rehabilitation, installation, alteration, renovation, or demolition of any building, facility or physical structure of any kind to which the Town or any of its departments or agencies is a signatory with a value in excess of \$250,000.

CONTRACTOR or SUBCONTRACTOR

A contractor or subcontractor who employs labor under a Construction Contract.

DOL

The New York State Department of Labor.

PROGRAM TIME PERIOD

The period of time equal to 24 months plus the apprenticeship program's length as established by the DOL for the specific trade referenced in the Certificate of Completion, measured retroactively from the date of the bid opening for the Construction Contract. For purposes of this definition, the program time period for the trade of laborer shall be 24 months.

SPONSOR

Any organization or entity operating an apprenticeship program registered with the DOL and in whose name the program is registered.

TOWN

The Town of Hempstead.

§3-3. Requirements.

- A. Every Contractor, prior to entering into a Construction Contract with the Town, or any Subcontractor entering into a contract with a Contractor who has a Construction Contract with the Town, shall have apprenticeship agreements appropriate for the type and scope of work to be performed, which have been registered with and approved by the New York State Commissioner of Labor in accordance with Article 23 of the New York Labor Law, as evidenced by valid Certificates of Completion which are specifically identified as pertaining to the trade (s) and/ or job title (s) called for within the Construction Contract, anything in Section 103 of the New York General Municipal Law to the contrary notwithstanding.
- B. Prior to entering into a Construction Contract with the Town, a Contractor must submit to the Town, Certificates of Completion showing that they, or their Sponsor, graduated at least one apprentice from a state approved and registered apprenticeship program, in the trade and/or job title called for within the Construction Contract, within the Program Time Period. If a Contractor is a signatory to a Sponsor, the Contractor must submit to the Town a letter from the Sponsor verifying its signatory status.
- C. It shall be a Contractor's responsibility to submit the required Certificates of Completion as part of any bid submitted in connection with a Construction Contract and to provide to the Town department or agency administering the Construction Contract the identity of apprentices who have graduated from their apprenticeship program.
- D. If a Contractor utilizes a Subcontractor on a Construction Contract, the Contractor shall submit Certificates of Completion showing that the Subcontractor's Sponsor graduated at least one apprentice from a state approved and registered apprenticeship program, in the trade and/or job title called for within the Construction Contract, within the Program Time Period. The Contractor must submit these certificates at a

time designated by the department or agency administering the Construction Contract, but in any event, these forms must be received by the Town prior to a Subcontractor beginning work under the Construction Contract. If the Subcontractor is a signatory to a Sponsor, the Contractor must submit to the Town a letter from the Sponsor verifying the signatory status.

- E. It shall be the responsibility of the Town department or agency administering a Construction Contract to verify that a Contractor or Subcontractor is a participant in a state approved and registered apprenticeship program and to include the submitted Certificates of Completion as an attachment to the final contract, work order or other document memorializing the award of work to the Contractor.
- F. It shall be the responsibility of the Town department or agency administering a Construction Contract to designate an individual within that department or agency who shall be responsible for specifically identifying within a Construction Contract the trade (s) and/or job title (s) necessary to perform the Construction Contract and verifying the validity of Certificates of Completion and including same as an attachment to the final contract, work order or other document memorializing the award of work to the Contractor or Subcontractor.
- G. In the event a Town department or agency is in need of guidance in the administration of the provisions of this Chapter, the department or agency shall seek advice from the Town Attorney or Town Comptroller, as appropriate.

§3-4. Exceptions.

This Chapter shall not apply:

- A. Where a specific trade has not been included among the list of trades maintained by the New York State Commissioner of Labor available for such apprenticeship agreements at the time of opening bids for the project;
- B. To any Construction Contracts utilizing federal, state, county or other funding assistance to the extent such funding assistance precludes application of this section;
- C. To emergency procurements pursuant to General Municipal Law § 103; or
- D. To any Subcontractor upon receipt of proof in the form of a sworn written statement by the Contractor that such Subcontractor is entitled to receive less than \$25,000 under the Construction Contract.

§3-5. Enforcement.

The Town Attorney is hereby authorized, empowered and directed to promulgate such rules and regulations that are lawful, necessary and appropriate for the implementation and enforcement of any provisions of this local law.

§ 3-6. Severability.

If any clause, sentence, paragraph, subdivision, section or part of this local law or the application thereof, to any person, individual, corporation, firm, partnership, entity or circumstance, shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional such order or judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part of this local law or in its application to the person, individual, corporation, firm, partnership, entity, or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.

§ 3-7. Applicability.

This Chapter shall apply to Construction Contracts advertised for bid on or after the effective date hereof.

Section 3.

This section shall take effect immediately upon filing with the Secretary of State.

NOTICE OF PUBLIC HEARING

NOTICE HEREBY IS GIVEN, that a public hearing will be held by the Town Board of the Town of Hempstead, in the Nathan L. H. Bennett Pavilion, Hempstead Town Hall, 1 Washington Street, Town of Hempstead, New York, on the 24th day of April , 2018, at 10:30 o'clock in the forenoon of that day for the purpose of considering the petition of DEKA ASSOCIATES, LLC, for Modification of Declaration of Restrictive Covenants dated October 26, 2009 affecting real property located at 2870 Grand Avenue, Baldwin, Town of Hempstead, Nassau County, New York, and relating to a proposed increase in maximum qualifying incomes for occupants of Grand Manor Estates, an existing Golden Age cooperative apartment complex, as well as any other relief the Town Board deems just and proper.

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

Dated: Hempstead, New York
April 10, 2018

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

SYLVIA A. CABANA
Town Clerk

LAURA A. GILLEN
Supervisor

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF RYAN BROWN
AS LABORER I, IN THE DEPARTMENT OF
GENERAL SERVICES, BUILDINGS AND
GROUNDS DIVISION.

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

RESOLVED, that Ryan Brown be and hereby is appointed Laborer I, Labor Class, Grade 9, Start Step (A), \$40,974, in the Department of General Services, Buildings and Grounds Division, by the Commissioner of the Department of General Services and ratified by the Town Board of the Town of Hempstead, subject to satisfactory completion of pre-employment criteria, effective April 11, 2018 and BE IT

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

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF CHRISTOPHER
CIANCIULLI AS CHIEF OF STAFF (OFFICE OF
THE TOWN BOARD), IN THE OFFICE OF THE
TOWN BOARD

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

WHEREAS, Christopher Cianciulli has resigned his position as Executive
Assistant to Town Board, in the Office of the Town Board Majority Central Staffing Code 1018, NOW
BE IT

RESOLVED, that Christopher Cianciulli be and hereby is appointed as
Chief of Staff (Office of the Town Board), Unclassified/Pending Jurisdictional Classification, Ungraded,
at an annual salary of \$159,000, in the Office of the Town Board Majority Central Staffing Code 1018,
by the Town Board of the Town of Hempstead effective April 4, 2018.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF GINAMARIE DEPANO AS
OFFICE SERVICES ASSISTANT, IN THE
DEPARTMENT OF PARKS AND RECREATION,
FROM THE CIVIL SERVICE LIST.

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

WHEREAS, the Town of Hempstead Civil Service Commission has certified that Ginamarie Depano has passed the examination for the position of Office Services Assistant, Civil Service List No. 78-247, and is eligible for appointment thereto, NOW,
THEREFORE, BE IT

RESOLVED, that Ginamarie Depano, now serving as Clerk Laborer, in the Department of Parks and Recreation, be and hereby is appointed Office Services Assistant, Competitive, Permanent, Grade 12, Step 2 (C), \$50,368, from the civil service list, by the Commissioner of the Department of Parks and Recreation and ratified by the Town Board of the Town of Hempstead effective April 9, 2018 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 GREGORY FAMIGLIETTI
AS RECYCLING WORKER II, IN THE
DEPARTMENT OF SANITATION.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that Gregory Famiglietti be and hereby is appointed Recycling Worker II, Non Competitive, Grade 12, Start Step (A), \$44,690, in the Department of Sanitation, by the Commissioner of the Department of Sanitation and ratified by the Town Board of the Town of Hempstead effective April 11, 2018 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 FRANCINE LICAUSI AS
OFFICE AIDE, IN THE OFFICE OF THE TOWN
CLERK.

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

RESOLVED, that Francine Licausi be and hereby is appointed Office
Aide, Non Competitive, Grade 2, Start Step (A), \$34,181, in the Office of the Town Clerk, by the
Town Clerk and ratified by the Town Board of the Town of Hempstead effective April 11, 2018 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 VITO MINENNO AS
SANITATION FOREMAN II, IN THE
DEPARTMENT OF SANITATION, FROM THE
CIVIL SERVICE LIST.

On motion made by

the following resolution was adopted upon roll call:

WHEREAS, the Town of Hempstead Civil Service Commission has certified that Vito Minenno has passed the examination for the position of Sanitation Foreman II, Civil Service List No. 76-579, and is eligible for appointment thereto, NOW, THEREFORE, BE IT

RESOLVED, that Vito Minenno, now serving as Sanitation Foreman I, Competitive, Permanent, in the Department of Sanitation, be and hereby is appointed Sanitation Foreman II, Competitive, Permanent, Grade 20, Step 11 (L), \$98,497, from the civil service list, by the Commissioner of the Department of Sanitation and ratified by the Town Board of the Town of Hempstead effective March 30, 2018 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 LYNNE POOLE AS
SECRETARY TO TOWN CLERK, IN THE
OFFICE OF THE TOWN CLERK.

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

RESOLVED, that Lynne Poole be and hereby is appointed as Secretary to
Town Clerk, in the Office of the Town Clerk, Exempt, Ungraded, at an annual salary of \$70,000, by
the Town Clerk and ratified by the Town Board of the Town of Hempstead effective
March 19, 2018 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 MICHAEL VITELLI AS
PARK SUPERVISOR I, IN THE DEPARTMENT
OF PARKS AND RECREATION, FROM THE
CIVIL SERVICE LIST.

On motion made by

the following resolution was adopted upon roll call:

WHEREAS, the Town of Hempstead Civil Service Commission has certified that Michael Vitelli has passed the examination for the position of Park Supervisor I, Civil Service List No. 70-856, and is eligible for appointment thereto, NOW, THEREFORE, BE IT

RESOLVED, that Michael Vitelli, now serving as Groundskeeper III, Non-Competitive, in the Department of Parks and Recreation, be and hereby is appointed Park Supervisor I, Competitive, Permanent, Grade 18, Step 13 (N), \$100,731, from the civil service list, by the Commissioner of the Department of Parks and Recreation and ratified by the Town Board of the Town of Hempstead effective April 5, 2018 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 RONALD VECCHIO AS
SANITATION FOREMAN II, IN THE
DEPARTMENT OF SANITATION, FROM THE
CIVIL SERVICE LIST.

On motion made by

the following resolution was adopted upon roll call:

WHEREAS, the Town of Hempstead Civil Service Commission has certified that Ronald Vecchio has passed the examination for the position of Sanitation Foreman II, Civil Service List No. 76-579, and is eligible for appointment thereto, NOW, THEREFORE, BE IT

RESOLVED, that Ronald Vecchio, now serving as Sanitation Foreman I, Competitive, Permanent, in the Department of Sanitation, be and hereby is appointed Sanitation Foreman II, Competitive, Permanent, Grade 20, Step 12 (M), \$103,744, from the civil service list, by the Commissioner of the Department of Sanitation and ratified by the Town Board of the Town of Hempstead effective March 30, 2018 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 MELONY WILLIAMS, AS
OFFICE AIDE, IN THE OFFICE OF THE TOWN
CLERK.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that Melony Williams be and hereby is appointed Office Aide, Non Competitive, Grade 2, Start Step (A), \$34,181, in the Office of the Town Clerk, by the Town Clerk and ratified by the Town Board of the Town of Hempstead effective April 11, 2018 and
BE IT

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

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: PROVISIONAL PROMOTION FOR DENNIS
ZIZZO TO PARK SUPERVISOR II, IN THE
DEPARTMENT OF PARKS AND
RECREATION.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that Dennis Zizzo, now serving as Park Supervisor I, Competitive, Permanent, in the Department of Parks and Recreation, be and hereby is provisionally promoted to Park Supervisor II, Competitive, Provisional, Grade 21, Step 9 (J), \$95,623, by the Commissioner of the Department of Parks and Recreation and ratified by the Town Board of the Town of Hempstead effective April 11, 2018.

AYES:

NOES: