

Town Board

Town of Hempstead

Petition

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In the Matter of Application

Of

John E. Rottkamp, Commissioner of Buildings  
Of the Town of Hempstead

Against

**Leonard Stambler**  
**11 Stevenson Road**  
**Hewlett, New York 11557**

The petition of John E. Rottkamp, Commissioner of Buildings of the Town Of Hempstead shows:

1. That pursuant to Local Law 92-1981, adopted October 27, 1981, effective date November 2, 1981, which repealed and reenacted Chapter 90 of the code of the Town of Hempstead entitled, "Dangerous Buildings and structures," petitioner submits the following:
2. The structure or structures located on premises designated as Section 54, Block 360 and lot number (s) 1195, on the Land and Tax Map of the county of Nassau, are in a condition unsafe and dangerous to public safety.
3. All parties of interest have been apprised of the condition of the said structure and have been requested to correct the same. More than 60 days have elapsed since the aforementioned notice was given.
4. The parties in interest were advised that a hearing before this Town Board would take place on **June 5, 2018**.
5. As no effort to correct the existing unsafe and dangerous condition has been made, it is requested that this Town Board render a decision that the premises are unsafe and dangerous, a fire hazard and a public nuisance, and that the Commissioner of Buildings forthwith **DEMOLISH AND REMOVE THE TWO STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED TWO CAR GARAGE, AND REMOVE ALL LITTER AND DEBRIS FROM PROPERTY: LOCATED ON THE EAST SIDE OF EASTERN PARKWAY, 43 FEET NORTH OF WASHINGTON PLACE, BALDWIN, N.Y. 11510, A/K/A 3103 EASTERN PARKWAY, BALDWIN, TOWN OF HEMPSTEAD IN ACCORDANCE WITH SURVEY RECOMMENDATIONS ATTACHED HERETO AND THAT THE TOWN BE REIMBURSED PURSUANT TO SECTION 90-13 OF THE CODE OF THE TOWN OF HEMPSTEAD.**

Item #

1

Case #

6542

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE DEMOLITION AND REMOVAL OF THE TWO STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED TWO CAR GARAGE AND DEBRIS FROM PREMISE: SAID PREMISE LOCATED ON THE EAST SIDE OF EASTERN PARKWAY, 43 FEET NORTH OF WASHINGTON PLACE. SECTION 54, BLOCK 360 AND LOT(S) 1195, AKA 3103 EASTERN PARKWAY, BALDWIN, TOWN OF HEMPSTEAD, NEW YORK.

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

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the two story wood frame one family dwelling with detached two car garage, located on the East side of Eastern Parkway, 43 feet North of Washington Place, Section 54, Block 360 and Lot (s) 1195, A/K/A 3103 Eastern Parkway, Baldwin, Town of Hempstead, New York is hereby deemed to be unsafe; and

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:



In the Matter of Application

Of

John E. Rottkamp, Commissioner of Buildings  
Of the Town of Hempstead

Against

**Fannie Mae**  
**14221 Dallas Parkway, Suite 1000**  
**Dallas, Texas 75254**

The petition of John E. Rottkamp, Commissioner of Buildings of the Town Of Hempstead shows:

1. That pursuant to Local Law 92-1981, adopted October 27, 1981, effective date November 2, 1981, which repealed and reenacted Chapter 90 of the code of the Town of Hempstead entitled, "Dangerous Buildings and structures," petitioner submits the following:
2. The structure or structures located on premises designated as Section 35, Block 593 and lot number (s) 22, on the Land and Tax Map of the county of Nassau, are in a condition unsafe and dangerous to public safety.
3. All parties of interest have been apprised of the condition of the said structure and have been requested to correct the same. More than 60 days have elapsed since the aforementioned notice was given.
4. The parties in interest were advised that a hearing before this Town Board would take place on **June 5, 2018**.
5. As no effort to correct the existing unsafe and dangerous condition has been made, it is requested that this Town Board render a decision that the premises are unsafe and dangerous, a fire hazard and a public nuisance, and that the Commissioner of Buildings forthwith **DEMOLISH AND REMOVE THE ONE STORY WOOD FRAME ONE FAMILY DWELLING WITH ATTACHED GARAGE, AND REMOVE ALL LITTER AND DEBRIS FROM PROPERTY: LOCATED ON THE SOUTH SIDE OF HEMLOCK STREET, 100 FEET EAST OF PALMETTO DRIVE, FRANKLIN SQUARE, N.Y. 11010, A/K/A 867 HEMLOCK STREET, FRANKLIN SQUARE, TOWN OF HEMPSTEAD IN ACCORDANCE WITH SURVEY RECOMMENDATIONS ATTACHED HERETO AND THAT THE TOWN BE REIMBURSED PURSUANT TO SECTION 90-13 OF THE CODE OF THE TOWN OF HEMPSTEAD.**

Item # 2

Case # 0542

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE DEMOLITION AND REMOVAL OF THE ONE STORY WOOD FRAME ONE FAMILY DWELLING WITH ATTACHED GARAGE AND DEBRIS FROM PREMISE: SAID PREMISE LOCATED ON THE SOUTH SIDE OF HEMLOCK STREET, 100 FEET EAST OF PALMETTO DRIVE. SECTION 35, BLOCK 593 AND LOT(S) 22, AKA 867 HEMLOCK STREET, FRANKLIN SQUARE, TOWN OF HEMPSTEAD, NEW YORK.

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

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the one story wood frame one family dwelling with attached garage, located on the South side of Hemlock Street, 100 feet East of Palmetto Drive, Section 35, Block 593 and Lot (s) 22, A/K/A 867 Hemlock Street, Franklin Square, Town of Hempstead, New York is hereby deemed to be unsafe; and

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

**NOTICE OF PUBLIC HEARING**

PLEASE TAKE NOTICE that pursuant to Article 9 of the New York State Constitution, the provisions of the Town Law and Municipal Home Rule of the State of New York, both as amended, a public hearing will be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, on the 5<sup>th</sup> day of June, 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:

FRANKLIN SQUARE Section 202-7      POPPY AVENUE (TH 134/18) East Side - ONE HOUR PARKING 8AM TO 6PM EXCEPT SATURDAYS, SUNDAYS & HOLIDAYS - starting at a point 153 feet north of the north curbline of Hempstead Tpke. north for 36 feet.

INWOOD Section 202-21      HENRY STREET (TH 140/18) East Side - 15 MINUTE PARKING 630AM - 630PM EXCEPT SATURDAYS, SUNDAYS, AND HOLIDAYS - starting at a point 121 feet north of the north curbline of Wanser Avenue north for a distance of 135 feet.

WEST HEMPSTEAD Section 202-20      OAK STREET (TH 130/18) South Side - NO PARKING 9 AM TO 9PM EXCEPT SUNDAYS - starting at the west curbline of Morton Ave west for a distance of 140 feet.

OAK STREET (TH 130/18) South Side - NO PARKING 9AM TO 9PM EXCEPT SUNDAYS - starting at a point 198 feet west of the south curbline of Morton Ave then west to the termination.

WOODMERE Section 202-17      PROSPECT AVENUE (TH 70/18) East Side - ONE HOUR PARKING 8AM TO 6 PM - starting at a point 60 feet south of the south curbline of Cedar Lane south for a distance of 152 feet.

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

SEAFORD Section 202-4      NAOMI PLACE (TH 009/18) South Side - TWO HOUR PARKING 8AM TO 5PM - starting at a point 35 feet east of the east curbline of Kenora Place east for a distance of 65 feet. (Adopted 3/6/18)

Item # 3  
Case # 29929

WEST HEMPSTEAD  
Section 202-20

OAK STREET (TH 16/90) South Side - NO  
PARKING 9 AM TO 9 PM EXCEPT SUNDAYS -  
starting at the west curblineline of Morton  
Avenue west to its termination.  
(Adopted 8/21/90)

WOODMERE  
Section 202-17

PROSPECT AVENUE (TH 122/13) East Side -  
ONE HOUR PARKING 8AM TO 6PM - from the  
north curblineline of Central Avenue north to  
the south curblineline of Cedar Lane.  
(Adopted 9/3/13)

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

Dated: May 22, 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 5<sup>th</sup> day of June, 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 "PARKING OR STANDING PROHIBITIONS" at the following locations:

NORTH BELLMORE	NEWBRIDGE ROAD (TH 136/17) West Side - NO STOPPING HERE TO CORNER - starting at the north curbline of Grand Avenue north for a distance of 45 feet.
(NR) WESTBURY	EDGEWOOD DRIVE (TH 162/18) West Side - NO STOPPING HERE TO CORNER - starting at the south curbline of Nelson Place south for a distance of 25 feet.
WEST HEMPSTEAD	PEACH GROVE DRIVE (TH 129/18) West Side - NO PARKING ANYTIME - starting at a point 15 feet north of the north curbline of Henry Street then north for a distance of 53 feet.

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

Dated: May 22, 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 # 29930

**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 5<sup>th</sup> day of June, 2018, at 10:30 o'clock in the forenoon of that day to consider the enactment of a local law to amend Section 197-5 of the code of the Town of Hempstead to INCLUDE "ARTERIAL STOPS" at the following locations:

WANTAGH

ARDSLEY ROAD (TH 143/18) STOP - all traffic traveling northbound on Chelsea Road shall come to a full stop.

OAKFIELD AVENUE (TH 143/18) STOP - all traffic traveling westbound on Ardsley Road shall come to a full stop.

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

Dated: May 22, 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 # 5*  

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*Case # 29931*

**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 5<sup>th</sup> day of June, 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 and REPEAL "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS" at the following locations:

(NR)WESTBURY            EDGEWOOD DRIVE (TH 162/18) West Side - NO  
PARKING 8 A.M. TO 2 P.M. SCHOOL DAYS -  
starting at a point 110 feet south of the  
south curblineline of Nelson Place south  
following the curve for 173 feet.

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

(NR)WESTBURY            EDGEWOOD DRIVE (TH 58/87) West Side - NO  
PARKING 8 A.M. TO 2 P.M. SCHOOL DAYS -  
starting at a point 175 feet south of the  
south curblineline of Nelson Place south for a  
distance of 100 feet. (Adopted 7/14/87)

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

Dated: May 22, 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 # 6*  

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*Case # 29932*

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that pursuant to Article 9 of the New York State Constitution, the provisions of the Town Law and the Municipal Home Rule Law of the State of New York, as amended, a public hearing will be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, on the 5<sup>th</sup> day of June, 2018, at 10:30 o'clock in the forenoon of that day to consider the enactment of a local law to amend Chapter 190 of the Code of the Town of Hempstead by the insertion of a location into Section 190-4, subdivision "A", in relation to a 20 mph school speed limit, 7 AM to 6 PM, school days, as follows:

"A" - 20 mph school speed limits

ROOSEVELT, PLEASANT AVENUE -  
between Westfield Avenue and West  
to a point 118 feet West of Ellison  
Avenue.  
(TH-067/18)

ROOSEVELT, ELLISON AVENUE -  
between Pleasant Avenue and  
running North for 386 feet on  
Ellison Avenue.  
(TH-067/18)

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

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

Dated: May 22, 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 # 17*  
*Case # 19565*



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 5<sup>th</sup> day of June, 2018, at 10:30 o'clock in the forenoon of that day, to consider the enactment of a local law to amend Chapter 64 of the Code of the Town of Hempstead by the insertion of a new section 64-6. to provide for the Town funding Department of Occupational Resources employees.

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: May 22, 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# 8

Case# 20342

**NOTICE OF PUBLIC HEARING**

PLEASE TAKE NOTICE that, pursuant to Article 9 of the New York State Constitution, the provisions of the Town Law and the Municipal Home Rule Law of the State of New York, as amended, a public hearing will be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Village and Town of Hempstead, New York, on the 5<sup>th</sup> day of June, 2018, at 10:30 o'clock in the forenoon of that day, to consider the enactment of a local law to amend Subsection "A" of Section 77-9 of Chapter 77 of the Code of the Town of Hempstead in relation to prohibited disorderly conduct at public places in the Town of Hempstead (expressly prohibiting public urination and/or defecation).

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: May 22, 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 #

9

Case #

19908

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 5<sup>th</sup> day of June, 2018, at 10:30 o'clock in the forenoon of that day, to consider the enactment of a new chapter thirty-nine of the code of the Town of Hempstead to be entitled "Governmental Transparency," in relation to making certain government matters more transparent to the public.

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: May 22, 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 # 10

Case # 29934

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 5<sup>th</sup> day of June, 2018, at 10:30 o'clock in the forenoon of that day, to consider the adoption of a resolution setting aside certain parking spaces for motor vehicles for the sole use of holders of special parking permits issued by the County of Nassau to physically handicapped persons at the following locations:

EAST ATLANTIC BEACH

OSWEGO AVENUE - east side, starting at a point 173 feet south of the south curblineline of Park Street, south for a distance of 15 feet.

(TH-121/18)

ELMONT

CAROLINE AVENUE - east side, starting at a point 162 feet south of a point opposite the south curblineline of Utica Street, south for a distance of 20 feet.

(TH-112/18)

CLEMENT AVENUE - west side, starting at a point 115 feet south of the south curblineline of Langdon Street, south for a distance of 22 feet.

(TH-141/18)

WALDORF STREET - east side, starting at a point 294 feet south of the south curblineline line of Hempstead Turnpike, south for 20 feet.

(TH-144/18)

FRANKLIN SQUARE

BARRYMORE BOULEVARD - west side, starting at a point 152 feet south of the south curblineline of Tulip Avenue, south for a distance of 16 feet.

(TH-122/18)

*Item # 11  
Case # 21507*

INWOOD

BAYVIEW COURT - west side, starting at a point 17 feet north of the north curblineline of Bayview Avenue, north for a distance of 20 feet.  
(TH-101/18)

LAWRENCE

LAWRENCE AVENUE - east side starting at a point 132 feet north of the north curblineline of Mill Street, north for a distance of 20 feet.  
(TH-125/18)

UNIONDALE

MACON PLACE - north side, starting at a point 215 feet east of the east curblineline of Uniondale Avenue, then east for a distance of 20 feet.  
(TH-089/18)

WEST HEMPSTEAD

MEREDITH LANE - north side, starting at a point 223 feet west of the west curblineline of Mayfair Avenue, then west for a distance of 20 feet.  
(TH-082/18)

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

ELMONT

FRANCIS COURT - east side, starting at a point 262 feet south of the south curblineline of Hancock Street, south for a distance of 34 feet.  
(TH-219/14 - 9/16/14) (TH-087/18)

FRANKLIN STREET - west side, starting at a point 273 feet north of the north curblineline of Estelle Avenue, north for 20 feet.  
(TH-218/13 - 11/12/13) (TH-147/18)

FRANKLIN SQUARE

JAMES STREET - east side, starting at a point 160 feet north of the north curblineline of Fenworth Blvd., north for a distance of 18 feet.  
(TH-464/09 - 2/09/10) (TH-115/18)

OCEANSIDE

OCEANSIDE ROAD - west side, starting  
at a point 110 feet north of the north  
curbline of Davison Avenue, north for a  
distance of 25 feet.

(TH-625/14 - 12/11/14) (TH-132/18)

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

Dated: May 22, 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 the Commissioner of General Services of the Town of Hempstead has prepared revised parking field maps for the following locations, which revisions consist of the adoption of the following public parking field maps showing the adoption of two (2) "1 Hour Parking" signs in parking field O-5, Oceanside; and the repeal of six (6) "No Stopping - Taxi Parking" signs in parking field W-6, Woodmere; all in accordance with Section 80-4 of the Code of the Town of Hempstead:

**PLEASE TAKE FURTHER NOTICE** that a public hearing will be held at the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Village and Town of Hempstead, New York, on the 5<sup>th</sup> day of June, 2018, at 10:30 o'clock in the forenoon of that day, to consider the adoption of the following revised public parking field maps:

**OCEANSIDE**

**O-5**

Poole Street Parking Field  
Oceanside Public Parking District  
(TH-148/18)

**WOODMERE**

**W-6**

Station Plaza Parking Area  
South of L.I.R.R.  
Woodmere  
Town of Hempstead  
(TH-145/18)

*Item # 12  
Case # 16214*

Copies of the proposed public parking field maps are on file in the office of the Town Clerk of the Town of Hempstead, Hempstead Town Hall, 1 Washington Street, Hempstead, New York.

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

**Dated:** May 22, 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 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 8<sup>th</sup> day of May, 2018, at 10:30 o'clock in the forenoon of that day, to consider the adoption of the Town of Hempstead's proposed 2018 Capital Plan and the 2018-2022 Multi-Year Capital Improvement Plan for the General Fund, the Town Outside Village Fund and the Town-Operated Special Districts.

A copy of the proposed capital plan and plan 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, and on the Town of Hempstead's website.

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

Dated: April 24, 2018  
Hempstead, New York

LAURA A. GILLEN  
Supervisor

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

SYLVIA A. CABANA  
Town Clerk

Item # 13

Case # 29920

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

**RESOLUTION ADOPTING THE TOWN OF HEMPSTEAD'S 2018 CAPITAL PLAN AND THE 2018 TO 2022 MULTI-YEAR CAPITAL IMPROVEMENT PLAN.**

**WHEREAS**, the Town Supervisor, in consultation with the Comptroller and Commissioner's, has prepared the Town of Hempstead's proposed 2018 Capital Plan and the 2018-2022 Multi-Year Capital Improvement Plan for the General Fund, the Town Outside Village Fund and the Town-Operated Special Districts; and

**WHEREAS**, due notice has been given of a public hearing to be held on the 8<sup>th</sup> day of May, 2018, concerning the adoption of the proposed 2018 Capital Plan and the 2018-2022 Multi-Year Capital Improvement Plan; and

**WHEREAS**, the Town Board adjourned the hearing from May 8, 2018 to June 5, 2018, with respect to the proposed 2018 Capital Plan and the 2018-2022 Multi-Year Capital Improvement Plan, and has afforded all interested persons an opportunity to be heard at the public hearing; and

**WHEREAS**, the Town Board carefully considered the proposed 2018 Capital Plan and the 2018-2022 Multi-Year Capital Improvement Plan; and

**WHEREAS**, the Town Board finds it in the best interests of the Town to adopt the proposed 2018 Capital Plan and the 2018-2022 Multi-Year Capital Improvement Plan.

**NOW, THEREFORE, BE IT**

**RESOLVED** that the 2018 Capital Plan and the 2018-2022 Multi-Year Capital Improvement Plan for the General Fund, the Town Outside Village Fund and the Town-Operated Special Districts are hereby adopted; and be it further

**RESOLVED** that all Town departments shall use the 2018 Capital Plan and the 2018-2022 Multi-Year Capital Improvement Plan for planning and budgetary purposes; and be it further

**RESOLVED** that before any bonded indebtedness is incurred in the General Fund, the Town Outside Village Fund or for a Town Operated Special District for a project listed in the Capital Plan, this Board must adopt a bond resolution as required under the Local Finance Law.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

LAURA A. GILLEN  
SUPERVISOR



OFFICE OF THE SUPERVISOR  
TOWN OF HEMPSTEAD

ONE WASHINGTON STREET • HEMPSTEAD, NEW YORK 11550-4923  
516-812-3296 • LGILLEN@TOHMAIL.ORG • @HEMPSTEADTOWN

June 4, 2018

Dear Town Board and Residents of the Town of Hempstead:

I am pleased to provide the first multi-year capital spending plan for the Town of Hempstead (the Town). Our Town has many competing financial priorities, which we have given consideration in conjunction with the helpful insight of our Commissioners and Comptroller. I, after such consideration, am proposing a five-year capital spending plan that provides a roadmap for taking care of the Town's assets.

My goal in crafting this plan was to prioritize the Town's capital needs and resources to ensure that our key assets are replaced, improved or upgraded before an emergency occurs. Multi-year planning allows us to make timely improvements and upgrades, which extend the life of our critical assets and reduce the need for emergency spending.

In addition to important infrastructure work, including roadways and storm drain systems, the proposed plan includes funding for:

- Continued investment in our roads and infrastructure;
- Construction of the Town's Emergency Communication Center – to become our 311 hub;
- Rehabilitation of our Conservation and Waterways lab;
- Upgrades to several Parks Facilities including Elmont and Lakeview

Multi-year capital planning allows us to plan for and responsibly manage the capital spending side of our debt burden. Legal settlements, however, such as the pending judgments for the "garbage tax cases," are uncontrollable expenses that will significantly impact our debt level. In those instances, I will look for favorable and transparent means of financing these judgments.

My thanks to our Board, Commissioners and Comptroller and their respective teams who participated in this process. Special thanks to my entire staff for their work on this plan.

Sincerely,

LAURA A. GILLEN  
Supervisor



# TOWN OF HEMPSTEAD

## **Proposed Capital Spending Plan**

Elected Officials

**Laura A. Gillen**

Supervisor

### **Council Members**

Dorothy L. Goosby

Edward A. Ambrosino

Bruce A. Blakeman

Erin King Sweeney

Anthony D'Esposito

Dennis Dunne, Sr.

Sylvia Cabana, *Town Clerk*

Donald X. Clavin, Jr, *Receiver of Taxes*

***June 5, 2018***



## **Town of Hempstead**

### **Proposed Capital Spending Plan**

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**WHY MULTI-YEAR CAPITAL PLANNING?**

As the largest township in the United States of America, the government of the Town of Hempstead (the “Town”) has the enormous but rewarding responsibility of taking care of a vast expanse of natural and manmade resources, which support the services it provides to residents. In this role, the Town has historically proposed an annual Capital Plan and borrowed based on the disbursement needs of the identified capital projects.

The age and span of the Town’s infrastructure, however, demands a comprehensive multi-year Capital Plan (the “Proposed Plan”) a useful document to show how the Town’s government plans to invest in, and improve its capital assets. The goal of the Proposed Plan is to identify the immediate and near-term capital needs of the Town and prioritize projects in a manner that responsibly supports reconstruction, upgrades or replacement, prior to the need for emergency spending. Multi-year planning better positions us to identify grant funding opportunities from our Regional, State and Federal partners, to the extent their initiatives align with our needs.

The Town’s outstanding debt (without Commissioner Operated Districts) at the end of 2017 was Three Hundred Sixteen million, Two Hundred and Fifty Four Thousand, Nine hundred and fifty seven dollars (\$316,254,957). Below is a summary of recent debt issuances related to capital projects and anticipated borrowing, by year, for the Proposed Plan.

Bond Issuances - Capital Projects							
Recent Issuance*			Proposed Borrowing				
2015**	2016	2017	2018	2019	2020	2021	2022
62,065,435	-	70,846,912	60,643,216	50,530,933	49,520,499	56,842,572	56,762,533
* source Town's 2015 & 2017 Official Statement							
** excludes Cherry Valley ballfields and land for Sanitary District							

## CAPITAL PLANNING - PROCESS

In transitioning from annual to multi-year capital planning and to ensure continuity of the projects-in-process we followed these steps:

1. Identified existing capital spending authorizations.
2. Determined the status of authorized projects, both financial and operational.
3. Obtained capital needs from Commissioners and Department Heads along with priority and suggested timing.
4. Worked with Comptroller to:
  - Determine the financial resources available for capital improvement;
  - Identify duplication, overlap and/or omission in the department's submission.
5. Looked at debt service level and "other" borrowing challenges i.e. garbage tax litigation potential impact.
6. Proposed changes to submitted capital projects to align financial resources with prioritized needs; Prioritizing involved consideration for matters of health and safety, quality of life, legal requirements and operational impact.
7. Reviewed proposed Plan with Commissioners and Comptroller.
8. Revised Plan, as appropriate.
9. Submitted proposed Plan for public hearing.
10. Revised Plan once again.
11. Presented Plan for Town Board Adoption.

## PROPOSED CAPITAL PLAN - OVERVIEW

Below is a summary, by Fund, of the Town's existing capital spending authorizations. (see Exhibit "A" for a detail listing)

Fund	Authorized	Borrowed	Spent	Ineligible*	Cash On Hand**	Available for Borrowing
General	\$ 31,376,100	\$ 11,906,680	\$ 14,092,804	\$ 643,048	\$ (1,519,202)	\$ 18,826,372
Part town - Building	810,000	51,202	62,390	-	(11,188)	758,798
Part town -Highway	107,451,000	58,610,000	65,146,400	295,723	(6,240,677)	48,545,277
Lighting	18,358,115	17,874,115	17,093,098	33,100	77,564	450,900
Sanitation	6,895,000	3,579,132	4,342,799	158,379	(617,744)	3,157,489
Water	44,894,000	22,733,296	20,683,393	408,065	2,328,946	21,752,639
Parks	30,938,450	21,031,537	24,632,802	391,179	(3,197,590)	9,515,734
Parking	4,035,000	2,935,015	2,951,258	-	(16,250)	1,099,985
Merrick Fire Protection	1,300,000	-	-	-	0	1,300,000
	<b>\$ 246,057,665</b>	<b>\$ 138,720,977</b>	<b>\$ 149,004,945</b>	<b>\$ 1,929,495</b>	<b>\$ (9,196,141)</b>	<b>\$ 105,407,193</b>

\* reduction in "available for borrowing" because of spending outside of permissible period  
 \*\* based on payments as of 2/2018

There is currently \$246 million of authorized spending for capital projects throughout the Town. These projects were authorized from 2008 through 2017. Just around \$150 million has been spent against this authorization and the Town has borrowed a little less than \$140 million. A priority over the next year is to comprehensively look at which "existing projects" can be advanced and what funding may no longer be needed in an effort to complete "in process" projects as new ones are started.

The Proposed Plan seeks new authorizations of around \$242 million over the next five years. We expect to borrow more than 50% of the existing "available for borrowing" dollars (above) and around \$6 million from the 2018 new authorizations, for capital projects Town wide.



## SUMMARY – BY PROJECT CATEGORY

### *ENVIRONMENTAL PROTECTION*

The Proposed Plan allocates resources for upgrades to underground storage tanks, drywells and storm water drainage systems to ensure that they comply with County, State and Federal environmental standards. Scheduled replacements and timely attention to identified challenges reduce environmental risks associated with an aging infrastructure, such as the proliferation of storm water runoff into our back bays and estuaries. Upgrades in this area also help mitigate localized flooding during significant storm events.

### *FACILITY IMPROVEMENTS AND REHABILITATION*

The Proposed Plan provides for improvement to several Town buildings, as well as rehabilitation of the Conservation and Waterways lab, a vital asset that has fallen into disrepair since Superstorm Sandy. The lab will once again function to provide residents, along with commercial and recreational fishermen, with up to date water quality analysis of our precious bays and waterways.

Projects surrounding the Sanitation Department building include improvements to the truck washing facility, and a major rehabilitation of both the Merrick and Oceanside transfer stations and scale houses. In the outlying years, demolition of the Merrick and the Oceanside incinerators is planned.

The scope of other building improvement projects range from roofs and bathrooms upgrades to HVAC and window replacement throughout the Town.

### *FLEET REPLACEMENT*

The Town has 1,586 vehicles (passenger and utility) in its fleet. In 2018, most passenger vehicle additions or replacement requests were rated as a lower priority against more pressing needs in the Town. The 2018 capital spending allocation for fleet was primarily driven by critical needs along with service delivery and safety concerns. In the upcoming year, we will perform a holistic review of the Town's vehicle acquisition and disposition policy and work with the Department of General Services and other affected departments to implement a strategic fleet replacement program that meets the Town's operational needs and facilitates a sustainable financial plan for fleet maintenance.

### *HIGHWAY IMPROVEMENTS*

With more than 1,280 miles of Town roadway, investment in our roads and storm water drainage systems is paramount to residential quality of life. For the purpose of this document, “Highway projects” include, sidewalks, curbs, pedestrian access ramps, tree planting, and median upkeep. Highway projects have historically, and will continue to, represent the largest percent of the Town’s capital budget. The Engineering and Highway Departments work closely to administer these projects, within the Town’s budgetary constraints. The goal is to perform reconstruction work in a timely manner in order to eliminate or, at least, keep much costlier emergency repairs to a minimum. The Engineering Department is in the midst of implementing a scoring system for the Town’s roadway and storm drain systems. This score, along with cyclical replacement schedules will assist in future street selection. This Plan commits around \$160 million for Highway capital spending over the next five years. A listing of streets targeted for work in the next twelve months is attached as Exhibit D.

### *INFORMATION & TECHNOLOGY UPGRADES*

The Proposed Plan includes funding for several major Information and Technology (“IT”) system upgrades. The goal of the IT upgrade is to automate certain service delivery platforms to increase efficiency, and by extension, the ability to be more responsive to the Town’s residents. The Town’s financial, payroll and human resources systems have reached the end of their technological life, and are considered universally obsolete and antiquated in today’s society. These systems will be replaced with an Enterprise Resource Planning Cloud solution, which will integrate the Town’s financial reporting capability.

The Proposed Plan also provides funding for critically needed upgrades to the existing IT infrastructure as it relates to capacity, backup, redundancy and disaster recovery protocols.

### *PARKS & RECREATION ENHANCEMENTS*

The Department of Parks and Recreation (Parks) provides a myriad of cultural and athletic activities for the recreational enjoyment of the Town’s residents at its different facilities and venues. The Proposed Plan focuses on upgrades to equipment and facilities enjoyed by every age and demographic Town-wide, including projects at Camp Anchor, Elmont, Sands and Lakeville.

### *PROTECTING DRINKING WATER*

The Water Department oversees the operations of six (6) of the Town's Special Water Districts and their associated systems. The health and safety of our residents, as well as compliance with the New York State Health Department and U.S. Environmental Protection Agency drinking water standards, dictates critically important capital investments and is a necessary component within each Special Water District. The scope of these projects include water main and well replacements, to equipment and software upgrades. The Town continues to be watchful for potential regulatory considerations and groundwater quality trends which could impact future capital projects.

### *SAFETY PREPAREDNESS*

Under the direction of the Public Safety Department, and in conjunction with the Information and Technology team, the Proposed Plan includes funding for the construction of an emergency operations communication center. The goal of this project is to provide residents with a central access contact point to reach the Town's government on a daily basis and in the event of an emergency. This center will also double as the Town's 311 facility, thus creating a centralized location for residents to reach various departments, and further streamlining the Town's communications. The Proposed Plan also funds upgrades to the Town's surveillance and access control systems.

### *WATERWAY INVESTMENTS*

With about 12,775 feet of bulkhead under the care and custody of the Conservation and Waterways Department, the Proposed Plan provides funding for the continuation of much needed bulkheading to protect low-lying areas from flooding, as well as dock restoration and reconstruction work.

## **GRANT FUNDING**

The Town continues to aggressively pursue targeted capital grant opportunities at the Regional, State and Federal levels. We are proactively seeking out untapped resources in order to supplement the cost of much needed capital work throughout the Town. Some approved capital grant funded projects, in varying stages, are listed in Exhibit E at the end of this document.

## **FUTURE STEPS**

A plan is only as good as its execution, so we need to see proposed projects to their completion. As stewards of the Town, we will work collaboratively to implement the Proposed Plan - designed to keep the Town's infrastructure in good repair and extend the lifespan of its assets. Each ensuing year we will update the previously adopted plan, continuing to weigh competing priorities with the goal of improving the quality of life and the level of service provided to the residents of the Town.



## **Exhibits**

Exhibit A						
List of Existing Authorized Projects						
Reso#	Description	Authorized	Borrowed	Spent	Ineligible*	Cash**
<b>Information &amp; Technology</b>						
625-14	2014 COMPUTER BOND ISSUE	\$ 1,250,000	\$ 1,250,000	\$ 1,230,951	\$ -	\$ 19,049
683-15	2015 DOCUMENT IMAGING PROJECT	1,025,000	548,500	548,499	0	(0)
684-15	2015 COMPUTER BOND ISSUE	1,000,000	1,000,000	952,726	0	47,274
688-15	RECEIVER OF TAXES BILLING SYSTEM	500,000	0	46,903	0	(46,903)
954-16	NEW FINANCIAL MANAGEMENT SYSTEM	900,000	0	118,747	0	(118,747)
958-16	2016 COMPUTER BOND ISSUE	1,000,000	0	110,412	0	(110,412)
1811-17	PURCHASE & IMPLEMENTATION OF ERP SYSTEM	8,000,000	0	0	0	0
<b>Department of General Services</b>						
440-11	DGS BUILDING IMPROVEMENTS	250,000	250,000	227,504	0	22,496
432-12	GENERAL FUND LIGHT EQUIPMENT 2012	1,111,800	1,111,800	1,111,210	0	590
433-12	CONSTRUCT MAINT SHED - DGS	100,000	0	4,647	4,348	(300)
481-12	UPGRADE DGS GARAGE DOORS	40,000	0	13,800	13,800	0
482-12	UPGRADES TO DGS BUILDINGS	200,000	200,000	197,200	0	2,800
484-12	GENERAL FUND HEAVY EQUIPMENT 2012	266,000	266,000	215,863	0	50,137
367-13	GENERAL FUND FUEL MASTER PHASE II	120,000	0	99,514	29,169	(70,344)
666-2013	REPLACEMENT OF HVAC SYSTEM 200 NF	235,000	235,000	174,286	0	60,714
615-14	2014 DGS BUILDING UPGRADES	575,000	0	392,892	104,582	(288,310)
646-14	2014 GF PURCHASE OF PASSENGER VEHICLES	250,000	0	147,715	28,267	(119,449)
647-14	2014 PURCHASE OF PICKUPS AND VANS - DGS	119,500	0	29,904	0	(29,904)
652-14	2014 CONSULTING FOR FUTURE DGS PROJECTS	200,000	0	175,703	0	(175,703)
653-14	2014 PURCHASE OF GF LIGHT EQUIPT	860,000	860,000	769,297	0	90,703
663-15	UPGRADE TO TOWN HALL PAVILLION	25,000	0	0	0	0
664-15	DGS PURCHASE OF HEAVY EQUIPMENT	165,000	0	74,890	0	(74,890)
666-15	TOWN HALL GARAGE DRAINAGE	25,000	0	0	0	0
667-15	GENERAL FUND - ASBESTOS REMOVAL	100,000	0	89,166	13,203	(75,963)
668-15	GENERAL FUND CARPETING	150,000	146,598	124,975	0	21,623
676-15	TOWN HALL EXTERIOR IMPROVEMENTS	2,200,000	1,900,000	1,961,042	0	(61,042)
691-15	PURCHASES OF BUSES FOR SENIOR ENRICHMENT	120,000	108,775	108,770	0	5
692-15	GENERAL FUND PASSENGER VEHICLES	60,000	0	0	0	0
693-15	2015 PURCHASE OF GF LIGHT EQUIPT	448,000	0	0	0	0
694-15	DPW MERRICK BUILDING UPGRADE	1,000,000	710,000	709,639	0	361
962-16	PURCHASE OF SENIOR ENRICHMENT BUSES 2016	125,000	0	0	0	0
963-16	GENERAL FUND UIC PROGRAM 2016	150,000	0	150,000	0	(150,000)
964-16	GENERAL FUND TANK REMEDIATION	150,000	0	150,000	0	(150,000)
1255-17	2017 GENERAL FUND TANK REMEDIATION PROJECT	250,000	0	239,583	0	(239,583)
<b>Cemetery</b>						
446-08	IRRIGATION SYSTEM AT CEMETERY	500,000	500,000	218,202	0	281,798
421-11	BACKUP GENERATOR AT DGS VEH MAINT CTR - GREENFIELD	100,000	0	20,125	20,125	0
451-12	SIDEWALK REPLACEMENT @ CEMETERY	75,000	0	61,862	61,862	0
388-13	HEAVY EQUIPMENT - CEMETERIES	227,000	0	153,827	153,827	0
671-15	CONCRETE BEAM FOR CEMETERY HEADSTONES	75,000	0	22,213	0	(22,213)
672-15	FENCE REPLACEMENT AT GREENFIELD CEMETERY	100,000	0	0	0	0
<b>Traffic Control</b>						
426-12	REFLECTIVITY PLAN PHASE II	100,000	0	0	0	0
427-12	SIGN MAPPING PROGRAM PHASE II	125,000	0	10,802	10,802	0
665-15	TRAFFIC CONTROL SMALL PICKUP	22,000	21,850	21,850	0	0
697-15	SIGN REFLECTIVITY PROJECT	200,000	0	0	0	0
698-15	SIGN MAPPING PROJECT	36,000	0	0	0	0
<b>Animal Shelter</b>						
462-12	ANIMAL SHELTER FACILITY UPGRADES	135,000	135,000	133,836	0	1,164
612-14	ANIMAL SHELTER BUILDING UPGRADES	150,000	150,000	119,456	0	30,544
662-15	ANIMAL SHELTER BUILDING UPGRADES	270,000	0	203,598	90,586	(113,012)
953-16	ANIMAL SHELTER BUILDING UPGRADES 2016	225,000	0	0	0	0
<b>Public Safety</b>						
634-14	2014 PURCHASE OF LIGHT EQUIPT - PUB SAFETY	139,800	0	76,540	0	(76,540)
687-15	2015 PURCHASE OF PUBLIC SAFETY VEHICLES	106,000	102,125	102,125	0	(0)
<b>Conservation and Waterways</b>						
246-09	C&W INWOOD MARINA EXPANSION	300,000	602	63,399	62,797	(0)
251-09	CW DOCKS, WALKWAYS & REVETMENTS	175,000	175,000	60,768	0	114,232
252-09	CW REPAVING	125,000	35,430	48,309	0	(12,879)
443-11	BUILDING IMPROVEMENTS - C&W	700,000	700,000	686,703	0	13,297
444-11	BULKHEADING & DOCK RECONSTRUCTION - C&W	1,500,000	1,500,000	1,466,998	0	33,002
444-11	REVTMENTS - C&W	75,000	0	0	0	0
479-12	PURCHASE OF HEAVY EQUIPT - CW	975,000	0	174,255	0	(174,255)
369-13	CW CHEMICAL BULK STORAGE/LAB/WASTE OIL	140,000	0	0	0	0
389-13	HEAVY EQUIPMENT - CW	200,000	0	0	0	0
610-14	CW ALT ENGY PASSENGER VEHICLE	50,000	0	0	0	0
608-14	CW PURCHASE OF PICKUPS & VANS	40,000	0	25,808	25,808	0
673-15	2015 C & W LIGHT EQUIPMENT	500,000	0	243,193	23,874	(219,320)
674-15	CONSTRUCTION BAY CONSTABLE PREFAB BLDG	1,000,000	0	3,097	0	20,777
955-16	C & W PURCHASE OF LIGHT EQUIPMENT	40,000	0	0	0	0
<b>Parttown - Building</b>						
218-09	PART TOWN MISC EQUIPMENT	15,000	15,000	12,861	0	2,139
605-14	PURCHASE OF LIGHT EQUIPT BD OF ZONING	10,000	0	0	0	0
607-14	BUILDING DEPT PURCHASE OF LIGHT EQUIPMENT	40,000	36,202	35,703	0	499
669-15	BLDG DEPT PASSENGER VEHICLES	20,000	0	0	0	0
670-15	BUILDING DEPT LIGHT EQUIPMENT	25,000	0	3,255	0	(3,255)
675-15	OCEANSIDE NATURE STUDY BUILDING	\$ 700,000	\$ -	\$ 10,571	\$ -	\$ (10,571)

\* reduction in "available for borrowing" because spending occurred outside permissible period

\*\* cash on hand based on payments as of 2/2018

Exhibit A						
List of Existing Authorized Projects						
Reso#	Description	Authorized	Borrowed	Spent	Ineligible*	Cash**
Highway						
1422-09	HIGHWAY TANK MANAGEMENT - UST	\$ 250,000	\$ 250,000	\$ 246,066	\$ -	\$ 3,934
464-12	INSTALLATION OF FUEL STATION INWOOD YD	1,000,000	750,000	738,500	0	11,500
470-12	HWY TANK MANAGEMENT 2012	250,000	0	107,841	73,344	(34,498)
472-12	UPGRADE OF GARAGE DOORS HWY DEPT	20,000	20,000	17,617	0	2,383
616-14	BACKUP GENERATOR FOR FS HWY YARD	100,000	0	39,511	31,395	(8,116)
623-14	2014 PURCHASE OF HWY PICKUPS	96,000	0	68,698	68,698	0
618-14	HIGHWAY IMPROVEMENT 2014	17,300,000	17,300,000	17,132,146	0	167,854
619-14	CONSTRUCT SALT DOME AT CHERRY VALLEY HWY YARD	400,000	0	36,739	36,739	0
622-14	DRAINAGE PROJ AT CHERRY VALLEY HWY YARD	500,000	0	41,817	41,817	0
621-14	CONSTRUCT FACILITY AT CHERRY VALLEY HWY YARD	100,000	0	30,902	30,902	0
1357-14	HIGHWAY IMPROVEMENT 2015	18,650,000	18,650,000	17,916,962	0	733,038
677-15	NEW GENERATOR INWOOD YARD	200,000	0	12,828	12,828	0
678-15	FRANKLIN SQUARE HIGHWAY YD FLOOR REPLACEMENT	100,000	95,000	89,920	0	5,080
679-15	2015 HIGHWAY LIGHT EQUIPT	45,000	45,000	43,424	0	1,576
681-15	HIGHWAY GARAGE DOOR REPLACEMENT	25,000	0	0	0	0
617-16	HIGHWAY IMPROVEMENT 2016	21,500,000	21,500,000	13,864,754	0	7,635,246
956-16	HIGHWAY UIC PROGRAM 2016	125,000	0	124,999	0	(124,999)
957-16	PURCHASE OF HWY HEAVY EQUIPMENT	1,390,000	0	1,331,531	0	(1,331,531)
594-17	2017 SIDEWALK RECONSTRUCTION	400,000	0	398,024	0	(398,024)
595-17	HIGHWAY IMPROVEMENT 2017	20,000,000	0	6,466,930	0	(6,466,930)
1810-17	HIGHWAY IMPROVEMENT 2018	25,000,000	0	6,437,191	0	(6,437,191)
Parking Fields						
446-2011	GENERAL FUND PARKING FIELD RECONSTRUCTION	245,000	0	0	0	0
831-14	RECONSTRUCTION OF HEWLETT PARKING FIELDS	2,700,000	2,203,840	2,220,087	0	(16,250)
651-14	PKG FLDS UIC WRK	200,000	0	0	0	0
685-15	PARKING FIELD HEAVY EQUIPT	290,000	282,000	281,997	0	0
836-15	IMPROVEMENT OF EAST END PARKING DISTRICT	600,000	449,175	449,174	0	0
Sanitation						
637-11	BUILDING & FACILITY UPGRADES - REFUSE DISPOSAL	970,000	970,000	913,661	0	56,339
637-11	PURCHASE OF HEAVY EQUIPT - REFUSE DISPOSAL	430,000	400,000	387,548	0	(0)
435-12	SANITATION FUEL MANAGEMENT SYSTEM	185,000	185,000	51,368	0	133,632
436-12	SANITATION BUILDING IMPROVEMENTS	70,000	0	21,334	21,334	0
631-14	OCEANSIDE PARK FUEL STATION	1,100,000	900,000	1,098,910	0	(198,910)
834-14	REPLACE OCEANSIDE TRANSFER BLDG FLOOR	250,000	0	0	0	0
835-14	PAVING OF MERRICK TRANSFER STATION	150,000	0	11,013	0	(11,013)
838-14	SR 301 CONSTRUCTION OF TRUCK WASH	800,000	0	512,639	0	(512,639)
839-14	SR-301 OCEANSIDE SEPTIC SYSTEM	275,000	0	137,891	41,796	(96,095)
840-14	SR-301 CBS/PBS TANK REMEDIATION	400,000	0	96,124	95,249	(875)
689-15	2015 SANITATION PURCHASE OF LIGHT EQUIPT	100,000	80,352	98,756	0	(18,404)
690-15	2015 SANITATION HEAVY EQUIPMENT	875,000	875,000	768,728	0	106,272
829-15	2015 LIGHT EQUIPMENT - SR 301	30,000	0	0	0	0
829-15	PURCHASE OF PICKUP TRUCK - SR 301	25,000	0	0	0	0
830-15	OCEANSIDE TRANSFER FLOOR REPLACEMENT II	200,000	0	0	0	0
830-15	REPLACE MERRICK TRANSFER STATION SCALE HOUSE	125,000	0	49,295	0	(49,295)
831-15	PAVING AT OCEANSIDE TRANSFER STATION	250,000	0	0	0	0
831-15	PAVING AT MERRICK TRANSFER STATION	150,000	0	14,838	0	(14,838)
832-15	PURCHASE OF MANAGEMENT DASHBOARD SYSTEM - SR 301	75,000	0	0	0	0
833-15	REPLACE OUTBOUND SCALE AT MERRICK TRANSFER STATION	350,000	168,780	168,777	0	0
961-16	SANITATION PURCHASE OF LIGHT EQUIPMENT	50,000	0	11,919	0	(11,919)
1131-16	REFUSE DISPOSAL PURCHASE OF LIGHT EQUIPT 2016	35,000	0	0	0	0
Parks						
281-10	IMPROVEMENTS E ATLANTIC BEACH PARK DISTRICT	600,000	0	79,724	71,591	(8,134)
345-11	NEW FUEL ISLAND - PARKS	1,000,000	1,000,000	972,458	0	27,542
441-11	GENERAL FUND POOLS - CHLORINE STORAGE UPGRADE	94,450	0	0	0	0
442-11	CONSTRUCTION OF CAMP ANCHOR PARK FACILITY	6,000,000	6,000,000	5,640,497	0	359,503
449-11	BALDWIN PARK TANK REMEDIATION - PARKS	290,000	152,451	162,329	0	(9,878)
456-12	PARKS UIC TANK MANAGEMENT PROGRAM	200,000	200,000	197,231	0	2,769
458-12	NEW FUEL STATION AT NEWBRIDGE PARK	1,100,000	950,000	928,187	0	21,813
655-12	IMPROVEMENTS FRANKLIN SQUARE PARK DIST	630,000	571,249	518,464	0	52,785
656-12	IMPROVEMENTS LEVITTOWN PARK DISTRICT	1,225,000	1,117,520	1,155,817	0	(38,297)
657-12	IMPROVEMENTS POINT LOOKOUT PARK DISTRICT	100,000	26,392	47,245	20,853	0
1322-12	JOINT DISTRICT PARK IMPROVEMENTS	900,000	692,925	745,020	0	(52,095)
376-13	PARKS CHEMICAL/CHLORINE/PETRO BULK STORAGE UPGRADES	700,000	0	377,347	29,905	(347,442)
378-13	PARKS INSTALLATION OF FIBER CABLE	325,000	42,000	113,670	71,670	0
379-13	CONSULTING FOR FUTURE PROJECT/ASSESSMENTS - PARKS	250,000	0	73,106	0	(73,106)
393-13	GENERAL FUND PARK UPGRADES	385,000	0	0	0	0
507-13	TOH PARK DIST UPGRADES 2013	6,619,000	6,619,000	6,453,369	0	165,631
1474-13	RECONSTRUCTION OF GENERAL FUND POOLS	150,000	150,000	137,541	0	12,459
630-14	CONSTRUCTION OF EAST MALL BATH HOUSE	2,500,000	0	214,081	197,160	(4,425)
832-14	FS PARK DIST IMPROVEMENTS	200,000	0	180,111	0	(180,111)
833-14	TOH PARK DISTRICT IMPROVEMENTS	2,600,000	2,600,000	2,599,125	0	875
686-15	2015 GENERAL FUND PARK UPGRADES	910,000	910,000	771,308	0	138,692
835-15	2015 IMPROVEMENT TOH PARK DIST	1,260,000	0	596,978	0	(596,978)
959-16	PARKS PURCHASE OF LIGHT EQUIPT 2016	350,000	0	349,738	0	(349,738)
960-16	GENERAL FUND PARK IMPROVEMENTS 2016	2,200,000	0	1,976,870	0	(1,976,870)
593-17	PARKS PURCHASE OF LIGHT EQUIPT 2017	\$ 350,000	\$ -	\$ 342,588	\$ -	\$ (342,588)

\* reduction in "available for borrowing" because spending occurred outside permissible period

\*\* cash on hand based on payments as of 2/2018

Exhibit A						
List of Existing Authorized Projects						
Reso#	Description	Authorized	Borrowed	Spent	Ineligible*	Cash**
<b>Water</b>						
46-06	IMPROVEMENTS TO LIDO/PT LKOUT WD	\$ 230,000	\$ 230,000	\$ 227,877	\$ -	\$ 2,123
208-07	IMPROVEMENTS TO LEVITTOWN WATER DISTRICT	980,000	980,000	979,682	0	318
209-07	IMPROVEMENTS TO LIDO POINT LKOUT WATER DISTRICT	360,000	360,000	324,005	0	35,995
659-08	IMPROVEMENTS TO LIDO PT LKOUT WD	860,000	860,000	860,000	0	21,450
1419-09	WATER BUILDING IMPROVEMENTS	525,000	525,000	499,011	0	25,989
282-10	IMPROVEMENTS E MEADOW WATER DIST	1,200,000	1,200,000	770,152	0	429,848
283-10	IMPROVEMENTS LEVITTOWN WATER DIST	400,000	276,000	296,983	0	(20,983)
284-10	IMPROVEMENTS LIDO/PT LOOKOUT WATER DIST	1,300,000	1,300,000	634,972	0	665,028
285-2010	IMPROVEMENTS ROOSEVELT FIELD WATER DIST	4,700,000	4,000,000	3,932,027	0	67,973
429-11	UPGRADE CHLORINE STORAGE - WATER	40,000	0	22,363	22,363	0
448-12	WATER BUILDING UPGRADES	300,000	0	110,120	110,120	0
663-12	IMPROVEMENTS EAST MEADOW WATER DISTRICT	450,000	450,000	318,362	0	131,638
664-12	IMPROVEMENTS LEVITTOWN WATER DISTRICT	490,000	490,000	421,555	0	68,445
666-12	IMPROVEMENTS ROOSEVELT FIELD WATER DISTRICT	215,000	75,000	74,704	0	296
667-12	IMPROVEMENTS UNIONDALE WATER DISTRICT	427,500	308,512	365,224	269,461	62,276
385-13	WATER DEPT NEW BILLING SYSTEM	250,000	0	69,673	0	(69,673)
401-13	WATER DEPT UIC WORK	25,000	0	9,602	6,122	(3,480)
504-13	BOWLING GREEN WD UPGRADES 2013	6,619,000	1,340,000	1,042,077	0	297,923
505-13	LEVITTOWN WATER DIST UPGRADES 2013	2,530,000	2,530,000	2,292,398	0	237,602
642-14	WATER DEPT UIC WORK	100,000	0	0	0	0
645-14	GIS SYSTEM FOR WATER	325,000	0	65,258	0	(65,258)
844-14	IMPROVEMENTS EAST MEADOW WATER DISTRICT	3,800,000	2,200,000	2,155,659	0	44,341
845-14	IMPROVEMENTS LEVITTOWN WATER DIST	2,962,500	2,962,500	2,861,385	0	101,115
846-14	IMPROVEMENTS ROOSEVELT FIELD WATER DIST	2,000,000	0	0	0	0
700-15	2015 WATER DEPT LIGHT EQUIPT	100,000	96,284	45,306	0	50,978
701-15	WATER DEPT PURCHASE OF PASSENGER VEHICLE	35,000	0	0	0	0
702-15	WATER UIC WORK	100,000	0	0	0	0
834-15	IMPROVEMENT OF LEVITTOWN WATER DIST	2,550,000	2,550,000	1,955,859	0	594,141
965-16	WATER DEPT FIRE ALARM UPGRADE	50,000	0	0	0	0
966-16	WATER DEPT PURCHASE OF HEAVY EQUIPT	145,000	0	0	0	0
968-16	PURCHASE OF WATER METERS 2016	500,000	0	207,673	0	(207,673)
967-16	WATER DEPT REPOINTING OF VARIOUS BUILDINGS	300,000	0	0	0	0
1132-16	IMPROVEMENTS UNIONDALE WD	1,100,000	0	0	0	0
1133-16	EAST MEADOW WD IMPROVEMENTS 2016	4,200,000	0	0	0	0
1134-16	IMPROVEMENTS LEVITTOWN WD 2016	1,550,000	0	0	0	0
1135-16	IMPROVEMENTS LIDO/PT LOOKOUT WD 2016	2,100,000	0	141,465	0	(141,465)
1136-16	IMPROVEMENTS TO BOWLING GREEN WD	825,000	0	0	0	0
1137-16	IMPROVEMENTS ROOSEVELT FIELD WD	250,000	0	0	0	0
<b>Lighting</b>						
635-11	STREET LIGHTING GIS UPGRADE	100,000	90,000	0	0	0
652-12	STREET LIGHTING - PURCHASE PICKUP TRUCK	35,000	0	23,977	23,977	0
653-12	STREET LIGHTING UPGRADE 2012	1,500,000	1,406,000	1,447,208	0	(41,208)
510-13	PURCHASE OF HEAVY EQUIPT - SL	440,000	440,000	359,064	0	80,936
841-14	STREET LIGHTING GIS UPGRADE	100,000	0	0	0	0
843-14	STREET LIGHTING PURCHASE OF HEAVY EQUIPT	65,000	0	9,123	9,123	0
445-2015	2015 STREET LIGHTING LED MASTER LEASE 6-11-15	15,938,115	15,938,115	15,253,726	0	37,836
827-15	PURCHASE OF HEAVY EQUIPT - SL	180,000	0	0	0	0
<b>Fire</b>						
1647-17	PURCHASE OF 2 PUMPER TRUCKS	1,300,000	0	0	0	0
	Total	\$ 246,057,665	\$ 138,720,977	\$ 149,004,945	\$ 1,929,495	\$ (9,196,141)

\* reduction in "available for borrowing" because spending occurred outside permissible period

\*\* cash on hand based on payments as of 2/2018



Town of Hempstead							
Proposed 5-Year Capital Spending							
Detail Listing of Proposed Projects	EXHIBIT B						
	DESCRIPTION	Proposed 5-Year Plan					Total
		2018	2019	2020	2021	2022	
Computer Bond Issue	\$ 1,500,000	\$ 1,200,000	\$ 1,070,000	\$ 1,090,000	\$ 1,210,000	\$ 6,070,000	
<b>DGS</b>							
DGS - Purchase of Passenger Vehicles	-	182,000	-	152,000	-	334,000	
General Fund Tank Remediation	350,000	200,000	200,000	100,000	200,000	1,050,000	
General Fund UIC	350,000	150,000	150,000	100,000	100,000	850,000	
General Fund Asbestos Removal	100,000	-	100,000	-	100,000	-	
General Fund - Engineering Services Consulting	50,000	50,000	50,000	-	50,000	200,000	
General Fund Building Upgrades	255,000	95,000	195,000	95,000	195,000	835,000	
General Fund HVAC	300,000	400,000	420,000	175,000	100,000	1,395,000	
General Fund Office Furniture & Equipment	50,000	50,000	185,000	50,000	50,000	385,000	
<b>Animal Shelter</b>							
Animal Shelter Building Upgrade	140,000	270,000	110,000	115,000	30,000	665,000	
Purchase of Animal Transport Vehicles	45,000	-	-	-	-	45,000	
Equipment Purchase - Animal Shelter	15,000	-	-	-	-	15,000	
<b>Traffic Control</b>							
Passenger Vehicles - Traffic Control	-	60,000	82,000	60,000	-	202,000	
Sign Mapping	-	75,000	75,000	75,000	75,000	300,000	
Sign Reflectivity	-	100,000	100,000	100,000	100,000	400,000	
<b>Cemetery</b>							
Heavy Equipment - Cemetery	-	85,000	48,000	85,000	100,000	318,000	
Light Equipment - Cemetery	-	9,500	6,000	3,900	29,000	48,400	
Passenger Vehicles - Cemetery	-	30,000	50,000	30,000	-	110,000	
Concrete Beam - Cemetery	75,000	50,000	75,000	75,000	75,000	350,000	
Fence - Cemetery	-	50,000	50,000	25,000	-	125,000	
<b>Public Safety</b>							
Passenger Vehicles - Public Safety	75,000	75,000	50,000	75,000	50,000	325,000	
Emergency Communication Center Construction	282,000	-	-	-	-	282,000	
Equipment Purchase - Public Safety	386,300	114,133	181,067	102,400	87,533	871,433	
<b>Conservation and Waterways</b>							
Passenger Vehicles - C&W	-	40,000	50,000	-	-	90,000	
Boat - C&W	-	-	-	-	900,000	900,000	
Equipment purchase - C&W	500,000	76,000	297,000	453,000	62,000	1,388,000	
Phase II LED Conversion	125,000	-	-	-	-	125,000	
Building Improvement C&W	650,000	-	100,000	100,000	100,000	950,000	
Bulkhead - C & W	600,000	700,000	700,000	700,000	700,000	3,400,000	
Inwood Bulkhead C & W	-	-	-	-	540,000	540,000	
C&W Ground Upgrades	-	43,000	-	65,000	20,000	128,000	
<b>Building</b>							
Passenger Vehicles - Lighting	45,000	-	-	-	-	45,000	
Equipment Purchase	10,000	-	-	-	-	10,000	
<b>Lighting</b>							
Heavy Equipment - Lighting	-	-	210,000	-	85,000	295,000	
Passenger Vehicles - Lighting	-	40,000	-	40,000	-	80,000	
Light Equipment - Lighting	-	156,500	150,000	156,500	156,500	619,500	
Underground Upgrade - Lighting	500,000	500,000	500,000	500,000	500,000	2,500,000	
<b>Highway</b>							
Sidewalk Reconstruction	500,000	500,000	500,000	500,000	500,000	2,500,000	
Highway improvement	-	26,000,000	26,000,000	30,000,000	30,000,000	112,000,000 **	
UIC - All Facilities	400,000	250,000	250,000	300,000	300,000	1,500,000	
Phase II LED Conversion	15,000	-	-	-	-	15,000	
Vehicle Purchase - Highway	1,650,000	835,000	835,000	585,000	835,000	4,740,000	
Equipment Purchase - Highway	50,000	754,000	635,000	674,000	629,000	2,742,000	
Building Improvement - Highway Various Yards	680,000	235,000	245,000	145,000	45,000	1,350,000	
UIC - Roosevelt Yard	2,000,000	2,000,000	2,000,000	2,000,000	1,000,000	9,000,000	
UIC - Parking Fields	-	-	-	-	-	-	
<b>Sanitation</b>							
Heavy Equipment Purchase - Sanitation	1,210,000	880,800	913,983	915,772	953,500	4,874,054	
Passenger Vehicles - Sanitation Collection	-	70,000	20,000	70,000	20,000	180,000	
Paving - Merrick Transferstation	535,000	-	100,000	50,000	-	685,000	
Fuel Tank & Pump Replacement - Oceanside	-	400,000	-	-	-	400,000	
Merrick Truck Wash - Sanitation	400,000	-	-	-	-	400,000	
Light Equipment - Sanitation	-	85,000	25,000	-	-	110,000	
Facility Upgrade - Sanitation	320,000	100,000	-	4,000,000	4,000,000	8,420,000	
<b>Water</b>							
Improvements - Bowling Green Water District	750,000	750,000	750,000	745,000	1,000,000	3,995,000	
Improvements - East Meadow Water District	200,000	2,000,000	2,000,000	2,000,000	2,000,000	8,200,000	
Improvements - Levittown Water District	-	1,750,000	1,750,000	1,750,000	1,750,000	7,000,000	
Improvements - Lido-Point Lockout Water District	-	500,000	500,000	500,000	500,000	2,000,000	
Improvements - Roosevelt Field Water District	900,000	1,200,000	1,500,000	1,500,000	1,200,000	6,300,000	
Improvements - Uniondale Water District	2,530,000	1,000,000	1,000,000	1,000,000	1,000,000	6,530,000	
Water Meters	275,000	275,000	275,000	275,000	300,000	1,400,000	
Building Improvements - Water Department	800,000	300,000	150,000	150,000	150,000	1,550,000	
Light Equipment - Water Department	50,000	50,000	50,000	50,000	50,000	250,000	
Heavy Equipment - Water Department	-	205,000	55,000	80,000	55,000	395,000	
<b>Parks</b>							
Improvements - TOH Parks	3,305,000	4,915,000	3,267,450	3,855,000	3,570,000	18,912,450	
Fuel Tank - TOH Parks	1,200,000	80,000	-	-	-	1,280,000	
Storage Tank Upgrade - TOH Parks	400,000	400,000	400,000	400,000	400,000	2,000,000	
UIC Compliance TOH Parks	120,000	120,000	130,000	140,000	140,000	650,000	
Phase II LED Conversion	1,235,000	-	-	-	-	1,235,000	
Heavy Equipment - TOH Parks	500,000	-	-	-	-	500,000	
Light Equipment - TOH Parks	300,000	-	-	-	-	300,000	
Franklin Square Park District	-	-	465,000	360,000	435,000	1,260,000	
Levittown Park district	1,200,000	75,000	500,000	275,000	315,000	2,365,000	
	\$ 27,928,300	\$ 50,530,933	\$ 49,520,499	\$ 56,842,572	\$ 56,762,533	\$ 241,584,838	

\*\* 2018 included with existing authorizations

Exhibit C			
Summary of 2018 Planned Borrowing - By Fund			
Fund	Existing Authorization	New Authorizations	Total Planned Borrowing
General	\$ 9,766,208	\$ 913,300	\$ 10,679,508
Part town - Building	35,575	-	35,575
Part town -Highway	34,254,360	2,145,000	36,399,360
Lighting	60,313	-	60,313
Sanitation	1,813,704	500,000	2,313,704
Water	3,034,880	-	3,034,880
Parks	5,403,626	2,650,000	8,053,626
Parking	66,250	-	66,250
Merrick Fire Protection	-	-	-
	<u>\$ 54,434,916</u>	<u>\$ 6,208,300</u>	<u>\$ 60,643,216</u>

2019 - interest only - \$2.2 million

2020 - principal & interest \$7.6 million

Exhibit D		
2018 Planned Road Improvement Projects		
District	PROJECT AREA	
1	Lakeview	Langdon Boulevard
1	Roosevelt	Cumberland Avenue Area
1	Uniondale	Fenimore Ave
1	Uniondale	Maple Ave
1	Uniondale	Lenox Avenue Area
1	Uniondale	Nostrand Avenue
1	Uniondale	Cornwell Wllelein
1	Uniondale	Maplegrove-Walnut
1	West Hempstead	Hempstead Gardens Drive
2	Bellrose Terrace	95th Ave
2	Elmont	Locustwood Blvd
2	West Hempstead	Garden Pl
2	West Hempstead	Roosevelt Blvd
2	West Hempstead	Hempstead Gardens Drive
2	West Hempstead	Johnson Lane
2	West Hempstead	Chestnut Street
2	Westbury	Clearmeadow Drive Area
2	Westbury	Sherman Court
3	Franklin Square	Admont Ave
3	Franklin Square	Benris Avenue
3	Franklin Square	Commonwealth Street
3	Franklin Square	Fenworth Blvd.
3	South Valley Stream	Cranford Ave
3	South Valley stream	Dolores Drive
3	South Valley Stream	Elderberry Ln East
3	South Valley stream	Mayfield Lane
3	South Valley Stream	Rushfield Ln
4	Hewlett	Hewlett Pkwy
4	Oceanside	Besade Court
4	Oceanside	Maxine Court
4	Oceanside	Skillman Ave
4	Oceanside	Waukena Ave Phase 2
5	Baldwin	Brooklyn Avenue and Brooklyn Ave Retaining Wall PhaseII
5	Bellmore	Hewlett Lane
5	Seaford	Washington Avenue
6	Bellmore	Peapond Road Area
6	East Meadow	Benito Street Area
6	East Meadow	Carrie Court
6	East Meadow	Casper Avenue & Bert Place
6	East Meadow	Hysler Street
6	East Meadow	Prospect Ave Phase 2 (multi modal)
6	Levittown	Division Ave
6	Merrick	Oak Court (multi modal)
6	North Bellmore	Pacific Street
6	North Bellmore	Rosemont Street Area
6	North Merrick	3rd Avenue
6	Wantagh	Gold Street

\*\*\* Source - Engineering Department Project listing

**EXHIBIT E**  
**Approved Governor's Office of Storm Recovery Projects (GOSR)\*\*\***

Name	Description	Budget
Barnum Island/Harbor Isle: Drainage Improvements Phase II	The project proposes to design and construct drainage improvements in Barnum Island and Harbor Isle. Check valves will be installed at the following locations: Sheridan Pl, Intersection of Island Pkwy W and Harrison Ave, Intersection of Island Pkwy W and Brighton Blvd, Intersection of Island Pkwy N and Franklin Ave, Intersection of Island Pkwy N and Harrison Ave, Intersection of Island Pkwy N and Washington Ave, Intersection of Kent Blvd and Washington Ave, Intersection of Warwick Rd and Washington Ave, Intersection of Brighton Blvd and Washington Ave, Intersection of Island Pkwy S and Washington Ave, Decatur Pl, Intersection of Iowa Pl and California Pl N, Intersection of California Pl N and New York Ave, Pennsylvania Ave, Kingston Blvd, Intersection of Kingston Blvd and New York Ave, Wavcrest Pl S, Wavcrest Pl N, Intersection of Audubon Blvd and New York Ave, Intersection of Trafalgar Blvd and New York Ave, N Atlantic Pl, Saratoga Blvd, Jamaica Ave, Empire Blvd, and Austin Blvd. Road raisings will be implemented in the following locations: California Pl S, Iowa Pl, Vanderbilt Pl, and Baker Ct.	7,302,781
Baldwin Park Shoreline Stabilization	The Town of Hempstead has taken on the role of subrecipient for this project. The project proposes to complete resiliency improvements to Baldwin Park including bulkhead replacement, natural shoreline stabilization, a well-defined pedestrian pathway, and an informal kayak launch site consistent with the South Shore Blueway.	4,018,598
Lido Beach/Point Lookout Shoreline Stabilization and Revetment	The project proposes to construct sections of rock revetment at northeast end of Point Lookout for protection of homes, businesses, and recreational facilities.	3,800,000
South Valley Stream Shoreline Improvements - The Path to the Park	The proposed project will improve and restore the natural shoreline along Valley Stream in an area along a pedestrian greenway known as "The Path" as well as adjacent to Brook Road Park. The project provides a combination of stream corridor restoration and riverbank stabilization by utilizing natural elements, green infrastructure, and hardened shorelines. These proposed improvements will help mitigate storm damage, reduce flooding, and improve resiliency.	3,700,000
Oceanside Pipes	The proposed project will increase capacity of pipes at Derby Dr S east and west outfalls, Tinker Dr to address flooding on Beverly Rd and Stanley St, Lawson Blvd upstream from W Windsor Pkwy, Foxhurst Rd to address flooding on Seifert Ct, and Waukena Ave to address flooding on Fourth St.	3,432,000
Oceanside Road Raising #2 Carrel Blvd	The proposed project will implement the raising of roads on Carrel Blvd and other low-lying areas connected to the outfall at Cecelia Pl.	2,880,000
Road Raising and Outfalls - Seaford Neptune and South Street	The proposed project will implement the design and construction of road raisings and drainage improvements on Neptune Ave at Beaver Turn, Neptune Ave at Roanoke St, and South St. Additional drainage improvements include installation of bioretention areas, reconfiguration of drainage systems to different outfalls, and installation of check valves and pretreatment structures.	2,876,000
Merrick Road Raising	The proposed project will implement the raising of roads east of Rosebud Ave, west of Shore Dr. Additional drainage improvements will involve reconfiguration of the drainage system to a different existing outfall and installing a check valve and a pretreatment structure.	2,827,000
Bellmore and Wantagh Road Raising	The proposed project will implement the raising of roads on Shore Rd north of Kerry Ln and Mermaid Ave south of Bayport Ct. Additional drainage improvements include installation of check valves and pretreatment structures.	2,794,000

**EXHIBIT E**  
**Approved Governor's Office of Storm Recovery Projects (GOSR)\*\*\***

Name	Description	Budget
Oceanside Check Valves	The proposed project will include the design and installation of check valves in Bellmore (Farmers Ave, Hewlett Lane, two locations on Shore Road), Merrick (Lake End Rd, Lindenmere Dr, Merrick Ave, Whaleneck Dr, Wynsum Ave), Seaford (Peconic Ave), Wantagh (Riverside Dr), and Oceanside (Lawson Blvd, Mott St, Lindbergh Ave, Weidner Ave Southend, Intersection of Balsam St and Freeman Ave, Waukena Ave on Grand Canal, Daly Blvd, Waukena Ave on Bedell Creek).	2,776,000
Oceanside Road Raising Moreland Ave and Royal Ave	The proposed project will implement the raising of roads on a portion of Moreland Ave, Louis Pl, Fir Pl, Grove Pl, Stanton Pl, and Royal Ave at the head of Reed Channel.	2,700,000
Seaford Road Raising	The proposed project will design and implement raising of roads and construction of associated drainage improvements to mitigate flooding in the Seaford community.	2,500,000
South Valley Stream Stormwater Infrastructure Upgrades	The proposed project will implement the raising of roads on Jedwood Pl, Sanford Ct, and a portion of Cluett Rd.	2,300,000
Meadowmere Park Bridge Reconstruction	The proposed project will reconstruct and harden the footbridge to ensure an evacuation route for emergency vehicles (Ambulance only) during and after storm events. Vehicular access is only intended for emergency personnel and only as needed for storm events.	2,250,000
Baldwin: East Baldwin Road Raising and Jackson Place	The proposed project will design and implement road raisings and associated drainage improvements along Washington Place, Hayes Place, Van Buren Place and Jackson Place.	2,000,000
Town of Hempstead Streetlights	The proposed project will address the design and installation of upgrades to streetlights located in priority locations in the Seaford, Wantagh, Bellmore, and Merrick communities. Upgrades include retrofitting existing streetlights with solar power and backup battery storage.	1,750,000
Oceanside Detention System/Inlets	The proposed project will install detention systems at the intersection of Moore Ave and Fulton Ave. To expand the drainage system, additional inlets will be installed at Hampton Rd and Perry Ave.	1,188,000
Meadowbrook Corridor Green Infrastructure	The Phase I study has been completed by DASNY. Procurement by TOH for the Phase II study is being finalized. Phase II includes check valves.	709,409
Atlantic Beach Fire House Hardening (Emergency Medical Services)	The proposed project includes potential improvements such as the installation of a permanent backup diesel generator, the hardening and flood proofing of exterior doors, and the extension of dock pilings to accommodate higher water levels at docks used by emergency watercrafts.	615,118
Meadowmere Park Fire Department Generators	The proposed project will provide backup power supply for the Meadowmere Park Fire House via installation of fixed power generation.	494,574

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN, pursuant to the provisions of of the Building Zone Ordinance of the Town of Hempstead, that a public hearing will be held by the Town Board of said Town on June 5, 2018 at 10:30 o'clock in the forenoon of that day in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, for the purpose of considering the application of BEECHWOOD MERRICK LLC to rezone from "Y" Industrial District and "X" Business District to PUD District and include said lot with in the adjacent South East Quadrant of the PUD District situated in WESTBURY, New York.

A parcel of property located on the w/si of Merrick Ave. 1671' s/of Privado Rd. w/frontage along Merrick Rd Ave. and depth of 585' situated in Westbury, Town of Hempstead, County of Nassau, State of New York.

The above mentioned petition & maps which accompanies it are on file with the undersigned and may be viewed during office hours.

Any person interested in the subject matter will be given an opportunity to be heard with reference thereto at the time and place above designated.

BY ORDER OF THE TOWN BOARD, TOWN OF HEMPSTEAD, N.Y.

LAURA A. GILLEN  
SUPERVISOR

SYLVIA A. CABANA  
TOWN CLERK

Dated: May 22, 2018  
Hempstead, N.Y.

Item # 14

Case # 29933

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution

And moved its adoption:

RESOLUTION GRANTING PERMISSION TO THE SAINT CATHERINE OF SIENNA R.C. CHURCH TO USE TOWN OF HEMPSTEAD PARKING FIELD FS-3, FRANKLIN SQUARE, NEW YORK FOR THE PURPOSE OF HOLDING THE ANNUAL SAINT CATHERINE OF SIENNA PARISH FAMILY FESTIVAL JUNE 27, 2018 THROUGH JULY 1, 2018.

WHEREAS, the Saint Catherine of Sienna R.C. Church, 33 New Hyde Park Road Franklin Square, New York 11010 Attention: Rev. Msgr. Richard M. Figliozzi, Pastor has requested to use Town of Hempstead Parking Field FS-3, Franklin Square, New York for the purpose of holding the Annual Saint Catherine of Sienna Parish Family Festival June 27, 2018 through July 1, 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 Saint Catherine of Sienna R.C. Church, 33 New Hyde Park Road, Franklin Square, New York 11010 Attention: Rev. Msgr. Richard M. Figliozzi, Pastor to use Town of Hempstead Parking Field FS-3, Franklin Square, New York for the purpose of holding the Festival and be it further

RESOLVED, that in conducting this activity, the Saint Catherine of Sienna R.C. Church 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

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

Item #

15

Case #

20915

**RESOLVED**, that subject to the issuance of the Special Permit, amusement rides will be set up after 7:00 p.m. on June 26, 2018 and removed by 6:00 a.m. on July 2, 2018.

The foregoing resolution was adopted upon roll call as follows:

**AYES:**

**NOES:**



CASE NO. 25843

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved  
its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE GRANTING  
OF THE APPLICATION OF BALDWIN POST #246, AMERICAN  
LEGION FOR A PARADE PERMIT FOR A PARADE HELD IN  
BALDWIN, NEW YORK, ON MAY 28, 2018.

WHEREAS, Robert Hare of Baldwin, New York, Post Commander of the  
Baldwin Post #246, American Legion, New York has filed an application with the  
Town Clerk of the Town of Hempstead, for a Parade Permit for a Parade to be held  
in Baldwin, New York, on May 28, 2018 from 9:50 AM to 11:05 AM and

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the GRANTING of the aforesaid application of Robert  
Hare, Post Commander of the Baldwin Post #246, American Legion, be and the  
same is hereby RATIFIED AND CONFIRMED, subject to all the provisions of  
Chapter 117 entitled Parades, Code of the Town of Hempstead.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

16

Case #

25843

CASE NO. 25843

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved  
its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE GRANTING  
OF THE APPLICATION OF VFW POST 2770 FOR A PARADE  
PERMIT FOR A PARADE HELD IN BELLMORE, NEW YORK, ON  
MAY 28, 2018.

WHEREAS, Patrick Jyngstrom of N Merrick, New York, Commander of  
the VFW POST 2770, New York has filed an application with the Town Clerk of  
the Town of Hempstead, for a Parade Permit for a Parade to be held in Bellmore,  
New York, on May 28, 2018 from 10:00 AM to 1:00 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 Patrick  
Jyngstrom, Commander of the VFW POST 2770, be and the same is hereby  
RATIFIED AND CONFIRMED, subject to all the provisions of Chapter 117  
entitled Parades, Code of the Town of Hempstead

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

16

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 BELLEROSE FIRE DEPARTMENT FOR A  
PARADE PERMIT FOR A PARADE HELD IN BELLEROSE, NEW  
YORK, ON MAY 28, 2018.

WHEREAS, Adrian Dearmas of Bellerose, New York, Chief of the  
Bellerose Fire Department, New York has filed an application with the Town Clerk  
of the Town of Hempstead, for a Parade Permit for a Parade to be held in  
Bellerose, New York, on May 28, 2018 from 9:00 AM to 10:30 AM and

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

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

NOW, THEREFORE, BE IT

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 16

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 AMERICAN LEGION/ VFW JEWISH WAR VETS FOR A PARADE PERMIT FOR A PARADE HELD IN EAST MEADOW, NEW YORK, ON MAY 28, 2018.

WHEREAS, John Devany of East Meadow, New York, Commander Post 1082 of the American Legion/ VFW Jewish War Vets, New York has filed an application with the Town Clerk of the Town of Hempstead, for a Parade Permit for a Parade to be held in East Meadow, New York, on May 28, 2018 from 10:00 AM to 12:00 PM and

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the GRANTING of the aforesaid application of John Devany, Commander Post 1082 of the American Legion/ VFW Jewish War Vets, 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 # 16

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 ELMONT AMERICAN LEGION POST  
1033 FOR A PARADE PERMIT FOR A PARADE HELD IN ELMONT,  
NEW YORK, ON MAY 28, 2018.

WHEREAS, Ralph Esposito of Floral Park, New York, Parade Chairman  
of the Elmont American Legion Post 1033, 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 Elmont, New York, on May 28, 2018 from 9:30 AM to 12:00 PM and

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the GRANTING of the aforesaid application of Ralph  
Esposito, Parade Chairman of the Elmont American Legion Post 1033, 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 #

16

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. CATHERINE OF SIENNA  
CHURCH FOR A PARADE PERMIT FOR A PROCESSION HELD IN  
FRANKLIN SQUARE, NEW YORK, ON JUNE 03, 2018.

WHEREAS, Joseph Lannon of Franklin Sq, New York, Sacristan of the St. Catherine of Sienna Church, New York has filed an application with the Town Clerk of the Town of Hempstead, for a Parade Permit for a Procession to be held in Franklin Square, New York, on June 03, 2018 from 2:00 PM to 3:00 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 Joseph Lannon, Sacristan of the St. Catherine of Sienna Church, be and the same is hereby RATIFIED AND CONFIRMED, subject to all the provisions of Chapter 117 entitled Parades, Code of the Town of Hempstead

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

16

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 LEVITTOWN/ISLAND TREES  
VETERANS COUNCIL FOR A PARADE PERMIT FOR A  
PARADE HELD IN LEVITTOWN, NEW YORK, ON MAY 28, 2018.

WHEREAS, Councilman Dennis Dunne of Levittown, New York,  
President of the Levittown/Island Trees Veterans Council, 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 Levittown, New York, on May 28, 2018 from 10:00  
AM to 11:00 AM and

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the GRANTING of the aforesaid application of  
Councilman Dennis Dunne, President of the Levittown/Island Trees Veterans  
Council, 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 # 16

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 MERRICK AMERICAN LEGION POST #  
1282 FOR A PARADE PERMIT FOR A PARADE HELD IN  
MERRICK, NEW YORK, ON MAY 28, 2018.

WHEREAS, Robert Dishman of Merrick, New York, Parade Chairman of  
the Merrick American Legion Post # 1282, 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 Merrick, New York, on May 28, 2018 from 9:30 AM to 12:00 PM and

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the GRANTING of the aforesaid application of Robert  
Dishman, Parade Chairman of the Merrick American Legion Post # 1282, 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 # 16  
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 JWV POST 717 FOR A PARADE PERMIT  
FOR A PARADE HELD IN OCEANSIDE, NEW YORK, ON MAY 28,  
2018.

WHEREAS, Leonard Levine of Oceanside, New York, Chaplain of the  
JWV Post 717, 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 Oceanside,  
New York, on May 28, 2018 from 9:00 AM to 11:30 AM and

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the GRANTING of the aforesaid application of Leonard  
Levine, Chaplain of the JWV Post 717, 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 # 16

Case # 25843

CASE NO. 25843

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved

its adoption:

RESOLUTION GRANTING OF THE APPLICATION OF FRIEDBERG JCC FOR A PARADE PERMIT FOR A K-RUN HELD IN OCEANSIDE, NEW YORK, ON SEPTEMBER 23, 2018.

WHEREAS, Denise Torre of Oceanside, New York, Director of the Friedberg JCC, New York has filed an application with the Town Clerk of the Town of Hempstead, for a Parade Permit for a K-Run to be held in Oceanside, New York, on September 23, 2018 from 8:00 AM to 9:30 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 Denise Torre, Director of the Friedberg JCC, 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 #

16

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 ROOSEVELT AMERICAN LEGION POST 1957 FOR A PARADE PERMIT FOR A PARADE HELD IN ROOSEVELT, NEW YORK, ON MAY 28, 2018. RAIN DATE: MAY 30, 2018.

WHEREAS, Charles Robbins of Roosevelt, New York, Commander of the Roosevelt American Legion Post 1957, 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 Roosevelt, New York, on May 28, 2018, Rain Date: May 30, 2018, from 9:00 AM to 11:45 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 GRANTING of the aforesaid application of Charles Robbins, Commander of the Roosevelt American Legion Post 1957, 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 # 16  
Case # 25843

CASE NO. 25843

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved  
its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE GRANTING  
OF THE APPLICATION OF SEAFORD AMERICAN LEGION POST  
1132 FOR A PARADE PERMIT FOR A PARADE HELD IN  
SEAFORD, NEW YORK, ON MAY 28, 2018.

WHEREAS, Edgar Smith of N Massapequa, New York, Parade Chairman  
of the Seaford American Legion Post 1132, New York has filed an application with  
the Town Clerk of the Town of Hempstead, for a Parade Permit for a Parade to be  
held in Seaford, New York, on May 28, 2018 from 10:00 AM to 11:15 AM and

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the GRANTING of the aforesaid application of Edgar  
Smith, Parade Chairman of the Seaford American Legion Post 1132, 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 # 16

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 SOUTH HEMPSTEAD FIRE DEPT FOR A PARADE PERMIT FOR A PARADE HELD IN SOUTH HEMPSTEAD, NEW YORK, ON MAY 27, 2018.

WHEREAS, George O'leary of Franklin Sq, New York, Fire Fighter of the South Hempstead Fire Dept, New York has filed an application with the Town Clerk of the Town of Hempstead, for a Parade Permit for a Parade to be held in South Hempstead, New York, on May 27, 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 GRANTING of the aforesaid application of George O'leary, Fire Fighter of the South Hempstead Fire Dept, 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 #

16

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 UNIONDALE FIRE DEPARTMENT FOR  
A PARADE PERMIT FOR A PARADE HELD IN UNIONDALE, NEW  
YORK, ON MAY 28, 2018.

WHEREAS, Stephen Doherty of Uniondale, New York, Parade Chairman  
of the Uniondale Fire Department, New York has filed an application with the  
Town Clerk of the Town of Hempstead, for a Parade Permit for a Parade to be held  
in Uniondale, New York, on May 28, 2018 from 10:00 AM to 11:00 AM and

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the GRANTING of the aforesaid application of Stephen  
Doherty, Parade Chairman of the Uniondale Fire Department, be and the same is  
hereby RATIFIED AND CONFIRMED, subject to all the provisions of Chapter  
117 entitled Parades, Code of the Town of Hempstead

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

16

Case #

25843

CASE NO. 25843

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved  
its adoption:

**RESOLUTION RATIFYING AND CONFIRMING THE GRANTING  
OF THE APPLICATION OF WANTAGH AMERICAN LEGION POST  
1273 FOR A PARADE PERMIT FOR A PARADE HELD IN  
WANTAGH , NEW YORK, ON MAY 28, 2018.**

WHEREAS, John Sottnik of Wantagh, New York, Vice Commander of the Wantagh American Legion Post 1273, New York has filed an application with the Town Clerk of the Town of Hempstead, for a Parade Permit for a Parade to be held in Wantagh , New York, on May 28, 2018 from 10:00 AM to 12:00 PM and

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

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

NOW, THEREFORE, BE IT

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

16

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 AMERICAN LEGION 1087 FOR A  
PARADE PERMIT FOR A PARADE HELD IN WEST HEMPSTEAD,  
NEW YORK, ON MAY 28, 2018.**

WHEREAS, Rosalie Norton of W Hempstead, New York, President of the American Legion 1087, 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 West Hempstead, New York, on May 28, 2018 from 10:00 AM to 11:00 AM and

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the GRANTING of the aforesaid application of Rosalie Norton, President of the American Legion 1087, 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 #

16

Case #

25843



CASE NO. 25843

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved  
its adoption:

RESOLUTION GRANTING OF THE APPLICATION OF YOUNG ISRAEL OF WOODMERE FOR A PARADE PERMIT FOR A PROCESSION HELD IN YOUNG ISRAEL OF WOODMERE TORAH PRO, NEW YORK, ON JUNE 10, 2018.

WHEREAS, Rabbi Daniel Frankel of Woodmere, New York, Executive Director of the Young Israel of Woodmere, 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 Young Israel of Woodmere Torah Pro, New York, on June 10, 2018 from 11:30 AM to 12:45 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 of the aforesaid application of Rabbi Daniel Frankel, Executive Director of the Young Israel of Woodmere, 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 #

16

Case #

25843

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, DETERMINED TO BE UNFIT FOR HUMAN OCCUPANCY, LOCATED ON THE NORTHEAST CORNER OF STANTON AVENUE AND EARL PLACE. SEC 36, BLOCK 443, AND LOT (S) 209 & 309, A/K/A 985 STANTON 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 985 Stanton Avenue, Baldwin, Town of Hempstead, New York; and

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

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

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

WHEREAS, the services of 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 March 29, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to have two (2) thirty two inch by eighty two inch (32" x 82") doors secured with one half inch (1/2") four (4) ply plywood, one (1) thirty inch by seventy five inch (30" x 75") door secured with one half inch (1/2") four (4) ply plywood and one (1) thirty eight inch by eighty one inch (38" x 81") door secured with one half inch (1/2") four (4) ply plywood, located at 985 Stanton Avenue, Baldwin;

WHEREAS, on March 30, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to open and re-secure one (1) door for tenants, located at 985 Stanton Avenue, Baldwin;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$415.05, the cost associated with the emergency services provided at 985 Stanton 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 \$665.05 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 #

17

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, DETERMINED TO BE UNFIT FOR HUMAN OCCUPANCY, LOCATED ON THE EAST SIDE OF FREEMAN AVENUE, 110 FEET NORTH OF SWENSON PLACE. SEC 56, BLOCK 150, AND LOT (S) 226-228, A/K/A 2065 FREEMAN AVENUE, BELLMORE, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 2065 Freeman Avenue, Bellmore, Town of Hempstead, New York; and

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

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

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

WHEREAS, the services of 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 March 25, 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 eighty three inch (38" x 83") door secured with one half inch (1/2") four (4) ply plywood and one (1) thirty five inch by eighty two inch (35" x 82") door secured with one half inch (1/2") four (4) ply plywood, located at 2065 Freeman Avenue, Bellmore;

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 2065 Freeman Avenue, Bellmore, New York

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$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 #

17

Case #

6542

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY WOOD FRAME ONE FAMILY DWELLING, LOCATED ON THE SOUTH SIDE OF ELMORE AVENUE, 288 FEET WEST OF CHAMBERS AVENUE. SEC 50, BLOCK 512, AND LOT (S) 598-600, A/K/A 384 ELMORE AVENUE, EAST MEADOW, 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 384 Elmore Avenue, East Meadow, Town of Hempstead, 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 March 28, 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 eighty four inch (38" x 84") door secured with one half inch (1/2") four (4) ply plywood, one (1) twenty five inch by thirty two inch (25" x 32") window boarded with one half inch (1/2") four (4) ply plywood, one (1) six inch by one hundred thirty inch (6" x 130") exterior hole boarded and two (2) twelve inch by twelve inch (12" x 12") exterior holes boarded, located 384 Elmore Avenue, East Meadow;

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 384 Elmore Avenue, East Meadow, 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 # 17

Case # 6542

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE AND ONE HALF STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE AND ABOVE GROUND SWIMMING POOL, LOCATED ON THE SOUTHWEST CORNER OF CHAMBERS AVENUE AND ELMORE AVENUE. SEC 50, BLOCK 512, AND LOT (S) 648, A/K/A 386 CHAMBERS AVENUE, EAST MEADOW, 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 386 Chambers Avenue, East Meadow, Town of Hempstead, 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 March 15, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to dismantle and remove one (1) sixteen foot by sixteen foot (16' x 16') by four foot (4') above ground swimming pool and three (3) yards of debris, located 386 Chambers Avenue, East Meadow;

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 386 Chambers Avenue, East Meadow, 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 # 17

Case # 6542

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE 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 March 30, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to have two (2) twelve inch by twelve inch (12" x 12") exterior hole boarded and one (1) twenty six inch by forty two inch (26" x 42") window boarded with one half inch (1/2") four (4) ply plywood, 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 # 17

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 SOUTHWEST CORNER OF FRONT STREET AND KODIMA PLACE. SEC 50, BLOCK 535, AND LOT (S) 5, A/K/A 1956 FRONT STREET, EAST MEADOW, 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 1956 Front Street, East Meadow, 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 March 15, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to have one (1) twenty eight inch by forty one inch (28" x 41") window boarded with one half inch (1/2") four (4) ply plywood, located at 1956 Front Street, East Meadow;

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 1956 Front Street, East Meadow, 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 #

17

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 SOUTHWEST CORNER OF LINCOLN AVENUE AND 5<sup>TH</sup> STREET. SEC 50, BLOCK 217, AND LOT (S) 71, A/K/A 2071 LINCOLN AVENUE, EAST MEADOW, 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 2071 Lincoln Avenue, East Meadow; 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 March 13, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to have one (1) thirty three inch by eighty six inch (33" x 86") door secured with one half inch (1/2") four (4) ply plywood, one (1) forty inch by ninety two inch (40" x 92") door secured with one half inch (1/2") four (4) ply plywood, one (1) thirty eight inch by seventy seven inch (38" x 77") door secured with one half inch (1/2") four (4) ply plywood and install two (2) lock and hasps, located at 2071 Lincoln Avenue, East Meadow;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$353.88, the cost associated with the emergency services provided at 2071 Lincoln Avenue, East Meadow, 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 \$603.88 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 #

17

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 NORTH BOULEVARD, 301 FEET EAST OF RHAME AVENUE. SEC 42, BLOCK 19, AND LOT (S) 18-19, A/K/A 2 NORTH BOULEVARD, 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 North Boulevard, 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 March 14, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to re-secure three (3) sections of fallen fence, located at 2 North Boulevard, 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 North Boulevard, 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 # 17

Case # 6542

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY WOOD FRAME ONE FAMILY DWELLING, LOCATED ON THE SOUTH SIDE OF SPERRY STREET WEST, 160 FEET WEST OF WEST BOULEVARD. SEC 42, BLOCK 38, AND LOT (S) 110 & 210, A/K/A 5 SPERRY STREET WEST, 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 5 Sperry Street West, East Rockaway, Town of Hempstead, 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 March 14, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to have one (1) four foot by ninety six inch (4' x 96") soffit hole boarded and install two (2) lock and hasps, located 5 Sperry Street West, 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 5 Sperry Street West, 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 # 17

Case # 6542

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, DETERMINED TO BE UNFIT FOR HUMAN OCCUPANCY, LOCATED ON THE NORTH SIDE OF 117<sup>TH</sup> ROAD, 288 FEET EAST OF 238<sup>TH</sup> STREET. SEC 32, BLOCK 638, AND LOT (S) 49, 548 & 250, A/K/A 238-33 117<sup>TH</sup> 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 238-33 117<sup>th</sup> Road, Elmont, Town of Hempstead, New York; and

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

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

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

WHEREAS, the services of 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 March 22, 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 eighty two inch (38" x 82") door secured with one half inch (1/2") four (4) ply plywood and one (1) thirty three inch by eighty two inch (33" x 82") door secured with one half inch (1/2") four (4) ply plywood, located at 238-33 117<sup>th</sup> Road, 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 238-33 117<sup>th</sup> 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 \$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 # 17  
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, 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 28, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to have one (1) thirty six inch by fifty two inch (36" x 52") window boarded with one half inch (1/2") four (4) ply plywood and install two (2) lock and chains, located at 278 Ludlam Avenue, Elmont;

WHEREAS, on March 15, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to open and re-secure for tenants, located at 278 Ludlam Avenue, Elmont;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$361.60, 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 \$611.60 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 #

17

Case #

6542

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED TWO STORY WOOD FRAME ONE FAMILY DWELLING WITH ATTACHED GARAGE, LOCATED ON THE NORTHWEST CORNER OF HEWLETT AVENUE AND KIRKWOOD AVENUE. SEC 63, BLOCK 175, AND LOT (S) 133, A/K/A 2370 HEWLETT 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 2370 Hewlett Avenue, Merrick, Town of Hempstead, 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 March 21, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to have one (1) eight foot by eight foot (8' x 8') 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 and install one (1) lock, located at 2370 Hewlett Avenue, Merrick;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$249.40, the cost associated with the emergency services provided at 2370 Hewlett 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 \$499.40 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 # 17

Case# 6542

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED TWO AND ONE HALF STORY WOOD FRAME FIVE FAMILY DWELLING, LOCATED ON THE SOUTH SIDE OF GRAND CENTRAL PLACE, 103 FEET WEST OF JEANETTE AVENUE. SEC 40, BLOCK 157, AND LOT (S) 11-12, A/K/A 345 GRAND CENTRAL PLACE, INWOOD, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 345 Grand Central Place, Inwood, 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 March 27, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to have one (1) twenty three inch by forty eight inch (23" x 48") window boarded with one half inch (1/2") four (4) ply plywood and one (1) eighteen inch by thirty two inch (18" x 32") window boarded with one half inch (1/2") four (4) ply plywood, located at 345 Grand Central Place, Inwood;

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 345 Grand Central Place, Inwood, New York

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$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 # 17

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 SUMNER AVENUE, 206 FEET WEST OF MEADOWBROOK ROAD. SEC 55, BLOCK 97, AND LOT (S) 1413, A/K/A 1660 SUMNER 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 1660 Sumner 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 March 27, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to have two (2) thirty nine inch by eighty two inch (39" x 82") doors secured with one half inch (1/2") four (4) ply plywood, one (1) thirty four inch by eighty two inch (34" x 82") door secured with one half inch (1/2") four (4) ply plywood, one (1) thirty six inch by eighty one inch (36" x 81") door secured with one half inch (1/2") four (4) ply plywood, one (1) four foot by nine foot (4' x 9') window boarded with one half inch (1/2") four (4) ply plywood, one (1) four foot by eight foot (4' x 8') window boarded with one half inch (1/2") four (4) ply plywood, three (3) thirty six inch by fifty one inch (36" x 51") windows boarded with one half inch (1/2") four (4) ply plywood, two (2) thirty six inch by fifty four inch (36" x 54") windows boarded with one half inch (1/2") four (4) ply plywood, one (1) twenty six inch by forty two inch (26" x 42") window boarded with one half inch (1/2") four (4) ply plywood, one (1) thirty three inch by forty two inch (33" x 42") window boarded with one half inch (1/2") four (4) ply plywood and one (1) thirty three inch by forty six inch (33" x 46") window boarded with one half inch (1/2") four (4) ply plywood located at 1660 Sumner Avenue, Merrick;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$784.10, the cost associated with the emergency services provided at 1660 Sumner 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 \$1,034.10 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 #

17

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, DETERMINED TO BE UNFIT FOR HUMAN OCCUPANCY, LOCATED ON THE WEST SIDE OF MEADOWBROOK ROAD, 554 FEET NORTH OF MICHALICKI PLACE. SEC 55, BLOCK 93, AND LOT (S) 14, A/K/A 247 MEADOWBROOK ROAD, MERRICK, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 247 Meadowbrook Road, Merrick, Town of Hempstead, New York; and

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

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

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

WHEREAS, the services of 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 March 16, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to have one (1) thirty two inch by eighty four inch (32" x 84") door secured with one half inch (1/2") four (4) ply plywood, located at 247 Meadowbrook Road, 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 247 Meadowbrook Road, 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 # 12

Case # 6542



Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY SPLIT LEVEL WOOD FRAME ONE FAMILY DWELLING WITH TWO CAR BASEMENT GARAGE, LOCATED ON THE SOUTH SIDE OF DENNIS STREET, 260 FEET EAST OF PARK AVENUE. SEC 54, BLOCK 424, AND LOT (S) 41-43, A/K/A 316 DENNIS STREET, OCEANSIDE, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 316 Dennis Street, Oceanside, Town of Hempstead, 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 March 22, 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 two inch (40" x 82") door secured with one half inch (1/2") four (4) ply plywood, one (1) fifty two inch by sixty nine inch (52" x 69") window boarded with one half inch (1/2") four (4) ply plywood, one (1) twelve inch by twenty four inch (12" x 24") exterior hole boarded and one (1) eight inch by twelve inch (8" x 12") exterior hole boarded, located at 316 Dennis Street, Oceanside;

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 316 Dennis Street, Oceanside, New York

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$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 # 17

Case # 0542

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 BALDWIN AVENUE, 100 FEET NORTH OF LIDO BOULEVARD. SEC 61, BLOCK 7, AND LOT (S) 10, A/K/A 20 BALDWIN AVENUE, POINT LOOKOUT, 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 20 Baldwin Avenue, Point Lookout, Town of Hempstead, 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 March 23, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to have two (2) forty inch by eighty four inch (40" x 84") doors secured with one half inch (1/2") four (4) ply plywood, located at 20 Baldwin Avenue, Point Lookout;

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 20 Baldwin Avenue, Point Lookout, 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 # 17

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 EAST SIDE OF WILLETT PLACE, 144 FEET SOUTH OF LINCOLN AVENUE. SEC 55, BLOCK 457, AND LOT (S) 13-14, A/K/A 28 WILLETT PLACE, ROOSEVELT, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 28 Willett Place, Roosevelt; and

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

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

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

WHEREAS, the services of 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 March 16, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to re-secure one (1) door board, located at 28 Willett Place, 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 28 Willett Place, Roosevelt, New York

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$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 # 17

Case # 6542

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED TWO STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, LOCATED ON THE EAST SIDE OF PROSPECT STREET, 360 FEET SOUTH OF FREDERICK AVENUE. SEC 55, BLOCK 292, AND LOT (S) 587-589, A/K/A 62 PROSPECT 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 62 Prospect Street, Roosevelt, Town of Hempstead, 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 March 29, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to have forty two feet (42') 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 62 Prospect Street, Roosevelt;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$588.00, the cost associated with the emergency services provided at 62 Prospect 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 \$838.00 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 # 17

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, DETERMINED TO BE UNFIT FOR HUMAN OCCUPANCY, LOCATED ON THE NORTH SIDE OF EAST ROOSEVELT AVENUE, 126 FEET EAST OF NASSAU ROAD. SEC 55, BLOCK 438, AND LOT (S) 91-92, A/K/A 21 EAST ROOSEVELT 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 21 East Roosevelt Avenue, Roosevelt, Town of Hempstead, New York; and

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

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

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

WHEREAS, the services of 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 March 15, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to have one (1) twenty one inch by thirty five inch (21" x 35") window boarded with one half inch (1/2") four (4) ply plywood, located at 21 East Roosevelt 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 21 East Roosevelt 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 #

17

Case #

6542

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY WOOD FRAME ONE FAMILY DWELLING WITH ATTACHED GARAGE, LOCATED ON THE NORTH SIDE OF LINDEN PLACE, 120 FEET EAST OF PARK AVENUE. SEC 55, BLOCK 480, AND LOT (S) 602-603, A/K/A 7 LINDEN PLACE, ROOSEVELT, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 7 Linden Place, Roosevelt, Town of Hempstead, 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 March 16, 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") HUD style door boarded with one half inch (1/2") four (4) ply plywood, one (1) forty inch by eighty two inch (40" x 82") HUD style door boarded with one half inch (1/2") four (4) ply plywood, four (4) thirty two inch by forty inch (32" x 40") HUD style window boarded with one half inch (1/2") four (4) ply plywood, one (1) thirty two inch by fifty eight inch (32" x 58") HUD style window boarded with one half inch (1/2") four (4) ply plywood, two (2) thirty inch by thirty two inch (30" x 32") HUD style windows boarded with one half inch (1/2") four (4) ply plywood and three (3) thirty two inch by fifty six inch (32" x 56") HUD style windows boarded with one half inch (1/2") four (4) ply plywood, located 7 Linden Place, Roosevelt;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$697.04, the cost associated with the emergency services provided at 7 Linden Place, Roosevelt, New York

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$947.04 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:

NOBS Item # 12

Case # 6542

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED TWO STORY WOOD FRAME ONE FAMILY DWELLING WITH ATTACHED GARAGE, LOCATED ON THE NORTHEAST CORNER OF OLETA PLACE AND RIVERSIDE AVENUE. SEC 65, BLOCK 69, AND LOT (S) 1018-1021, A/K/A 3705 OLETA PLACE, SEAFORD, 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 3705 Oleta Place, Seaford, Town of Hempstead, 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 March 30, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to have one (1) seventy five inch by eighty two inch (75" x 82") door secured with one half inch (1/2") four (4) ply plywood and one (1) thirty three inch by eighty one inch (33" x 81") door secured with one half inch (1/2") four (4) ply plywood, located 3705 Oleta Place, Seaford;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$196.06, the cost associated with the emergency services provided at 3705 Oleta Place, Seaford, 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 \$446.06 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 # 17

Case # 6542



Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE AND INGROUND SWIMMING POOL, LOCATED ON THE NORTH SIDE OF WILLOW STREET, 60 FEEL WEST OF MAPLE AVENUE. SEC 36, BLOCK 282, AND LOT (S) 82, A/K/A 347 WILLOW STREET, SOUTH HEMPSTEAD, 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 347 Willow Street, South Hempstead, Town of Hempstead, 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 16, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to have fifty feet (50') 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 347 Willow Street, South Hempstead;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$700.00, the cost associated with the emergency services provided at 347 Willow Street, South Hempstead, 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 \$950.00 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 # 17

Case # 6542



Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED TWO STORY WOOD FRAME ONE FAMILY DWELLING, LOCATED ON THE SOUTH SIDE OF SOUTHERN PARKWAY, 51 FEET EAST OF FULLERTON AVENUE. SEC 36, BLOCK 138, AND LOT (S) 3, A/K/A 526 SOUTHERN PARKWAY, UNIONDALE, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 526 Southern Parkway, Uniondale; and

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

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

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

WHEREAS, the services of 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 March 15, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to open and re-secure one (1) door for survey, located at 526 Southern Parkway, Uniondale;

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 526 Southern Parkway, Uniondale, New York

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$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 #

17

Case #

6542

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY RAISED RANCH WOOD FRAME ONE FAMILY DWELLING WITH TWO CAR BASEMENT GARAGE, LOCATED ON THE WEST SIDE OF CLIFFSIDE AVENUE, 316 FEET NORTH OF HUNGRY HARBOR ROAD. SEC 39, BLOCK 598, AND LOT (S) 9, A/K/A 839 CLIFFSIDE AVENUE, VALLEY STREAM, 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 839 Cliffside Avenue, Valley Stream, 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 March 28, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to have one (1) thirty three inch by eighty two inch (33" x 82") door framed and build with two inch by three inch by eight foot (2" x 3" x 8') studs and one half inch (1/2") four (4) ply plywood, located at 839 Cliffside Avenue, Valley Stream;

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 839 Cliffside Avenue, Valley Stream, 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 #

17

Case #

6542

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY WOOD FRAME ONE FAMILY DWELLING WITH ATTACHED GARAGE, LOCATED ON THE NORTHWEST CORNER OF SYCAMORE AVENUE AND BAYPORT COURT. SEC 63, BLOCK 9, AND LOT (S) 95, A/K/A 2560 SYCAMORE AVENUE, WANTAGH, 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 2560 Sycamore Avenue, Wantagh, Town of Hempstead, 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 March 29, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to have one (1) thirty nine inch by eighty four inch (39" x 84") door secured with one half inch (1/2") four (4) ply plywood, located 2560 Sycamore Avenue, Wantagh;

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 2560 Sycamore Avenue, Wantagh, 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 # 17

Case # 6542

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED TWO STORY WOOD FRAME ONE FAMILY DWELLING, LOCATED ON THE EAST SIDE OF CYPRESS LANE WEST, 332 FEET SOUTH OF CANE LANE. SEC 45, BLOCK 388, AND LOT (S) 19, A/K/A 172 CYPRESS LANE WEST, WESTBURY, 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 172 Cypress Lane West, Westbury, Town of Hempstead, 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 March 20, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to open and re-secure one (1) door for tenants, located at 172 Cypress Lane West, Westbury;

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 172 Cypress Lane West, Westbury, 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 # 17

Case # 6542

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE AND ONE HALF STORY WOOD FRAME ONE FAMILY DWELLING, LOCATED ON THE WEST SIDE OF FRIENDS LANE, 426 FEET WEST OF HEARTH LANE. SEC 45, BLOCK 409, AND LOT (S) 11, A/K/A 146 FRIENDS LANE, WESTBURY, 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 146 Friends Lane, Westbury, Town of Hempstead, 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 March 14, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to have one (1) thirty six inch by eighty two inch (36" x 82") door secured with one half inch (1/2") four (4) ply plywood, one (1) forty inch by eighty three inch (40" x 83") door secured with one half inch (1/2") four (4) ply plywood, one (1) forty eight inch by fifty five inch (48" x 55") window boarded with one half inch (1/2") four (4) ply plywood and one (1) forty eight inch by fifty two inch (48" x 52") window boarded with one half inch (1/2") four (4) ply plywood, located at 146 Friends Lane, Westbury;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$253.51, the cost associated with the emergency services provided at 146 Friends Lane, Westbury, 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 \$503.51 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 #

17

Case #

6542

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, DETERMINED TO BE UNFIT FOR HUMAN OCCUPANCY, LOCATED ON THE NORTH SIDE OF MAPLE STREET, 224 FEET EAST OF KENT PLACE. SEC 35, BLOCK 647, AND LOT (S) 16, A/K/A 611 MAPLE STREET, WEST HEMPSTEAD, 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 611 Maple Street, West Hempstead, Town of Hempstead, New York; and

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

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

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

WHEREAS, the services of 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 March 16, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to have one (1) thirty nine inch by eighty one inch (39" x 81") door secured with one half inch (1/2") four (4) ply plywood, one (1) thirty three inch by eighty three inch (33" x 83") door secured with one half inch (1/2") four (4) ply plywood, two (2) forty inch by forty inch (40" x 40") windows boarded with one half inch (1/2") four (4) ply plywood, two (2) twenty six inch by forty inch (26" x 40") windows boarded with one half inch (1/2") four (4) ply plywood, three (3) forty inch by forty four inch (40" x 44") windows boarded with one half inch (1/2") four (4) ply plywood, one (1) forty four inch by sixty inch (44" x 60") window boarded with one half inch (1/2") four (4) ply plywood, one (1) forty two inch by sixty inch (42" x 60") window boarded with one half inch (1/2") four (4) ply plywood, two (2) twenty six inch by forty eight inch (26" x 48") windows boarded with one half inch (1/2") four (4) ply plywood, one (1) forty eight inch by fifty eight inch (48" x 58") window boarded with one half inch (1/2") four (4) ply plywood, nine (9) seventeen inch by thirty three inch (17" x 33") windows boarded with one half inch (1/2") four (4) ply plywood, one (1) eight foot by nine foot (8' x 9') 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 and install one (1) lock and hasp, located at 611 Maple Street, West Hempstead;

WHEREAS, on March 21, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to have one (1) seventeen inch by thirty three inch (17" x 33") window boarded with one half inch (1/2") four (4) ply plywood, located at 611 Maple Street, West Hempstead;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$1,203.09, the cost associated with the emergency services provided at 611 Maple Street, West Hempstead, 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 \$1,453.09 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 # 17

Case # 6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING SPECIAL ASSESSMENT FOR PROFESSIONAL SERVICES RENDERED IN REGARD TO AN UNSAFE DETACHED GARAGE, LOCATED ON THE WEST SIDE OF CHESTNUT STREET, 50 FEET NORTH OF HARVARD AVENUE. SEC 54, BLOCK 7, AND LOT(S) 72, A/K/A 2058 CHESTNUT STREET, 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 unsafe structure located at 2058 Chestnut Street, Baldwin, Town of Hempstead, New York; and

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

WHEREAS, the services of Cashin Associates, P.C., 1200 Veterans Memorial Highway, #200, Hauppauge, New York, providing architectural and engineering work in connection with Chapter 90, as authorized by the Commissioner of the Department of Buildings, were approved by the Town Board under Resolution Number 456-2017; and

WHEREAS, the Commissioner of the Department of Buildings directed the firm to provide professional architectural and engineering services for a site survey and report, regarding 2058 Chestnut Street, Baldwin; and

WHEREAS, on March 20, 2018, Cashin Associates, P.C., performed verbal testimony at the Town Board Hearing with regard to the Chapter 90 report and has submitted a bill for services rendered, in the amount of \$300.00; and

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$300.00, the cost associated with such services provided regarding 2058 Chestnut Street, 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 \$550.00 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 #

18

Case #

6542



Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING SPECIAL ASSESSMENT FOR PROFESSIONAL SERVICES RENDERED IN REGARD TO AN UNSAFE ONE STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, LOCATED ON THE NORTH SIDE OF ARTHUR STREET, 158 FEET WEST OF MADISON STREET. SEC 54, BLOCK 434, AND LOT(S) 89-90, A/K/A 663 ARTHUR STREET, 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 unsafe structure located at 663 Arthur Street, Baldwin, Town of Hempstead, New York; and

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

WHEREAS, the services of Cashin Associates, P.C., 1200 Veterans Memorial Highway, #200, Hauppauge, New York, providing architectural and engineering work in connection with Chapter 90, as authorized by the Commissioner of the Department of Buildings, were approved by the Town Board under Resolution Number 456-2017; and

WHEREAS, the Commissioner of the Department of Buildings directed the firm to provide professional architectural and engineering services for a site survey and report, regarding 663 Arthur Street, Baldwin; and

WHEREAS, on February 16, 2018, Cashin Associates, P.C., performed the surveying, architectural and engineering services directed by the Commissioner of the Department of Buildings and has submitted a bill for services rendered, in the amount of \$1,137.50; and

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$1,137.50, the cost associated with such services provided regarding 663 Arthur Street, 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 \$1,387.50 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 18

Case # 6542



Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING SPECIAL ASSESSMENT FOR PROFESSIONAL SERVICES RENDERED IN REGARD TO AN UNSAFE TWO STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED TWO CAR GARAGE, LOCATED ON THE EAST SIDE OF EASTERN PARKWAY, 43 FEET NORTH OF WASHINGTON PLACE. SEC 54, BLOCK 360, AND LOT(S) 1195, A/K/A 3103 EASTERN PARKWAY, 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 unsafe structure located at 3103 Eastern Parkway, Baldwin, Town of Hempstead, New York; and

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

WHEREAS, the services of Cashin Associates, P.C., 1200 Veterans Memorial Highway, #200, Hauppauge, New York, providing architectural and engineering work in connection with Chapter 90, as authorized by the Commissioner of the Department of Buildings, were approved by the Town Board under Resolution Number 456-2017; and

WHEREAS, the Commissioner of the Department of Buildings directed the firm to provide professional architectural and engineering services for a site survey and report, regarding 3103 Eastern Parkway, Baldwin; and

WHEREAS, on March 1, 2018, Cashin Associates, P.C., performed the surveying, architectural and engineering services directed by the Commissioner of the Department of Buildings and has submitted a bill for services rendered, in the amount of \$1,137.50; and

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$1,137.50, the cost associated with such services provided regarding 3103 Eastern Parkway, 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 \$1,387.50 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 18

Case # 6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING SPECIAL ASSESSMENT FOR PROFESSIONAL SERVICES RENDERED IN REGARD TO AN UNSAFE ONE AND ONE HALF STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, LOCATED ON THE EAST SIDE OF FIELDMERE STREET, 897 FEET SOUTH OF HEMPSTEAD TURNPIKE. SEC 32, BLOCK 406, AND LOT(S) 442, A/K/A 118 FIELDMERE STREET, 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 unsafe structure located at 118 Fieldmere Street, Elmont, Town of Hempstead, New York; and

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

WHEREAS, the services of Cashin Associates, P.C., 1200 Veterans Memorial Highway, #200, Hauppauge, New York, providing architectural and engineering work in connection with Chapter 90, as authorized by the Commissioner of the Department of Buildings, were approved by the Town Board under Resolution Number 456-2017; and

WHEREAS, the Commissioner of the Department of Buildings directed the firm to provide professional architectural and engineering services for a site survey and report, regarding 118 Fieldmere Street, Elmont; and

WHEREAS, on January 23, 2018, Cashin Associates, P.C., performed verbal testimony at the Town Board Hearing with regard to the Chapter 90 report and has submitted a bill for services rendered, in the amount of \$600.00; and

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$600.00, the cost associated with such services provided regarding 118 Fieldmere Street, 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 \$850.00 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 # 18  
Case # 6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING SPECIAL ASSESSMENT FOR PROFESSIONAL SERVICES RENDERED IN REGARD TO AN UNSAFE ONE AND ONE HALF STORY WOOD FRAME ONE FAMILY DWELLING WITH ATTACHED GARAGE, LOCATED ON THE SOUTHWEST CORNER OF BITTERSWEET LANE AND HICKORY LANE. SEC 45, BLOCK 169, AND LOT(S) 19, A/K/A 14 BITTERSWEET LANE, LEVITTOWN, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the unsafe structure located at 14 Bittersweet Lane, Levittown, Town of Hempstead, New York; and

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

WHEREAS, the services of Cashin Associates, P.C., 1200 Veterans Memorial Highway, #200, Hauppauge, New York, providing architectural and engineering work in connection with Chapter 90, as authorized by the Commissioner of the Department of Buildings, were approved by the Town Board under Resolution Number 456-2017; and

WHEREAS, the Commissioner of the Department of Buildings directed the firm to provide professional architectural and engineering services for a site survey and report, regarding 14 Bittersweet Lane, Levittown; and

WHEREAS, on February 20, 2018, Cashin Associates, P.C., performed verbal testimony at the Town Board Hearing with regard to the Chapter 90 report and has submitted a bill for services rendered, in the amount of \$300.00; and

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$300.00, the cost associated with such services provided regarding 14 Bittersweet Lane, Levittown, 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 \$550.00 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 #

18

6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING SPECIAL ASSESSMENT FOR PROFESSIONAL SERVICES RENDERED IN REGARD TO THE DEMOLITION AND REMOVAL OF AN UNSAFE TWO STORY WOOD FRAME ONE FAMILY DWELLING WITH ATTACHED GARAGE, LOCATED ON THE NORTHWEST CORNER OF HEWLETT AVENUE AND KIRKWOOD AVENUE. SEC 56, BLOCK 175, AND LOT (S) 133, A/K/A 2370 HEWLETT 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 unsafe structures located 2370 Hewlett Avenue, Merrick, Town of Hempstead, New York; and

WHEREAS, pursuant to Chapter 90 of the code, the Town Board authorized the demolition and removal of said structures under Town Board Resolution No. 1443-2017 adopted November 14, 2017; and

WHEREAS, the services of Unitech Services Group, Inc at 241-4 North Fehr Way in Bay Shore, New York, 11706, 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 897-2015; and

WHEREAS, the Commissioner of the Department of Buildings directed Unitech Services Group, Inc. to perform an asbestos abatement on the unsafe structure, located at 2370 Hewlett Avenue, Merrick; and

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$10,320.00, the cost associated with the emergency services provided at 2370 Hewlett 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 \$10,570.00 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 #

18

Case #

6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING SPECIAL ASSESSMENT IN RELATION TO THE DEMOLITION AND REMOVAL OF A TWO STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED ONE STORY ACCESSORY STRUCTURE, AND REMOVAL OF ALL LITTER AND DEBRIS FROM SAID PREMISE LOCATED ON THE EAST SIDE OF PROSPECT STREET, 360 FEET SOUTH OF FREDERICK AVENUE. SEC 55, BLOCK 292, AND LOT (S) 587-589, A/K/A 62 PROSPECT 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 demolish and remove the unsafe structure located at 62 Prospect Street, Roosevelt, Town of Hempstead, New York; and

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

WHEREAS, the Commissioner of the Department of Buildings deemed the unsafe 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 L and G Ruggiero Inc. at 702 Cord Avenue, Lindenhurst, New York, 11757, 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 182-2015; and

WHEREAS, the Commissioner of the Department of Buildings directed L and G Ruggiero, Inc. to demolish and remove an unsafe two story wood frame one family dwelling with detached one story accessory structure, located at 62 Prospect Street, Roosevelt; and

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$65,232.00, the cost associated with the emergency services provided at 62 Prospect 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 \$65,482.00 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 # 18

Case # 0542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING SPECIAL ASSESSMENT FOR PROFESSIONAL SERVICES RENDERED IN REGARD TO AN UNSAFE ONE AND ONE HALF STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE AND INGROUND SWIMMING POOL, LOCATED ON THE NORTH SIDE OF WEST FULTON AVENUE, 186 FEET WEST OF NASSAU ROAD. SEC 55, BLOCK 413, AND LOT(S) 177, A/K/A 26 WEST FULTON 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 unsafe structure located at 26 West Fulton Avenue, Roosevelt, Town of Hempstead, New York; and

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

WHEREAS, the services of Cashin Associates, P.C., 1200 Veterans Memorial Highway, #200, Hauppauge, New York, providing architectural and engineering work in connection with Chapter 90, as authorized by the Commissioner of the Department of Buildings, were approved by the Town Board under Resolution Number 456-2017; and

WHEREAS, the Commissioner of the Department of Buildings directed the firm to provide professional architectural and engineering services for a site survey and report, regarding 26 West Fulton Avenue, Roosevelt; and

WHEREAS, on February 20, 2018, Cashin Associates, P.C., performed verbal testimony at the Town Board Hearing with regard to the Chapter 90 report and has submitted a bill for services rendered, in the amount of \$300.00; and

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$300.00, the cost associated with such services provided regarding 26 West Fulton 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 \$550.00 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 # 18

Case # 6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING SPECIAL ASSESSMENT FOR PROFESSIONAL SERVICES RENDERED IN REGARD TO AN TWO STORY WOOD FRAME ONE FAMILY DWELLING WITH TWO CAR DETACHED GARAGE, LOCATED ON THE EAST SIDE OF UNIONDALE AVENUE, 50 FEET SOUTH OF JAFFA AVENUE. SEC 50, BLOCK 307, AND LOT(S) 153, A/K/A 615 UNIONDALE AVENUE, UNIONDALE, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the unsafe structure located at 615 Uniondale Avenue, Uniondale, Town of Hempstead, New York; and

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

WHEREAS, the services of Cashin Associates, P.C., 1200 Veterans Memorial Highway, #200, Hauppauge, New York, providing architectural and engineering work in connection with Chapter 90, as authorized by the Commissioner of the Department of Buildings, were approved by the Town Board under Resolution Number 456-2017; and

WHEREAS, the Commissioner of the Department of Buildings directed the firm to provide professional architectural and engineering services for a site survey and report, regarding 615 Uniondale Avenue, Uniondale; and

WHEREAS, on March 20, 2018, Cashin Associates, P.C., performed verbal testimony at the Town Board Hearing with regard to the Chapter 90 report and has submitted a bill for services rendered, in the amount of \$300.00; and

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$300.00, the cost associated with such services provided regarding 615 Uniondale Avenue, Uniondale, New York.

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this Resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$550.00 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 # 18

Case # 6542

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING SPECIAL ASSESSMENT FOR PROFESSIONAL SERVICES RENDERED IN REGARD TO AN UNSAFE ONE STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, LOCATED ON THE WEST SIDE OF DITMAS AVENUE, 65 FEET SOUTH OF COLERIDGE ROAD. SEC 50, BLOCK 452, AND LOT(S) 3, A/K/A 926 DITMAS AVENUE, UNIONDALE, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the unsafe structure located at 926 Ditmas Avenue, Uniondale, Town of Hempstead, New York; and

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

WHEREAS, the services of Cashin Associates, P.C.; 1200 Veterans Memorial Highway, #200, Hauppauge, New York, providing architectural and engineering work in connection with Chapter 90, as authorized by the Commissioner of the Department of Buildings, were approved by the Town Board under Resolution Number 456-2017; and

WHEREAS, the Commissioner of the Department of Buildings directed the firm to provide professional architectural and engineering services for a site survey and report, regarding 926 Ditmas Avenue, Uniondale; and

WHEREAS, on March 1, 2018, Cashin Associates, P.C., performed the surveying, architectural and engineering services directed by the Commissioner of the Department of Buildings and has submitted a bill for services rendered, in the amount of \$1,137.50; and

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$1,137.50, the cost associated with such services provided regarding 926 Ditmas Avenue, Uniondale, New York.

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this Resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$1,387.50 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 18

Case # 6542



CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING SPECIAL ASSESSMENT FOR PROFESSIONAL SERVICES RENDERED IN REGARD TO AN UNSAFE ONE AND ONE HALF STORY WOOD FRAME ONE FAMILY DWELLING WITH ATTACHED GARAGE, LOCATED ON THE SOUTHEAST CORNER OF JACKSON AVENUE AND FIR STREET. SEC 57, BLOCK 126, AND LOT(S) 661, A/K/A 3354 JACKSON AVENUE, WANTAGH, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the unsafe structure located at 3354 Jackson Avenue, Wantagh, Town of Hempstead, New York; and

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

WHEREAS, the services of Cashin Associates, P.C., 1200 Veterans Memorial Highway, #200, Hauppauge, New York, providing architectural and engineering work in connection with Chapter 90, as authorized by the Commissioner of the Department of Buildings, were approved by the Town Board under Resolution Number 456-2017; and

WHEREAS, the Commissioner of the Department of Buildings directed the firm to provide professional architectural and engineering services for a site survey and report, regarding 3354 Jackson Avenue, Wantagh; and

WHEREAS, on February 20, 2018, Cashin Associates, P.C., performed verbal testimony at the Town Board Hearing with regard to the Chapter 90 report and has submitted a bill for services rendered, in the amount of \$300.00; and

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$300.00, the cost associated with such services provided regarding 3354 Jackson Avenue, Wantagh, 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 \$550.00 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 # 18

Case # 6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING SPECIAL ASSESSMENT FOR PROFESSIONAL SERVICES RENDERED IN REGARD TO AN UNSAFE ONE AND ONE HALF STORY WOOD FRAME ONE FAMILY DWELLING WITH ATTACHED GARAGE, LOCATED ON THE SOUTH SIDE OF WILLOW STREET, 134 FEET WEST OF JOAN COURT. SEC 35, BLOCK 402, AND LOT(S) 212, A/K/A 528 WILLOW STREET, WEST HEMPSTEAD, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the unsafe structure located at 528 Willow Street, West Hempstead, Town of Hempstead, New York; and

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

WHEREAS, the services of Cashin Associates, P.C., 1200 Veterans Memorial Highway, #200, Hauppauge, New York, providing architectural and engineering work in connection with Chapter 90, as authorized by the Commissioner of the Department of Buildings, were approved by the Town Board under Resolution Number 456-2017; and

WHEREAS, the Commissioner of the Department of Buildings directed the firm to provide professional architectural and engineering services for a site survey and report, regarding 528 Willow Street, West Hempstead; and

WHEREAS, on March 20, 2018, Cashin Associates, P.C., performed verbal testimony at the Town Board Hearing with regard to the Chapter 90 report and has submitted a bill for services rendered, in the amount of \$300.00; and

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$300.00, the cost associated with such services provided regarding 528 Willow Street, West Hempstead, 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 \$550.00 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 # 18

Case # 6542

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION NULLIFYING THE BID WINNER OF FORMAL BID NO. 12-2017 UNDER TOWN BOARD RESOLUTION 931-2017 AND ACCEPTING THE NEXT LOWEST BIDDER FOR THE DEMOLITION AND REMOVAL OF A ONE AND ONE HALF STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE AND REMOVAL OF ALL LITTER AND DEBRIS FROM PREMISES, SAID PREMISES IS LOCATED ON THE WEST SIDE OF CAMERON STREET, 302 FEET SOUTH OF E STREET, SECTION 32, BLOCK 546 AND LOT (S) 119, A/K/A 544 CAMERON STREET, ELMONT, TOWN OF HEMPSTEAD, NEW YORK.

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 structures at 544 Cameron Street, Elmont, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures"; and

WHEREAS, bids were received on May 18, 2017, and referred to the Building Department for review:

WHEREAS, EDC Concrete Rebar, Inc. of 15 West Cross Street, #5, Hawthorne, New York 10532 was selected as low bidder and awarded said contract pursuant to Town Board Resolution 931-2017; and

WHEREAS, EDC Concrete Rebar, Inc., has declined to perform said project and has formally withdrawn his bid in the amount of \$21,450.00; and

WHEREAS, ABS Contracting NY Corp. of 130-29 129<sup>th</sup> Street, Queens, New York 10532 was selected as low bidder and awarded said contract pursuant to Town Board Resolution 194-2018; and

WHEREAS, ABS Contracting NY Corp., has declined to perform said project and has formally withdrawn his bid in the amount of \$25,780.00; and

WHEREAS, the Commissioner of the Building Department recommends to cancel said contract and by resolution award to the next lowest bidder,

WHEREAS, the next lowest bidder is B & A Commercial Inc., PO Box 512, Oceanside, New York 11572,

<u>No.</u>	<u>Name and Address of Bidder</u>	<u>Bid Proposal Amount</u>
3.	B & A Commercial Inc. PO Box 512 Oceanside, New York 11572	\$58,066.00

NOW THEREFORE, BE IT

RESOLVED, that the Bid awarded to ABS Contracting NY Corp., in response to Formal Bid #12-2017 for the demolition and removal of the one and one half story wood frame one family dwelling with detached garage and removal of all litter and debris from premises, located on the West side of Cameron Street, 302 feet South of E Street, Sec. 32, Block 546 and Lot(s) 119, A/K/A 544 Cameron Street, Elmont, Town of Hempstead, is hereby declared null and void; and

BE IT FURTHER RESOLVED, that the contract be awarded to the next lowest bidder B & A Commercial Inc., in the amount of \$58,066.00 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:

NOES:

Item #

19

Case #

6542

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING A CHANGE IN THE SCOPE OF WORK AUTHORIZED UNDER PURCHASE ORDER #109290

WHEREAS, Purchase Order #109290, dated September 14, 2017 was issued to Capital Tire of Lynbrook ("Capital") pursuant to Formal Bid #15-2015 in the amount of \$36,082.50; and

WHEREAS, the purpose of said Purchase Order was to retread, refill and repressurize heavy duty tires; and

WHEREAS, said tires were examined and certain tires could not be retread without the purchase of new casings and one additional retread; and

WHEREAS, said casings were purchased under Invoice Number 089047 for \$3,499.50; and

WHEREAS, said additional retread was purchased under Invoice Number 089046B for \$4,470.00; and

WHEREAS, certain work included in Purchase Order #109290 was not performed by Capital, reducing the amount due and payable under said Purchase Order to \$19,147.50, which amount was paid by the Comptroller; and

WHEREAS, the Town Board deems it be in the best interests of the Town of Hempstead that Purchase Order #109290 be amended to reflect the change in the scope of work under Invoice Number 089047 and Invoice Number 089046B and that the sum of \$7,469.50 be paid to Capital Tire of Lynbrook for services rendered under the aforementioned invoices.

NOW, THEREFORE, BE IT

RESOLVED, that the actions of the Department are hereby ratified and confirmed; and be it further

RESOLVED, that the Town Board hereby authorizes payment to be made to Capital Tire of Lynbrook, 285 Sunrise Highway, Lynbrook, New York 11563 for sum of the Seven Thousand Four Hundred and Sixty-Nine Dollars and Fifty Cents (\$7,469.50); and be it further

RESOLVED, that the Comptroller is hereby authorized and directed to make payment out of the Operating Fund Machinery Repairs Account No. 300-006-8110-4550.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

20

Case #

9177

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE ACCEPTANCE OF THE PROPOSAL OF AIREACTOR, INC. FOR THE SERVICE AND MAINTENANCE OF AN ODOR CONTROL SYSTEM FOR THE DEPARTMENT OF SANITATION

WHEREAS, the Department of Sanitation operates and maintains an odor control system at the Oceanside Transfer Facility; and

WHEREAS, said system requires maintenance, chemical replacement, upgrades, changes and modifications from time to time; and

WHEREAS, said odor control system was developed and installed by Aireactor, Inc., 5 Railroad Place, Maspeth, New York 11378; and

WHEREAS, Aireactor, Inc. is uniquely qualified to perform such maintenance and upgrades as necessary and has submitted a proposal delineating the same; and

WHEREAS, the Commissioner of Sanitation has recommended that this proposal be accepted; and

WHEREAS, upon recommendation of the Commissioner of Sanitation the Town Board deems it to be in the public interest to accept his proposal.

NOW, THEREFORE, BE IT

RESOLVED, that the service proposal offered by Aireactor, Inc., 5 Railroad Place, Maspeth, New York 11378 for the period June 1, 2018 to May 31, 2020 be accepted; and

BE IT FURTHER

RESOLVED, that the Comptroller is authorized and directed to pay the amount of Nine Thousand Eight Hundred and Eight Dollars (\$9,808.00) for the service year June 1, 2018 to May 31, 2019 and the amount of Nine Thousand Eight Hundred and Eight Dollars (\$9,808.00) for the service year June 1, 2019 to May 31, 2020 out of Refuse Disposal District Fees & Service Account #301-006-0301-4151.

The foregoing was adopted upon roll call as follows:

AYES: ( )

NOES: ( )

\* \* \* \* \*

Item #

21

Case #

9177

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution

And moved its adoption:

**RESOLUTION REJECTING BID AND AUTHORIZING  
RE-BID FOR THE DOG RUN AWNING INSTALLATION  
FOR THE TOWN OF HEMPSTEAD ANIMAL SHELTER,  
WANTAGH, NEW YORK PW #1-18**

WHEREAS, the Commissioner of General Services (the "Commissioner") advertised for bids for the dog run awning installation for the Town of Hempstead Animal Shelter, Wantagh, New York PW #1-18(the "Project"); and

WHEREAS, the sole bid submitted pursuant to such advertisement was opened and read in the Commissioner's office on April 20, 2018:

Mineola Signs/ Great Neck Signs  
332 Sagamore Avenue  
Mineola, New York 11501                      \$166,112.00

WHEREAS, the bid submitted by Mineola Signs/Great Neck Signs exceeded the engineer's estimate of \$100,000.00; and

WHEREAS, the Commissioner recommends to this Town Board that the above single bid be rejected and that the Project be re-bid.

NOW, THEREFORE, BE IT

RESOLVED, that the above listed bid and the same hereby is rejected and that the Department of General Services be and hereby is authorized to rebid the proposed Project.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

22

Case #

14759

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE AWARD OF A PURCHASE CONTRACT #13A-2018 FOR THE YEARLY REQUIREMENTS FOR SALE OF SCRAP METAL

WHEREAS, the Director of Purchasing (the "Director"), on behalf of the Commissioner of Sanitation (the "Commissioner"), solicited bids for the Yearly Requirements for the sale of scrap metal as set forth in Purchase Contract #13A-2018 (the "Contract"); and

WHEREAS, the following bids were received and opened in the Director's office on February 7, 2018:

- (A) NJC Scrap Metal Recycling Inc.  
63 Sewell Street  
Hempstead, N.Y. 11550

	DESCRIPTION	UNITS	PERCENTAGE
		PRICE	
1	SCRAP METAL PICKED UP AT TOWN'S TRANSFER STATIONS IN MERRICK OR OCEANSIDE	TON	58%
2A	SCRAP METAL DELIVERED TO VENDORS FACILITY	TON	58%
	<i>(FACILITY LOCATED IN THE TOWN OF HEMPSTEAD TO BE CONSIDERED)</i>		<i>(63 Sewell Street, Hempstead, NY)</i>
2B	SCRAP METAL DELIVERED TO VENDORS FACILITY	TON	N/A
	<i>(FACILITY LOCATED OUTSIDE THE TOWN OF HEMPSTEAD BOUNDARY)</i>		
3A	FREON UNITS PICKED UP AT TOWN'S TRANSFER STATIONS IN MERRICK OR OCEANSIDE	TON	10%
	<i>(UNITS WILL STILL CONTAIN FREON)</i>		
3AX	FREON UNITS PICKED UP AT TOWN'S TRANSFER STATIONS IN MERRICK OR OCEANSIDE	TON	58%
	<i>(FREON WILL BE REMOVED FROM ALL UNITS)</i>		
3B	FREON UNITS DELIVERED TO VENDORS FACILITY	TON	10%
	<i>(FACILITY LOCATED IN THE TOWN OF HEMPSTEAD TO BE CONSIDERED)</i>		<i>(68 Sewell Street, Hempstead, NY)</i>
	<i>(UNITS WILL STILL CONTAIN FREON)</i>		
3BX	FREON UNITS DELIVERED TO VENDORS FACILITY	TON	58%

Item # 23

Case # 0527

	<b>(FACILITY LOCATED IN THE TOWN OF HEMPSTEAD TO BE CONSIDERED)</b>		<b>(68 Sewell Street, Hempstead, NY)</b>
	<b>(FREON WILL BE REMOVED FROM ALL UNITS)</b>		
4A	SEPARATED SCRAP COPPER UP AT TOWN'S TRANSFER STATIONS IN MERRICK OR OCEANSIDE	TON	890%
4B	SEPARATED SCRAP BRASS UP AT TOWN'S TRANSFER STATIONS IN MERRICK OR OCEANSIDE	TON	780%
4C	SEPARATED SCRAP COPPER TUBING WITH ALUMINUM FINS UP AT TOWN'S TRANSFER STATIONS IN MERRICK OR OCEANSIDE	TON	560%
4D	SEPARATED COMPRESSORS FROM AIR-CONDITIONING UNITS AT TOWN'S TRANSFER STATIONS IN MERRICK OR OCEANSIDE *	TON	\$120
	<b>*item 4D is a unit price</b>		

(B) Gershow Recycling  
71 Peconic Avenue  
Medford, N.Y. 11763

	DESCRIPTION	UNITS	PERCENTAGE
		PRICE	
1	SCRAP METAL PICKED UP AT TOWN'S TRANSFER STATIONS IN MERRICK OR OCEANSIDE	TON	60%
2A	SCRAP METAL DELIVERED TO VENDORS FACILITY	TON	60%
	<b>(FACILITY LOCATED IN THE TOWN OF HEMPSTEAD TO BE CONSIDERED)</b>		<b>(149 Hanse Ave., Freeport, NY)</b>
2B	SCRAP METAL DELIVERED TO VENDORS FACILITY	TON	75%
	<b>(FACILITY LOCATED OUTSIDE THE TOWN OF HEMPSTEAD BOUNDARY)</b>		<b>71 Peconic Ave., Medford, NY</b>
3A	FREON UNITS PICKED UP AT TOWN'S TRANSFER STATIONS IN MERRICK OR OCEANSIDE	TON	10%
	<b>(UNITS WILL STILL CONTAIN FREON)</b>		
3AX	FREON UNITS PICKED UP AT TOWN'S TRANSFER STATIONS IN MERRICK OR OCEANSIDE	TON	60%
	<b>(FREON WILL BE REMOVED FROM ALL UNITS)</b>		
3B	FREON UNITS DELIVERED TO VENDORS FACILITY	TON	10%
	<b>(FACILITY LOCATED IN THE TOWN OF HEMPSTEAD TO BE CONSIDERED)</b>		<b>(149 Hanse Ave., Freeport, NY)</b>
	<b>(UNITS WILL STILL CONTAIN FREON)</b>		



3BX	FREON UNITS DELIVERED TO VENDORS FACILITY	TON	60%
	<i>(FACILITY LOCATED IN THE TOWN OF HEMSPTEAD TO BE CONSIDERED)</i>		<i>(149 Hanse Ave., Freeport, NY)</i>
	<i>(FREON WILL BE REMOVED FROM ALL UNITS)</i>		
4A	SEPARATED SCRAP COPPER UP AT TOWN'S TRANSFER STATIONS IN MERRICK OR OCEANSIDE	TON	888.88%
4B	SEPARATED SCRAP BRASS UP AT TOWN'S TRANSFER STATIONS IN MERRICK OR OCEANSIDE	TON	777.77%
4C	SEPARATED SCRAP COPPER TUBING WITH ALUMINUM FINS UP AT TOWN'S TRANSFER STATIONS IN MERRICK OR OCEANSIDE	TON	555.55%
4D	SEPARATED COMPRESSORS FROM AIR-CONDITIONING UNITS AT TOWN'S TRANSFER * STATIONS IN MERRICK OR OCEANSIDE	TON	\$ 115.00
	*item 4D is a unit price		

; and

WHEREAS, after a review of the bids, the Commissioner recommends that the Contract be severed into two parts; and

WHEREAS, the Commissioner further recommends that the portion of the Contract covering Items 4A, 4B, 4C and 4D as set forth above, be awarded to NJC Scrap Metal Recycling, Inc., 63 Sewell Street, Hempstead, New York 11550 ("NJC"); and that portion of the Contract covering Items 1, 2A, 2B, 3A, 3AX, 3B and 3BX as set forth above, be awarded to Gershow Recycling, 71 Peconic Avenue, Medford, New York 11763 ("GERSHOW"); and

WHEREAS, consistent with the Commissioner's recommendations, the Town Board finds it to be in the best interest of the Town to award that portion of the Contract covering Items 4A, 4B, 4C and 4D to NJC; and

WHEREAS, consistent with the Commissioner's recommendations, the Town Board finds it to be in the best interest of the Town to award that portion of the Contract covering Items 1, 2A, 2B, 3A, 3AX, 3B and 3BX to GERSHOW; and

NOW, THEREFORE, BE IT

RESOLVED, that the Commissioner be and is hereby authorized by the Town Board to award that portion of Purchase Contract #13A-2018 for the Yearly Requirements for the sale of scrap metal, covered by Items 4A, 4B, 4C and 4D to NJC Scrap Metal Recycling, Inc., 63 Sewell Street, Hempstead, New York 11550, for a period of three years to begin upon award of the contract; and

BE IT FURTHER

RESOLVED, that the Commissioner be and is hereby authorized by the Town Board to award that portion of Purchase Contract #13A-2018 for the Yearly Requirements for the sale of scrap metal, covered by Items 1, 2A, 2B, 3A, 3AX, 3B and 3BX, to Gershow Recycling, 71 Peconic Avenue, Medford, New York 11763 for a period of three years to begin upon award of the contract; and

BE IT FURTHER

RESOLVED, that all monies received in connection with this contract shall be deposited by the Comptroller in Refuse Disposal District Sale of Scrap and Excess Metal Account #301-006-0301-2650.

The foregoing was adopted upon roll call as follows:

AYES: ( )

NOES: ( )

\* \* \* \* \*

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE AWARD OF PURCHASE CONTRACT #40-2018 FOR THE YEARLY REQUIREMENTS FOR: EXTERMINATING SERVICES FOR SANITATION FACILITIES

WHEREAS, the Director of Purchasing, on behalf of the Commissioner of Sanitation ("the Commissioner"), solicited bids for the Yearly Requirements For: Exterminating Services for Sanitation Facilities ("Services"); and

WHEREAS, these bids were received and opened on March 14, 2018 with the following results:

No. \_\_\_\_\_ Name and Address of Bidder \_\_\_\_\_

1. A. Expert Extermination & Termite Control Company, Inc.  
1782 Coney Island Avenue  
Brooklyn, New York 11230

ITEM NO.	BID QUANTITY	UNIT PRICE	TOTAL COST
1	36	\$ 10.00	\$ 360.00
2A	52	\$ 108.00	\$ 5,616.00
2B	52	\$ 36.00	\$ 1,872.00
2C	52	\$ 57.00	\$ 2,964.00
3A	52	\$ 89.00	\$ 4,628.00
3B	52	\$ 49.00	\$ 2,548.00
4	100	\$ 50.00	\$ 5,000.00
			<b>\$22,988.00</b>

2. Orkin, LLC  
DBA Evans Pest Control  
75 Nassau Terminal Road  
New Hyde Park, New York 11040

ITEM NO.	BID QUANTITY	UNIT PRICE	TOTAL COST
1	36	\$ 12.00	\$ 432.00
2A	52	\$ 5.25	\$ 273.00
2B	52	\$ 5.25	\$ 273.00
2C	52	\$ 5.25	\$ 273.00
3A	52	\$ 167.31	\$ 8,700.12
3B	52	\$ 77.31	\$ 4,020.12
4	100	\$ 200.00	\$ 20,000.00
			<b>\$33,971.24</b>

Item # 24

Case # 14672

3. Kane Exterminating Corp.  
 153 West Main Street  
 Kings Park, New York 11754

ITEM	BID	UNIT	TOTAL
NO.	QUANTITY	PRICE	COST
1	36	\$ 16.96	\$ 610.56
2A	52	\$ 128.00	\$ 6,656.00
2B	52	\$ 128.00	\$ 6,656.00
2C	52	\$ 128.00	\$ 6,656.00
3A	52	\$ 128.00	\$ 6,656.00
3B	52	\$ 128.00	\$ 6,656.00
4	100	\$ 48.00	\$ 4,800.00
			<b>\$ 38,690.56</b>

WHEREAS, for purposes of this bid Item No. 1 is for Furnishing and Installing Rodent Stations; Item No. 2A is for Weekly Rodent Management Service – Merrick Waste Management Facility; Item No. 2B is for Weekly Rodent Management Service –Levy Park & Preserve; Item No. 2C is for Weekly Rodent Management Service –Oceanside Waste Management Facility; Item No. 3A is for Weekly Pest Management Service –Merrick Waste Management Facility Buildings; Item No. 3B is for Weekly Pest Management Service –Oceanside Waste Management Facility Buildings and Item No. 4 is for Removal of Bee/Wasp Hives From Trees Located in the Town of Hempstead; and

WHEREAS, the initial term of the award shall be upon award for a period of one year; and

WHEREAS, the contract may be extended at the sole option of the Town for two additional years in one year increments; and

WHEREAS, the Commissioner has recommended that the contract for Services be awarded to A. Expert Extermination & Termite Control Company, Inc., 1782 Coney Island Avenue, Brooklyn, New York 11230 (“Contractor”) which represents the lowest qualified bid which meets the qualifications proposed and is acceptable as stated; and

WHEREAS, upon recommendation of the Commissioner, the Town Board deems it to be in the public interest to award the contract to the Contractor at its bid price set forth above; and

NOW THEREFORE, BE IT

RESOLVED, that the Town Board hereby awards Purchase Contract #40-2018 for the yearly requirements for: exterminating services for sanitation facilities to A. Expert Extermination & Termite Control Company, Inc., 1782 Coney Island Avenue, Brooklyn, New York 11230 ; 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 Building Maintenance Account #301-006-0301-4090.

The foregoing was adopted upon roll call as follows:

AYES: ( )

NOES: ( )

\* \* \* \* \*

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE PAYMENT BY THE TOWN OF HEMPSTEAD FOR CERTAIN PARTS OF PREMISES TO BE USED BY THE FLORAL PARK-BELLEROSE SENIOR CITIZENS TO ST.HEDWIG'S ROMAN CATHOLIC CHURCH OF FLORAL PARK, NY.

WHEREAS, Chapter 679 of the 1972 Laws of the State of New York amending Article 19-J of the Executive Law, Office for the Aging, permits municipalities to establish a recreation project for the elderly; and

WHEREAS, this Town Board deems it to be in the public interest to provide premises in Floral Park area of the Town Of Hempstead to be used for recreation purposes by the Floral Park-Bellerose Senior citizens; and

WHEREAS, St. Hedwig's Roman Catholic Church of Floral Park, has agreed to provide to the Town of Hempstead for use by the Floral Park-Bellerose Senior Citizens a portion of the premises located at the northwest corner of Jericho Turnpike and Willis Avenue, Floral Park, NY to be used on Monday and Wednesday from 9:00 a.m. to 3:30 p.m. of each and every week for the period commencing January 1, 2018 and ending December 31, 2018 for the sum of \$13,110.00 payable \$3,277.50 quarterly; and

WHEREAS, the Board deems the payment for the use of said premises to be fair and reasonable;

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor be and she hereby is authorized and directed to enter into an agreement in writing with St. Hedwig's Roman Catholic Church, 1 Depan Avenue, Floral Park, NY, County of Nassau, State of New York, wherein the Town of Hempstead will pay St. Hedwig's Roman Catholic Church for use of certain parts of premises located at the northwest corner of Jericho Turnpike and Willis Avenue, Floral Park, NY, to be used for recreational purposes by the Floral Park-Bellerose Senior Citizens on Monday and Wednesday of each and every week for a period commencing January 1, 2018 and ending December 31, 2018 from 9:00 a.m. to 3:30 p.m. for the sum of \$13,110.00 payable \$3,277.50 quarterly; and

BE IT FURTHER

RESOLVED, that said annual amount shall be paid quarterly in arrears form the Department of Senior Enrichment, Account No. 010-004-6772-4120.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

25

Case #

13561

AGREEMENT by and between ST. HEDWIG'S ROMAN CATHOLIC CHURCH AT FLORAL PARK IN THE COUNTY OF NASSAU IN THE STATE OF NEW YORK, (111635115) a religious corporation having its principal office at No. 1 Depan Avenue, Floral Park, New York hereinafter called the "Church", and the

TOWN OF HEMPSTEAD, a municipal corporation having its office in the Hempstead Town Hall, Town Hall Plaza, Main Street Hempstead, New York (hereinafter) called the "Town";

WITNESSETH:

WHEREAS, the Church is the owner of a Parish Hall which is situated at the northwest corner of Jericho Turnpike and Willis Avenue in Floral Park, NY, and

WHEREAS, the Town Of Hempstead is desirous of using said Hall for the purpose of conducting a program for senior citizen on Monday and Wednesday of each week from 9:00 a.m. to 3:30 p.m. commencing January 1, 2018, and

WHEREAS, the Church is willing and desirous of providing the necessary space in said building for such purpose;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is mutually agreed as follows:

1. The Church hereby grants permission to the Town to use the following:

- (a) auditorium on the first and second floors:
- (b) a small room on the third floor solely for the purpose of storing paper goods. This shall be an exclusive use for the entire term (not solely on Monday and Wednesday);
- (c) parking field solely for the purpose of parking motor vehicles which may be used or owned by the participants in the aforesaid program.

2. The Town represents that the aforesaid senior citizen program to be conducted by it under this permission will be duly authorized and approved by whatever public or governmental authorities have jurisdiction and shall be conducted in accordance with all laws, rules and regulations of said governmental body or authority having jurisdiction.

3. The time of the aforesaid use shall be limited to Monday and Wednesday of each and every week from 9:00 a.m. to 3:30 p.m. for the period commencing January 1, 2018, and ending December 31, 2018.

4. Either party hereto shall have the right to terminate this agreement upon ninety (90) days' written notice to the other. Such notice shall be sent by certified or registered mail and shall specify the effective termination date.

5. The Town shall not bring onto the premises any thing of object which shall be deemed hazardous or which in any way shall increase the fire insurance premium or other insurance carried by the Church or the subject premises.

6. The Town shall not place any posters, banners, signs or the like on any part of the premises without the consent and approval of the Pastor or the Church.

11 13 17 13.47 19MM 1-097 P0003/0004 F-249

7. The Town also shall be permitted to use the folding chairs and tables located on the premises upon condition that the same are returned folded to the location where such chairs were piled prior to each Monday's or Wednesday's use of the aforesaid premises.

8. The Town after each day's use of the premises shall leave the entire premises in a neat and orderly condition and broom clean.

9. The Town will take proper, good and reasonable care of all portions of the building and premises owned by the Church in connection with the aforesaid use pursuant to this agreement, and at all times will have and will provide supervision of its personnel, visitors and guests in the conduct of the aforesaid program.

10. The Church shall not be liable for any loss or damage or injury to any personal property belonging to the Town or brought onto the premises for such program or to any of the personal property of any of its personnel, agents, servants visitors, employees or senior citizens or any other person or persons while on the aforesaid premises or in any way participating in the aforesaid program whether by being a participant, guest or invitee, irrespective of the circumstances under which or the manner in which such loss, damage or injury shall have occurred.

11. The Town will not assign this agreement or underlet or underlease any part of the subject premises or any part thereof, or occupy or permit or suffer the same to be occupied for any purpose deemed extra hazardous on account of fire or other hazards.

12. The Church shall cause the snow to be removed from the sidewalk and entrance to the building in a timely manner so as not to interfere with the seniors access to the scheduled program.

13. It is expressly understood that the Town shall not possess, request or require a key to the premises upon the responsibility of opening and closing of the building each day of the permitted use.

14. The parties agree that the fair and reasonable amount necessary to cover the normal carrying, maintenance and depreciation charges of the premises being used by the Town pursuant to this agreement is the sum of \$19,000.00 for the period January 1, 2018 through December 31, 2018. The Town agrees to pay the Church \$13,110.00 annually in quarterly installments when the facility is used, upon presentation of a valid claim form. The balance of \$5,890.00 shall be paid by Floral Park in quarterly installments, upon presentation of a valid claim form.

In the event of a termination of this agreement pursuant to the provisions of paragraph "4" hereof, the final diem basis in the event that the termination occurs during any of said quarters.

15. The Church shall supply heat, water and electricity necessary for the use of the subject premises by the Town.

16. The Church shall designate which entrances shall be used by the Town to gain admittance to the subject premises.

17. The Town shall not keep, store or maintain any personal property in any part of the building, including the subject



portion except in such place or places as may be designated by the Church for such purpose, and the fact that the Church shall have designated any such place or portion shall not be construed to render the Church liable for any loss, damage or injury whatsoever of or to any property so kept, stored and maintained. It is expressly provided that the Church shall not be responsible for any damage or injury to any personal property belonging to the Town which is brought into or upon the subject premises or used in conducting the aforesaid program.

18. It is expressly understood that the Town is a self-insurer with respect to liability and property damage pursuant to the Insurance Law of the State of New York.

19. The Town and its personnel, agents, servants, visitors employees and senior citizens shall observe faithfully and comply strictly with all and any reasonable rules and regulations as the Church may from time to time establish. Notice of such rules and regulations shall be given to the Town in such manner as the Church may elect.

20. The number in attendance under the aforesaid program to be conducted by the Town shall not at any time exceed 225 in number or such lesser number as may be fixed by the Fire Marshall or other governmental agency or personnel having jurisdiction to determine number of occupants at any one given time.

21. It is expressly understood that all programs to be conducted by the Town under this permitted use shall be conducted inside the Parish Hall and no activity of any kind shall take place on the parking lot or outside of the Parish Hall.

22. It is expressly understood that the Church for its own use has complied with all governmental rules, ordinances, regulations and laws pertaining to its use of the subject premises. Should any use of such premises by the Town, require changes in order to comply with such government regulations, then and in such event the Town at its sole cost and expense will comply therewith provided the Church has first approved such change or changes. In the event that the Town fails to comply with such change or changes within a reasonable time, then in such event this agreement shall automatically terminate and the aforesaid stipend being paid hereunder shall be adjusted accordingly. In the event that the Church refuses to approve any such change or changes then this agreement shall automatically cease and terminate and again, the aforesaid stipend shall be adjusted accordingly.

23. It is expressly understood that the Town shall not do or cause any cooking to be done on the premises except the preparation of beverages. However, either hot or cold foods may be delivered to the premises for consumption of such food on the premises.

24. It is expressly understood that during the use of the aforesaid premises by the Town it shall have nonexclusive use of the bathroom facilities.

Dated: 4/4/18

Dated: \_\_\_\_\_

Dated: 4/17/2018

ST. HEDWIG'S ROMAN CATHOLIC CHURCH

By: [Signature]  
Pastor, St. Hedwig's Church

By: [Signature]  
Supervisor  
Town Of Hempstead

By: [Signature]  
Incorporated Village of Floral Park

**APPROVED**  
[Signature]  
**DIRECTOR OF PURCHASING**

**APPROVED**  
[Signature]  
Commissioner  
Dept. Senior Enrichment  
Date: \_\_\_\_\_

**APPROVED**  
By: [Signature] Date: 5/9/18  
**KEVIN R. CONROY, CPA**  
**TOWN COMPTROLLER**

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION ACCEPTING MONETARY GIFTS FROM VARIOUS INSTITUTIONS FOR SUPPORT OF SENIOR CITIZENS' PROGRAMS OF THE TOWN OF HEMPSTEAD DEPARTMENT OF SENIOR ENRICHMENT.

WHEREAS, the Town Of Hempstead provides educational, social, recreational, and cultural programs (the "Programs") to the elderly through the Department of Senior Enrichment; and

WHEREAS, various institutions have offered to make monetary gifts for the purpose of funding the programs in the amount as follows:

AETNA INC.	\$ 500.00
ALL POINTS MEDIA LLC	\$1,000.00
BETTER HOME HEALTH CARE AGENCY, INC.	\$ 500.00
BUSSANI MOBILITY TEAM NYC LLC	\$ 500.00
CLEAR CAPTIONS, LLC	\$ 500.00
EAST ROCKAWAY CENTER LLC	
DBA LYNBROOK RESTORATIVE THERAPY	\$ 100.00
LYNBROOK RESTORATIVE THERAPY AND NURSING	\$ 200.00
LYNBROOK RESTORATIVE THERAPY AND NURSING	\$ 500.00
GREGORY WARREN - LPD ENTERPRISES	
DBA ALLIED WEALTH PARTNERS	\$ 500.00
GUTTERMANS INC.	\$ 500.00
HUMANA	\$ 500.00
MML SENIOR CARE, INC.	
DBA HOME INSTEAD SENIOR CARE	\$ 500.00
PARKER JEWISH INSTITUTE	\$ 300.00
PARKER JEWISH INSTITUTE	\$ 500.00
SECOND HOME OF LONG ISLAND LLC	\$ 500.00

WHEREAS, pursuant to Section 64 (8) of the Town Law of the State of New York governing the acceptance of gifts by a town board, the Town Board deems it to be in the public interest to accept the above-mentioned gifts; and

NOW, THEREFORE, BE IT

RESOLVED that the Town board hereby gratefully accepts the gifts from various institutions for the purpose of funding the Programs; and be it further

RESOLVED, that the Comptroller be and he hereby is authorized and directed to accept funds donated by various institutions, 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 # 226  
Case # 21943

ADOPTED:

offered the following resolution and moved its adoption:

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

WHEREAS, the Department of Senior Enrichment desires to establish fees for the sale of refreshments to senior citizens participating in all Senior Citizens' Specialty Programs during the period May 31, 2018 through June 1, 2019; And

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

NOW, THEREFORE, BE IT

RESOLVED, that the fees, including applicable sales taxes, for the sale of refreshments to senior citizens participating in all Senior Citizens' Specialty Programs of the Department of Senior Enrichment, during the period May 31, 2018 through June 1, 2019 be and the same hereby is established as follows:

hot beverages	\$1.00
cold beverages	\$1.50
cakes/muffins/danish - assorted	\$2.00
bagel w/butter	\$1.00
hot dogs	\$2.00
yogurts	\$1.00
ice cream	\$3.00
fruit cup / pudding cup	\$1.00
potato chips/pretzels (bag)	\$1.00
cookies - assorted	\$1.00
rice krispy treats/granola bars	\$1.00
soft-baked pretzel	\$1.00
peanut butter & jelly sandwich	\$1.50
salad	\$2.50
salad with grilled chicken	\$3.50
grilled chicken sandwich	\$3.50
hamburger/cheeseburger	\$3.50
soup/chowder	\$3.00
weekly lunch platter w/drink	\$5.00
candies/chocolate bars/popcorn	\$2.00
ice cream / egg cream floats	\$3.00
snacks	\$1.00

and, BE IT FURTHER

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 27  
Case # 13441

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE RENEWAL OF A  
CONTRACT FOR CONSTRUCTION AND RECONSTRUCTION  
OF SIDEWALK AND COMBINATION WALK AND CURB ON  
VARIOUS STREETS IN THE UNINCORPORATED AREAS OF THE  
TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK –  
PART B (PW-28-16)

WHEREAS, the Town of Hempstead (the "Town") had contract PW-28-16 with Castle Industries Inc. in the sum of \$147,025.00 (one hundred forty-seven thousand twenty-five dollars) for the construction and reconstruction of sidewalk and combination walk and curb on various streets in the unincorporated areas of the Town (the "Contract"); and

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

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

WHEREAS, the funds have now been depleted; and

WHEREAS, the Contract by its terms is renewable for one additional year at the original contract price; and

WHEREAS, the Commissioner of Highways (the "Commissioner") has recommended that it is in the best interest of the public for the Town to exercise its right pursuant to the terms of the Contract, to renew the Contract for one additional year at the original contract price of \$147,025.00; and

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

NOW THEREFORE, BE IT,

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

RESOLVED, that the Town Board authorizes the Commissioner to execute, on behalf of the Town, a renewal of the Contract, and/or such other documents as may be required, with Castle Industries Inc., 220 Madison Avenue, Garden City Park, New York 11040 in the sum of \$147,025.00 for the construction and reconstruction of sidewalks and combination walk and curb on various streets in the unincorporated areas of the Town of Hempstead, Nassau County, New York; and be it further

RESOLVED, upon submission of the required performance bond and insurance, when approved by the Town Attorney as to form, be filed in the Office of the Town Clerk together with the Contract; and be it further

RESOLVED, that the Comptroller is authorized and directed to make payments to Castle Industries Inc. under the renewed Contract from Highway Account Sidewalk Construction 9563, 503-9563-5010 for an amount not to exceed \$147,025.00.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

28

Case #

3191

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

**RESOLUTION APPROVING A CONTRACT WITH BIG BROTHERS BIG SISTERS OF LONG ISLAND, INC., AUTHORIZING A GRANT FOR YOUTH SERVICES.**

**WHEREAS**, the Town of Hempstead (hereinafter the "Town") has entered into a comprehensive agreement with Nassau County through the Nassau County Department of Human Services (hereinafter the NCDHS), for a grant to support the Town grants made to organizations which have been qualified by the Division for Youth, and whose application has been authorized by the Town Board under Resolution No. 292-2018, adopted February 20th, 2018; and

**WHEREAS**, the BIG BROTHERS BIG SISTERS OF LONG ISLAND, INC. having its principal office at 70 Acorn Lane, Levittown, NY 11756, is one such organization qualified under the provisions of the Division for Youth, Youth Development/Delinquency Prevention Program, and said organization now makes application to the Town of Hempstead for a grant for youth services to be provided for a term commencing January 1, 2017 and terminating December 31, 2017; and

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

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the Supervisor is hereby authorized to execute a contract between the Town of Hempstead and the BIG BROTHERS BIG SISTERS OF LONG ISLAND, INC., for the provision of youth services, upon such terms, conditions and stipulations as the Supervisor may deem fit and proper, for the term commencing January 1, 2017 and terminating December 31, 2017; and

**BE IT FURTHER RESOLVED**, that the Town Board hereby directs payment to the BIG BROTHERS BIG SISTERS OF LONG ISLAND, INC., the sum of TEN THOUSAND SIX HUNDRED THREE and 00/100 (\$10,603.00) DOLLARS to be made on the presentation of a claim for actual expenditures incurred, accompanied by substantive data that will support such expenditures. Such payment to be charged against the Town of Hempstead Account No. 030-006-8020-4740/Youth Guidance; and

**BE IT FURTHER RESOLVED**, that the Commissioner of the Department of Planning and Economic Development is authorized to make claim upon the NCDHS for reimbursement of the Town's expenditure to the extent provided for by the terms of the NCDHS grant.

The foregoing resolution was adopted upon roll call as follows:

AYES: ( )  
NOES: ( )

Item #

29

Case #

13584

**CONTRACT FOR PERSONAL SERVICES**  
**By and Between**  
**TOWN OF HEMPSTEAD**  
**and**  
**BIG BROTHERS BIG SISTERS OF LONG ISLAND, INC.**

**AGREEMENT** made the \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the Town of Hempstead (hereinafter called the "Town"), a domestic municipal corporation having its principal offices at One Washington Street, Hempstead, New York, and the BIG BROTHERS BIG SISTERS OF LONG ISLAND, INC. (hereinafter called the "Center") a non-profit corporation having its principal office at 70 Acorn Lane, Levittown, NY 11756.

**WITNESSETH THAT:**

**WHEREAS**, the Town has made application to the NYS Office of Children and Family Services (hereinafter "OCFS"), for a grant to fund certain youth programs serving Town residents, said application is authorized by the Town Board under Resolution No. 292-2018, adopted February 20th, 2018; and

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

**WHEREAS**, the Center is one such organization qualified by the Division for Youth and again makes application for a grant in the sum of TEN THOUSAND SIX HUNDRED THREE and 00/100 (\$10,603.00) DOLLARS, to assist in its program for the calendar year 2017; and

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

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

1. The Center agrees to continue its operations located at 70 Acorn Lane, Levittown, NY 11756, during the term of this agreement.

2. The Center agrees that such youth program will be supervised and directed by competent adult personnel.

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

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

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

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

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

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

9. Subject to appropriations of funds by the Town Board, the Town agrees to pay the Center for the services provided by this agreement, up to the amount of TEN THOUSAND SIX HUNDRED THREE 00/100 (\$10,603.00) DOLLARS, during the fiscal year commencing January 1, 2017 and terminating December 31, 2017, payable as follows:

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

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

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

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

12. The term of this agreement shall commence January 1, 2017 and terminate the 31st day of December, 2017.

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

**TOWN OF HEMPSTEAD**

By: \_\_\_\_\_  
Laura A Gillen  
Supervisor

**BIG BROTHERS BIG SISTERS OF LI, INC.**

By: \_\_\_\_\_  
Print Name: Mark Cox  
Title: CEO

**APPROVED**

By: [Signature] Date 5/24/18  
For KEVIN R. CONROY, CPA  
TOWN COMPTROLLER

APPROVED AS TO CONTENT  
DATE 5/23/18  
Katrina R. Brn? 8  
COUNSEL TO COMMISSIONER  
DEPT. OF PLANNING & ECONOMIC DEVELOPMENT

**APPROVED**

[Signature] 5/24/18  
DIRECTOR OF PURCHASING

**APPROVED AS TO FORM**

Charles O. Heine  
SENIOR DEPUTY TOWN ATTORNEY  
DATE 5/24/18

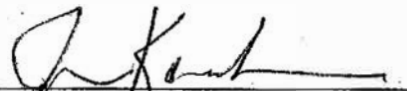
STATE OF NEW YORK )  
: ss.:  
COUNTY OF NASSAU )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me personally came LAURA A. GILLEN, to me known and known to be the Supervisor of the Town of Hempstead, Nassau County, New York and being by me duly sworn, did depose and say that she resides at 1 Washington Street, Hempstead, New York 11550; that she is the Supervisor of the Town of Hempstead, Nassau County, New York, and that she knows the corporate seal of said corporation; that the seal affixed to said agreement is such corporate seal; that it was so affixed by order of the Town Board of the Town Of Hempstead, Nassau County, New York, and that by like order she thereunto signed her name and official designation.

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

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

On this 18 day of Nov, 2018 before me personally came Mark Cox to me known, who being by me duly sworn did depose and say that (s) he resides at 70 Acorn Lane Ventham, ny; that (s)he is the Executive Director of BIG BROTHERS BIG SISTERS OF LONG ISLAND, INC., the association described in and which executed the foregoing instrument; and that it was so affixed by order of the Board of Directors of said association and that he signed his name thereto by like order.

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

JOANNE KASSEBAUM  
Notary Public, State of New York  
No. 01KA6244966  
Qualified in Nassau County  
Commission Expires July 18, 2018



CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE ATTENDANCE OF HEATHER CROSLY AT THE 2018 EXAMINING CONFLICTS IN EMPLOYMENT LAW (EXCEL) TRAINING CONFERENCE FROM JULY 10, 2018 THROUGH JULY 12, 2018.

WHEREAS, the Equal Employment Opportunity Commission is hosting its 2018 Examining Conflicts in Employment Law (EXCEL) Training Conference at the Washington Hilton, at 1919 Connecticut Avenue, N.W., Washington, D.C. 20009; and

WHEREAS, this Town Board deems it in the interest of the Town of Hempstead and the government thereof that the Town of Hempstead Equal Employment Opportunity Officer be trained at this conference;

NOW, THEREFORE, be it

RESOLVED, that the attendance of Heather Crosley is hereby authorized; and BE IT FURTHER

RESOLVED, that the registration fee of \$1500 be paid to the EEOC Training Institute.

RESOLVED, that the amount of no more than \$500 be paid to the Washington D.C. Hilton; and BE IT FURTHER

RESOLVED, that the amount of no more than \$500 be authorized for the reasonable travel costs associated with attendance to this conference; and BE IT FURTHER

RESOLVED, that these actual and the necessary expenses in the total sum of no more than \$3000 be paid pursuant to the provisions of Section 77-b of the General Municipal Law of the State of New York, be a charge against and paid out of Town Attorney Office Expenses Account No.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

30

Case #

6569

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE ATTENDANCE  
OF ALBINA KATAEVA AT THE 2018  
EMPLOYMENT DISCRIMINATION LAW &  
LITIGATION LIVE WEBCAST.-

WHEREAS, the Practicing Law Institute, a non-profit learning organization, is hosting its 2018 Employment Discrimination Law & Litigation conference and live webinar; and

WHEREAS, Deputy Town Attorney Kataeva received a seventy-five (75) percent scholarship to attend said training, leaving a balance of \$462.50.

WHEREAS, this Town Board deems it in the interest of the Town of Hempstead and the government thereof that the Town of Hempstead Deputy Town Attorney be trained at this conference;

NOW, THEREFORE, be it

RESOLVED, that the attendance of Albina Kataeva is hereby authorized; and BE IT FURTHER

RESOLVED, that the registration fee of \$462.50 be paid to the Practicing Law Institute.

RESOLVED, that these actual and the necessary expenses in the total sum of no more than \$462.50 be paid pursuant to the provisions of Section 77-b of the General Municipal Law of the State of New York, be a charge against and paid out of Town Attorney Office Fees and Services Account No. 01000114204151.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

31

Case #

6569

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING THE EXECUTION OF A MASTER SERVICES AGREEMENT WITH ADP, LLC FOR SERVICES TO BE PROVIDED IN CONNECTION WITH THE ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM BEING INSTALLED BY CHERRY ROAD TECHNOLOGIES, INC.**

**WHEREAS**, the Town of Hempstead (the "Town") plans to execute a contract with Cherry Road Technologies, Inc., 301 Gibraltar Drive, Suite 2C, Morris Plains, NJ 07950 for the implementation of a new Enterprise Resource Planning ("ERP") system (the "Cherry Road Contract"); and

**WHEREAS**, pursuant to the Cherry Road Contract, a Global Master Services Agreement (the "Agreement") is to be entered into by the Town and ADP, LLC for services related to the Cherry Road Contract; and

**WHEREAS**, the Commissioner of Information & Technology (the "Commissioner") has recommended that the Agreement with ADP, LLC be executed by the Town to facilitate the ERP pursuant to the Cherry Road Contract; and

**WHEREAS**, the Town Board has determined that it is in the best interest of the Town to execute the Agreement.

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the Town Board authorizes the Agreement with ADP, LLC, 400 W. Covina Boulevard, MS 208, San Dimas, California 91773; and be it further

**RESOLVED**, that the Town Board further authorizes the Commissioner to execute the Agreement, and/or such other documents as may be required, with ADP, LLC; and be it further

**RESOLVED**, that any fees or costs associated with the Agreement shall be paid by the Town pursuant to the terms of the Cherry Road Contract.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 32

Case # 14301

**EXHIBIT D**  
**ADP Global Master Services Agreement**



**ADP, LLC**  
**MASTER SERVICES AGREEMENT**  
 (cover page)

\_\_\_\_\_  
 (Effective Date)

**ADP, LLC:** 400 W. Covina Blvd., MS 208  
 San Dimas, CA 91773

(referred to herein as "ADP")

**CLIENT:** Town of Hempstead  
 99 Nichols Court  
 Hempstead, NY, 11550

(referred to herein as "Client")

Attention:  
 FEIN:

Client desires ADP to provide to Client the services set forth in this Agreement and ADP desires to provide such services to Client, all as provided in this Agreement.

Therefore, upon the terms and subject to the conditions set forth in this Agreement and intending to be legally bound, the parties hereto agree as follows:

ADP will provide to Client and Client will receive from ADP, all upon the terms and conditions set forth in this Agreement, the Services (as such term is defined in Annex A) specified in this Agreement. This Agreement includes the Annexes marked with an "X" below and each Amendment (as such term is defined in Annex A) attached hereto. Each Annex marked with an "X" below and each Amendment attached hereto is incorporated into this Agreement by this reference as if set forth in this Agreement in full.

- X Annex A: General Terms and Conditions
- X Annex E: ADP Employment Tax
- X Annex G: ADP Print and Online Pay Statements
- X Pricing Appendix: Service and Fee Schedule
- X Attachment 1: Payment Services
- X Attachment 2: Alliance Service Terms

IN WITNESS WHEREOF, ADP and Client have executed this Agreement to be effective as of the Effective Date set forth above.

<p>ADP, LLC</p> <p>_____          (Signature of Authorized Representative)          Julie Farraj</p> <p>_____          (Name - Please Print)          DVP/GM</p> <p>_____          (Title)          05/30/2018</p> <p>_____          (Date)</p>	<p>TOWN OF HEMPSTEAD</p> <p>_____          (Signature of Authorized Representative)</p> <p>_____          (Name - Please Print)</p> <p>_____          (Title)</p> <p>_____          (Date)</p>
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**SECTION 1 THE CLIENT GROUP.**

Town of Hempstead

**SECTION 2 ADDRESS OF ADP FOR NOTICES.**

ADP, LLC  
 400 W. Covina Blvd., MS 208  
 San Dimas, CA 91773

**SECTION 3 TERMINATION DATE.**

The termination date is that date which is the 3 year anniversary of the Effective Date.

**SECTION 4 FEE EFFECTIVENESS; FEE CHANGES.**

The fees set forth on the Pricing Appendix will remain fixed for 1 year following the Effective Date. Thereafter, ADP may modify the fees for the Services and will give Client at least 30 days prior written notice of any changes in such fees.

**SECTION 5 ADP EMPLOYMENT TAX SERVICES AND FEES.**

**EMPLOYMENT TAX SERVICES:**

<b>Processing Assumptions</b>	
ADP Employment Tax Services Company Codes .....	0
Billable Jurisdictions .....	0
Employees.....	0

**Processing**

Per ADP Employment Tax Services Company Code.....	\$50.00 per month
Per Billable Jurisdiction .....	\$25.00 per month
Per Employee.....	\$0.05 per month

Transporter interface Maintenance .....	\$250.00 per month
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**Implementation**

Set-Up Fee and ADP Transporter Interface Base Fee.....	\$7,500.00
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**Optional Items / Services**

Amended Quarterly Return .....	\$100.00 per return
Amended Annual Reconciliation Return.....	\$100.00 per return
Amended W-2 (agency filing copy) .....	\$2.50 per employee per jurisdiction
Applied for Fee .....	\$25.00 per Company Code per month
Report Reproductions .....	\$25.00 per report, plus \$1.00 per page
Hard Copy Closes and Exceptions.....	\$100.00 per occurrence
Tax Registration .....	\$150.00 per tax ID Applied for

**Tax Liability Impounding Schedule**

- All tax liabilities will be provided to ADP via reverse wire.
- Federal, state and local withholding, Social Security/Medicare (FICA) employee withholding and employer contribution, and FUTA and SUI contributions will be provided to ADP one business day prior to the associated payroll check date.
- For reverse wire clients, funds must be available by 6:00 a.m. Pacific time.

**SECTION 6 ADP PRINT AND ONLINE PAY STATEMENTS SERVICES AND FEES.**

**ADP PRINT: PRINT SERVICES AND FEES.**

The PRINT SERVICES includes the printing of checks and statements. Printed documents are sorted, organized,





stuffed in envelopes and delivered to US Postal Office, and is priced per page printed.

CHECK/VOUCHER PRINTING ..... \$0.24 per page

**ADDITIONAL FEES:**

Split Wrap ..... \$4.00 per split

All delivery charges are the responsibility of the Client during implementation and production processing. Once ADP provides the printed documents to the client's designated carrier (e.g. courier or USPS) ADP has fulfilled distribution requirements.

**IMPLEMENTATION:**

Set-Up Fee ..... \$0.00

**ADP PRINT: ELECTRONIC POSTING SERVICES AND FEES.**

The ELECTRONIC POSTING SERVICES includes the posting of payment and/or year end W2 and 1099 data via IPay to participating employees (excludes printing). All services are priced per post as stated in this section.

W2 ONLINE STATEMENTS ..... \$0.20 per post

**ADDITIONAL FEES:**

1099 Online Statements ..... \$0.20 per post

**IMPLEMENTATION:**

Set-Up Fee ..... \$0.00

**ADP PRINT: W2 YEAR-END PRINT SERVICES AND FEES.**

The W2 YEAR-END PRINT SERVICES includes the printing of W2 and 1099 (Employee copy), including CD-ROM and Envelopes. Printed documents are sorted, organized, stuffed in envelopes and delivered to US Postal Office, and is priced per page printed.

W2 YEAR-END PRINTING ..... \$1.10 per page

**ADDITIONAL FEES:**

Annual Base Fee ..... \$500.00 per processing  
 Minimum Processing ..... \$2,500.00 per file processed\*  
 \*Minimum Processing Fee is minimum fee billed when W2 Year End Print processing totals less than \$1,000 per file processed.  
 Territories Included (Guam, Puerto Rico, Virgin Islands) ..... \$500.00 minimum per file processed  
 1099's ..... \$1.10 each  
 W2 Reissue:  
 W2-Reissue ..... \$7.00 per reissue  
 Annual Base Fee ..... \$500.00  
 W2C:  
 W2C ..... \$2.50 per W2C printed  
 W2C Printing by ADP ..... \$150.00 minimum  
 Annual Base Fee ..... \$500.00

All delivery charges are the responsibility of the Client during implementation and production processing. Once ADP provides the printed documents to the client's designated carrier (e.g. courier or USPS) ADP has fulfilled distribution requirements.

**IMPLEMENTATION:**

W2: First Year Only ..... \$1,000.00  
 W2-Reissue: First Year Only ..... \$1,500.00  
 W2C Service ..... \$4,000.00 one time; then \$500.00 annually thereafter



[\*\*\*ANNEXZ2168667-001 \*16 \*088461406647656918071828964278766512767970633331\*2\*3\*\*\*]



**SECTION 7 EXPENSES.**

In addition to the fees listed in this Pricing Appendix, postage, delivery charges, other similar third party charges, and reasonable travel and out-of-pocket expenses are payable by Client.



[\*\*\*ANNEXZ2168667-001 \*16 \*088451406647656918071828864278766512767970633331\*3\*3\*\*\*]





**SECTION 1 DEFINITIONS.**

Capitalized words in this Agreement that are not otherwise defined have the meanings shown below, for both singular and plural forms. Unless otherwise specified, any reference in this Annex to a section or other subdivision is a reference to a section or subdivision of this Annex.

- 1.1 "ADP Products" means the Application Programs, tutorials and related documentation delivered to Client by ADP.
- 1.2 "Amendment" means a written supplement to this Agreement, signed by Client and ADP, describing additional Services to be provided by ADP to Client.
- 1.3 "Agreement" means this Master Services Agreement, each Annex marked on the cover page and each Amendment that supplements this Master Services Agreement, as amended from time to time.
- 1.4 "Application Programs" means the computer software programs and modules delivered to Client by ADP as part of the Services but excludes pre-packaged third party software and custom programs developed by ADP for Client.
- 1.5 "Business Day" means any day except a Saturday, a Sunday, or a Federal holiday.
- 1.6 "Client Group" means Client, Client's majority owned subsidiaries, and affiliates of Client. Affiliates are listed in Section 1 of the Pricing Appendix.
- 1.7 "Client Infringement Exclusion" means (i) any change, or enhancement in the ADP Products made by Client or any third party for the Client other than at the direction of ADP, (ii) Client's use of the ADP Products except as permitted under this Agreement or in combination with any hardware, software or other materials not expressly authorized by ADP where absent such combination the ADP Products would be non-infringing, (iii) Client's use of other than the most current release of the ADP Products that results in a claim or action for infringement that could have been avoided by use of the current release, provided that ADP has supplied Client with the most current release at no additional fee, or (iv) the provision by Client to ADP of materials, designs, know-how, software or other intellectual property with instructions to ADP to use the same in connection with the Services.
- 1.8 "Confidential Information" means all information that is confidential or proprietary provided by the disclosing party to the receiving party for use in connection with the Services or in connection with any additional services proposed to be provided by ADP, but does not include (i) information the receiving party already knows (ii) information that becomes generally available to the public except as a result of disclosure by the receiving party in violation of this Agreement, and (iii) information that becomes known to the receiving party from a source other than the disclosing party on a non-confidential basis. Confidential Information also includes the terms of this Agreement, non-public personal or financial information relating to a party's employees, customers or clients, all trade secrets, processes, proprietary data, information or documentation or any pricing or product information the disclosing party provides to the receiving party.
- 1.9 "Effective Date" means the date written in the space marked "Effective Date" on the cover page of this Agreement.
- 1.10 "Services" means the services described in each Annex, the services in each Amendment, and any other services that ADP provides to Client at Client's request.
- 1.11 "Termination Event" means with respect to any party, (i) that party becomes the subject of a proceeding under the Bankruptcy Code, (a) seeking the appointment of a trustee, receiver or custodian or (b) seeking the liquidation, winding-up, dissolution, reorganization or the like of such party, and the proceeding is not dismissed within 30 days of its commencement, or (ii) that party's Dun & Bradstreet Financial Stress Score is 4 or 5. If part (i) of this Section occurs with respect to Client, Client agrees to promptly use commercially reasonable efforts to seek court authorization to pay all post-petition fees as an administrative expense.

**SECTION 2 THE SERVICES.**

- 2.1 **Use of Services.** Client agrees to use the Services only for the internal business purposes of the Client and the Client Group and that it will be responsible for ensuring that each of the entities included in the Client Group comply with each of the provisions contained in this Agreement applicable to the Client. If interfaces to software being used by Client are to be delivered or maintained by ADP as part of the Services, then Client agrees to obtain and maintain appropriate licenses to such software and other works.
- 2.2 **Accuracy of Client Information, Review of Output.** Client is responsible for the accuracy and timely input of all information provided to ADP by Client or on Client's behalf. Client will promptly review documents and reports provided by ADP and notify ADP of any error or omission discovered by Client or any discrepancy between the information provided by ADP and Client's records, and ADP will correct such error, omission or discrepancy.
- 2.3 **Compliance with Laws.** ADP shall design the Services to assist Client in complying with federal and state legal and regulatory requirements applicable to the Services, and ADP will be solely responsible for any failure of such design. Client will be solely responsible (i) for compliance by Client with all laws and governmental regulations affecting Client's business and (ii) for using the Services in a manner to assist it in complying with same. The Services are not a substitute for the advice of an attorney and do not include any legal, regulatory, accounting or tax advice and each Client Group member will rely solely upon its own advisors with respect to any such advice. Client agrees and acknowledges that ADP is not a law firm, does not provide legal advice or representation, and that no attorney-client relationship exists or will be formed between ADP and Client.



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**2.4 Data Security.** ADP will take commercially reasonable precautions to prevent the loss of or alteration to Client's data files in ADP's possession. In addition, ADP will establish and follow security measures designed to prevent unauthorized access to Client's data files. ADP maintains appropriate security measures to protect Client's personal information consistent with applicable federal and state laws.

**2.5 Disaster Recovery.** ADP maintains a commercially reasonable disaster recovery plan ("DR Plan"), a copy of the summary of which is available to the Client upon request. ADP agrees to follow its DR Plan. ADP may amend its DR Plan at any time, provided that ADP shall not reduce its disaster recovery ability to less than the disaster recovery ability in effect pursuant to the DR Plan in existence on the Effective Date of this Agreement.

**2.6 Source Documents.** Except as otherwise set forth in this Agreement, Client will, to the extent it deems necessary, keep copies of all source documents of the information delivered to ADP or inputted by Client or on behalf of Client into the ADP system.

**2.7 Client Instructions.** Client will be responsible for the consequences of any instructions Client may give to ADP, provided that ADP has followed such instructions.

**2.8 Additional Services.** If Client requests additional services offered by ADP on a commercial basis not included in this Agreement, (i) those services will be included in an Amendment, (ii) any Services provided to Client but not included in an Amendment will be provided subject to the terms of this Agreement at ADP's then prevailing fees.

**2.9 Errors and Omissions.** Upon the request of Client, ADP will correct any error or omission made by ADP in connection with the Services at no additional charge to Client.

### SECTION 3 FEES, TAXES AND PAYMENT TERMS.

**3.1 Fees for Services.** Client agrees to pay ADP for the Services provided to any member of the Client Group at the fees shown in the Pricing Appendix.

**3.2 Changes in Scope.** The fees in the Pricing Appendix may be revised by mutual agreement (not to be unreasonably withheld) if Client's actual requirements, specifications, volumes or quantities vary materially from those communicated to ADP as of the Effective Date of this Agreement (e.g., a material change in the number of pays or the pay frequency).

**3.3 Payment Terms.** Client will pay all invoices in full within 30 days of invoice date. All amounts not paid when due are subject to a late payment charge of 1½% per month (not to exceed the maximum allowed by law) of the past due amount from the due date until the date paid. All fees are shown in U.S. Dollars and all payments will be made in U.S. Dollars. In the event that Client's Dun & Bradstreet Financial Stress Score is 4 or 5, then upon ADP's request Client will pay all invoices via direct debit of funds ("DDF"). Client will reimburse ADP for all expenses ADP may incur in collecting any amounts past due under this Agreement.

### SECTION 4 WARRANTIES; DISCLAIMER.

ADP warrants: (i) that it will perform the Services in a good, diligent and professional manner, utilizing personnel with a level of skill commensurate with the Services to be performed; and (ii) that it will comply with all applicable laws and regulations affecting the operation of ADP's business, including any applicable export restrictions and data protection laws. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ADP EXPRESSLY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, NON-INTERRUPTION OF USE, AND FREEDOM FROM PROGRAM ERRORS WITH RESPECT TO THE SERVICES, THE ADP PRODUCTS, CUSTOM PROGRAMS OR ANY THIRD-PARTY SOFTWARE DELIVERED BY ADP.

### SECTION 5 INTELLECTUAL PROPERTY.

**5.1 Ownership of Proprietary Rights.** Client owns and shall own all rights to Client's data provided to or accessed by ADP, including such Client data as processed or manipulated by ADP in connection with the Services. The ADP Products will at all times remain the exclusive, sole and absolute property of ADP or the third parties from whom ADP has obtained the right to use the ADP Products. Except for the license granted to Client in this Agreement, Client will have no interest in the ADP Products. All rights, title and interest in or to any copyright, trademark, service mark, trade secret, and other proprietary right relating to the ADP Products and the related logos, product names, etc. are reserved and all rights not expressly granted are reserved by ADP and such third parties. Client may not obscure, alter or remove any copyright, trademark, service mark or proprietary rights notices on any ADP Products, and Client will not, and will require that its vendors and subcontractors will not, copy, recompile, disassemble, reverse engineer, or make or distribute any other form of or any derivative work from, the ADP Products.

**5.2 ADP Infringement Indemnity.** Subject to Section 5.5, ADP will defend Client in any suit or cause of action, and indemnify and hold Client harmless against, and pay on behalf of Client, any damages awarded to third parties in any such suit or cause of action (including reasonable attorneys' fees awarded to such third parties and settlement amounts) alleging that the ADP Products as provided by ADP and used in accordance with the terms of this Agreement infringe upon any United States patent, copyright, trade secret, or other proprietary right of a third party, provided that, the foregoing infringement indemnity will not apply and ADP will not be liable for any damages assessed in any suit or cause of action to the extent resulting from a Client Infringement Exclusion. If any ADP Product is held or believed to infringe on any third party's intellectual property rights, ADP may, in its sole discretion, (a) modify the ADP Product to be non-infringing, (b) obtain for Client a license to continue using such ADP Product, or (c) if neither (a) nor (b) are practical, terminate this Agreement as to the infringing ADP Product and return to Client any unearned fees paid by Client to ADP in advance. This Section 5.2 states ADP's entire liability and Client's exclusive remedies for infringement of intellectual property rights of any kind.



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**5.3 Client Infringement Indemnity.** Subject to Section 5.5, Client will defend ADP in any suit or cause of action, and indemnify and hold ADP harmless against, and pay on behalf of ADP, any damages awarded to third parties in any such suit or cause of action (including reasonable attorneys' fees awarded to such third parties and settlement amounts) alleging infringement upon any United States patent, copyright, trade secret, or other proprietary right of a third party, to the extent that any such suit or cause of action results from an allegation of a Client Infringement Exclusion. This Section 5.3 states Client's entire liability and ADP's exclusive remedies for infringement arising from a Client Infringement Exclusion.

**5.4 ADP General Indemnity for Breach.** Subject to Sections 5.5 and 7, ADP will defend Client against any third party claims and will indemnify and hold Client harmless from any resulting damage awards or settlement amounts in any cause of action to the extent such cause of action results from ADP's breach of this Agreement or any negligent, fraudulent or criminal acts of ADP arising of the performance of this Agreement.

**5.5 Indemnity Conditions.** The indemnities set forth in this Agreement are conditioned upon the following: (i) the indemnitee ("the Indemnitee") promptly notifies the indemnitor ("the Indemnitor") in writing of such suit or cause of action, (ii) the Indemnitor controls any negotiations or defense and the Indemnitee assists the Indemnitor as reasonably required by the Indemnitor, and (iii) the Indemnitee takes all reasonable steps to mitigate any potential damages that may result.

**SECTION 6 GENERAL PROVISIONS.**

**6.1 Service Organization Control I Reports.** At Client's request, ADP will at no charge provide Client with copies of any routine Service Organization Control ("SOC") I reports ("SOC I Reports") which are both directly related to those Services provided hereunder for Client and already released to ADP by the public accounting firm performing the Statement on Standards for Attestation Engagements #16 review

**6.2 Employee and Plan Participant Access.** ADP may suspend or discontinue access to the Services by any of Client's employees or plan participants ("Users") if ADP reasonably believes that such User is using the Services in an inappropriate or illegal manner and will promptly advise Client of same. Client shall take all commercially reasonable actions necessary to maintain the privacy of User names and passwords for the Services.

**6.3 Nondisclosure.** All Confidential Information disclosed under this Agreement will remain the exclusive and confidential property of the disclosing party. The receiving party will not disclose the Confidential Information of the disclosing party and will use at least the same degree of care, discretion and diligence in protecting the Confidential Information of the disclosing party as it uses with respect to its own confidential information. The receiving party will limit access to Confidential Information to its employees with a need to know the Confidential Information and will instruct those employees to keep the information confidential. It is understood, however, that ADP may disclose the Client's Confidential Information on a need to know basis to its subcontractors who are performing Services, provided those subcontractors have executed confidentiality agreements and further provided that ADP shall remain liable for any unauthorized disclosure of the Client's Confidential Information by those subcontractors. Notwithstanding Section 5.1 of Annex A, ADP may use the Client's and its employees' and participants' information for purposes other than the performance of the Services but only in an aggregated, anonymized form, such that neither Client nor its employees or participants may be identified, and Client will have no ownership interest in such aggregated, anonymized data. Notwithstanding the foregoing, the receiving party may disclose Confidential Information (i) to the extent necessary to comply with any law, rule, regulation or ruling applicable to it, (ii) as appropriate to respond to any summons or subpoena or in connection with any litigation and (iii) to the extent necessary to enforce its rights under this Agreement. Upon the request of the disclosing party, the receiving party will return or destroy all Confidential Information of the disclosing party that is in its possession, provided that ADP may maintain archival copies subject to the terms of this Section 6.3.

**6.4 No Solicitation of Employees.** Neither party will recruit or solicit (other than as part of a general solicitation in newspapers, websites or similar media) the other's personnel or employees that have become known to a party as a result of the Services performed until the earlier of one year after (i) the termination of this Agreement or (ii) that person is no longer employed by the other party. The provisions of this Section 6.4 will survive the termination of this Agreement.

**6.5 U.S. Government Restricted Rights.** ADP asserts that the Services, the ADP Products and the related materials are provided with RESTRICTED RIGHTS. Use, duplication or disclosure by the Government is subject to restrictions in FAR §52.227-14, FAR §52.227-19, or DFARS §252.227-7013(c)(1)(ii), as applicable. Contractor is ADP, LLC, 5600 Windward Parkway, Alpharetta, GA 30005.

**6.6 Independent Contractors.** The performance by ADP of its duties and obligations under this Agreement will be that of an independent contractor and nothing contained in this Agreement will create or imply an agency, joint venture or partnership between ADP and Client. Neither the employees of ADP nor ADP's subcontractors will be considered employees or agents of Client. Unless expressly stated in this Agreement, none of ADP, its employees or its subcontractors may enter into contracts on behalf of, bind, or otherwise obligate Client in any manner whatsoever.

**6.7 Services and the Internet.** Data transmitted by ADP in connection with the Services through the Internet is encrypted for Client's protection. However, the security of transmissions over the Internet can never be guaranteed. ADP is not responsible for Client's access to the Internet, for any interception or interruption of any communications through the Internet, or for changes to or losses of data through the Internet. ADP may suspend Client's use of the Services via the Internet immediately, without notice, pending an investigation, if any breach of security is suspected. If Client elects ADP's "Federated Single Sign-On" service, additional mutually agreed upon terms and conditions will apply.





6.8 Use Outside the U.S. Client will use the Services and the ADP Products only in the U.S. For any agreed upon use of the Services or the ADP Products outside the U.S., Client agrees to comply with any applicable export restrictions, laws and regulations imposed from time to time by the governments of the U.S. or the other country, if any, in which the ADP Products will be used by Client.

6.9 Client Vendors. Client will at its own cost make all necessary arrangements with its third party vendors to cause such vendors to send data to and receive data from ADP as required for ADP to provide the Services. Client shall reimburse ADP for any costs ADP is required to bear in connection with or arising out of any such transmissions of data from and/or to such third party vendors.

**SECTION 7 LIMITATION OF LIABILITY.**

7.1 Restoration of Funds. If the negligent acts or omissions of ADP's officers, employees or agents result in a loss or misdirection of Client funds in the possession or control of ADP under the terms of this Agreement, ADP will restore the funds to the Client.

7.2 Mitigation of Damages. ADP and Client will each use reasonable efforts to mitigate any potential damages or other adverse consequences arising from or related to the Services.

7.3 Limit on Monetary Damages. Notwithstanding anything to the contrary contained in this Agreement, ADP's aggregate liability hereunder in any calendar year will not exceed: (i) for damages other than as a result of ADP's breach of Section 6.3 (Nondisclosure), an amount equal to twelve (12) times the average monthly fee for ongoing Services paid by Client to ADP for the affected Service during such calendar year (the "Ordinary Limit") and (ii) for damages arising from ADP's breach of Section 6.3 (Non-Disclosure), a separate amount equal to twelve (12) times the average monthly fee for ongoing Services paid by Client to ADP for the affected Service during such calendar year (the "Confidentiality Breach Limit"). For the avoidance of doubt, the foregoing creates two separate and distinct sums describing ADP's aggregate liability, the Ordinary Limit and the Confidentiality Breach Limit. The aggregate limit set forth herein shall not apply to Sections 5.2 or 7.1 of Annex A, and (if applicable) Section 4 of Annex C, Section 3 of Annex E, Section 5.10 of Annex II, or to ADP's criminal or fraudulent misconduct.

7.4 No Consequential Damages. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, NEITHER ADP NOR CLIENT WILL BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES (INCLUDING LOST PROFITS) THAT THE OTHER PARTY MAY INCUR OR EXPERIENCE IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The foregoing exclusion shall not apply to claims for consequential damages arising from ADP's breach of Section 6.3 of Annex A; provided however, that any consequential damages recovered by Client in a calendar year for such claims will be subject to the Confidentiality Breach Limit set forth in Section 7.3 of Annex A.

**SECTION 8 TERM AND TERMINATION.**

8.1 Initial Term. This Agreement is effective on the Effective Date. The initial term ("Initial Term") of this Agreement starts on the Effective Date and ends on the termination date set forth in the Pricing Appendix (the "Termination Date"). The Termination Date may be modified by Amendment.

8.2 Renewals. After the Initial Term, this Agreement will renew for additional 90 day periods unless terminated by either party upon at least 90 days prior written notice to the other prior to the end of the Initial Term or renewal period, as applicable.

8.3 Termination by Client. In addition to any termination rights in other Annexes, if (i) ADP fails to perform any material obligation under this Agreement and that failure continues for 60 days after ADP receives written notice from Client specifying in reasonable detail the nature of that failure, or (ii) a Termination Event occurs with respect to ADP, Client may terminate this Agreement by further written notice to ADP.

8.4 Termination by ADP. In addition to any termination rights in other Annexes, if (i) Client fails to pay any amount due under this Agreement within 15 days after ADP has notified Client that it has failed to pay such amount by the due date therefor, (ii) Client fails to perform any other material obligation and that failure continues for 60 days after Client receives written notice from ADP specifying in reasonable detail the nature of that failure, or (iii) a Termination Event occurs with respect to Client, ADP may terminate this Agreement by further written notice to Client. At ADP's option, ADP may, in the event of delinquent payment pursuant to clause (i), suspend the affected Services upon five (5) Business Days prior written notice to Client, and ADP shall have no liability to Client for such suspended Services.

8.5 Reserved.

8.6 Effect of Termination. Upon expiration or termination of this Agreement, or any Annex or Amendment or any Services for any reason, (i) all licenses and other rights granted to Client under the respective Annex or Amendment or in connection with the terminated Services, will become null and void, (ii) subject to the last sentence of Section 8.3 of Annex A, all materials provided by either party to the other under the respective Annex or Amendment or in connection with the terminated Services, will be returned within five Business Days after the effective date of termination, and (iii) all earned and unpaid fees and expenses will become immediately due and payable. Each party's termination rights in this Agreement are cumulative and are in addition to all other rights and remedies available to the parties.

8.7 Termination Assistance. Upon termination of this Agreement, ADP will return copies of Client's data at ADP's standard rates and will cooperate with Client to provide for an orderly transfer of the Services to Client or Client's successor vendor ("Termination Assistance"). Such Termination Assistance will be provided at ADP's standard rates then in effect, and in no event will ADP be required to provide any ADP Confidential Information in connection with providing any Termination Assistance.



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**8.8 Termination for Convenience.** ADP or Client can terminate this Agreement for convenience, without cause, upon at least 90 days prior written notice to the other party.

**SECTION 9 MISCELLANEOUS PROVISIONS.**

**9.1 Amendment.** This Agreement may not be modified except by a writing signed by the authorized representatives of ADP and Client.

**9.2 Notices.** All communications required to be sent or given under this Agreement will be in writing and will be duly given and effective immediately if delivered in person or upon confirmation of signature recording delivery, if sent via a nationally recognized overnight courier service with signature notification requested, to Client at the address shown on the cover page of this Agreement or to ADP at the address shown in the Pricing Appendix or to any other address a party may identify in writing from time to time. A copy of all communications to ADP of a legal nature must be sent to ADP, LLC, 400 W. Covina Blvd., MS 208, San Dimas, California 91773, Attention: Legal Department.

**9.3 Injunctive Relief.** In the event of an actual or impending breach of Section 6.3 or 6.4, the non-breaching party, in addition to any remedy available at law, will be entitled to seek equitable relief, including injunction and specific performance.

**9.4 Entire Agreement/Subcontractors.** This Agreement, including the Annexes and Amendments, is the entire agreement and understanding between ADP and Client with respect to the subject matter and merges and supersedes all prior discussions, agreements and understandings of every kind and nature between them, and no party will be bound by any representation, warranty, covenant, term or condition other than as expressly stated in this Agreement. If any provision of an Annex or Amendment conflicts with a provision of another Annex or Amendment, the provision of each Annex or Amendment will govern, but solely with respect to the Services covered by such Annex or Amendment. Purchase Orders submitted by Client are for Client's internal administrative purposes only and the terms and conditions contained in those purchase orders will have no force and effect. The parties agree that this Agreement may be executed in multiple original copies, identically worded, and that each such executed copy shall constitute an original. Facsimile signatures, or signatures transferred in .pdf or similar format for scanned copies of documents, shall be treated as original signatures for all purposes. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and permitted assigns. Certain of the Services to be provided by ADP may be provided by subsidiaries of Automatic Data Processing, Inc. or by ADP's subcontractors, and ADP shall be responsible for the performance of those subsidiaries and subcontractors. Mailing and delivery service providers are not ADP's subcontractors, and ADP will not be responsible for the acts or omissions of such mailing and delivery service providers.

**9.5 No Third Party Beneficiaries.** Nothing in this Agreement creates, or will be deemed to create, third party beneficiaries of or under this Agreement. CLIENT AGREES THAT OTHER THAN ADP'S OBLIGATIONS TO CLIENT IN THIS AGREEMENT, ADP HAS NO OBLIGATION TO ANY THIRD PARTY (INCLUDING, WITHOUT LIMITATION, CLIENT'S EMPLOYEES AND/OR ANY TAXING AUTHORITIES) BY VIRTUE OF THIS AGREEMENT.

**9.6 Force Majeure.** Any party to this Agreement will be excused from performance under this Agreement for any period of time that the party is prevented from performing its obligations under this Agreement due to an act of God, war, earthquake, civil disobedience, court order, or other cause beyond the party's reasonable control. Such non-performance will not constitute grounds for default.

**9.7 Waiver/Headings/Severability/Survival/Governing Law.** The failure by any party to this Agreement to insist upon strict performance of any provision of this Agreement will not constitute a waiver of that provision. The section headings in this Agreement are intended for convenience of reference and will not affect its interpretation. If any provision of this Agreement is held invalid, illegal, or unenforceable, the validity, legality or enforceability of the remainder of this Agreement will not in any way be affected or impaired. The provisions of Section 6.3, 7.3 and 7.4 will survive the termination of this Agreement. This Agreement will be governed by and construed in accordance with the internal laws of the State of New York.

**9.8 ADP's Client List.** ADP may include Client's name and corporate logo on ADP's client list



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Client desires to receive and ADP agrees to provide the following Services to Client in addition to those already provided under the Agreement.

1. **Definitions.** Unless a capitalized term used herein is defined herein, it shall have the same meaning ascribed that term in the Agreement.
  - 1.1. "Client Content" means all information and materials provided by Client, its agents or employees, regardless of form.
  - 1.2. "Employment Tax Services" means the coordination of payroll-related tax and/or regulatory agency deposits, filings and reconciliations on behalf of employers.
  - 1.3. "Tax Locator" has the meaning set forth in Section 3.1.
2. **Service Summary.**
  - 2.1. **Employment Tax Services.** Coordination of payroll-related tax and/or regulatory agency deposits, filings, and reconciliations on behalf of employers.
3. **Additional Terms.** The following additional terms and conditions apply to the Employment Tax Services:
  - 3.1. **ADP Tax Locator.** The Employment Tax Services in the United States shall include access to the tax locator, a tool which helps Client locate municipal, school district, county and state codes and tax rates for new hires and transferred employees based upon their work and home addresses ("Tax Locator"). Client is solely responsible for the accuracy of data Client inputs into the Tax Locator, and the data Client generates and uses from the Tax Locator.
  - 3.2. **Important Tax Information (IRS Disclosure).** Notwithstanding Client's engagement of ADP to provide the Employment Tax Services in the United States, please be aware that Client remains responsible for the timely filing of payroll tax returns and the timely payment of payroll taxes for its employees. The Internal Revenue Service recommends that employers enroll in the U.S. Treasury Department's Electronic Federal Tax Payment System (EFTPS) to monitor their accounts and ensure that timely tax payments are being made for them, and that online enrollment in EFTPS is available at [www.eftps.gov](http://www.eftps.gov); an enrollment form may also be obtained by calling (800) 555-4477; that state tax authorities generally offer similar means to verify tax payments; and that Client may contact appropriate state offices directly for details.
  - 3.3. **Additional Termination Provisions for Employment Tax Services.** If the Employment Tax Services are terminated, Client's access to ADP websites containing Client's data will expire 90 days from the effective date of the termination, and Client will be responsible for downloading all relevant data, including Statements of Deposit (SODs) prior to the expiration of such access. ADP may terminate the Tax Locator feature of the Employment Tax Services at any time by providing 30 days written notice to Client.
  - 3.4. **Further Limitation of Liability.** The provisions of this Section 3.4 supplement the provisions of Section 7.3 of Annex A. The limit on ADP's liability set forth in Section 7.3 of Annex A shall not apply to (i) interest charges imposed by an applicable taxing authority on Client for the failure by ADP to pay funds to the extent and for the period that such funds were held by ADP and (ii) all tax penalties resulting from ADP's error or omission in the performance of the Employment Tax Services. The provisions of this Section 3.4 shall only apply if (x) Client permits ADP to act on Client's behalf in any communications and negotiations with the applicable taxing authority that is seeking to impose any such penalties or interest and (y) Client assists ADP as reasonably required by ADP.





Client desires to receive and ADP agrees to provide the following Services to Client in addition to those already provided under the Agreement.

**1. Service Summary.**

**1.1. Print and Online Statement Services.** Print and distribution of payroll checks, pay statements, and/or year-end statements, as well as online posting of pay statements and/or year-end statements.

**2. Additional Terms.** The following additional terms and conditions apply to the Print and Online Statement Services:

**2.1. Online Statements.** If Client instructs ADP to provide online pay statements, Forms W2, or Forms 1099 without physical copies thereof, Client will be exclusively responsible for determining if and to what extent Client's use of online pay statements, Forms W2 or Forms 1099 satisfies Client's obligations under applicable laws and the consequences resulting from such determinations.



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Client desires to receive and ADP agrees to provide the following Services to Client in addition to those already provided under the Agreement.

1. **Definitions.** Unless a capitalized term used herein is defined herein, it shall have the same meaning ascribed that term in the Agreement.

1.1. "NACHA" means the National Automated Clearing House Association.

1.2. "Payee" means any intended recipient of payments under the Payment Services and may include Client's employees, taxing authorities, governmental agencies, suppliers, benefit carriers and/or other third parties; provided that in the case of Wage Payment Services, Payee shall be limited to Client's employees and independent contractors.

1.3. "Payment Services" means Services that involve electronic or check payments being made by ADP to third parties on Client's behalf and at its direction.

2. **Additional Terms.** The following additional terms and conditions apply to the Payment Services:

2.1. **Suspension.** Without limiting the foregoing, the parties agree that Payment Services involve credit risk to ADP. Payment Services may be suspended by ADP (A) immediately following notice to Client (i) that Client has failed to remit sufficient, good and available funds within the deadline and via the method of delivery set forth in the Pricing Appendix (or otherwise mutually agreed to in writing by the parties) as it relates to the applicable Payment Services, or (ii) if Client breaches any rules promulgated by NACHA as it relates to ADP conducting ACH transactions on behalf of Client, and (B) with 24 hour notice if: (i) a bank notifies ADP that it is no longer willing to originate debits from Client's account(s) or credits for Client's behalf for any reason or (ii) the authorization to debit Client's account is terminated or ADP reasonably believes that there is or has been fraudulent activity on the account. If the Payment Services are terminated or suspended pursuant to Section 8.4 of Annex A or this Section, Client acknowledges that ADP shall be entitled to allocate any funds in ADP's possession that have been previously remitted or otherwise made available by Client to ADP relative to the Payment Services in such priorities as ADP may determine appropriate, including reimbursing ADP for payments made by ADP on Client's behalf to a third party. If the Payment Services are terminated by ADP, Client understands that it will (x) immediately become solely responsible for all of Client's third party payment obligations covered by the Payment Services then or thereafter due (including, without limitation, for Employment Tax Services, any and all penalties and interest accruing after the date of such termination, other than penalties and interest for which ADP is responsible under Section 3 of Annex E), and (y) reimburse ADP for all payments properly made by ADP on behalf of Client to any payee, which has not been paid or reimbursed by Client. If the Payment Services remains suspended for 30 days, the affected Payment Service shall be deemed terminated on the 31st day following suspension.

2.2. **Client Credentialing.** Client understands and acknowledges that the implementation and ongoing provision of Payment Services are conditioned upon Client passing (and continuing to pass) a credentialing process that ADP may deem necessary in connection with the provision of Payment Services.

2.3. **Additional Requirements.** Payment Services may be subject to the rules and standards of any applicable clearing house, payment and/or card networks or associations. Client and ADP each agree to comply with all such rules and standards applicable to it with respect to the Payment Services.

2.4. **Funding Obligations.** Client acknowledges that ADP is not a lender. As such, as a condition to receiving services, Client will remit or otherwise make available to ADP sufficient, good and available funds within the agreed-to deadline and via the agreed-to method of delivery to satisfy all of Client's third-party payment obligations covered by the Agreement. ADP will apply such funds to satisfy such third-party payment obligations. ADP will not be required to provide Payment Services if ADP has not received all funds required to satisfy Client's third-party payment obligations. Client will immediately notify ADP if it knows or should know that it will not have sufficient funds to satisfy the amounts required in connection with the Payment Services. If Client has a material adverse change in its condition, ADP may modify the funding method or deadline by which funds must be made available to ADP for payment to Payees. Client agrees to pay to ADP upon demand any amounts that have been paid by ADP to satisfy Client's third party payment obligations prior to receiving such amounts from Client.







- 2.5. Investment Proceeds; Commingling of Client Funds.** IF ADP RECEIVES CLIENT'S FUNDS IN ADVANCE OF THE TIME ADP IS REQUIRED TO PAY SUCH FUNDS TO THIRD PARTIES, ALL AMOUNTS EARNED ON SUCH FUNDS, IF ANY, WHILE HELD BY ADP WILL BE FOR THE SOLE ACCOUNT OF ADP. ADP may commingle Client's funds with similar funds from other clients and with similar ADP and ADP-administered funds. ADP utilizes a funds control system that maintains general ledger entries by client and/or by jurisdiction.
- 2.6. Recovery of Funds; Stop Payment Requests.** Client agrees to cooperate with ADP and any other third parties to recover funds erroneously issued or transferred to any Payee or credited to any Payee's account. If Client desires to stop payment on any check or to recall or reverse any electronic payment, Client will provide ADP with a stop payment request in the form required by ADP. Client acknowledges that ADP's placement of a stop order request is not a guarantee that such stop payment will occur.





**Alliance Services.**

The following terms and conditions supplement, modify and amend the terms and conditions of the Agreement with respect to the Alliance Services defined herein (and in the event of any conflict between the terms and conditions contained in the Agreement and the terms and conditions contained in this Attachment, the terms and conditions contained in this Attachment will control solely with respect to the Alliance Services).

1. **Definitions.** Unless a capitalized term used herein is defined herein, it shall have the same meaning ascribed that term in the Agreement.
  - 1.1. "Alliance Services" means the following services comprising a part of the Services provided under the Agreement for use in the Approved Country: Employment Tax Services and Print and Online Statements Services.
  - 1.2. "Approved Country" means, for purposes of the Alliance Services, the United States of America, the only country in which Client is authorized to use or receive the Alliance Services subject to the terms of this Agreement.
  - 1.3. "Third Party Provider Agreement" means the agreement executed by Client and Third Party Provider relating to the provision by Third Party Provider and the receipt by Client of certain services (including, without limitation, the Alliance Services). The Third Party Provider Agreement includes, without limitation, the schedules, exhibits, order forms, and other similar documents signed by Third Party Provider and Client pursuant to which Third Party Provider and Client agree on the fees payable by Client to Third Party Provider with respect to the Alliance Services to be provided by ADP to Client pursuant to this Agreement. For the avoidance of doubt, and notwithstanding anything to the contrary contained herein, Client acknowledges and agrees that, except for provisions relating to the payment of fees by Client to Third Party Provider in connection with the Alliance Services, nothing contained in the Third Party Provider Agreement will be deemed to modify, amend, replace, or otherwise affect the terms and conditions of this Agreement.
  - 1.4. "Third Party Provider" means Cherry Roads, Client's third party payroll, enterprise resource planning, recruiting, talent management, applicant tracking system, or other third party business process outsourcing provider.
2. **Additional Terms.** The following additional terms and conditions apply to the Alliance Services:
  - 2.1. **Client Vendors.** Client will at its own cost make all necessary arrangements with its third party vendors (including, without limitation, Third Party Provider) to cause such vendors to send data to and receive data from ADP as required for ADP to provide the Alliance Services. Client shall reimburse ADP for any costs ADP is required to bear in connection with or arising out of any such transmissions of data from and/or to such third party vendors.
  - 2.2. **Additional Termination or Suspension.** In addition to the termination rights set forth elsewhere in the Agreement, and notwithstanding anything to the contrary contained in the Agreement or otherwise, Client acknowledges and agrees that ADP may, in its sole discretion:
    - 2.2.1. terminate the Agreement with respect to all or any portion of the Alliance Services immediately upon notice to Client in the event that the master agreement between ADP and Third Party Provider terminates or otherwise expires;
    - 2.2.2. suspend and/or terminate all or any portion of the Alliance Services upon the direction of Third Party Provider to take such action as a result of Client's failure to pay all applicable fees and expenses due to Third Party Provider for the Alliance Services (and in such event, Client shall hold ADP harmless from any and all negative or adverse consequences to Client, Client Group, their respective employees, and their families and dependents resulting from ADP suspending or terminating all or any portion of the Alliance Services in accordance with such direction from Third Party Provider); and
    - 2.2.3. suspend all or any portion of the Alliance Services in the event that Third Party Provider is in breach of its obligations to pay ADP the corresponding fees for the Alliance Services owed to ADP by Third Party Provider with respect to the Alliance Services provided to Client pursuant to this Agreement.
  - 2.3. **Termination Assistance.**
    - 2.3.1. Section 8.7 of Annex A is amended by adding the following at the end of the section: "If ADP has terminated this Agreement due to Client's and/or Third Party Provider's failure to pay fees, ADP's provision of Termination Assistance relating to the Alliance Services will be subject to Client's and/or Third Party Provider's payment of all past due amounts and ADP may require Client and/or Third Party Provider to prepay for any Termination Assistance."

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO  
CHERRY ROAD TECHNOLOGIES, INC. FOR THE IMPLEMENTATION  
OF AN ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM.**

**WHEREAS**, the Department of Information and Technology (the "Department") on behalf of the Town of Hempstead (the "Town"), solicited proposals for the software and implementation of a new Enterprise Resource Planning ("ERP") system (the "Services"); and

**WHEREAS**, proposals from the following entities were received and opened in the Department on September 8, 2017 after a 2 week extension given to all vendors who expressed intent:

Tyler Technologies, Inc.  
One Tyler Drive  
Yarmouth, ME 04096

Cherry Road Technologies, Inc.  
301 Gibraltar Drive, Suite 2C  
Morris Plains, NJ 07950

AST, LLC  
1755 Park Street, Suite 100  
Naderville, IL 60563

Alpha Sirius, Inc.  
5605 FMM 423, Suite 500 #356  
Frisco, TX 75034

Quintel-MC, Inc.  
5910 S University Blvd., Suite C18-193  
Greenwood Village, CO 80121

Navigator Business Solutions, Inc.  
170 S Main Street  
Pleasant Grove, UT 84062

Infor Public Sector, Inc.  
13560 Morris Road, Suite 4100  
Alpharetta, GA 30004

Workday, Inc.  
350 5<sup>th</sup> Avenue, Suite 4900  
New York, NY 10118

and;

**WHEREAS**, a committee was formed for the purpose of reviewing and scoring the aforementioned proposals; and

**WHEREAS**, Cherry Road Technologies, Inc., 301 Gibraltar Drive, Suite 2C, Morris Plains, NJ 07950 ("Cherry Road") received the highest score based on their proposal; and

**WHEREAS**, the committee has recommended that a contract for the Services be awarded

Item #

Case #

14.201

to Cherry Road for a five (5) year term at an implementation price not to exceed \$4,325,055.00 and a service fee not to exceed \$488,000.00 per year, payable in monthly installments (the "Contract"); and

**WHEREAS**, in connection with the Cherry Road Contract, a separate agreement with Cherry Road is also required for cloud services, which are to be provided by Oracle (the "Cloud Services Agreement"); and

**WHEREAS**, the Town Board has determined that it is in the best interest of the Town to award the Contract for the Services to Cherry Road and for the Town to execute the Cloud Services Agreement with Cherry Road.

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the Town Board hereby awards the Contract to Cherry Road for a five (5) year term at an implementation price not to exceed \$4,325,055.00 and a service fee not to exceed \$488,000.00 per year, payable in monthly installments; and be it further

**RESOLVED**, that the Town Board further authorizes the Commissioner to execute the Contract and the Cloud Services Agreement with Cherry Road; and be it further

**RESOLVED**, that the Comptroller is authorized and directed to make one payment from the Department of Information and Technology Account# 799M-501-799M-5010 in an amount not to exceed \$4,325,055.00 and a service fee payment not to exceed \$488,000.00 per year, payable in monthly installments, from the Department of Information and Technology Account# 799M-501-799M-5010 for the first year and from the General Fund Undistributed Fees & Services Account# 010-012-9000-4151 thereafter.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:



## SERVICES AGREEMENT

THIS AGREEMENT made the \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the Town of Hempstead, having its principal offices at One Washington Street, Hempstead, NY 11550, hereinafter referred to as "Client," and CherryRoad Technologies Inc., with offices located at 301 Gibraltar Drive, Suite 2C, Morris Plains, New Jersey 07950, hereinafter referred to as "Consultant" in the following manner:

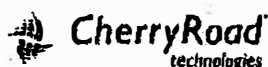
### WITNESSETH:

WHEREAS, the Client is desirous of entering into an agreement with Consultant for work requested by the Client, and

NOW THEREFORE, the parties hereto, in consideration of the covenants, agreements, terms and conditions herein contained, do agree as follows:

- 1. Scope of Services:** The Statement of Work, attached as Exhibit A and incorporated as part of this Agreement, shall define the scope of services ("Services") for this engagement. Client acknowledges that the performance of the Services under this Agreement will be an interdependent effort with employees and agents from both Consultant and Client working together to perform the Services. Both parties agree to fully cooperate with each other in the performance of the Services and to meet the obligations assigned to each party in Exhibit A. Each party shall be responsible for the acts and omissions of its own employees and agents.
- 2. Payment Terms:** A schedule of deliverables and progress payments has been defined based on the pricing outlined in Exhibit A to this Agreement. Exhibit A explicitly overrides any pricing and payment schedules referenced in Consultant's original proposal and in the Client's RFP. Consultant will invoice Client as identified in Exhibit A. Actual travel expenses are subject to the expense guidelines identified in Exhibit A and are additionally billable. Client agrees to remit payment for properly submitted invoices within thirty (30) days of receipt of invoice.
- 3. Order of Precedence:** If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) the terms and conditions set forth in this Agreement; 2) the Statement of Work; 3) Consultant's Proposal 4) Client's RFP and all associated addenda.
- 4. Work Stoppage:** In the event Client fails to pay Consultant for work successfully completed in accordance with the terms of this Agreement, or if Client fails to meet its obligations identified in Exhibit A of this Agreement Consultant may temporarily cease any and all work under this Agreement ("Work Stoppage"), provided Consultant gives Client at least ten (10) business days' notice and Client fails to cure within such ten (10) business days. In such event, if the period of time for such Work Stoppage is more than ten (10) business days, Consultant shall have the right to terminate for cause. In the event Client cures by making full payment after the Work Stoppage and/or demonstrates to Consultant's satisfaction its ability to meet its obligations prior to any termination, Consultant will return to work within a reasonable time, but in no event more than ten (10) business days thereafter.

In the event the matter is resolved either between the parties or through dispute resolution in accordance with this Agreement and Consultant agrees to return to work hereunder, then Consultant shall have no liability for any changes, modifications or alterations made during the Work Stoppage by non-Consultant employees or subcontractors to the work previously performed prior to the Work Stoppage.



5. **New Services:** For a period extending 12 (Twelve) months from date of go-live of the final phase as identified in Exhibit A, Client may request in writing that Consultant perform certain services that are not specifically described in Exhibit A hereto but are related to the Services ("New Services"). These New Services shall be limited to the type of services previously delivered by the Consultant under Exhibit A or which are typically provided by Consultant to its public sector customers in the course of performing similar implementation services for those public sector customers. Notwithstanding the above, Consultant shall have the right to decline Client's request to provide such services, during that 12 (Twelve) month period, if the Consultant reasonably believes that: i) the services requested by the Client are outside the above criteria for New Services or ii) are for a customization that Consultant deems, in its reasonable opinion to be detrimental to meeting its performance obligations under this Agreement or iii) Client has failed to pay, per the terms of this Agreement, for New Services previously requested. In the event the Consultant agrees to perform such New Services, then Consultant shall perform such New Services on a time and materials basis, at an hourly rate not to exceed that described in Exhibit A unless otherwise agreed upon in writing, for each of the Consultant personnel assigned to perform such New Services. Requests for New Services will be limited to increments of no less than eight hours. Consultant shall commence performing the applicable New Services within thirty (30) calendar days of written notice from the Client's Project Manager.
6. **Warranty:** For a period of 6 (Six) months from the date of Final Acceptance (as defined in the Statement of Work, Exhibit A) of each module Consultant warrants that (A) ALL WORK PERFORMED IN CONNECTION WITH THIS AGREEMENT SHALL BE PERFORMED IN A COMPETENT, PROFESSIONAL AND WORKMANLIKE MANNER, AND SHALL BE OF INDUSTRY STANDARD QUALITY; (B) ALL WORK PERFORMED AND ALL DELIVERABLES SHALL COMPLY WITH APPLICABLE LAWS; AND (C) ALL WORK PERFORMED AND ALL DELIVERABLES SHALL BE PROVIDED IN ACCORDANCE WITH AND SHALL CONFORM IN ALL MATERIAL RESPECTS TO ANY SPECIFICATIONS AND REQUIREMENTS SET FORTH IN THIS AGREEMENT.

THE WARRANTIES CONTAINED HEREIN AND IN THE STATEMENT OF WORK ARE CONSULTANT'S SOLE AND EXCLUSIVE WARRANTIES. CONSULTANT AFFIRMATIVELY EXCLUDES ANY AND ALL OTHER WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN), WITH RESPECT TO THE SERVICES PROVIDED INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT THE CONSULTANT KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE) WHETHER ARISING BY LAW OR BY REASON OF CUSTOM OF THE TRADE.

7. **Indemnification:** Consultant shall, at all times hereafter, indemnify, hold harmless and, defend Client, and its officers, agents, and employees from and against any and all third-party claims, suits, actions, demands, causes of actions of any kind or nature, including all costs, expenses and attorneys' fees, arising out of any negligent or willful misconduct of Consultant and its employees and subcontractors in the performance of this Agreement. Client shall fully cooperate with Consultant in the course of any such defense, including, without cost, providing resources, information and individuals deemed reasonably necessary by Client to effectively defend any such action. Client agrees not to intentionally interfere or otherwise undermine any defense, negotiations or settlement conducted by Consultant to resolve any such matter.

**8. Termination:** This Agreement may be terminated upon the following events:

Termination by Mutual Agreement. In the event the parties mutually agree in writing, this Agreement may be terminated on the terms and dates stipulated therein.

Termination Without Cause. Client shall have the right to terminate this Agreement without cause by providing Consultant with thirty (30) calendar days' written notice.

Termination for Cause. In the event of a material breach, either party may provide the other party with written notice of the material breach, with such sufficient detail so the party can readily understand the claim for material breach. The other party shall have thirty (30) calendar days from the date of its receipt of such notification to cure such material breach. If the material breach is not cured within that time period, the non-breaching party may terminate this Agreement immediately.

Termination for Lack of Funds. In the event the funds to finance this Agreement become unavailable or are not allocated, Client shall provide Consultant with thirty (30) calendar days' written notice of termination. Nothing in this Agreement shall be deemed or construed to prevent the parties from negotiating a new Agreement in this event.

Termination Generally The Contractor's performance of the Services within the time frames agreed to by the parties is a material obligation of the Contractor. The Contractor's failure to timely meet its obligations will have a materially adverse impact on the TOWN OF HEMPSTEAD and cause it to suffer damages. If Contractor fails to complete the project according to schedule, TOWN OF HEMPSTEAD may undertake termination procedures under this Agreement.

- a. If TOWN OF HEMPSTEAD determines to terminate the Agreement for cause, TOWN OF HEMPSTEAD shall notify Contractor it intends to:
  - i. accept the project as incomplete at a reduced rate reflecting the reduced value to TOWN OF HEMPSTEAD, in which case TOWN OF HEMPSTEAD will commence negotiations with Contractor to agree on the reduced value of the Release; or
  - ii. reject the project in whole or in part and terminate all or part of the Services under the Agreement for cause. If the project is rejected under this subsection, TOWN OF HEMPSTEAD need not pay for the rejected portion of the Deliverables, and Contractor shall refund to TOWN OF HEMPSTEAD all prior milestone payments (if any) associated with the completed and provided deliverables.
- b. In lieu of immediately instituting termination procedures, TOWN OF HEMPSTEAD may agree to re-baseline the project schedule and require that the Contractor will be subject to liquidated damages for failure to complete the original project deliverables under the re-baselined project schedule. TOWN OF HEMPSTEAD will consult with the Contractor in reasonably determining the re-baselined project schedule. Liquidated damages will be assessed as agreed to by the Parties or, if no agreement can be made, by arbitration as provided for otherwise herein.
  - i. Liquidated damages assessed under this section are TOWN OF HEMPSTEAD exclusive remedy for damages associated with Contractor's failure to timely deliver the deliverables for the period during which liquidated damages are assessed. The liquidated damages do not affect TOWN OF HEMPSTEAD rights to damages under this Agreement, at law or any remedy in equity from the Contractor resulting from or otherwise arising out of any breach of this Agreement or to any right of TOWN OF HEMPSTEAD to terminate this Agreement, including for failure by Contractor to provide a System.

Upon termination of this Agreement for any reason, including expiration, Consultant shall place no further orders nor enter into subcontracts for materials or services unless it is necessary in accordance with agreed upon wind-down disentanglement procedures. Consultant shall, upon receipt of termination notice, unless otherwise directed by the Client (i) take such action as may be necessary for the protection and preservation of the Client's materials and property; and (ii) shall act in good faith to mitigate costs to Client.

In the event of termination of this Agreement, Client shall pay for completed Work delivered as well as for Work performed by Consultant that was not yet completed or received by the Client but was performed pursuant to this Agreement. Upon payment for such Work, Client shall be entitled to all completed and uncompleted Work.

In the event of any termination, Client and Consultant shall mutually agree upon "wind-down" disentanglement procedures to include, without limitation, the scope, staffing and costs required by such procedures. Such services shall be paid to Consultant on a time and materials basis at the rates listed in this Agreement.

Notwithstanding any other provisions of this Agreement, the provisions regarding insurance, indemnification, confidentiality, limitation of liability, non-solicitation and any other provisions which by their terms survive, shall survive the termination or expiration of this Agreement.

**9. Insurance:**

During the term of this Contract, the Contractor shall maintain in force, at its sole cost and expense policies of insurance as required by this section. All insurance required by this section shall be written by companies that have an A.M. Best Company rating of "A," Class "VII" or better. In addition, companies writing insurance intended to comply with the requirements of this section should be licensed or authorized by the New York State Department of Financial Services to issue insurance in the State of New York. TOWN OF HEMPSTEAD may, in its sole discretion, accept policies of insurance written by a non-authorized carrier or carriers when certificates and/or other policy documents are accompanied by a completed Excess Lines Association of New York (ELANY) affidavit or other documents demonstrating the company's strong financial rating. If, during the term of a policy, the carrier's A.M. Best rating falls below "A," Class "VII," the insurance must be replaced, on or before the renewal date of the policy, with insurance that meets the requirements above.

The Contractor shall provide proof of compliance with the requirements set forth in this Section for Contract renewal and upon request.

The Contractor shall deliver to TOWN OF HEMPSTEAD evidence of the insurance required by this Contract in a form satisfactory to TOWN OF HEMPSTEAD. Policies must be written in accordance with the requirements of the paragraphs below, as applicable. While acceptance of insurance documentation shall not be unreasonably withheld, conditioned or delayed, acceptance and/or approval by TOWN OF HEMPSTEAD does not, and shall not be construed to, relieve the Contractor of any obligations, responsibilities or liabilities under this Contract.

The Contractor shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages during the term of the Contract.

**A. General Conditions Applicable to Insurance.** All policies of insurance required by this section shall comply with the following requirements:

**1. Coverage Types and Policy Limits.** The types of coverage and policy limits required from



the Contractor are specified in Section B-*Insurance Requirements*.

2. **Policy Forms.** Except as otherwise specifically provided herein, or agreed to in the Contract, all policies of insurance required by this section shall be written on an occurrence basis.
3. **Certificate of Insurance/Notices.** The Contractor shall provide TOWN OF HEMPSTEAD with a Certificate or Certificates of Insurance, in a form satisfactory to TOWN OF HEMPSTEAD (e.g., an ACORD certificate), after renewal or upon request. Certificates shall reference the Contract number and shall name the Town of Hempstead, One Washington Street, Hempstead, New York 11550 as the certificate holder and as additional insured.

Certificates of Insurance shall:

- Be in the form acceptable to TOWN OF HEMPSTEAD and in accordance with the New York State Insurance Law (e.g., an ACORD Certificate);
- Disclose any deductible, self-insured retention, aggregate limit or exclusion to the policy that materially changes the coverage required by this Contract;
- Refer to this Contract by number;
- Be signed by an authorized representative of the referenced insurance carriers; and
- Contain the following language in the Description of Operations / Locations / Vehicles section: The People of the State of New York, the New York State Office of General Services, any entity authorized by law or regulation to use the Contract and their officers, agents, and employees are included as an additional insured on endorsement CG 20 10 11 85 (or endorsements that provide equivalent coverage, such as the combination of CG 20 10 04 13 (covering ongoing operations) and CG 20 37 04 13 (covering completed operations)), and General liability coverage is provided on the current edition of Commercial General Liability Coverage Form CG 00 01 (or a form that provides equivalent coverage). Additional insured protection afforded is on a primary and non-contributory basis. A waiver of subrogation is granted in favor of the additional insureds.

Only original documents (Certificates and any endorsements and other attachments) or electronic versions of the same that can be directly traced back to the insurer, agent or broker via e-mail distribution or similar means will be accepted.

Except for (i) Data Breach and Privacy/Cyber Liability coverage, (ii) Technology Errors and Omissions, and (iii) Crime Insurance coverages, TOWN OF HEMPSTEAD generally requires Contractors to submit only certificates of insurance and additional insured endorsements, although TOWN OF HEMPSTEAD reserves the right to request other proof of insurance. Contractors are requested to refrain from submitting entire insurance policies, unless specifically requested by TOWN OF HEMPSTEAD. If an entire insurance policy is submitted but not requested, TOWN OF HEMPSTEAD shall not be obligated to review and shall not be chargeable with knowledge of its contents. In addition, submission of an entire insurance policy not requested by TOWN OF HEMPSTEAD does not constitute proof of compliance with the insurance requirements and does not discharge Contractors from submitting the requested insurance documentation.

4. **Forms and Endorsements.** For Data Breach and Privacy/Cyber Liability, Technology Errors and Omissions, and certain Crime Insurance coverages (those containing Cyber theft coverage), Contractor shall provide TOWN OF HEMPSTEAD, after renewal or upon request, with a Schedule of Forms and Endorsements and, upon request, all

Forms and Endorsements, unless otherwise agreed to in the Contract. The Forms and Endorsements shall provide evidence of compliance with the requirements of this Contract. Only original documents or electronic versions of the same that can be directly traced back to the insurer, agent or broker via e-mail distribution or similar means will be accepted.

5. **Primary Coverage.** All insurance policies shall provide that the required coverage shall be primary and non-contributory to other insurance available to the TOWN OF HEMPSTEAD. Any other insurance maintained by the TOWN OF HEMPSTEAD shall not contribute with the Contractor's insurance.
6. **Breach for Lack of Proof of Coverage.** The failure to comply with the requirements of this section at any time during the term of the Contract shall be considered a breach of the terms of the Contract and shall allow the TOWN OF HEMPSTEAD to avail itself of all remedies available under the Contract or at law or in equity.
7. **Self-Insured Retention/Deductibles.** Certificates of Insurance must indicate the applicable deductibles/self-insured retentions for each listed policy. Deductibles or self-insured retentions above \$100,000.00 are subject to approval from TOWN OF HEMPSTEAD. Such approval shall not be unreasonably withheld, conditioned or delayed. The Contractor shall be solely responsible for all claim expenses and loss payments with the deductibles or self-insured retentions. If the Contractor is providing the required insurance through self-insurance, evidence of the financial capacity to support the self-insurance program along with a description of that program, including, but not limited to, information regarding the use of a third-party administrator shall be provided upon request.
8. **Subcontractors.** Prior to the commencement of any work by a subcontractor, the Contractor shall require such subcontractor to procure policies of insurance as required by this section and maintain the same in force during the term of any work performed by that subcontractor.
9. **Waiver of Subrogation.** For the Commercial General Liability Insurance and Comprehensive Business Automobile Liability Insurance required below, the Contractor shall cause to be included in each of its policies a waiver of the insurer's right to recovery or subrogation against the TOWN OF HEMPSTEAD. A Waiver of Subrogation Endorsement evidencing such coverage shall be provided to TOWN OF HEMPSTEAD upon request. A blanket Waiver of Subrogation Endorsement evidencing such coverage is also acceptable.
10. **Additional Insured.** For the Commercial General Liability Insurance and Comprehensive Business Automobile Liability Insurance required below, the Contractor shall cause to be included in each of its policies ISO form CG 20 10 11 85 (or a form or forms that provide equivalent coverage, such as the combination of CG 20 10 04 13 and CG 20 37 04 13) and form CA 20 48 10 13 (or a form or forms that provide equivalent coverage) naming as additional insured: The TOWN OF HEMPSTEAD. An Additional Insured Endorsement evidencing such coverage shall be provided to TOWN OF HEMPSTEAD after renewal and/or upon request. A blanket Additional Insured Endorsement evidencing such coverage is also acceptable. For Contractors who are self-insured, Contractor shall be obligated to defend and indemnify the above-named additional insureds with respect to Commercial General Liability and Comprehensive Business Automobile Liability, in the

same manner that Contractor would have been required to pursuant to this section had Contractor obtained such insurance policies.

11. **Excess/Umbrella Liability Policies.** Required insurance coverage limits may be provided through a combination of primary and excess/umbrella liability policies. If coverage limits are provided through excess/umbrella liability policies, then a Schedule of underlying insurance listing policy information for all underlying insurance policies (Insurer, policy number, policy term, coverage and limits of insurance), including proof that the excess/umbrella insurance follows form must be provided after renewal and/or upon request.
12. **Notice of Cancellation or Non-Renewal.** Policies shall be written so as to include the requirements for notice of cancellation or non-renewal in accordance with the New York State Insurance Law. Within five (5) business days of receipt of any notice of cancellation or non-renewal of insurance, the Contractor shall provide TOWN OF HEMPSTEAD with a copy of any such notice received from an insurer together with proof of replacement coverage that complies with the insurance requirements of this Contract.
13. **Policy Renewal/Expiration.** Upon policy renewal/expiration, evidence of renewal or replacement of coverage that complies with the insurance requirements set forth in this Contract shall be delivered to TOWN OF HEMPSTEAD. If, at any time during the term of this Contract, the coverage provisions and limits of the policies required herein do not meet the provisions and limits set forth in this Contract, or proof thereof is not provided to TOWN OF HEMPSTEAD, the Contractor shall immediately cease work. The Contractor shall not resume work until authorized to do so by TOWN OF HEMPSTEAD.
14. **Deadlines for Providing Insurance Documents after Renewal or Upon Request.** As set forth herein, certain insurance documents must be provided to the TOWN OF HEMPSTEAD Procurement Services contact identified in the Contract Award Notice after renewal or upon request. This requirement means that the Contractor shall provide the applicable insurance document to TOWN OF HEMPSTEAD as soon as possible but in no event later than the following time periods:
  - For certificates of insurance: 5 business days
  - For information on self-insurance or self-retention programs: 15 calendar days
  - For additional insured and waiver of subrogation endorsements: 30 calendar days
  - For schedules of forms and endorsements and all forms and endorsements: 60 calendar days

Notwithstanding the foregoing, if the Contractor shall have promptly requested the insurance documents from its broker or insurer and shall have thereafter diligently taken all steps necessary to obtain such documents from its insurer and submit them to TOWN OF HEMPSTEAD. TOWN OF HEMPSTEAD shall extend the time period for a reasonable period under the circumstances, but in no event shall the extension exceed 30 calendar days.

**B. Insurance Requirements:** Throughout the term of this Contract, the Contractor shall obtain and maintain in full force and effect, the following insurance with limits not less than those described below and as required by the terms of this Contract, or as required by law, whichever is greater.

**1. Commercial General Liability Insurance:** Commercial General Liability Insurance with a limit of not less than \$2,000,000 each occurrence. Such liability shall be written on the current edition of ISO occurrence form CG 00 01, or a substitute form providing equivalent coverage and shall cover liability arising from bodily injury, premises operations, independent contractors, products-completed operations, broad form property damage, personal & advertising injury, cross liability coverage, liability assumed in a Contract (including the tort liability of another assumed in a contract) and explosion, collapse & underground coverage

• General Aggregate	\$2,000,000
• Products -- Completed Operations Aggregate	\$2,000,000
• Personal and Advertising Injury	\$1,000,000
• Each Occurrence	\$2,000,000
• Damage to Rented Premises	\$50,000
• Medical Expenses	\$5,000

Aggregate limits shall apply on a per location basis, or as otherwise agreed to in the Contract. This aggregate limit applies separately to each location at which the insured works.

Coverage shall include, but not be limited to, the following:

- Premises liability;
- Independent contractors;
- Blanket contractual liability, including tort liability of another assumed in any Contract resulting from this Solicitation;
- Defense and/or indemnification obligations, including obligations assumed under this Contract;
- Cross liability for additional insureds; and
- Explosion, collapse and underground hazards.

**2. Comprehensive Business Automobile Liability Insurance** covering liability arising out of any automobile used in connection with performance under the Contract, including owned, leased, hired and non-owned automobiles bearing or, under the circumstances under which they are being used, required by the Motor Vehicles Laws of the State of New York to bear, license plates. Such policy shall have a combined single limit for Bodily Injury and Property Damage of at least \$2,000,000.00 each accident. The limits may be provided through a combination of primary and umbrella liability policies.

In the event that the Contractor does not own, lease or hire any automobiles used in connection with performance under the Contract, the Contractor does not need to obtain Comprehensive Business Automobile Liability Insurance, but must attest to the fact that the Contractor does not own, lease or hire any automobiles used in connection with performance under the Contract on a form provided by TOWN OF HEMPSTEAD. If, however, during the term of the Contract, the Contractor acquires, leases or hires any automobiles that will be used in connection with performance under the Contract, the Contractor must obtain Comprehensive Business Automobile Liability Insurance that meets all of the requirements of this section and provide proof of such coverage to TOWN OF HEMPSTEAD in accordance with the insurance requirements of the Contract.

In the event that the Contractor does not own or lease any automobiles used in connection

with performance under the Contract, but the Contractor does hire and/or utilize non-owned automobiles in connection with performance under the Contract, the Contractor must: (i) obtain Comprehensive Business Automobile Liability Insurance as required by this Contract, except that such insurance may be limited to liability arising out of hired and/or non-owned automobiles, as applicable; and (ii) attest to the fact that the Contractor does not own or lease any automobiles used in connection with performance under the Contract. If, however, during the term of the Contract, the Contractor acquires or leases any automobiles that will be used in connection with performance under the Contract, the Contractor must obtain Comprehensive Business Automobile Liability Insurance that meets all of the requirements of this section and provide proof of such coverage to TOWN OF HEMPSTEAD in accordance with the insurance requirements of the Contract.

3. **Data Breach and Privacy/Cyber Liability:** Contractors are required to maintain during the term of this Contract and as otherwise required herein, Data Breach and Privacy/Cyber Liability Insurance, including coverage for failure to protect confidential information and failure of the security of the Contractor's computer systems or the Authorized Users' systems due to the actions of the Contractor which results in unauthorized access to the Authorized User(s) or their data. Said insurance shall be maintained in the following limits:

Data Breach and Privacy/Cyber Liability	
Lot	Minimum Insurance Coverage
Lot 1 - Software	\$1,000,000
Lot 2 - Hardware	\$1,000,000

Data Breach and Privacy/Cyber Liability	
Lot	Minimum Insurance Coverage
Lot 3 - Cloud *	\$2,000,000
	\$5,000,000
	\$10,000,000
Lot 4 - Implementation	\$1,000,000

4. **Technology Errors and Omissions:** Contractors are required to maintain during the term of the Contract and as otherwise required herein, Technology Errors and Omissions Insurance. Said insurance shall be maintained in the following limits:

Technology Errors and Omissions	
Lot	Minimum Insurance Coverage
Lot 1 - Software	\$1,000,000

Lot 2 – Hardware	\$1,000,000
Lot 3 – Cloud *	\$2,000,000
	\$5,000,000
	\$10,000,000
Lot 4 – Implementation	\$1,000,000
<p>*See NYS-S14-002 Information Classification Standard or successor available at <a href="http://www.governor.ny.gov/press/2014/04/23/042314002">http://www.governor.ny.gov/press/2014/04/23/042314002</a> for additional information relating to risk categories. Contractor must maintain minimum insurance coverage for the level of risk for which Contractor provides Products and submit documentation in accordance with the terms of this Contract.</p>	

Said insurance shall provide coverage for damages arising from, but not limited to the following:

1. Consulting;
2. Data processing;
3. Programming;
4. System integration;
5. Hardware or software development;
6. Installation;
7. Distribution or maintenance;
8. Systems analysis or design;
9. Training;
10. Staffing or other support services; and
11. Manufactured, distributed, licensed, marketed or sold cloud computing services.

The policy shall include coverage for third party fidelity including cyber theft.

If the policy is written on a claims made basis, Contractor must submit to TOWN OF HEMPSTEAD an Endorsement providing proof that the policy provides the option to purchase an Extended Reporting Period ("tail coverage") providing coverage for no less than one (1) year after work is completed in the event that coverage is cancelled or not renewed. This requirement applies to both primary and excess liability policies, as applicable.

5. **Crime Insurance:** Contractors are required to maintain during the term of the Contract and as otherwise required herein, Crime Insurance. Said insurance shall be maintained in the following limits:

Crime Insurance	
Lot	Minimum Insurance Coverage
Lot 1 – Software	\$2,000,000
Lot 2 – Hardware	\$2,000,000
Lot 3 – Cloud	\$2,000,000
*	\$5,000,000
	\$10,000,000



Crime Insurance on a "loss sustained form" or "loss discovered form" providing coverage for Third Party Fidelity. In addition to the coverage above:

- The policy must allow for reporting of circumstances or incidents that might give rise to future claims.
- The policy must include an extended reporting period of no less than one (1) year with respect to events which occurred but were not reported during the term of the policy.
- Any warranties required by the Vendor's and Contractor's insurer as a result of this Contract must be disclosed and complied with. Said insurance shall extend coverage to include the principals (all directors, officers, agents and employees) of the Vendor and Contractor as a result of this Contract.
- The policy shall include coverage for third party fidelity, including cyber theft if not provided as part of Cyber Liability, and name the TOWN OF HEMPSTEAD as an Authorized User and their officers, agents, and employees as "Loss Payees" for all Third Party coverage secured. An Endorsement naming as Loss Payees the TOWN OF HEMPSTEAD as an Authorized User and their officers, agents and employees" shall be provided upon request. A blanket Loss Payee Endorsement evidencing such coverage is also acceptable. This requirement applies to both primary and excess liability policies, as applicable.
- The policy shall not contain a condition requiring an arrest and conviction.

6. **Workers' Compensation Insurance & Disability Benefits Coverage:** Sections 57 and 220 of the New York State Workers' Compensation Law require the heads of all municipal and state entities to ensure that businesses applying for contracts have appropriate workers' compensation and disability benefits insurance coverage. These requirements apply to both original contracts and renewals. **Failure to provide proper proof of such coverage or a legal exemption will result in a rejection of any contract renewal.** Proof of workers' compensation and disability benefits coverage, or proof of exemption must be submitted to TOWN OF HEMPSTEAD at the time of policy renewal, contract renewal and upon request. Proof of compliance must be submitted on one of the following forms designated by the New York State Workers' Compensation Board. **An ACORD form is not acceptable proof of New York State workers' compensation or disability benefits insurance coverage.**

Proof of Compliance with the Workers' Compensation Coverage Requirements:

- Form CE-200, *Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required*, which is available on the New York State Workers' Compensation Board's website ([www.wcb.ny.gov](http://www.wcb.ny.gov));
- Form C-105.2 (9/07), *Certificate of Workers' Compensation Insurance*, sent to TOWN OF HEMPSTEAD by the Contractor's insurance carrier upon request, or if coverage is provided by the New York State Insurance Fund, they will provide Form U-26.3 to TOWN OF HEMPSTEAD upon request from the Contractor; or
- Form SI-12, *Certificate of Workers' Compensation Self-Insurance*, available from the New York State Workers' Compensation Board's Self-Insurance Office, or Form GSI-105.2, *Certificate of Participation in Workers' Compensation Group Self-Insurance*, available from the Contractor's Group Self-Insurance Administrator.

Proof of Compliance with the Disability Benefits Coverage Requirements:

- Form CE-200, *Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required*, which is available on the New York State Workers' Compensation Board's website ([www.wcb.ny.gov](http://www.wcb.ny.gov));
- Form DB-120.1, *Certificate of Disability Benefits Insurance*, sent to TOWN OF HEMPSTEAD by the Contractor's insurance carrier upon request; or
- Form DB-155, *Certificate of Disability Benefits Self-Insurance*, available from the New York State Workers' Compensation Board's Self-Insurance Office.

An instruction manual clarifying the New York State Workers' Compensation Law requirements is available for download at the New York State Workers' Compensation Board's website, <http://www.wcb.ny.gov>. Once on the site, click on the Employers/Businesses tab and then click on Employers' Handbook.

- 10. Subcontractors:** Consultant shall not be entitled to subcontract the performance obligations provided herein to any other party without the prior written consent of Client, which shall not be unreasonably withheld, conditioned or delayed. Consultant shall not be allowed to assign any rights, except monies which may become due under this Agreement, without the prior written approval of Client, such approval not to be unreasonably withheld, conditioned or delayed.

Consultant shall be fully responsible for all acts and omissions of its subcontractors to the same extent that Consultant is responsible for the acts and omissions of persons directly employed by it. Nothing in this Agreement shall create any contractual relationship between any subcontractor and Client or any obligation on the part of Client to pay or to see the payment of any monies due any subcontractor.

- 11. Records to be kept by Consultant:** Consultant agrees to preserve and make available during normal business hours with reasonable advance notice all of its books and records relating to this Agreement for a period of at least five (5) years from the date of expiration or termination of this Agreement or for such longer period of time as may be required by law or regulation. All records produced, created, generated, or maintained by Contractor for Client are understood to be subject to the rules and regulations of the New York State Public Officers Law, Article 6 (a/k/a Freedom of Information Law) as well as the records retention rules enumerated in the Record Retention and Disposition Schedule MU-1 published by the State Archives and Records Administration and any other applicable state or federal law.

- 12. Force Majeure:** Neither party shall be liable to the other for any failure or delay in performance hereunder due to circumstances beyond its reasonable control including, but not limited to: acts of God; labor disputes; and governmental and judicial action not the fault of the party causing such failure or delay in performance. Upon receipt of notice of failure or delay in performance caused by the foregoing, performance time shall be considered extended for a period of time equivalent to the time lost as a result of any such delay. If either party is unable to continue to perform for a period of thirty (30) calendar days from the date such notice was issued, then either party may terminate this Agreement.

- 13. Non-Disclosure:** During the term of this Agreement, Client will have access to and become acquainted with Consultant's written and oral confidential and proprietary information. Such information shall not be disclosed by Client to any third-party without the prior written consent of Consultant, or as required by law subject to compliance with the procedure set forth in this Section.



During the term of this Agreement, Consultant will have access to and become acquainted with Client's written and oral confidential and proprietary information. Such information shall not be disclosed by Consultant to any third-party without the prior written consent of Client, or as required by law subject to compliance with the procedure set forth in this Section.

The following information shall not be considered confidential and proprietary information for the purposes of this Agreement: information previously known when received from the other party; information freely available to the general public; information which is now or hereafter becomes publicly known by other than a breach hereof; information which is developed by one party independently of any disclosures made by the other party of such information; or information which is disclosed by a party pursuant to subpoena or other legal process and which as a result becomes lawfully obtainable by the general public.

If either party is confronted with legal action or believes applicable law requires it to disclose any portion of the other party's confidential and proprietary information protected hereunder, that party shall promptly notify and assist the other (at the other party's expense) in obtaining a protective order or other similar order, and shall thereafter disclose only the minimum of the other party's confidential and proprietary information that is required to be disclosed in order to comply with the legal action, whether or not a protective order or other order has been obtained.

The parties acknowledge that a breach of the provisions of this Section will result in immediate irreparable harm to the aggrieved party, and the aggrieved party shall be entitled to immediate temporary, preliminary, and permanent injunctive or other equitable relief.

- 14. Dispute Resolution:** Any dispute, disagreement, claim or controversy between the parties arising out of or relating to this Agreement (the "Disputed Matter") shall be resolved by mutual agreement by first having the Project Manager for Consultant and the Project Manager or Project Leader for Client meet to endeavor to resolve such dispute. If a resolution to such dispute does not occur during such meeting or within three (3) business days thereafter, the parties agree to elevate the dispute to a meeting of the Client's Project Steering Committee. If a resolution of such dispute does not occur during such meeting or within five (5) business days thereafter, the parties agree to elevate the dispute to the Vice President or President level of Consultant and Client's Chairman of the Executive Committee. If either of the representatives at this level concludes, after a good faith attempt to resolve the Disputed Matter, that amicable resolution through continued negotiation does not appear likely, then, the parties agree to try in good faith to settle the Disputed Matter by mediation under the Commercial Mediation Rules of the American Arbitration Association. No formal proceedings for the judicial resolution of such Disputed Matter, except for the seeking of equitable or injunctive relief, may begin until this dispute resolution procedure is completed. If any such Disputed Matter cannot be settled by mutual agreement as described hereinabove, the parties may decide to enter into binding arbitration or seek legal or equitable remedies.
- 15. Non-Discrimination:** Consultant agrees that it will not discriminate against any person(s) because of age, ancestry, race, color, creed, marital status, political affiliation, religion, disability, national origin, citizenship, sex or sexual orientation.
- 16. Notice:** Any notice hereunder by one party to the other party shall be given in writing by personal delivery, facsimile, regular mail, overnight mail, or certified mail with proper postage, to the party at the address designated in this Agreement. Any notice shall be effective on the date it is received by the addressee. Either party may change its address for notice purposes by giving the other party notice of such change in accordance with this paragraph.

Notices shall be addressed as follows:

**CLIENT:**

Town of Hempstead  
Arthur Primm, Commissioner  
One Washington Street  
Hempstead, NY 11550

Copy to: Joseph J. Ra, Town Attorney  
Town of Hempstead  
One Washington Street  
Hempstead, NY 11550

**CONSULTANT:**

CherryRoad Technologies Inc.  
301 Gibraltar Drive, Suite 2C  
Morris Plains, NJ 07950  
Attn: Barbara M. Robinson  
Phone: (973) 541-4212  
Fax: (973) 541-2545

**17. Waiver or Modification of Agreement:**

- a) Both parties understand and agree that any and all changes and modifications to the terms and conditions of this Agreement shall be by mutual written agreement of both parties.
- b) No waiver or modification of this Agreement or of any covenant, condition or limitation contained herein shall be valid unless it is reduced to written form and duly executed by the parties. No evidence of any waiver or modification of the terms herein shall be offered or received into evidence in any proceeding, mediation, arbitration, or litigation between the parties arising, in any manner, out of this Agreement, unless such waiver or modification is in writing and duly executed by the parties.
- c) No waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement nor as a waiver of any other default, breach, condition precedent, or any other right hereunder.

**18. Governing Law:** The validity, performance and enforcement of this Agreement shall be governed by and be construed in accordance with the laws of the State of New York, without regard to the conflicts of law rules thereof and the state courts or the federal courts of New York shall have exclusive jurisdiction and venue over the parties with respect to any dispute or Disputed Matter arising under this Agreement. By signing this Agreement, each party consents to personal jurisdiction in state and federal courts located in New York and agrees to not raise any defense to same.

**19. Non-Solicitation of Employees:** Consultant and Client agree that neither party shall directly or indirectly solicit for employment any employee of the other party. This clause shall remain in effect during the term of this agreement and for a period of one year after the termination of this agreement, unless prior written consent of the other party is first obtained.

- 20. Independent Contractor Status:** Client expressly acknowledges that Consultant is an "independent contractor," and nothing in this Agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing Client to exercise control or direction over the manner or method by which Consultant or its subcontractor performs hereunder. Client shall neither have nor exercise any control or direction over the methods by which the Consultant shall perform its work and functions other than as provided in this Agreement. No party shall have the authority to bind the other or otherwise incur liability on behalf of each other.
- 21. Change Orders:** Modifications to the Statement of Work shall be mutually agreed upon in writing between the parties and will be governed by the terms and conditions of this Agreement. Changes in scope may be dealt with on a time and materials basis using rates consistent with the roles identified in Exhibit A and may result in the issuance of a Change Order by Client. Consultant shall not be obligated to provide the work required by the change in the Statement of Work until such time as the Change Order, if needed, is agreed to in writing by both Consultant and Client.
- 22. Severability:** A determination for any reason that any provision of this Agreement is void, invalid or unenforceable by a court of appropriate jurisdiction shall not affect the enforceability or validity of any other provision of this Agreement or the whole of this Agreement, but such term(s) or provision(s) shall be deemed modified to the extent necessary. The parties shall cooperate and use their best efforts to amend this Agreement in such a way as to confer upon the parties (to the greatest extent possible) the benefits and rights which they would have possessed under the Agreement as a whole, had the invalidated provisions remained in effect. Failing such agreement by the parties, the Agreement shall be construed by the court (to the greatest extent possible) in such a way as to confer upon the parties the benefits and rights which they would have possessed under the Agreement as a whole, had the invalidated provision(s) remained in effect.
- 23. Headings or Captions:** The paragraph headings or captions used in this Agreement are for identification purposes only and do not limit or construe the contents of the paragraphs.
- 24. Limitation on Liability:** EXCEPT WITH RESPECT TO THE INDEMNIFICATION AND NON-DISCLOSURE OBLIGATIONS SET FORTH HEREIN AND NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOST REVENUES OR OTHER MONETARY LOSS, ARISING OUT OF OR RELATED TO THIS AGREEMENT AND ANY ACTIONS OR OMISSIONS WITH RESPECT THERETO, WHETHER OR NOT ANY SUCH MATTERS OR CAUSES ARE WITHIN A PARTY'S CONTROL OR DUE TO NEGLIGENCE OR OTHER FAULT ON THE PART OF A PARTY, ITS AGENTS, AFFILIATES, EMPLOYEES OR OTHER REPRESENTATIVES, AND REGARDLESS OF WHETHER SUCH LIABILITY ARISES IN TORT, CONTRACT, BREACH OF WARRANTY OR OTHERWISE. ANY LIABILITY INCURRED BY CONSULTANT IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO ALL FEES AND EXPENSES PAID BY CLIENT TO CONSULTANT UNDER THIS AGREEMENT.
- 25. Work Products:** Consultant shall grant Client, upon full payment, including all retainage, a perpetual, irrevocable, non-assignable, non-exclusive license to all work product and deliverables created by Consultant for Client under this Agreement ("Work"). Consultant shall acquire no rights in any property or information of Client or licensors of Client, except as otherwise expressly provided in this Agreement.

Further, Consultant will retain ownership of all knowledge, techniques, procedures, routines, templates and methods which have been developed by Consultant in its regular course of business

and not for specific use in performance of this Contract, and used in the provision of services ("Consultant Tools"). Consultant shall grant Client, upon full payment, including all retainage, a perpetual, irrevocable, non-assignable, non-exclusive license to all Contractor Tools that Consultant embeds in or provides with any Work or that are otherwise used in connection with the Services.

- 26. Point of Contact:** Should an occasion arise wherein a management decision is necessary to proceed, Client's Project Manager shall serve as the Client point of contact on all matters to be reviewed and considered.
- 27. Term of Agreement:** This Agreement shall continue for a term of five years from the date this Agreement is executed by both parties unless otherwise terminated in accordance with the terms herein. The term may be extended by mutual written agreement of the parties.
- 28. Entire Agreement:** This Agreement, together with the exhibits constitutes the entire agreement between the parties hereto and is a complete and exclusive statement, and all prior agreements, discussions and understandings are merged herein.
- 29. Binding Effect:** Each party, and each person signing on behalf of a party, represents and warrants that it, he or she has full legal capacity and authority on its own behalf and on behalf of its predecessors, successors, and assigns heretofore and hereafter, to enter into and perform the respective obligations under this Agreement without any additional consent or approval. In addition, each of the parties hereby agrees, represents and warrants that the execution, delivery and performance of this Agreement do not conflict in any material respect with or constitute a material breach or material default under the terms and conditions of any material documents, agreements or other writings to which it is a party. This Agreement shall be binding upon, and inure to the benefit of the parties hereto, their representatives, employees, agents, independent contractors, successors and assigns.
- 30. Counterparts:** This Agreement may be executed in one or more counterparts. All executed counterparts, each of which shall be deemed an original and all such counterparts shall constitute one and the same instrument.
- 31. Participation by Other Local Government Agencies:** Consultant agrees to allow other government entities or agencies to purchase services pursuant to the terms and conditions of this Agreement if such agencies are authorized, by law or their governing bodies, to execute such purchases. Client shall not be a party to such purchases and assumes no liability or responsibility associated with such purchases.
- 32. CherryRoad/Oracle CSA:** The CherryRoad/Oracle Public Sector Cloud Service Agreement ("CSA") executed between Client and CherryRoad Technologies ("CherryRoad") and attached hereto as Exhibit B is hereby incorporated by reference and forms a part hereof. The terms and conditions of the CSA shall govern any Cloud Services or Professional Services (both as defined in the CSA) ordered by Client through the CSA. Except where such refers to Oracle's intellectual property rights, all references in the CSA to Oracle shall be deemed references to Consultant for purposes of this Agreement. The CSA terms and conditions shall take precedence in the event of a conflict with the terms and conditions of this Agreement including any exhibits. Consultant may amend the CSA at any time which shall be incorporated herein. For the avoidance of doubt, Consultant shall invoice Client for Cloud Services and Client agrees to remit payment to Consultant for submitted invoices within thirty (30) days of receipt of invoice. Any additional Cloud Services that Client wishes to purchase shall be incorporated into an amendment to this Agreement.
- 33. Cloud Services Ordering Document:** The Cloud Services Ordering Document is attached hereto as Exhibit C and its terms are fully incorporated herein. All references to Oracle shall mean Oracle

America, Inc. All references to CherryRoad shall mean CherryRoad Technologies Inc., the Consultant herein. All references to "you," "your" or "end-user" shall mean the Client herein.

**34. ADP GMSA:** The Global Master Services Agreement ("GMSA") executed between the Client and ADP is attached hereto as Exhibit D and is hereby incorporated by reference and forms a part hereof. The terms and conditions of the GMSA shall govern any services provided by ADP ("ADP Services") and ordered by Client through the GMSA. Regarding ADP Services, the GMSA shall take precedence over any conflicting terms in an order, any change order or any other agreement between the parties.

All rights given to ADP under the GMSA shall also be rights given to Consultant. All obligations of the Client to indemnify ADP in the GMSA shall also be an obligation of the Client to indemnify Consultant under the same terms and conditions. Consultant's warranties are limited to those warranties made by ADP in the GMSA. Consultant's limit on liability for all damages arising out of or related to any ADP Services whether in contract or tort, or otherwise, shall be limited in the same manner that ADP's liability is limited in section 7 of the GMSA. Any notification required to be given by the Client to ADP under the GMSA shall also be required to be given by the Client to Consultant.

All rights given to ADP under the GMSA shall also be rights given to Consultant. All obligations of the Client to indemnify ADP in the GMSA shall also be an obligation of the Client to indemnify Consultant under the same terms and conditions. Consultant's warranties are limited to those warranties made by ADP in the GMSA. Consultant's limit on liability for all damages arising out of or related to any ADP Services whether in contract or tort, or otherwise, shall be limited in the same manner that ADP's liability is limited in section 7 of the GMSA. Any notification required to be given by the Client to ADP under the GMSA shall also be required to be given by the Client to Consultant.

For the avoidance of doubt, Consultant shall invoice Client for the ADP Services and Client agrees to remit payment to Consultant for submitted invoices within thirty (30) days of receipt of invoice. Any additional ADP Services that Client wishes to purchase shall be incorporated into another Change Request.

If Client terminates any ADP Services or the GMSA in whole or in part for convenience, Client will pay Consultant the following amount: (1) if such termination occurs during the implementation of ADP Services, Client will pay Consultant for the implementation services at Consultant's then current hourly labor rates and reimburse Consultant for any license fees or other costs incurred in connection with such implementation services; and (2) if such termination occurs after the go-live date for the ADP Services, Client will reimburse Consultant for its costs (including unamortized investments and any costs incurred that have not been recovered from fees charged) associated with the termination of the ADP Services as set forth in the chart below, which provides the unrecovered costs as a percentage of the estimated aggregate ongoing fees for the ADP Services as of the effective date during each year of the GMSA:

Year	1	2	3
Percent of Estimated Aggregate Ongoing Fees as of the GMSA Effective Date	25%	17%	8%

Agreed to by:

**CHERRYROAD TECHNOLOGIES INC.**

**TOWN OF HEMPSTEAD**

*Lisa Druckman*  
(Signature)  
**Lisa Druckman**  
**Vice President Finance**  
\_\_\_\_\_  
(Name & Title)  
5/30/18  
\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Name & Title)  
\_\_\_\_\_  
(Date)



**EXHIBIT A  
STATEMENT OF WORK**



# **Town of Hempstead**

## **Implementation Statement of Work**

**May 23, 2018**





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## 1. Section 1: Background and Overview of Project

The Town of Hempstead (“the Town”) encompasses an area of 142.6 square miles within the County of Nassau on the south shore of Long Island. It is bounded by the City of New York to the west, the Town of North Hempstead to the north, the Town of Oyster Bay to the east, and the City of Long Beach and the Atlantic Ocean to the south. The Town is the most populous town in the State, with a population of 759,757 according to 2010 census data. The Town accounts for approximately 57% of the total population of the County and 41% of the land area of the County. Located within the Town are 22 incorporated villages, and 50 unincorporated areas.

The Town of Hempstead desires to enter into a single contract with a qualified Provider, who will partner with software vendor(s) to provide a state of the art integrated solution. The Provider will provide design, business process re-engineering, software implementation services, and ongoing hosting and applications maintenance support that will allow the Town to improve the user experience while providing a foundation for future business growth and low total cost of ownership (TCO).

The current core systems and platforms are reaching end-of-life and no longer meet the Town’s needs. Each of the functional areas has their own point solutions as a result of which systems are not fully integrated. Data is entered in multiple systems multiple times and a lot of time is spent in reconciliation of data. Many forms are still paper-based and vary across departments. The Town has automated parts of business processes, and then switches to manual, paper processes with limited visibility of workflow.

### 1.1. Project Criteria for Success

With this project, Hempstead aims to improve business processes, gain efficiencies, simplify and standardize use of systems, and install core public sector ERP functionality.

The following are business goals and objectives for the new ERP solution:

- Enhance business functionality and application solution capabilities to address desired objectives across Town departments and functions.
- Address end-of-life systems/platforms and point-solutions to increase confidence, stability and usability.
- Achieve an “affordable” level of functionality for the ERP solution to support the Town’s needs today, and allow the Town to adopt additional functionality over time.
- Integrate/interface Town systems and standardize business processes.
- Enable more effective and optimized Town resource management.
- Optimize the transformation potential of ERP through organizational change management best-practices and “usability” requirements.



## 1.2. Project Scope

The project scope includes all tasks necessary for delivering the overall project criteria for success, implementation of the scope identified in this section and as identified by the functional requirements (Appendix 1) consistent with the roles and responsibilities outlined in this SOW. The following core business functions will be implemented in the new ERP solution.

- Human Capital Management
  - Personnel Information Management
  - Personnel Actions
  - Position Management
  - Benefits
  - Self Service
  - HR Reporting and Analytics
  - Recruiting
  - Hiring
  - Onboarding
  - Exit Process
  - Workforce planning/Forecasting
  - Workforce Scheduling
  - Time & Attendance
  - Absence/Leave Management
  - Labor Relations
  - Compensation Planning
  - Payroll
  - Worker's Compensation
  - Assistance/Counseling Management
  - Drug & Alcohol Program
  - Worker Complaint/Grievance Management
  - Workplace Violence
  - EEO/ADA
  - Qualifications/Skills Management
  - Learning/Training Management
  - Performance Management
  - Succession Management
- Finance
  - Accounts Payable
  - Accounts Receivable
  - GL& Chart of Accounts
  - Fixed Assets/Asset Accounting
  - Budgeting & Planning
  - Finance and Regulatory Reporting
  - Treasury and Cash Management
  - Project Accounting/Grant Management



- Procurement
  - Purchasing
  - Inventory Management
  - Vendor Management
  - Contract Management

The Town will be deploying and implementing these functions using an Oracle SaaS/Cloud based solution.

### **1.2.1.Functional/Module Scope**

The functional/module scope of the project includes the software modules defined above as defined by the implementation of features necessary to satisfy the functional requirements as included in Section 11.4 Exhibit 4 - Functional Requirements unless otherwise stated in this Statement of Work. The application modules in scope for implementation under this Statement of Work are identified in the Oracle Cloud Services Ordering Document included as Section 11.7 Exhibit 7 – Oracle Cloud Services Ordering Document.

### **THIRD-PARTY PRODUCTS/APPLICATIONS**

The following third-party products/applications will be incorporated into the overall implementation of the new ERP system. Integration with the products listed below (if applicable) is included in scope.

- **Vertex** – Oracle Payroll Cloud Service in the United States includes delivery of the required Vertex Tax Calculation Module. This is used for the payroll process and is included with the software. Separate software licensing is not required.
- **ADP** – ADP is utilized for filing payroll taxes and for W-2 services. A separate license agreement is required for ADP.

### **1.2.2.Organizational Scope**

All organizations/departments in the Town that interact with or are impacted by the new ERP system will be included in the scope of the project.

### **1.2.3.Data Conversion Scope**

#### **Conversion Data**

The scope of data to be converted for the Town’s ERP System is defined in summary form below in Table 1. Specific discussion of the respective roles between the Town and CherryRoad regarding conversion efforts are included in Section 4.2.4.1, Implementation Task Roles and Deliverables/ Milestones in this SOW.

**Town of Hempstead, NY**  
**Enterprise Resource Planning (ERP) System and Implementation Services**  
**STATEMENT OF WORK (SOW)**



CherryRoad Implementation Schedule - Hempstead ERP/HCM

FISCAL YEAR: 1/1 - 12/31	2018							2019												2020			
	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb		
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20			
Phase I - ERP/Financials	█	█	█	█	█	█	█																
Phase II - Budgeting					█	█	█	█	█	█	█	█	█										
Phase IIIa & IIIb - HCM										█	█	█	█	█	█	█	█	█	█	█	█		
Extended Support																					█		
Project Manager	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	20.00	
Client Manager	16.00	16.00	8.00	8.00	8.00	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	33.05
Change Management Specialist								0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	3.00
<b>Phase I - ERP/Finance</b>																							
Functional Lead Analyst - Financials GL, AP	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00												11.00
Functional Lead Analyst - Procurement/Procure, Contracts/Supplier	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00												12.00
Consultant - Projects Contract Billing/Resource Mgt./Grants	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.50												10.50
Consultant - Inventory/OM	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00												10.50
Consultant - AR/Cash Mgt./Expenses		1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.50												9.50
Tech Lead Analyst - Conversion/Interfaces		1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00													9.00
Train-the-Trainer and End-User Training							1.00	1.00	1.00	1.00													4.00
<b>Phase II - Budgeting</b>																							
Functional Lead Analyst - Budgeting					1.00	1.00	1.00	1.00	1.00	1.00	0.50												6.50
Functional Lead Analyst - Budgeting					1.00	1.00	1.00	1.00	1.00	1.00													6.00
Consultant - COE/Conversion/Interfaces						1.00	1.00	1.00	1.00	1.00	0.25												5.25
End User Training											0.25												0.25
<b>Phase IIIa - Core HCM</b>																							
Functional Lead Analyst - HCM Base, Workforce Comp									1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	12.00
Functional Lead Analyst - Payroll/OL									1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	12.00
Functional Lead Analyst - Benefits									1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.50	11.50
Tech Lead Analyst - Fast Formulas/Conversion/Interfaces											1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00		9.00
Tech Lead Analyst - Conversion/Interfaces															0.50	1.00	1.00	1.00	1.00	1.00			4.50
Train-the-Trainer and End-User Training (Including IIIb)																1.00	1.00	1.00	1.00	0.25			4.25
<b>Phase IIIb - Remaining HCM</b>																							
Consultant - Learning Management																1.00	1.00	1.00	1.00	0.90			4.90
Consultant - Career Devel./Talent Review & Succession Planning																1.00	1.00	1.00	1.00	0.50			4.50
Consultant - Conversion/Interfaces																1.00	1.00	1.00	1.00				4.00
Initial HIPAA Installation																0.75	0.75	0.75	0.75				3.00
<b>ERT IMPLEMENTATION SERVICES</b>																							
	21.00	23.00	7.50	7.10	9.10	10.05	11.05	11.30	14.30	14.55	9.55	5.30	5.30	5.30	5.80	11.05	11.95	11.05	11.05	4.80			208.80

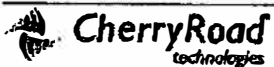






Table 1 includes all of the conversion requirements identified in our proposal. In addition, we have included specific additional data conversion requirements that were not identified in the RFP which are necessary for the Fusion Cloud Service applications to effectively operate. We have also included comments where necessary to clarify CherryRoad's position on particular conversions.

Conversion scope is limited to 2 years of historical financial account year-ending balances, and all HR and Payroll historical data, unless the Town can demonstrate and CherryRoad agrees that converting additional years of historical HR and Payroll data will not materially impact the implementation plan and timeline. Vendor master data is not in scope and will be recreated using the Supplier Portal.

Table 1. Data to be Converted

ERP			
	GL - COA values, attributes and roll-up		
	GL - Fund level balance sheet account balances from existing systems at the point of conversion		
	GL - Accounts and Balances	Open Items for Current Calendar and Fiscal Year	
	GL - Bank Information	Current bank accounts	
	AP - Vendors	Active (Could be maintained by Purchasing)	
	AP - Invoices	Open	
	AP - Vendor total payments	Current Fiscal Year	
	AR - Customers	Active for current Fiscal year	
	PO - Encumbrances	Open Items for Current Fiscal Year	
	PO - Requisitions	All (Open and Closed) within the Current Fiscal Year	Closed Requisitions should not be converted. Open Requisitions should not be converted if conversion is on fiscal year boundary. Balances converted will reflect pre-encumbrances.
	PO - Purchase Orders	All (Open and Closed) within the Current Fiscal Year	Closed Pos should not be converted.
	PO - Vendor Commodity Lists		
	PO - Miscellaneous Purchasing Codes		
	BUD - Budget Balances	All approved budget balances and budget accounts for each department for the fiscal year	
	BUD - Revenue and Expenditures, including transfers and projects.	Current Fiscal Year	
	BUD - Budget Detail and Transactions	Current Fiscal Year and Future Year depending on timing of go live	
	Capital Assets - Asset Records	Active Assets	



	P&G - Projects and Grants Information	Active projects and grants	
	INV - Inventory Balances	Town-Wide inventory balances	
<b>HCM</b>			
	Locations	The conversion of work structures will include the conversion of all work site locations with addresses within Town.	
	Employees/Positions for Approvals	Active employees	
	Organizations	The conversion of Organizations will focus on a review and, if necessary, a clean-up from the Oracle Financials conversion to ensure all Organizations related to Positions, are properly classified.	
	Jobs	The Job conversion will consist of jobs for Town. Associated with this conversion will be EEO information.	
	Positions	The conversion of Position information will include the Organization, Job, FTE, Head Count and work hours.	
	Employee Demographics	All currently active employees and retirees who are paid out of Town's existing payroll system at the point of conversion are converted over to Oracle HR.	
	Employee Contacts/Beneficiaries	Contacts and/or Beneficiaries for HR/Payroll conversion will include the following demographics, at a minimum.	
	Addresses	For both Employees and Contact/Beneficiaries, an Address file will need to be created. This will be loaded to the address tables. Multiple Addresses may exist for each employee or contact/beneficiary.	
	Phones	For both Employees and Contacts/Beneficiaries, a Phone file will need to be created. This will be loaded to the phone tables. Multiple Phones may exist for each employee or contact/beneficiary.	
	Employee Assignments	Employee assignments will be converted to meet the needs of the new Oracle system. The employee assignment will be the identifier for processing the payroll and establishing the hourly rates/salary for each employee.	
	Employee Records	Active, also Inactive in the Current Calendar Year, Retirees	
	W4 Data	W-4 Data will include both Federal and State withholding status, number of exemptions, and any additional taxes withheld.	
	Payment Information	Payment Information will include any direct deposit information as well as any third-party payment information, such as bank name, bank address, and account information (which may be multiple). Payroll records including hours worked for Calendar Year plus December of prior year for ACA 10952 reporting. Active employees; also Inactive Employees in the Current Fiscal Year.	Note historical pay records and information required for current day-to-day operations only are included in scope.



	Costing Information	Costing Information is tied to the assignment level of an employee. Costing information will indicate when the default cost for the employee is to be charged. The valid segments that will be tracked at the Assignment Level.	
	Elements	Earnings and Deductions - Earning and Deductions will consist of all recurring elements associated with an employee. This will include recurring earnings and deductions elements and all sub-category structures.	
	Competencies, Qualifications and Certifications	If Town elects to convert Employee Training records, Competencies and Qualifications for those classes and/or employees may be converted as well. Certifications are needed for pay differentials.	
	Personnel Validations	Required for Active employees	Note historical evaluations required for current performance evaluations only are included in scope.
	Grade/Step Tables	Grade/Step tables will be created to define Town's salaries and hourly rate structures. These tables must be associated to the employee assignment record. Active.	
	Special Information Types	Several Special Information Types (SITs) will most probably be used by Town and will also need to be converted. SITs are organization definable and are used to track additional information as defined by Town.	
	Accrual Balances	Accrual balances for sick, vacation and comp plans will be converted as of the last payroll in Town's current HR/Payroll system. Once these balances are extracted, they will be loaded to each individual employee as initial balances for the Oracle System. For all active employees.	
	Approval Hierarchy	The routing of timecards and who will approve them will need to be converted/established as Approval Groups.	
	Timekeeper Groups	Groups of employees and who will have access to those groups of employees will need to be converted/established.	
	Assignment Time Information	For all employees who are entering time, you must create a record for the Assignment Time Information. This record will associate the employee to a rotation plan, earning policy, shift differential policy and an hour deduction policy.	



	Benefit Enrollment	Benefit Plans that employees are enrolled in as of the last payroll process in Town's existing HR/Payroll system will be converted as part of the Oracle System. The conversion process will emulate the enrollment process to allow for full process thru the benefit plan validation process. Active, Retirees and Dependents; also Inactive employees for the Calendar Year.	
	Dependent Enrollment	As part of the Benefit Enrollment, the benefit plans need designation as to which dependents are covered under each plan.	

**Conversion Approach**

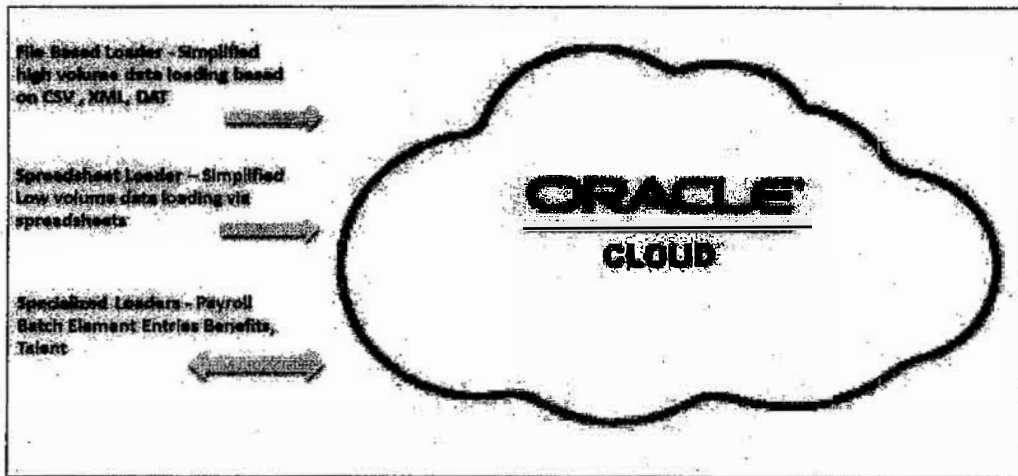
The Town of Hempstead's ERP System conversion process will consist of loading various Oracle tables in ERP System. Much of the data to be loaded will be derived from existing legacy applications and/or other department shadow and stand-alone systems. Other information to be loaded may be new to the Town of Hempstead (e.g., new approval hierarchy in Purchasing) and will be defined during the subsequent stages of the project.

There will be two primary methods used for loading the Town of Hempstead ERP System tables:

- **Manual Conversion** – Where data will be manually loaded by using the standard ERP System forms and screens for entry. Manual conversion will typically be used in the following situations:
  - Volume of data to be converted is low.
  - Data is not available in an electronic form.
  - The complexity of developing an automated conversion program is such that automated conversion is not practical or cost effective.
- **Automated Conversion** – Where data is loaded using a specialized program that processes, formats, and loads existing data available in an electronic form.

For automated Conversions to be developed, conversion will include the following key activities:

- Conversion Specifications and Design where all required automated conversion programs are designed, and processing specification documented.
- Conversion Development where interfaces and automated conversions programs or spreadsheet templates are developed.
- Conversion Testing where interfaces and automated conversion processes are unit tested with test data.



Standard Oracle tools will be utilized to support Conversions including include:

- **File Based and Spreadsheet Loader** – File Based Loader or Spreadsheet Loader as a powerful and efficient method of importing bulk data into Oracle Cloud Applications. The upload process can be scheduled to reduce manual intervention in the integration process. In addition, File Based Loader and Spreadsheet Loader leverage the core business objects that serve as the foundation for the Cloud solution – meaning that all edits, business rules and validation logic that an online user would be subject to also govern all data being loaded into the Cloud Applications as well. Spreadsheet Loader allows business users to work with data within a familiar Excel format and upload bulk data into the system.

In the case of all automated conversions, an initial run of the conversion is first made several times into the Development environment where converted data is verified and reconciled. After a successful conversion run in Development, a final conversion run is made into the Test Database where the conversion will be verified and reconciled by the Town of Hempstead before being run in the Production environment just prior to go live.

### Historical Conversions

For historical data associated with Hempstead’s existing systems, the following guidelines will apply:

- Only historical data needed to support the normal, day to day operations in the new ERP System will be converted.
- Conversion scope is limited to 2 years of historical financial account year-ending balances, and all HR and Payroll historical data, unless the Town can demonstration and CherryRoad agrees that converting additional years of historical HR and Payroll data will not materially impact the implementation plan and timeline. Vendor master data is not in scope and will be recreated using the Supplier Portal.



- Historical transactions that are needed for research and reporting can be addressed using a variety of different approaches:
  - Retain the existing applications with history for inquiry and reporting only
  - Migrate the historical transaction data to a separate Data Warehouse
  - Use other cost effective technologies for view only access to historical data

### **Conversion Responsibilities**

The Town's key responsibilities for data conversion will include:

- Assist CherryRoad staff in understanding current legacy system conversion requirements.
- Supporting the CherryRoad Conversion Design efforts.
- Reviewing automated File Loader, Spreadsheet Loader and Extract processes and template prepared by CherryRoad and mapping conversion source data to the templates provided.
- Extracting required conversion data from legacy systems and populating the conversion spreadsheets and/or creating a conversion file in the format desired by the File Loader processes.
- Assisting CherryRoad in testing all automated conversions.
- Completing all data cleansing and manual conversion activities.
- Conducting conversion reconciliation and verification.
- Completing all conversion activities by the date specified in the project plan. Completion of the data conversions is a critical path item. Missing the conversion completion date may result in a change request.

CherryRoad's key responsibilities for data conversion will include:

- Providing the data conversion templates to the client
- Explaining the templates and fields contained in the templates and helping with mapping questions
- Loading the client supplied files into the Cloud system
- Testing the data once loaded into the cloud

### **1.2.4. Interfaces Scope**

#### **Anticipated Interfaces**

The scope of data to be converted for the Town's ERP System is defined in summary form below in Table 2. Specific discussion of the respective roles between the Town and CherryRoad regarding conversion efforts are included in Section 4.2.4.1, Implementation Task Roles and Deliverables/Milestones in this SOW.



Table 2. Interfaces Scope

Purchasing	E-Procurement System	Interface to purchasing related information from E-Procurement system (TBD)
Utilities	Water Department Billing	General Ledger Interface to record revenue
	Sanitation Department Billing	General Ledger Interface to record revenue
Tax	Great Plains	General Ledger Interface to record revenue
	Harris	General Ledger Interface to record revenue
Department Systems	Public Safety Workforce Scheduling	Interface to HCM
	Public Safety Ticketing System	
	Fuel Master	
NYS Interfaces	NYS e-Justice	Background Checks – interface to HCM
	NY State Pension/ Retirement System	Interface from Payroll and HCM
	NY State Civil Service	Exam results and reporting – interface to Talent Acquisition/HCM Cloud
	Department of Motor Vehicles (LENS)	Driver's license status – interface to HCM Cloud
	Medical and Benefits providers (e.g., Healthplex, Progressive)	Interfaces from HCM Cloud to each Benefit Provider
	Annual Financial Report Filing Software	Interface from Oracle G/L and/or Report/XML interface
	NY State Grant Porthole System	Interface to/from Oracle Grants for Grant applications
	NYSHIP (NYBEAS)	Health Insurance Benefits interface
	Alere Escreen	Drug Test Administration – interface to HCM Cloud
	NY State Dept. of Labor	Interface to support DOL reporting requirements
	Civil Service Employee Association (CSEA)	Interface for labor union



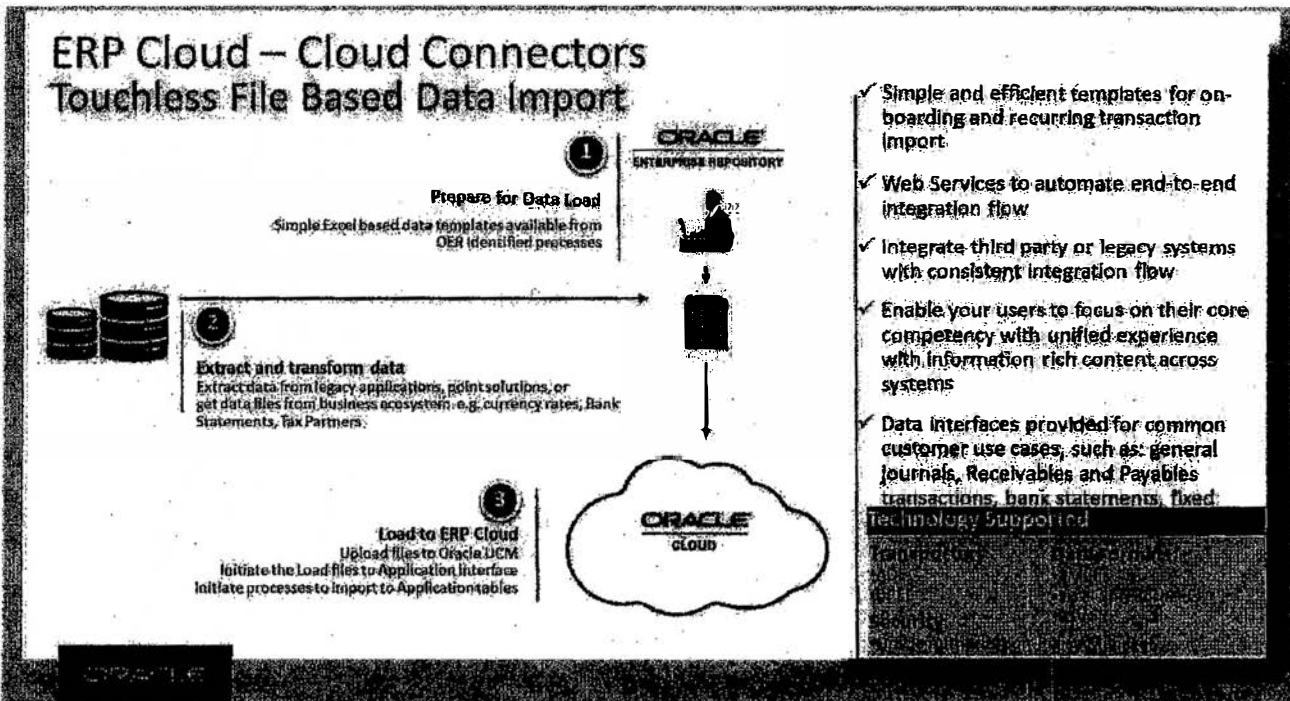
## Interfaces/Integration Approach

Oracle offers multiple ways for customers to integrate Oracle Cloud applications with existing infrastructure and information technology assets, whether integrations call for real-time or batch interaction.

- **Inbound Integration** – For moving data into the Oracle Cloud, Oracle offers two simple solutions, File Based Loader and Spreadsheet Loader. These solutions allow for error correction and support the same common set of objects that are required for integration.
- **Outbound Integration** – To export data from the Oracle Cloud, Oracle offers two solutions, HCM/Financial Extracts and Oracle Transactional Business Intelligence (OTBI).
- **Web Services** – Oracle Cloud supports the use of Web Services to provide a standardized way of integrating Cloud services with other disparate application systems. Atom feeds provide notifications of Oracle Fusion HCM and FSCM events and are tightly integrated with REST services.

## Integration/Interfaces Approach and Tools

The Oracle applications and technology provide, out-of-the-box, a variety of tools for simplifying and standardizing the interface process for Oracle Cloud Applications. Oracle offers the Town of Hempstead multiple ways to integrate Oracle Cloud Applications with their existing infrastructure and information technology assets, whether integrations call for real-time or batch interaction.







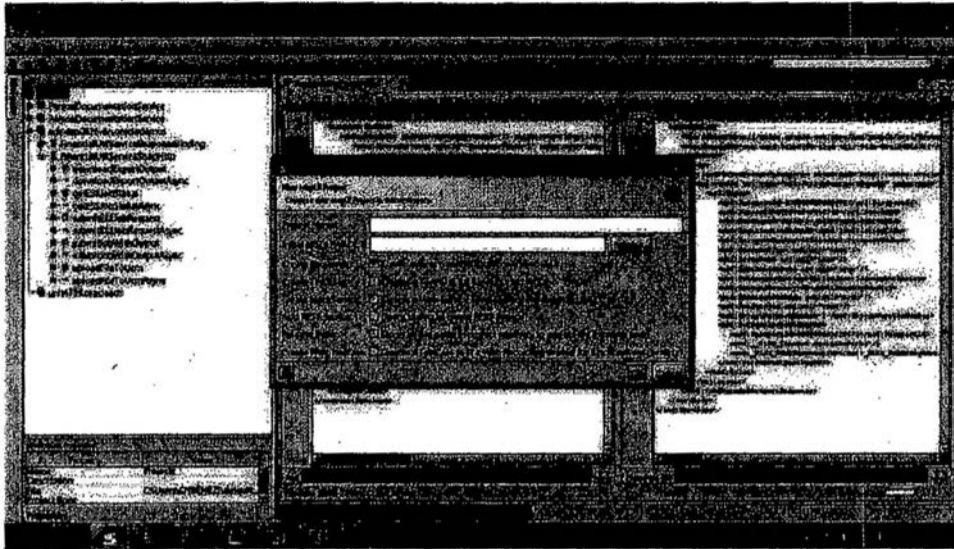
File Based Loader or Spreadsheet Loader is a powerful and efficient method of importing bulk data into Oracle Cloud Applications either for conversion purposes or to support interfaces into the Oracle Cloud Applications. The upload process can be scheduled to reduce manual intervention in the integration process. In addition, File Based Loader and Spreadsheet Loader leverage the core business objects that serve as the foundation for the Cloud solution – meaning that all edits, business rules, and validation logic that an online user would be subject to also govern all data being loaded into the Cloud Applications as well. Spreadsheet Loader allows business users to work with data within a familiar Excel format and upload bulk data into the system.

ID	Name	Type	Start Date	End Date	Value 1	Value 2
204	204-01-01-01	Oracle	2014-01-01	2014-01-01	1000	1000
204	204-01-01-02	Oracle	2014-01-01	2014-01-01	1000	1000
204	204-01-01-03	Oracle	2014-01-01	2014-01-01	1000	1000
204	204-01-01-04	Oracle	2014-01-01	2014-01-01	1000	1000
204	204-01-01-05	Oracle	2014-01-01	2014-01-01	1000	1000
204	204-01-01-06	Oracle	2014-01-01	2014-01-01	1000	1000
204	204-01-01-07	Oracle	2014-01-01	2014-01-01	1000	1000
204	204-01-01-08	Oracle	2014-01-01	2014-01-01	1000	1000
204	204-01-01-09	Oracle	2014-01-01	2014-01-01	1000	1000
204	204-01-01-10	Oracle	2014-01-01	2014-01-01	1000	1000
204	204-01-01-11	Oracle	2014-01-01	2014-01-01	1000	1000
204	204-01-01-12	Oracle	2014-01-01	2014-01-01	1000	1000
204	204-01-01-13	Oracle	2014-01-01	2014-01-01	1000	1000
204	204-01-01-14	Oracle	2014-01-01	2014-01-01	1000	1000
204	204-01-01-15	Oracle	2014-01-01	2014-01-01	1000	1000
204	204-01-01-16	Oracle	2014-01-01	2014-01-01	1000	1000
204	204-01-01-17	Oracle	2014-01-01	2014-01-01	1000	1000
204	204-01-01-18	Oracle	2014-01-01	2014-01-01	1000	1000
204	204-01-01-19	Oracle	2014-01-01	2014-01-01	1000	1000
204	204-01-01-20	Oracle	2014-01-01	2014-01-01	1000	1000
204	204-01-01-21	Oracle	2014-01-01	2014-01-01	1000	1000
204	204-01-01-22	Oracle	2014-01-01	2014-01-01	1000	1000
204	204-01-01-23	Oracle	2014-01-01	2014-01-01	1000	1000
204	204-01-01-24	Oracle	2014-01-01	2014-01-01	1000	1000
204	204-01-01-25	Oracle	2014-01-01	2014-01-01	1000	1000
204	204-01-01-26	Oracle	2014-01-01	2014-01-01	1000	1000
204	204-01-01-27	Oracle	2014-01-01	2014-01-01	1000	1000
204	204-01-01-28	Oracle	2014-01-01	2014-01-01	1000	1000
204	204-01-01-29	Oracle	2014-01-01	2014-01-01	1000	1000
204	204-01-01-30	Oracle	2014-01-01	2014-01-01	1000	1000

Outbound interface data can be extracted using System Extract or built-in reporting tools like Oracle Transactional Business Intelligence. System Extract consists of a set of prebuilt templates delivered by Oracle on certain defined Oracle data objects. The Oracle System Extract facility also has the ability to extract only the changes in a selected data set. Data is extracted to an Extensible Markup Language (XML) file, which Oracle Business Intelligence Publisher (BI Publisher) can then transform and transpose to different formats, schedule, and automate distribution.

Web Services can also be used as a standardized way of integrating Cloud services with other disparate application systems. These Web Services, when invoked or initiated by an event, carry out business process functions. The function of each Web Service is described in a Web Service Description Language (WSDL) file.

Delivered Oracle Cloud Application Web Services are documented and available for review within the Oracle Enterprise Repository.



### Integration Tools In Scope

#### Inbound Integration tools:

- File Based Loaders
- Spreadsheet Loaders

#### Outbound Integration Tools:

- HCM Extracts
- Online Transactional Business Intelligence (OTBI)

### Other Integration Methods (not in scope)

Oracle provides the ability to integrate with the Cloud applications using other methods such as Web Services. CherryRoad will support other integration methods during the project but all integration development using methods other than those specified above as “In Scope” will be the clients responsibility.

### Automated Interface Execution

For interfaces that will not be run manually and require automated execution of the integration process, CherryRoad will handle this utilizing Java programs to orchestrate the execution. This is considered in scope for the project.



### Interface Responsibilities

Hempstead will be responsible for creating spreadsheet data or extract files of data from external systems to be converted or interfaced to Oracle and for any manual conversion efforts including data cleansing and conversion reconciliation that will be required for the new ERP system.

The Town's key responsibilities for conversion will include:

- Assist CherryRoad staff in understanding current legacy system and interface requirements.
- Supporting the CherryRoad Interface Design efforts.
- Reviewing automated File Loader and Spreadsheet Loader processes and template prepared by CherryRoad.
- Extracting required interface data from legacy systems and populating the interface spreadsheets and/or creating a file in the format desired by the File Loader processes.
- CherryRoad will test the inbound integrations within the Oracle system to ensure they are valid.
- Assisting CherryRoad in testing all interfaces.
- Conducting interface reconciliation and verification.

CherryRoad's key responsibilities for conversion will include:

- Provide the client with flat files needed for outbound integrations
- Prepare and explain all inbound integration templates and requirements
- Test all inbound integrations developed by the client within the Oracle Cloud system

### **1.2.5.Modification/Enhancement Scope**

There are no "customizations, modifications, or code enhancements" of the Oracle Cloud Applications in scope for this project. The general approach for the ERP system implementation assumes that the Town will where possible adapt their business processes and use the delivered practices, reports, and workflows to meet their needs.

To meet any unique requirements of the Town or functional requirements not currently accommodated by the Oracle Cloud Applications, CherryRoad will:

- Implement Town-specific configurations and business rules using standard delivered functionality.
- Incorporate and configure the delivered best practice workflows and business processes in the applications.
- Work with the Town to develop a mutually agreeable workaround to satisfy the requirement as is capable via the delivered functionality of the software.
- Recommend any needed business process changes for the Town to implement.



### 1.2.6. Reporting Scope

The general approach for the ERP system implementation assumes that Hempstead will adapt their business processes and use the delivered practices, reports, and workflows to meet their needs.

In this regard:

- Specific custom reports to be created by CherryRoad are not in scope, unless required to meet a functional requirement for which CherryRoad's functional requirements responses indicated that the functionality is available through the Oracle Cloud Applications.
- Any additional custom reports needed to meet unique Town reporting requirements will be identified during the Gap Analysis and developed by the Town using the ad-hoc reporting and workflow tools available with the Oracle Fusion/Cloud software.
- As identified in Section 6, CherryRoad will provide training to Town staff in the design and development of ad hoc reports utilizing Oracle's OTBI reporting tool.
- Reports created using Enterprise Performance Reporting Cloud Service (EPRCS) are considered custom reports and are to be developed by the Town.

### 1.2.7. Workflow Scope

The general approach for the ERP system implementation assumes that the Town will adapt their business processes and use the delivered practices, reports, and workflows to meet their needs.

In this regard:

- The Oracle Cloud/SaaS application products come complete with a large number of standard workflows for each module.
- Delivered workflows can be configured to support Town-specific business rules and processing requirements.
- If delivered workflows require custom SQL development to meet unique Town workflow and approval requirements as supported by the Cloud applications – CherryRoad will include custom SQL development for three such workflows within our scope as mutually determined by CherryRoad and the Town. In the event more than three workflows require custom SQL development are necessary to satisfy the Town's functional requirements, CherryRoad will provide the Town with cost quotes to undertake such SQL development.
- The Town will also adjust its workflow and approval business processes to meet unique workflow requirements as needed.



### 1.2.8. Deliverables

As part of the implementation process, CherryRoad will produce the deliverables identified in this SOW and establish milestones for completion of tasks and activities.

A description of the deliverables/milestones for Hempstead's ERP System implementation are included in Section 4.3 – Deliverables/Milestones. Sample deliverables are provided for reference in Section 11.5 Exhibit 5 Sample Deliverables. CherryRoad will provide the Town of Hempstead with a sample of each deliverable described in this Statement of Work, outlining deliverable content and format/layout, for the Town to approve prior to CherryRoad submitting draft deliverables for review.



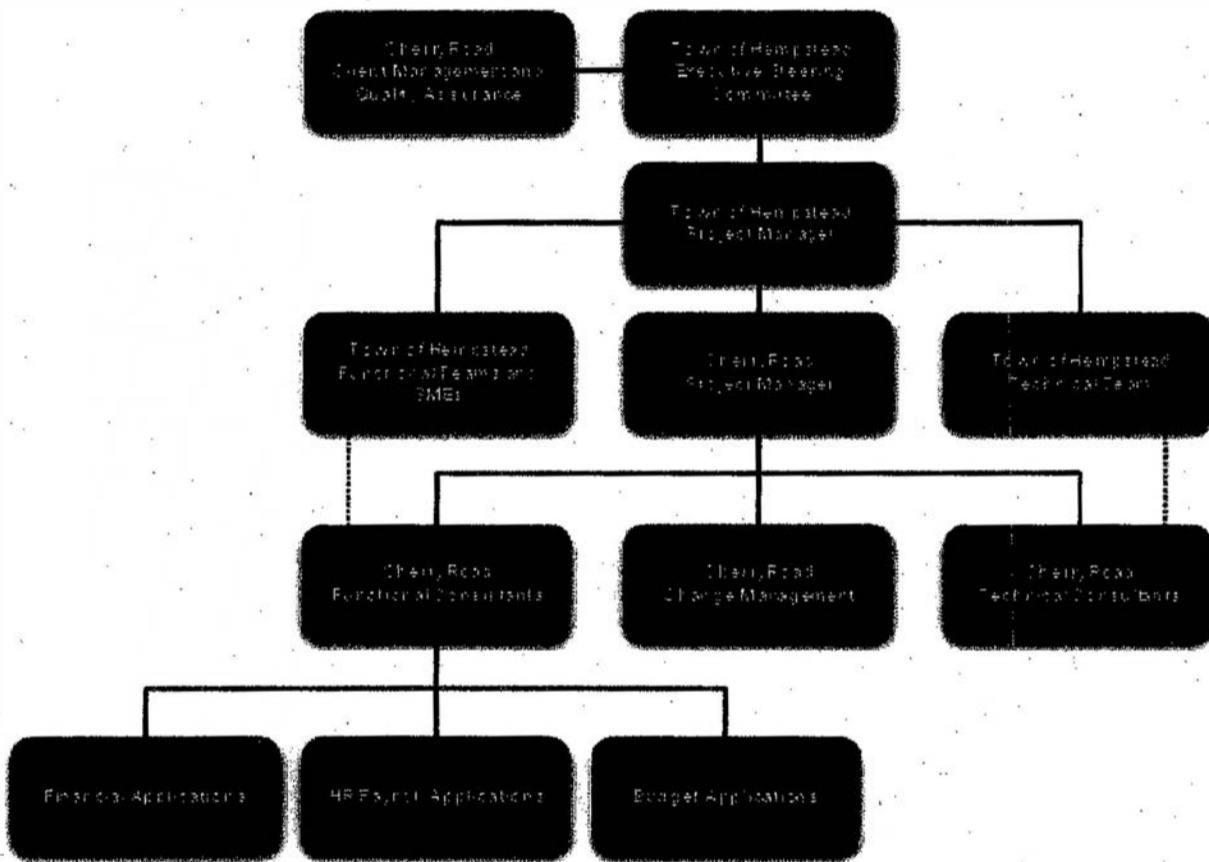
**2. Section 2: Project Governance**

The Town’s ERP System project presents organizational, staffing, and managerial challenges. Project governance provides the set of project policies, processes, and defined roles and responsibilities to ensure proper expectations are communicated and resources are used effectively.

- Facilitate communication with the Town and within the project team.
- Identify into manageable teams, each of whom have designated responsibilities for specific areas of the project.
- Provide for continuity in staff from analysis and planning through implementation.
- Provide a thorough review and quality assurance mechanism.

The project organization shown in the diagram below, is designed to achieve all of these objectives.

**Town of Hempstead – ERP System Implementation  
 Proposed Project Organization**





## 2.1. Hempstead Project Roles and Responsibilities

### Hempstead Steering Committee

The Hempstead Steering Committee will have oversight responsibility for the entire project. The Steering Committee will consist of a diverse group of administrators and managers representing major functional areas of Hempstead. The Steering Committee's main responsibility is to ensure that the project is proceeding according to plan and major organizational issues related to the project are being adequately addressed and resolved by the project team.

This committee will be responsible for:

- Coordination with Hempstead executives;
- Establishing quality control standards for use by the project teams; and,
- Convening periodic quality assurance meetings to review progress to date.
- Ensuring project resources are assigned to project.

### Hempstead Project Manager

Hempstead will assign a dedicated project manager. CherryRoad's primary point of contact in matters of project management will be the Hempstead Project Manager. In his or her project management role, the Hempstead Project Manager will be responsible for:

- Coordinating the reporting, review, and quality control process.
- Facilitating the effective participation of Hempstead staff.
- Resolving questions raised by CherryRoad requiring clarification of Hempstead requirements, policies, and procedures.
- Monitoring the progress of all principal project participants.
- Facilitating the timely resolution of issues raised by CherryRoad.
- Reviewing and accepting or rejecting of milestones, deliverables, and the system.

The Hempstead Project Manager shall be the person to whom CherryRoad shall request review and acceptance of milestones and deliverables.

### Hempstead Functional Team Leads/Subject Matter Experts (SMEs)

Hempstead will assign individuals as Functional Team Leads for each of the modules or major business areas being implemented. One Functional Team Lead will be assigned to each of the major functional areas. These individuals will work closely with CherryRoad during all activities and tasks, and will be Hempstead's primary point of contact relative to their particular functional area responsibilities. It is not expected that the Functional Team leads will be assigned full-time; however, the implementation project will be their primary responsibility, during the implementation process. These individuals will participate in all aspects of the implementation including lead roles from the Hempstead side during:



- The Configuration/Map-Gap Analysis Sessions and Workshops.
- Assistance and support to CherryRoad in the prototype system setup and configuration.
- Participate in the prototype presentation sessions provided by CherryRoad.
- Take a lead role in the Hempstead acceptance test of each module.
- Participate in train-the-trainer and other training sessions.
- May act as Hempstead trainers to train the end-user community.
- Provide implementation and post implementation support to end-users.

### **Hempstead Non-Lead Project Members**

Hempstead should also assign additional individuals to support the overall implementation team effort (as needed). These individuals will bring additional departmental and subject matter experience and insight and participate during the various stages of implementation. The exact number of Non-Lead Project Members to be assigned will be at the discretion of Hempstead.

CherryRoad recommends no more than 4-5 individuals per module or business area. Types of tasks that these individuals may participate in include:

- Initial Project Team Training
- Configuration/Map-Gap Analysis Sessions and Workshops
- Prototype Workshops
- Acceptance Testing
- End-User Training

### **Hempstead Technical Staff**

Hempstead will assign a Technical Lead who will be responsible for coordinating all of Hempstead technical responsibilities regarding this project. Particular responsibilities of this individual will be to:

- Coordinate the installation and setup of Hempstead system hardware (if any).
- Coordinate Hempstead efforts associated with the Oracle Cloud.
- Coordinate and oversee the duties of other Hempstead technical team members assigned to the project, for interface, conversion, and report writing responsibilities.

Hempstead will assign other technical staff to the project on an as needed basis to complete Hempstead's responsibilities regarding interface and conversion file preparation and report writing.

### **Hempstead Change/Process Management Staff**

Hempstead will assign a change management coordinator(s) who will be responsible for coordinating all of Hempstead change and communications management activities regarding this project. Particular responsibilities of this individual will be to:





- Assist the CherryRoad Change Management Coordinator in preparing a Change Management Plan.
- Leading Change Management activities by engaging Hempstead departments and change agents in those departments with communicating project goals and benefits.
- Leading Communications activities to keep Hempstead departments and staff informed of project status, progress, and training activities.
- Facilitation and organizing meetings to obtain feedback for Hempstead staff and department users on the new system.

Hempstead will assign other change management staff in the departments to serve as change management agents on an as needed basis to complete Hempstead's responsibilities related to change management.

## 2.2. Vendor Project Roles and Responsibilities

This section identifies the makeup of the CherryRoad project team. Hempstead will have the opportunity to interview and approve the Project Manager, as well as meet with key resources.

### CherryRoad Project Manager

An assigned CherryRoad Project Manager will have overall responsibility for the vendor efforts and the individual teams within our project organization. The CherryRoad Project Manager will report to an assigned Hempstead Project Manager who will have overall responsibility for the project on behalf of Hempstead. The CherryRoad Project Manager will be dedicated to the Hempstead ERP Implementation. In addition to managing staff and work efforts, our Project Managers are "working managers" and will provide significant guidance to the project team in terms of product functionality or public sector best practices.

The CherryRoad Project Manager will be responsible for numerous management and coordination tasks including:

- Developing project workplans, schedules, and budgets.
- Supervising the day-to-day activities of the project team.
- Developing and maintaining communication and involvement with key Hempstead management personnel.
- Resolving project related issues.
- Playing a lead role in key project/module design and implementation of best practices.
- Reviewing all interim and final deliverables.
- Monitoring progress against workplans, schedules, and budgets.
- Reviewing final products prior to quality assurance reviews.



### **Quality Assurance/Client Manager**

A senior CherryRoad executive in a Quality Assurance/Client Management role will assist and support the Project Manager. The QA/Client Management function will provide advisory services and periodic review of major project milestones and will assist the Project Team by reviewing major deliverables, identifying major issues and risks, and communicating the project direction and strategy.

### **CherryRoad Functional Team**

In each of the phases of the effort, there will be a team of individuals working with the Project Manager and Hempstead staff who will conduct the gap analysis and configuration for each functional area in order to ensure that the business needs and objectives of Hempstead and the individual users in each department are being met.

This team will work closely with Hempstead management and end-users to identify and validate requirements for the new system and simultaneously review and re-engineer business processes in order to meet these requirements. This team will then configure the software to meet business needs and prototype the new system with key users and management.

Following this, the functional teams will prepare end-users for migration to the new system through training, documentation, and implementation support. A separate but integrated component of the Functional Team will be change management activities provided by the CherryRoad Client Manager who will work with Hempstead and other CherryRoad staff in developing and executing a change management process within Hempstead.

### **CherryRoad Technical Support Team**

The responsibility of the Technical Support Team is to translate the requirements and re-engineered business processes (from earlier efforts) from the analysis and configuration phase, work with Hempstead staff in the design, development and testing of interface and conversion processes, and assist in the overall testing of the system.

In addition, this team will be responsible for the coordination of all technical support and issue resolution activities with Oracle Cloud operations, as well as working with Hempstead Technical staff to establish network connectivity to the Oracle Cloud and to ensure adequate performance and response times.

### **Oracle Support Team**

Oracle will provide tactical and strategic support to the project and work with CherryRoad and Hempstead. This may include an executive sponsor, a client success manager, an implementation success manager or other roles.



While Oracle is responsible for the initial installation, provisioning and hosting of the software, CherryRoad will be the primary point of contact with Oracle during this process and will coordinate and manage the processes with Oracle.

### 2.3. Third-Party Vendors

Oracle Payroll which is a proposed module provides a comprehensive Cloud solution for configuring and calculating payroll including deductions and gross to net calculations. ADP will be used to handle the actual tax filings for federal, state, and local taxes. Oracle Payroll will create and transmit a file to ADP each pay period to facilitate this tax filing.

CherryRoad will manage integration and interfacing requirement with ADP and coordinate all necessary services.

Vertex is used for tax calculations and is delivered by Oracle as part of the Cloud solution. CherryRoad will configure the Vertex software as needed to meet the Town's requirements.

### 2.4. Project Management/Quality Assurance

Project Management and Quality Assurance refer to those tasks accomplished by the management team to administer and control the overall project, manage project resources, and to track, document, and communicate project issues.

#### 2.4.1. Project Management

Key Project Management Activities associated with Hempstead's ERP implementation include:

- **Project Plan Management** – A Project Plan and Summary Project Dashboard will be developed, managed, and maintained during the course of the project. The Project Plan is one of the initial deliverables and will also be used to monitor project progress during implementation. In this activity, we review the project plan on a periodic basis, usually weekly, and update it to reflect the current status of project tasks and deliverables.
- **Staff and Resource Management** – This management function includes day-to-day supervision and management of the Project Team, monitoring completion of tasks and activities, and resolving issues.
- **Project Status Reporting** – This includes both weekly Team Meetings and Monthly Steering Committee/Project Sponsor Meeting and Reports.
- **Issue / Risk Management** – Given the importance of the risk, issue or problem resolution process to our methodology, we track and manage risks and issues as part of our weekly project management meetings. Numerous tools are used including online Issue Logs and White Papers.



Some of the tools used by CherryRoad for risk and issue management include:

- **Issue / Risk Log** – Used for online issue documentation, tracking, and management.
- **Issue Papers** – Document and describe project issues, options for resolution, and recommendations for resolution.
- **White Papers** – Developed by CherryRoad for major decision points and to discuss and present options that have a significant impact on the implementation.
- **Project Dashboards** – Present a snapshot of project status, budget vs. actual, major project issues, etc. Typically prepared for Steering Committee and management meetings. A sample is shown below.
- **Risk Management**: identifying risks, devising a strategy for mitigating them, and constantly monitoring their changing status.

#### **Client Project Manager Responsibilities**

The project will be managed jointly by a client PM and a CherryRoad PM. The client PM will act as an interface into the Town of Hempstead. The Client PM will be responsible for the following:

- Continuous review and acceptance of the Project Schedule/Plan.
- Assisting the CherryRoad PM with understanding the client organization and obtaining the proper resources internally and externally to perform tasks on the project.
- Deliverable review and signoff (or helping obtain signoff from internal resources).
- Driving issue resolution on the client side.
- Organizing and co-leading steering committee meetings.
- Assisting the CherryRoad team in navigating the client organization.
- All facility and network/facility security related tasks.
- Work toward moving client assigned task along to meet scheduled dates.
- Attend all key project related meetings.
- Act as main point of contact for CherryRoad

#### **2.4.2. Quality Assurance**

The basic goals for quality management of ERP technology projects are to assure:

- Project deliverables meet their stated requirements.
- Project management processes are appropriately followed.
- Project risks are being monitored and evaluated.
- Project decisions are made appropriately.
- Project outcomes are met.



While QA staff will be monitoring and reviewing Project Status Reports and Steering Committee Reports on an ongoing and routine basis, specific Quality Assurance Reviews will be conducted at key milestone points in the project. The following are some of the key project milestones that will be reviewed by the QA Team:

**Final Project Plan** – The QA team will review, assess, and present recommendations to the Steering Committee on the Final Project Plan deliverable. Specifically, the QA team will highlight key milestone dates and potential risks areas and focus on:

- Documentation Standards
- Issue Tracking Processes and Procedures
- Status and Management Reporting Procedures

**Gap Analysis Documents Review** – The QA team will review and provide an overall system assessment of the finalized Implementation Gap Analysis (Configuration Design) documents prepared by the project team. Specific emphasis will be given to a review of:

- Workflows
- Incorporation of Best Practices
- Reporting Strategy

**System Prototype Review** – The QA team will obtain and assess user feedback and comments on the system prototype and make recommendations for change and enhancement if required.

**Training and Change Management Plan** – The QA team will review the overall Training Plan and strategy and provide an assessment of:

- Communications Strategy
- The Overall Training Approach
- Training Evaluation

**Implementation/Roll-out Strategy Assessment** – The QA team will conduct a detailed assessment of how “prepared” Hempstead is for the final roll-out of applications and make recommendations for risk mitigation if required. Also the final Post-Implementation Support Plan is reviewed to ensure that the support strategy after the system is live is adequate and Hempstead has the technical and organizational structure in place.

### 2.4.3. Project Plan

CherryRoad and Hempstead will jointly prepare a final Project Plan as one of the first deliverables of the implementation.

The Project Plan will include the following components:



- MS Project Gantt Chart
  - Tasks and Activities by Phase
  - Resources
  - Milestones/Deliverable
  - Predecessors
  - Assignment of Tasks
- Description of Project Phases
- Description of Implementation Approach and Methodology
- Project Management Tools

#### **2.4.4. Project Documentation**

CherryRoad will establish a Project Documentation Library on Hempstead's network. This includes establishment of a shared network directory and workspace that contains all project documentation and deliverables to promote collaboration and communications between the Project Team members.

#### **2.4.5. Project Status Reports**

CherryRoad will prepare the following Project Status reports:

- **Weekly Team Status Report** – CherryRoad and the Hempstead Project Manager will jointly prepare a weekly Project Status report and coordinate a weekly meeting with Hempstead SME/project staff to review and discuss project progress, risks, issues, and up-coming activities. Current risks, issues and resolution responsibilities will also be reviewed and tracked during this meeting.
- **Monthly Steering Committee Report** – CherryRoad and the Hempstead Project Manager will jointly prepare a Monthly Steering Committee report that provides project status and overall progress to the Hempstead Steering Committee. Specific risks and/or issues requiring Steering Committee attention or other policy level information will also be provided.

#### **2.4.6. Steering Committee Meetings**

A monthly Steering Committee meeting will be held with CherryRoad and Hempstead Management staff to review project progress and discuss any issues requiring Steering Committee attention or resolution. Depending on the status and stage of the project, upon request, the Steering Committee may meet bi-monthly.

#### **2.4.7. Requirements Traceability Matrix**

CherryRoad will use the functional requirements identified in Appendix 1 to conduct a "gap analysis," define a solution for each requirement, and prepare a Gap Analysis Matrix. This Traceability Matrix will be established as the final requirements blueprint against which system acceptance will be evaluated.



The Requirements Traceability Matrix will also be used during testing (and used through the entire project) to ensure scope and processes pass.

#### **2.4.8. Risk and Issue Log**

CherryRoad will develop and manage a Risk and Issue Log that tracks all project risks and issues during the implementation. This Risk and Issue Log will identify:

- Risk / Issue Category
- Risk / Issue Description
- Risk / Issue Status (Open, In-Process, Closed)
- Date Identified
- Identified By
- Risk / Issue Owner
- Risk / Issue Resolution Description
- Resolution Due Date
- Risk / Issue Mitigation Plan

#### **2.4.9. Decision Matrix**

As needed, CherryRoad will develop and manage a Decision Matrix that tracks all key decision to be made during the implementation. Note this Decision Matrix can be incorporated into the Issue Log if required.

This Decision Matrix will identify:

- Decision Description
- Decision Impact
- Identified By
- Assigned Person
- Decision Due Date
- Current Status (Open, In-Process, Closed)
- Decision Description

### **2.5. Acceptance**

#### **2.5.1. Deliverable/Milestone Acceptance**

A list and description of all expected deliverables/milestones has been included in Section 4.3 – Deliverables/Milestones.

The following process will be followed for review of all deliverables or milestones:



- CherryRoad will submit a template or sample deliverable to the Town's approval regarding content and format before drafting the deliverables. The Town will not delay the deliverable drafting process as a result of this requirement.
- CherryRoad and the Town will meet and agree upon the measure(s) of success associated with each milestone.
- CherryRoad will submit the deliverable and/or indicate completion of a deliverable or milestone by submitting a Deliverable/Milestone Form.
- Hempstead will review the deliverable and provide feedback to CherryRoad within five business days or as mutually agreed between CherryRoad and Hempstead.
- CherryRoad will make any necessary revisions to the deliverable and, as needed, re-submit the written Deliverable for review. The process outlined above will be repeated until acceptance has occurred or the Hempstead or CherryRoad utilize the dispute resolution process.
- The Deliverable/Milestone Form will be signed-off by the Project Manager to indicate completion of a deliverable/milestone.
- In the event that a deliverable is not submitted to Hempstead by the date indicated in the project plan, CherryRoad shall revise the project plan and communicate the status of the late deliverable to the Hempstead project manager.
- Upon acceptance, the deliverable will be invoiced at the amounts designated in the Payment Schedule.

See Section 11.5 Exhibit 5 for sample Requirements Fit-Gap / Configuration Map-Gap Analysis document, along with sample testing documentation.

#### **2.5.2.ERP System/Phase Acceptance**

- Conditional Acceptance of each phase will be a milestone event achieved on completion of the Hempstead Acceptance Test for each phase.
- Final Acceptance of each phase will be a milestone event signified by the Go-Live of each phase and production use of the applications by Hempstead.

#### **2.5.3.Acceptance Form**

A Sign-Off Form to signify completion of a deliverable/milestone will be mutually developed by CherryRoad and Hempstead.

#### **2.6. Risk and Issue Resolution**

CherryRoad will track all identified project risks and issues using a Risk and Issue Log (see 2.4.6).

##### **2.6.1.Risk and Issue Resolution Process**

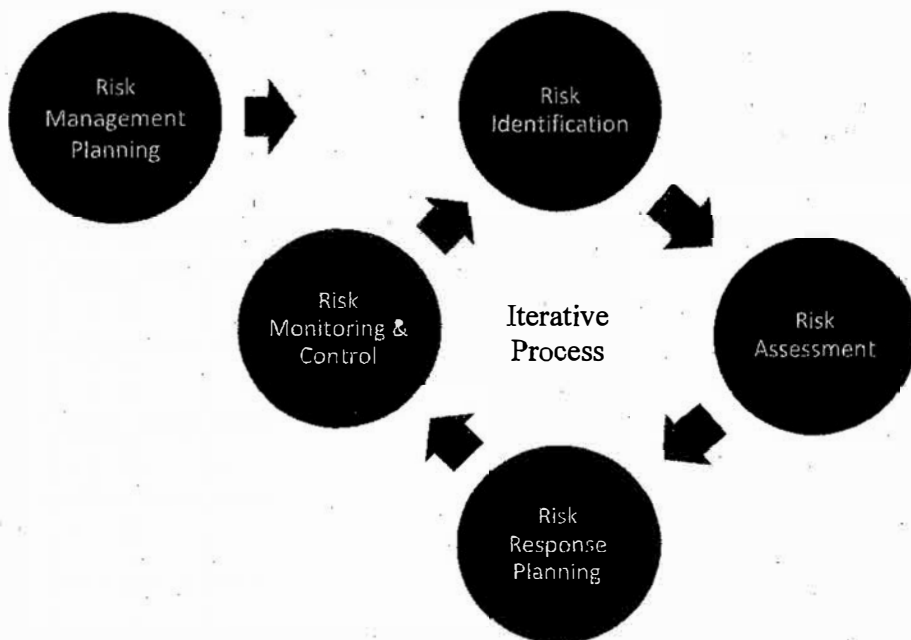
The process to be followed for Risk and Issue Resolution includes:





- Risks and Issues are identified by the Project Team members (CherryRoad and Hempstead).
- Risks and Issues are documented and tracked on the Risk and Issue Log where they are assessed and a team member (CherryRoad or Hempstead) is identified as the person responsible for resolution if applicable.
- As needed, individual meetings are held with appropriate team members to review and discuss risks and issues requiring resolution and assigning a Risk Response Strategy.
- The risks will then be monitored and controlled in an ongoing basis.
- Risks and Issues requiring Steering Committee input or resolution are escalated to the Steering Committee along with impacts, probability and a proposed risk / issue mitigation plan. The Steering Committee reviews escalated risks and issues during Monthly Steering Committee Meetings.
- Once a resolution is reached, the Risk and Issue Log is updated and the Risk or Issue is closed.

The Risk and Issue Resolution process incorporates a risk management focus to manage activity where intervention is required to ensure that identified risks do not materialize into actual issues. CherryRoad uses the PMBOK approach to risk management. Or process is as follows:



### Risk Management Planning

In the planning process, the key program evaluation criteria will be agreed to and established. Once the key parameters are established, the impact of each will be developed. For instance, if a key parameter is data cleanliness, then the sensitivity of data cleanliness to the project should be established. Stated another way, if a risk event became a reality and would take an additional month of effort, will that have a small, medium, or large impact on the product/program? Establishing the high, medium, and low



impact values for each parameter provides a common viewpoint for all team members to use as they consider a risk.

Similarly, the overall risk sensitivity of the project should be established. This can be done by determining how the likelihood/probability of a risk event occurring is defined. Is the likelihood of an event considered high if it has a 50% chance of occurring? Low? Medium?

#### Risk Identification

Risk identification is the next step in the process and it forms the basis for all the future activities. During this step, the project manager will hold Risk identification sessions as separate meetings with a cross-functional group of varying experience levels. Risk will be identified and understood amongst the group. The risks will go into the risk log and be monitored throughout the project and reported on in the steering committee meetings.

#### Risk Assessment

The risk assessment step, i.e. evaluating the risk item versus the Risk Assessment Criteria is initially done as part of the risk identification process. Subsequently, the Risks will continually be assessed in steering Committee meetings.

#### Risk Response Planning

Risk response planning includes 2 major activities: identifying the risk response strategy(ies) to be applied and creating the plan to implement the strategy(ies). The possible response strategies include:

- Avoidance/elimination—pursuit of a completely different approach to the task thus eliminating the risk.
- Transfer—moving the risk elsewhere (to a supplier, to an insurer).
- Mitigation—developing a plan to reduce the consequence and/or the likelihood of a risk event occurring.
- Acceptance—allowing the risk to remain and dealing with the consequences if it happens.

This risk response plan will include a definition of what is to be done, by whom, what the schedule is, how the work will be funded, etc. In addition, a 'trigger' for implementing the risk response plan will be identified. This trigger might be an event, the passage of a date, or simply be the identification of the risk and an agreement to address it immediately. Regardless, this trigger is what causes the plan to be executed. A trigger can also be defined to document when this risk event is no longer a concern such as the successful completion of a test, selection of a production source, etc.

#### Risk Monitoring and Control

Monitoring and controlling involves determining if a triggering event has occurred and initiating the response plan when appropriate, monitoring for changes in the environment leading to changes in the



likelihood/consequence of an event and tracking to ensure the continuing viability of a response strategy/plan. All of this must be tracked and reported in the core project team meeting and steering committee meetings.



### 3. Section 3: Technology Requirements

#### 3.1. Technology Architecture

The proposed solution is for a SaaS deployment. Operational tasks such as installation, patches, ongoing maintenance, upgrades, monitoring, and backup and recovery are managed by Oracle Cloud Operations and those costs are included as part of the subscription costs.

#### 3.2. System and Device Requirements

Table 3. System and device requirements

Simplified User Interface on Desktop Devices	<p>Require minimum native screen resolution of 1280x1024 and one of the supported browsers below.</p> <ul style="list-style-type: none"> <li>• Internet Explorer 11.x</li> <li>• Mozilla Firefox 38+</li> <li>• Google Chrome 42+</li> <li>• Apple Safari 8.x and 7.x</li> </ul>
Simplified User Interface on Tablet Devices	<p>Require minimum native screen resolution of 1280x1024 and one of the supported devices below.</p> <ul style="list-style-type: none"> <li>• Apple Devices: Safari on all iPad models</li> <li>• Android Devices: Google Chrome 42+. See Android Device Support note below this table.</li> </ul>
Desktop User Interface on Desktop Devices	<p>Require minimum native screen resolution of 1280x1024 and one of the supported browsers below.</p> <ul style="list-style-type: none"> <li>• Internet Explorer 11.x</li> <li>• Mozilla Firefox 38+</li> <li>• Google Chrome 42+</li> <li>• Apple Safari 8.x and 7.x</li> </ul>
Oracle Tap (Mobile Applications)	<p>Apple Devices:</p> <ul style="list-style-type: none"> <li>• iOS 9, iOS 10</li> <li>• Android OS4.4+.</li> </ul>
Oracle Social Network (OSN)	<p>Browser Support:</p> <ul style="list-style-type: none"> <li>• Internet Explorer 11.x</li> <li>• Mozilla Firefox on Windows 38+</li> <li>• Google Chrome on Windows 42+</li> <li>• Apple Safari on Mac – Safari 8, 9</li> <li>• Apple Devices iOS 8, iOS 9</li> </ul> <p>Android Phone and Tablet:</p> <ul style="list-style-type: none"> <li>• Android OS 4.x+ , OS 5.x+</li> </ul> <p>Add-In for Microsoft Outlook</p> <ul style="list-style-type: none"> <li>• Windows 7, 8, 10</li> <li>• Outlook 2007, 2010, and 2013 - (32/64 bit)</li> </ul> <p>Desktop Client</p> <ul style="list-style-type: none"> <li>• Windows 7, 8, 10</li> <li>• Apple OS X 10.7, 10.8, 10.9, and 10.10</li> </ul>
ADFDi Add-in for Microsoft Excel	<p>Client Platform Support:</p> <ul style="list-style-type: none"> <li>• Microsoft Excel 2007, 2010, 2013, 2016 (.xlsx, .xlsm) on Microsoft Windows 7, Windows 8.1, Windows 10</li> </ul>



### 3.3. Required Environments

The Oracle ERP and HCM Cloud Services will be provisioned to include the following:

- Production environment
- Development environment
- Test/Training environment(s)

EPM Cloud will be provisioned to include two environments:

- Production
- Development/Test

### 3.4. Hardware Availability

Hardware availability is included and described in the CherryRoad Cloud Services Agreement provided to Hempstead.

### 3.5. Requirements for Project Start

A signed/executed CherryRoad Cloud Services Agreement is required for starting the project.

A signed Services Contract with CherryRoad (which can include the CherryRoad Cloud Services Agreement by reference) is also required for starting the project.



#### 4. Section 4: Implementation

##### 4.1. Schedule

Hempstead's ERP System will be implemented in a measured and phased manner over a 19-month period. This will allow for the significant organizational and related changes that will occur as a result of the new system to be effectively managed within Hempstead and to minimize the overall risk.

The phasing approach and strategy is based on the following factors:

- **Stabilize Basic Operations First** – By splitting capabilities over several phases, Hempstead can stabilize core operations and functions first before adding on new modules. This also allows Hempstead users and administrators to “come up the learning curve” and get comfortable with the new system in a more manageable way.
- **Reduced Impact on Hempstead Staff** – By phasing in functions over time, Hempstead staff are not overly burdened with having to support too many modules being implemented at one time.
- **Minimize Temporary Interfaces** – This approach minimizes temporary or bridge interfaces or temporary manual procedures that will be necessary if other phasing strategies are adopted.
- **Reduce Payroll Related Risks** – By implementing the new payroll system by year end 2019 with the first paycheck of 2020 being run out of the new system in January 2020, we will eliminate the need to perform the arduous task of mid-year balance conversions. We will also have the new system live prior to the legacy payroll system's license expiration.
- **Mitigate Risk** – A phased approach is more manageable, allowing for a risk adverse implementation of the full system over time.

##### 4.1.1. Project Phases

Assuming a project start of no later than June 15, 2018, the schedule will allow for the implementation in the following Phases or Waves:

- Phase I – ERP / Financials by March 31, 2019.
  - Financials Cloud Service
    - G/L
    - A/P
    - A/R
    - Cash Management
    - Assets
  - Expenses
  - Automated Invoice Processing Cloud Service
  - Advanced Collections



- Fusion WebCenter Forms Recognition Cloud Service
- Fusion Transactional Business Intelligence Cloud Service (for non-application users)
- Procurement Cloud Service
  - Purchasing
  - Self-Service Procurement
  - Procurement Contracts
  - Sourcing
  - Supplier Portal
  - Supplier Qualification Management
- Project Portfolio Cloud Service
  - Project Financials
  - Project Contract Billing
  - Grants
- Inventory
- Order Management
  
- **Phase II** – Budgeting applications by March 31, 2019 or as defined in the Final Project Plan.
  - Enterprise Planning and Budgeting
  - Enterprise Reporting Cloud Service
  
- **Phase III** - HCM Applications by December 31, 2019
  - HCM Base Cloud Service
    - HR
    - Benefits
    - Absence Management
  - Payroll Cloud Service
  - Time and Labor Cloud Service
  - Learning Management

The Summary Phasing Schedule for the project is shown in the following chart.

Town of Hempstead, NY  
Enterprise Resource Planning (ERP) System and Implementation Services  
STATEMENT OF WORK (SOW)



TOWN OF HEMPSTEAD, NY	2018												2019						2020	
	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sep	Oct	Nov	Dec	Jan
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
<b>Phase I- ERP / Financials</b>	[Gantt chart bars for Phase I activities]																			
Project and Change Management	[Gantt chart bar]																			
Project Planning	[Gantt chart bar]																			
Solution Configuration and Prototype(s)	[Gantt chart bar]																			
Solution Deployment and Testing	[Gantt chart bar]																			
Implementation and Training	[Gantt chart bar]																			
Production Support	[Gantt chart bar]																			
<b>Phase II- Budgeting</b>	[Gantt chart bars for Phase II activities]																			
Project and Change Management	[Gantt chart bar]																			
Project Planning	[Gantt chart bar]																			
Solution Configuration and Prototype(s)	[Gantt chart bar]																			
Solution Deployment and Testing	[Gantt chart bar]																			
Implementation and Training	[Gantt chart bar]																			
Production Support	[Gantt chart bar]																			
<b>Phase III HCM</b>	[Gantt chart bars for Phase III activities]																			
Project and Change Management	[Gantt chart bar]																			
Project Planning	[Gantt chart bar]																			
Solution Configuration and Prototype(s)	[Gantt chart bar]																			
Solution Deployment and Testing	[Gantt chart bar]																			
Implementation and Training	[Gantt chart bar]																			
Production Support	[Gantt chart bar]																			

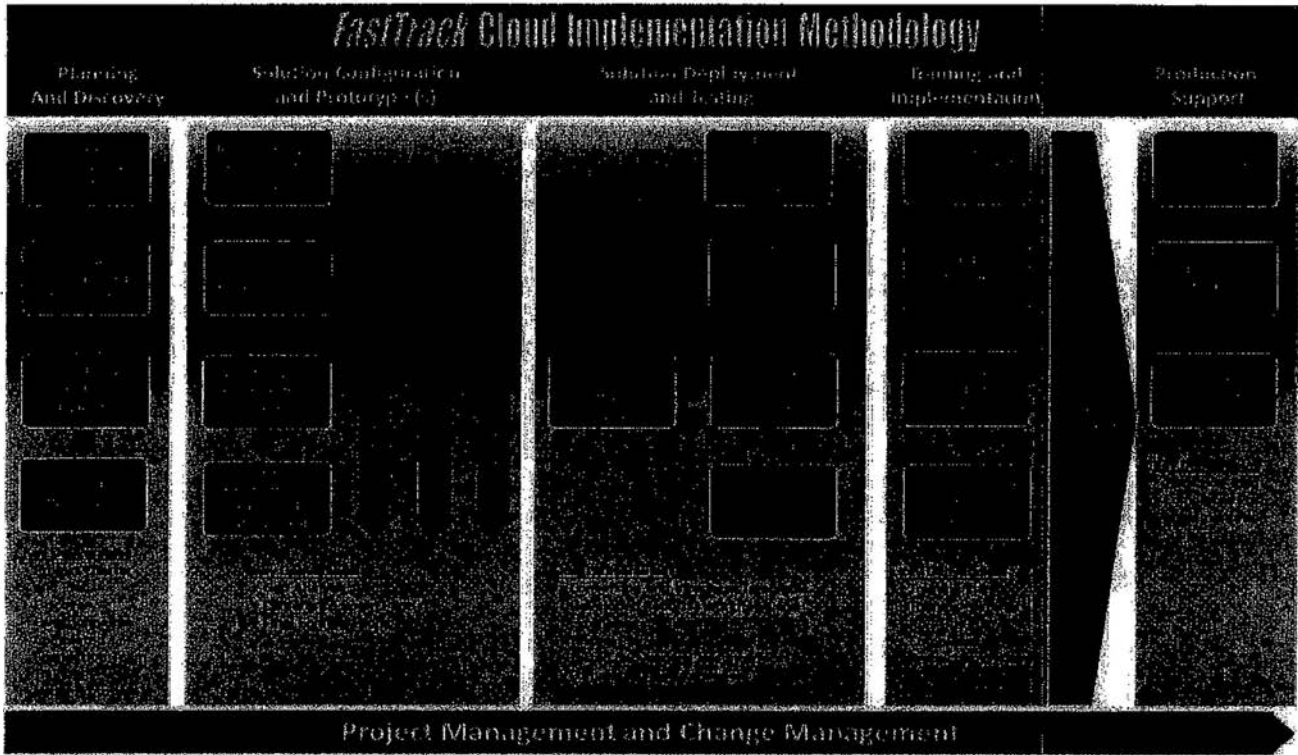




## 4.2. Implementation Methodology/High Level Plan

CherryRoad will use our own *FastTrack* Fusion Implementation Methodology as a guide for the implementation of Oracle Cloud-based applications and technology at Hempstead. *FastTrack* addresses the entire implementation lifecycle, from strategic systems planning through system support.

The following diagram illustrates the major phases/tasks in the *FastTrack* Fusion Implementation Methodology and the key deliverables/milestones in each phase.



The *FastTrack* Implementation Methodology consists of five key project phases essential for a Cloud software implementation. The major phases include:

### 4.2.1. Project Management & Quality Assurance

Specific activities/roles associated with Project Management and Quality Assurance are discussed Section 2.6, Project Management above.



**4.2.2. Project Management & Quality Assurance Tasks and Deliverables/Milestone**

Table 4. Project Management & Quality Assurance Tasks and Deliverables/Milestone

TASK	DELIVERABLE OR MILESTONE #	CHERRYROAD ROLE	HEMPSTEAD ROLE
1. Manage Project Staff	Included in Project Management, Change Management, and Quality Assurance	Manage and coordinate CherryRoad Staff and overall project management.	Manage and coordinate Hempstead staff and overall project management.
2. Weekly Project Status Reporting (D)	Included in Project Management, Change Management, and Quality Assurance	Prepare and deliver Status Report.	Assist in preparation of Status Report.
3. Steering Committee Reporting	Included in Project Management, Change Management, and Quality Assurance	CherryRoad will prepare and present the Steering Committee reports, with input from the Town's Project Manager.	Assist CherryRoad in the preparation of report and schedule Steering Committee meeting.
4. Conduct Quality Assurance Review	Included in Project Management, Change Management, and Quality Assurance	Conduct periodic QA reviews. Prepare QA Report.	Participate in QA Reviews.
5. Provision and Support Oracle Cloud Environment	Included in Project Management, Change Management, and Quality Assurance	Manage provisioning and support of cloud environment.	None
6. Maintain Project Management Tools	Included in Project Management, Change Management, and Quality Assurance	Prepare and maintain: <ul style="list-style-type: none"> <li>• Project plan (develop)</li> <li>• Requirements traceability</li> <li>• Decision Matrix</li> </ul> CherryRoad will: <ul style="list-style-type: none"> <li>• Update, maintain and track progress on the Issue Log</li> <li>• Maintain Project documentation</li> <li>• Maintain and update the Project Plan</li> </ul>	Assist in managing and updating Project Management tools as needed.



#### 4.2.3. Project Planning and Discovery

The Project Planning and Discovery phase ensures that all the facets of the project are directed towards meeting the defined goals and objectives. This includes the people, the deployed technology, and the methods and approach for completing the tasks and activities associated with the project.

As one of the first steps in this phase, a detail Project Charter and Plan is prepared and approved by all parties. This final plan provides a schedule and resources for the project and serves as an overall guide to monitor project progress and track the completion of milestones and deliverables.

Prior to the official Project Kick-Off, CherryRoad will prepare and deliver a set of Discovery Questionnaires for Hempstead to complete. These questionnaires are designed to get basic answers from Hempstead related to data, processes and business rules, and organizational considerations.

CherryRoad will conduct a series of workshops to review the completed Discovery Questionnaires and use this information to prepare, configure, and deliver an initial Best Practices Initial Prototype System that will be used as a baseline to design and configure Hempstead's final solution.

As part of these workshops, CherryRoad will conduct a series of overview Foundation Training sessions for Hempstead Project Team that demonstrate the initial Cloud prototype, basic navigation and processing capabilities, and the pre-configured data and workflows in the software.

#### 4.2.4. Project Planning & Discovery Tasks and Deliverables/Milestone

Table 5. Project Planning & Discovery Tasks and Deliverables/Milestone

TASK	DELIVERABLE OR MILESTONE #	CHERRY ROAD ROLE	HEMPSTEAD ROLE
7. Prepare Project Questionnaires (D)	2 and 33	Prepare initial Project Questionnaires.	Complete initial Project Questionnaires.
8. Complete Project Questionnaires		Review Questionnaires with Hempstead.	Organize Hempstead staff and facilities.
9. Organize Project Team		Organize Project Team members, roles, and responsibilities, and project facilities and resources.	Support CherryRoad in locating team and facilities.
10. Conduct Project Kick-Off and Orientation		Prepare Kick-Off Meeting and Orientation.	Attend Project Kick-Off.
11. Prepare Final Project Plan and Charter (D)	3	Prepare Final Project Charter and Plan.	Provide input and review Final Project Plan.
12. Conduct Foundation Project Team Training (M)	4 and 34	Prepare Foundation Team Training Materials and deliver Project Team Training.	Attend Project Team Training.



TASK	DELIVERABLE OR MILESTONE #	CHERRY ROAD ROLE	HEMPSTEAD ROLE
13. Conduct Workshops to Review Questionnaires		Lead workshops and review session to assess completed Project Questionnaires.	Participate in workshops.
14. Prepare Initial Prototype (M)	5 and 35	Configure initial Prototype system and demonstrate to Hempstead.	Attend review sessions and provide feedback on initial Prototype.

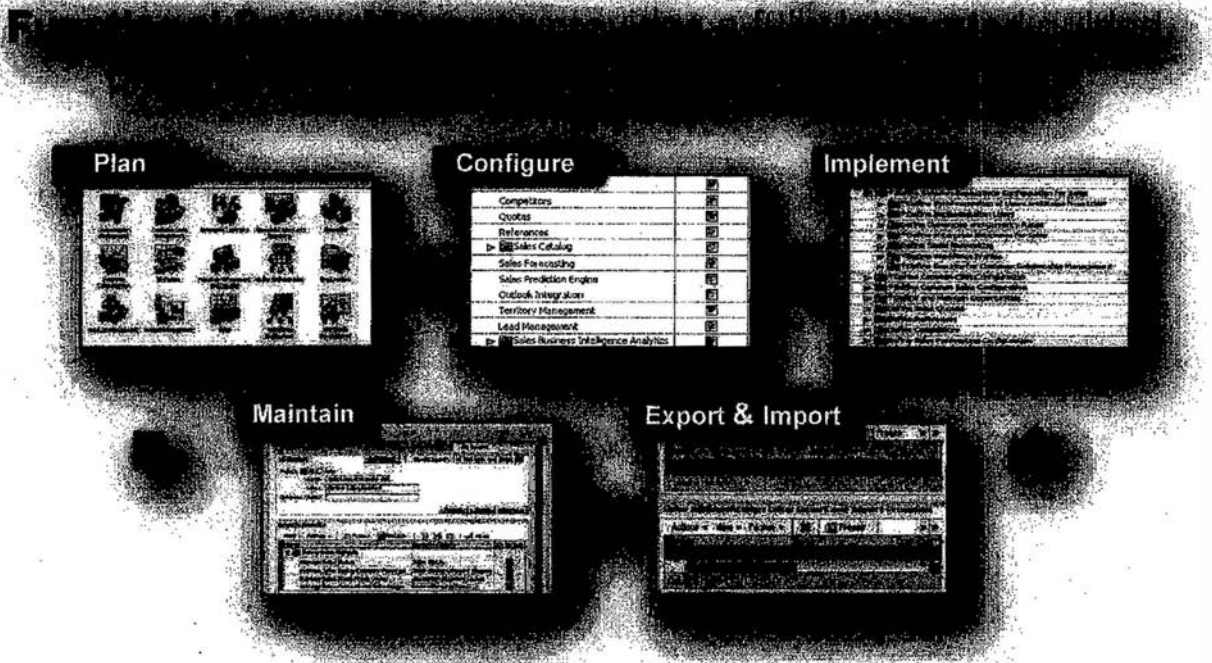
**4.2.5.Solution Configuration and Prototype(s)**

The Solution Configuration and Prototype(s) phase is a critical component of the CherryRoad *FastTrack* methodology and sets the stage for all future phases of the project. This phase incorporates all of the tasks necessary to analyze and review the Best Practices software configuration and make necessary changes to address the Hempstead’s business requirements. This includes finalizing a new chart-of-accounts, adjusting standard workflow, and adding additional fields on transactions and screens/forms that are specific to each client.

Oracle Cloud/SaaS applications include a specific tool to support rapid configuration for a SaaS/Cloud-based solution. CherryRoad will use and leverage the Oracle Fusion Functional Setup Manager to rapidly configure the Cloud applications to meet the requirements of Hempstead.

Using this productivity tool, you can implement the Oracle Fusion applications through a standard and consistent process:

- Learn about and analyze implementation requirements and steps.
- Configure Cloud applications to meet requirements.
- Get complete visibility to setup requirements and steps through guided, sequential lists, downloadable for project management and planning.
- Enter all required setup data from links available directly from the task list to user interfaces.
- Export and import data from one database instance to another for rapid setup of alternate environments for testing, training, etc.
- Validate all setups by reviewing setup data reports.



The approach to be followed for the Solution Configuration and Prototype phase consists of a set of structured analysis sessions with key users to validate new system requirements and analyze how the Cloud software applications can be tailored to meet the unique requirements of Hempstead's business. Because the Cloud/SaaS solution database is already configured with basic public sector best practices – the analysis typically focuses on gaps and the changes and additions required to incorporate Hempstead's specific functions and business needs. The initial Prototype system prepared in the prior phase will be used as a baseline during this analysis process.

Key activities in the Gap Analysis include:

- A review and validation of system requirements.
- Discussion of how to improve business processes for Hempstead.
- CherryRoad review of existing As-Is and To-Be Hempstead process maps, if available.
- Mapping of user requirements (from business process improvement decisions) to baseline software capabilities and Best Practices configurations:
  - Gap Analysis
  - Re-designing of business processes.
  - Review, acceptance, and incorporation as appropriate of industry best practices.
  - Change management impacts
- Solution designs to address gaps, new extensions, and reports.



Once the gap analysis is completed, the initial prototype is re-configured and updated to meet the unique requirements identified in the previous tasks. The Hempstead Prototype(s) will contain configurations that are Hempstead-specific and can be used to review basic business processes and Hempstead-specific data and Hempstead's solutions for addressing gaps in functionality.

This includes setting-up and configuring a fully functioning software application with:

- Business Rules
- Hempstead-specific Codes and Configuration Options
- New or Additional Fields on Forms/Screens
- Approval Rules
- Workflow and Routing
- Specific Validation Requirements
- Representative Users and Security

Typical configurations to address the unique requirements of a customer's business could include the deployment and enablement of:

- **Flexfields** – Oracle Flexfields allow you to add user defined fields to your Oracle Cloud Applications quickly and without coding. These customizable fields are part of the Oracle Cloud Applications architecture and can be used to capture more information that is unique to a customer business models and processes. Once setup, Flexfields automatically appear on the appropriate screens and data capture. They can also be used in workflows, ad-hoc reports, and for integration with external systems. Since Flexfields are a delivered component of the application, they are fully upgrade safe.
- **Tailoring Applications Look and Feel** – Oracle Cloud Applications also provide the ability to tailor the look and feel of the application to suit business needs. Some of the available configurations include the ability to hide, enable, reorder, rename, and highlight the elements of the application. Oracle applications support two types of "tailoring;" one that is controlled and mandated by the organization; and one that allows individuals to "personalize" the application to their requirements. In both cases, an Oracle tool is part of the Cloud Applications to make these configurations quickly and easily.
- **Workflow Configurations** – Oracle Cloud Applications contain a number of built-in workflows that are based on commonly used best practices. The solution also allows users to manage workflow processes to their specific requirements. A graphical user interface is available for users to easily modify and customize workflows.
- **Personalizations** – Personalizations are used to change an individual's view of a portal or application page. Other users are not affected by this change. Oracle Composer is a delivered tool to simplify the personalization process by displaying information in a role-based view, so that users only see components relevant to them.



Once the configuration of Cloud Applications has been completed, the final step in this phase is the preparation and demonstration of two more Prototypes or Conference Room pilots (CRPs). In this activity, CherryRoad creates a working CRP of a fully configured application and demonstrates the prototype to key users. This prototype is subsequently used to make refinements and changes as demonstrated in subsequent CRP activities until the entire system represents a fully working and functioning solution.

The CRPs are also useful tools for key users to gain hands-on access and come up the learning curve by processing real transactions and reviewing new and re-engineered business processes within the new system shortly after the initial prototype is completed, within the first few months of project start.

**4.2.6. Solution Configuration & Prototypes Tasks and Deliverables/Milestone**

Table 6. Solution Configuration & Prototypes Tasks and Deliverables/Milestone

TASK	DELIVERABLE OR MILESTONE #	CHERRY ROAD ROLE	HEMPSTEAD ROLE
15. Review and validation of functional requirements		Review Functional Requirements: <ul style="list-style-type: none"> <li>Map functional requirements to application capabilities, and assess "Gaps."</li> <li>Discuss solutions for Gaps.</li> <li>Identification of how each requirement is met.</li> <li>Identification of Gaps.</li> <li>Design how each gap will be addressed via configuration changes and additions, new reports, or extensions to the application.</li> </ul>	<ul style="list-style-type: none"> <li>Participate in Reviews/Meetings.</li> <li>Assist CherryRoad with mapping functional requirements to application capabilities, and assessing "Gaps."</li> <li>Discuss solutions for gaps.</li> <li>Review and accept how each requirement is met.</li> <li>Review Gaps.</li> </ul>
16. Conduct Gap Analysis		<ul style="list-style-type: none"> <li>Conduct review and analysis sessions.</li> </ul>	<ul style="list-style-type: none"> <li>Participate in reviews/ meetings.</li> <li>Participate in Gap Analysis discussions.</li> <li>Review and accept recommended solutions for addressing Gaps.</li> </ul>
17. Prepare and Finalize Gap Analysis (D)	6, 24 and 36	Prepare Gap Analysis Document.	Review Gap Analysis Document.
18. Configure Prototype/ CRP		Configure Hempstead Prototype for each module and processes across modules including: <ul style="list-style-type: none"> <li>COA</li> <li>Business Rules</li> <li>Workflows</li> <li>Approvals</li> <li>Security</li> <li>Standard Reports</li> </ul>	Support configuration process, clarify questions and issues raised by CherryRoad, make decisions on Hempstead-specific configurations.



TASK	DELIVERABLE OR MILESTONE #	CHERRY ROAD ROLE	HEMPSTEAD ROLE
19. Conduct Prototype Review Sessions and Demonstrations		<ul style="list-style-type: none"> <li>Organize and conduct review sessions for Hempstead Prototype.</li> <li>Make adjustments and changes as needed.</li> <li>Prepare additional Prototype(s) as needed to refine and reflect changes and additions.</li> <li>Review with Hempstead.</li> </ul>	<ul style="list-style-type: none"> <li>Participate in Prototype(s) review and assessment.</li> <li>Provide feedback, recommend additional changes in process or configurations as needed.</li> <li>Get hands-on with Prototype(s) and achieve knowledge transfer.</li> </ul>
20. Completed Prototypes (M)	Midpoint – 7 and 37 Final – 8 and 38	<ul style="list-style-type: none"> <li>Finalize Hempstead Prototype.</li> <li>Import configurations to additional Test and Training environments.</li> </ul>	<ul style="list-style-type: none"> <li>Attend Prototype demonstrations.</li> <li>Support configuration process.</li> <li>Clarify questions and issues raised by CherryRoad.</li> <li>Make decisions on Hempstead-specific configurations.</li> </ul>
21. Application Design and Prototypes (Budgeting Only)	25	<ul style="list-style-type: none"> <li>Complete application design and prototypes</li> </ul>	<ul style="list-style-type: none"> <li>Participate in design sessions and prototype presentation(s)</li> </ul>
22. Document Final Module Configurations (D)	9 and 39	Prepare Final Configurations Document.	Review and Accept Final Configurations Document.

#### 4.2.7. Solution Deployment and Testing

In the Solution Deployment and Testing phase, all development activity needed for the new system is planned and executed. Typical development activity will include:

- Integration/Interfaces
- Conversion processes
- New Custom Reports (if any)

For Interface and Conversions to be developed, this phase incorporates the following key activities:

- Interface and Conversion Specifications and Design where all required interfaces and automated conversion programs are designed and processing specification documented.
- Interface and Conversion Development where interfaces and automated conversion programs or spreadsheet templates are developed.
- Interface and Conversion Testing where interfaces and automated conversion processes are unit tested with test data.





Once the development of conversion and integration processes and extended capabilities are completed, they are thoroughly tested. The CherryRoad Testing task in our *FastTrack* methodology covers all the tasks necessary to plan and execute all the testing necessary before production operations. Tests are conducted from both a functional (does it do what it is specified to do?) and a performance (does it adversely impact system performance or does it meet performance requirements?) perspective.

The four kinds of tests performed are:

- **Unit Tests** – Performed on individual programs to validate the program logic;
- **System/Integration Tests** – Performed on a logical component of programs to validate the accuracy and completeness at performing the designed functions as well as testing interaction between programs and subsystems;
- **Performance Tests** – Performed on the entire system to verify the ability of the software to perform under "stress" conditions; and
- **User Functional Tests** – Performed on the entire system by users and management representatives to verify system functionality and usability.

**4.2.7.1. Solution Deployment & Testing Task Roles and Deliverables/Milestone**

Table 7. Solution Deployment & Testing Task Roles and Deliverables/Milestone

TASK	DELIVERABLE OR MILESTONE #	CHERRYROAD ROLE	HEMPSTEAD ROLE
22. Analyze Interface Requirements		Review interface requirements with Hempstead. Confirm interfaces and integration approach.	Support CherryRoad during interfaces review and analysis. Obtain documentation on interfaces as needed.
23. Design and Finalize Interface Processes		Design interface processes, map data, and finalize all interfaces.	Assist CherryRoad in legacy side interface design process (data mapping, legacy system requirements, etc.).
24. Prepare Interface File Loader and/or Spreadsheet Template Formats (D)	10 and 40	Prepare File Loader and Spreadsheet template formats.	Assist in reviewing File Loader and Spreadsheet formats to be used for interfaces. Test creating files and populating spreadsheet templates.
25. Create Interface Files and/or Spreadsheet to Oracle		Process Interface files and spreadsheet templates into Oracle Cloud. Review and confirm interfaced data in Oracle.	Extract data from legacy interface system. Prepare Interface file(s) and/or populate spreadsheet templates.
26. Create Extracts Files and/or Spreadsheets from Oracle		Create extract files or spreadsheets for all data to be interfaced from Oracle to existing Hempstead legacy system or third parties.	Process extract file(s) or spreadsheets and in legacy systems).



TASK	DELIVERABLE OR MILESTONE #	CHERRYROAD ROLE	HEMPSTEAD ROLE
27. Test and Finalize Interface Processes (M)	11 and 41	Test all interfaces to and from Oracle. Document test results. Make changes and adjustments as needed.	Test all interfaces to and from Legacy system. Document test results. Make changes and adjustments as needed.
28. Analyze Conversion Requirements		Review conversion requirements with Hempstead. Confirm data to be converted and conversion approach.	Support CherryRoad during conversion review and analysis. Obtain documentation on existing data to be converted as needed.
29. Design and Finalize Conversion Processes		Design conversion processes, map data, and finalize all conversions.	Assist CherryRoad in legacy side conversion design process (data mapping, legacy system requirements, etc.).
30. Prepare Conversion File Loader and/or Spreadsheet Template Formats (D)	12 and 41	Prepare File Loader and Spreadsheet template formats.	Assist in reviewing File Loader and Spreadsheet formats to be used for converting. Test creating files and populating spreadsheet templates.
31. Validate and Clean Up Conversion Data		Support Hempstead in data validation.	Review, clean-up, and validate all data needed for conversion from legacy systems.
32. Create Conversion Files and/or Spreadsheet to Oracle		Process conversion files and spreadsheet templates into Oracle Cloud. Review and confirm converted data in Oracle.	Extract conversion data from legacy system. Prepare conversion file(s) and/or populate spreadsheet templates.
33. Test and Finalize Conversion Processes (M)	13 and 43	Test all conversion processes to Oracle. Document test results. Make changes and adjustments as needed.	Test all conversion extracts from Legacy system. Document test results. Make changes and adjustments as needed.
34. Train Hempstead on Cloud Reporting Tools		CherryRoad will train Hempstead on the Cloud Reporting Tools.	Attend training sessions on Reporting Tools.
35. Creation of Plan Types and Dimensions (Budgeting Only)	26	Design, configure and implement the specific Plan Types and Dimensions associated with PBCS	Provide assistance in the creation of Plan Types and Dimensions
36. Application Build (Budgeting Only)	27	To configure and build the PBCS application and all interfaces and extracts required to import and export data.	Provide assistance in the application build process.



TASK	DELIVERABLE OR MILESTONE #	CHERRYROAD ROLE	HEMPSTEAD ROLE
36. Review Gap Analysis Solution for Custom Report		All custom reports identified in the Gap Analysis will be reviewed and the Cloud reporting tool needed for development will be identified.	Review custom reporting requirements with CherryRoad. Use existing reports to determine formats.
37. Design Custom Reports (any delivered report that is modified or any new report created)		Support Hempstead efforts to design/layout custom reports and assist in mapping fields to Cloud data.	Prepare designs for all custom reports required. Review with CherryRoad.
38. Use Cloud Tools to Develop Custom Reports		Support Hempstead efforts to develop custom reports using Cloud Reporting Tools.	Use Cloud Reporting Tools to develop new reports.
39. Test Custom Reports		Support Hempstead efforts to test custom reports using Cloud Reporting Tools.	Run and test custom developed reports.
40. Setup, Implementation and Training for Travel Voucher Extension (See Section 5)		Design Travel Voucher Extension. Prepare Design Document. Review and Finalize Complete setup and implementation Provide training	Attend design sessions Review and approve Design Document Participate in setup and implementation Attend training
41. Prepare Acceptance Test Plan (D)	14 and 44	CherryRoad will prepare an Acceptance Testing Plan that defines the testing strategy, tools, and processes for Hempstead's Acceptance Test.	Assist CherryRoad in reviewing and finalizing testing strategy, identifying timeframe for testing, and finalizing testing tools (scripts, forms, etc.).

**4.2.8. Training and Implementation**

The CherryRoad training approach is designed to help mobilize an organization for change and assess the landscape for change issues.

Under the CherryRoad Training approach, there are four key tasks that needed to be completed for the development and execution of an effective training program.

- **Training Assessment** – where the training needs of an organization and the logistics are determined and a Training Plan is prepared.
- **Training Development** – where standard CherryRoad Training Material is customized to reflect Hempstead's configuration and business processes and rules.
- **Training Delivery and Execution** – where training classes are conducted and delivered.
- **Training Evaluation** – where the effectiveness of the Training program is measured and any remedial training needed is conducted.



The CherryRoad training approach is designed to provide clients with the training they need to effectively use the new system in their defined roles. CherryRoad's general philosophy is to use "customized" train-the-trainer training delivered by CherryRoad staff using custom developed training materials.

Concurrent with the execution of a training program, a variety of Production preparation activities occur including:

- Establishing the Production environment.
- Performing final configurations in Production.
- Migrating all extensions and Hempstead-specific business objects to Production.
- Establishing users and related security profiles.
- Running and validating final conversions.
- Preparing Go-Live Checklists for the user organizations and validating readiness.
- Preparing a post-production support strategy.

In addition, CherryRoad will provide training to Hempstead staff in how to use the ad hoc reporting tools that are available. The following training plan will be executed:

- CherryRoad will provide complete training for ad-hoc reporting to approximately 25 department and Hempstead staff prior to implementation. This will consist of up to 8, 20 person classroom training sessions no more than two hours in duration.
- CherryRoad will provide complete training on custom reporting tools to approximately 12 IT staff post implementation. This will consist of one classroom training session no more than four hours in duration.
- CherryRoad will provide refresher training for ad-hoc reporting to approximately 25 department and Hempstead staff prior to implementation. This will consist of up to 8, 20 person classroom training sessions no more than two hours in duration or one web-based training refresher course one hour in duration.
- CherryRoad will provide refresher training on custom reporting tools to approximately 12 IT staff post implementation. This will consist of one classroom training session no more than two hours in duration.

**4.2.9. Training and Implementation Tasks and Deliverables/Milestone**

Table 8. Training and Implementation Tasks and Deliverables/Milestone

TASK	DELIVERABLE OR MILESTONE #	CHERRYROAD ROLE	HEMPSTEAD ROLE
4.1. Assess Training Requirements		CherryRoad will conduct meetings to assess and analyze Hempstead training requirements.	Provide information on staff to be trained, training facilities, and train-the-trainer strategy for end-users.



TASK	DELIVERABLE OR MILESTONE #	CHERRYROAD ROLE	HEMPSTEAD ROLE
42. Prepare Training Plan (D)	15 and 45	Prepare Training Plan that identifies training approach, specific classes, facilities, and tools.	Review Training Plan. Hempstead to assign dedicated person for in-depth review.
43. Prepare End-User and Train-the-Trainer Training Material (D)	16 and 46	Prepare Training Material for Hempstead trainers and end-users.	Review Training Material. Hempstead to assign dedicated person for in-depth review.
44. Provision and Prepare Training Environment		Provision and configure a Training database to support all training activities.	None
45. Conduct Train-the-Trainer/SME Training (M)	17 and 47	CherryRoad will conduct and deliver all SME/Train-the-Trainer training.	Organize and attend training classes. Identify participants.
46. Conduct End-User Training	20, 29 and 50	Lead and facilitate delivery of all remaining end-user training required for Hempstead staff.	Hempstead SMEs and trainers will support CherryRoad staff in the delivery of end-user training classes.
47. Complete training on Oracle's custom reporting tools and ad-hoc reporting to key Hempstead staff		CherryRoad will provide training in the use of Oracle's custom reporting tools and will support Hempstead staff in the development of ad-hoc reports. CherryRoad will also be available during the Implementation and Post-Implementation Support periods to provide report development assistance. The total of this training and support will not exceed 200 hours.	Provide Training Room and Facilities. Attend Training Sessions
48. Prepare Acceptance Test Environment		Provision and configure a Testing database to support Hempstead Acceptance Test activities.	Establish Users/Roles for staff conducting Testing activities.
49. Prepare Acceptance Test Scripts		Support Hempstead's preparation of Test Scripts. Provide samples from other clients as needed.	Prepare Test Scripts.
50. Conduct Acceptance Test (M)	18, 28 and 48	Support Hempstead's Acceptance Testing process. Resolve issue and problems reported.	Conduct Acceptance Test and document results and problems. Retest after issue/problem resolution.
51. Prepare Production Environment		Provision Hempstead's Production database and Cloud environment	None
52. Establish and Configure the Production Environment		Configure and set up all final Hempstead configurations and third party integration.	Assist CherryRoad in configuring Production environment (for knowledge transfer).



TASK	DELIVERABLE OR MILESTONE #	CHERRYROAD ROLE	HEMPSTEAD ROLE
53. Migrate all Interfaces and Hempstead-specific Business Objects (Reports, Interfaces, Automated Conversions) to Production		Migrate and establish Hempstead-specific interface and conversion processes and custom reports.	Assist Cherry Road in migrating and establishing all Hempstead business objects to Production environment for knowledge transfer).
54. Establish Users and Related Security Profiles		Assist Hempstead in defining all Hempstead users, roles, and responsibilities.	Set-Up users, roles, and responsibilities. Hempstead will identify dedicated resource.
55. Prepare Final Conversion Files		Review final Hempstead conversion files for Production.	Create final conversion files for loading including any data clean-up activities.
56. Run Final Conversions		Execute final automated conversion processes.	Validate final conversion runs.
57. Execute any Manual Conversions		Assist Hempstead in completing any manual conversion needed.	Execute any manual conversion activities.
58. Validate and Reconcile Converted Data		Support Hempstead in validating all converted data for Production.	Review and validate converted data in Production.
59. Create and execute cutover strategy		CherryRoad will create a detailed cutover strategy with document steps and execute this as part of Go-Live.	Hempstead will own certain steps in the cutover plan and will be responsible for executing on these steps.
60. Validate Business Readiness		Support Hempstead in validating business readiness.	Hempstead will monitor and report on business readiness and will take steps to help the business close any gaps in readiness.
61. Prepare Roll-Out and Post-Implementation Support Plan (D)	19, 30 and 49	CherryRoad will assist Hempstead in the creation of a Production Support Plan.	Hempstead will create a post-production support plan that documents how Hempstead will support the new system after Go-Live.
62. MILESTONE – GO-LIVE (M)	21, 31 and 51	None	None



#### 4.2.10. Production Support

CherryRoad recognizes the importance of providing on-site support to end-users and technical staff after live operations and our methodology specifically incorporates these activities. The goals of this phase are to make Hempstead self-sufficient functionally and technically in the operations and use of the new system.

To facilitate this, CherryRoad provides the following support:

- Question and answer type of support.
- Help desk support.
- System monitoring.
- Performance monitoring.
- Remedial coaching
- Transition documentation and planning.

One of the key components of this phase is the preparation of a Transition Plan document. This deliverable provides comprehensive documentation of the software status (release levels, patches applied, etc.), client-specific configurations, and project documentation (libraries where project designs and deliverables are maintained).

CherryRoad will provide one month of post Go-Live support for each phase of the project (two months total).

CherryRoad will end its implementation assistance by debriefing management on our assessment of the current status of the project and by offering recommendations, which will enhance the overall use of the system in the future.

In addition to Post Implementation Support that is provided on every project as part of the CherryRoad *FastTrack* Methodology, CherryRoad has included a long-term support structure and assistance beyond the first month of implementation.

A description of this long-term support service is included as Exhibit 1.



**4.2.11. Production Support Tasks and Deliverables/Milestone**

Table 9. Production Support Tasks and Deliverables/Milestone

TASK	DELIVERABLE OR MILESTONE #	CHERRYROAD ROLE	Hempstead ROLE
63. Prepare Post-Implementation Transition Plan		CherryRoad will prepare a Transition Plan after Go-Live that documents all project activities, and serves to transition support activities to Hempstead.	Review Plan and organize internal staff to support the system.
64. Review/Finalize Post-Implementation Transition Plan (D)	22 and 52	Conduct review meetings and update Transition Plan.	Review and approve Transition Plan.
65. Provide Post-Implementation Support (M)	23, 32 and 53	CherryRoad will provide one month of Post-Implementation support for each phase.	Final approval of milestone.
66. HIPAA Initial Installation	73	CherryRoad will undertake an analysis of requirements for HIPAA security requirements. CherryRoad will complete initial installation of the software.	Assist and support analysis of requirements.
67. ADP Setup	74	Through ADP CherryRoad will coordinate and facilitate the initial ADP setups required for tax form processing and W2 preparation.	Review and approve ADP setup

**4.3. Deliverables and Milestones**

As part of the implementation process, CherryRoad will produce a variety of deliverables and establish milestones for completion of tasks and activities.

The following presents a description of each deliverable/milestone. All deliverables will be accepted upon review by Hempstead and completion of:

- Deliverable is free from any errors.
- Deliverable incorporates Hempstead feedback.
- Deliverable meets all conditions and requirements as defined in the below descriptions.





<b>Deliverable/Milestone Number: 1</b>	
<b>Deliverable/Milestone Name:</b> Initial Project Start-Up (Deliverable)	<b>Phase:</b> Overall project
<b>Objective:</b> Project Start-Up	
<b>Scope:</b> The first milestone is active start-up of project activity. Payment associated with this milestone will be paid at the start of the project.	
<b>Format:</b> NA	
<b>Outline:</b> NA	
<b>Notes / Expectations:</b> N/A	
<b>Hempstead Role:</b> NA	
<b>CherryRoad Role:</b> NA	
<b>Acceptance Criteria:</b> Initial project kick-off	

<b>Deliverable/Milestone Number: 2</b>	
<b>Deliverable/Milestone Name:</b> Initial Discovery Questionnaires – Phase I (Deliverable)	<b>Phase:</b> Phase I
<b>Objective:</b> To obtain basic information on Phase I modules and related Hempstead processes and data.	
<b>Scope:</b> CherryRoad will provide a series of questionnaires for each module so that module leads can document Hempstead expectations, key business flows, data, and basic processes.	
<b>Format:</b> Word Document	
<b>Outline:</b> Introduction Instructions Questionnaires for each Phase I module/business area	
<b>Notes / Expectations:</b> N/A	
<b>Hempstead Role:</b> Complete questionnaires. Review questionnaires.	
<b>CherryRoad Role:</b> Prepare questionnaires. Conduct review sessions. Analyze questionnaire responses.	
<b>Acceptance Criteria:</b> Delivery of Hempstead-specific questionnaire to Hempstead.	

<b>Deliverable/Milestone Number: 3</b>	
<b>Deliverable/Milestone Name:</b> Project Plan Baseline (Deliverable)	<b>Phase:</b> Phase I
<b>Objective:</b> To establish a final Project Plan and Schedule for ERP System Project.	
<b>Scope:</b> CherryRoad will prepare a detailed Project Work Plan that will identify each specific deliverable and milestone in the Schedule of Deliverables as well as intermediate tasks and deliverables as necessary for effective project scheduling and control. This Plan will consist of an MS Project Plan, saved using the "save as baseline" option, identifying each of the phases/tasks, milestones, and deliverables associated with each task, estimated duration of each phase/task, and the type and level of participation of CherryRoad and Hempstead staff necessary to achieve the plan objectives. The Work Plan will include specific responsibilities for both CherryRoad and Hempstead staff.	



<b>Format:</b> Word Document and MS Project Plan
<b>Outline:</b> Introduction Project Objectives Project Organization Roles and Responsibilities Project Status Reporting MS Project Plan
<b>Notes / Expectations:</b> N/A
<b>Hempstead Role:</b> Participate in planning sessions. Review & approve deliverable.
<b>CherryRoad Role:</b> Prepare project plan and baseline Plan review with the client
<b>Acceptance Criteria:</b> Delivery of the project plan and client approval of the plan as a baseline.

<b>Deliverable/Milestone Number:</b> 4	
<b>Deliverable/Milestone Name:</b> Completed Foundation Project Team Orientation – Phase I (Milestone)	<b>Phase:</b> Phase I
<b>Objective:</b> Orientation is intended to provide Hempstead Project Team members with the exposure to the Oracle Cloud architecture and navigation very early in the project in order for them to be able to effectively participate in the subsequent gap analysis and prototype processes. Goal is to give the core team an overview of the software so they have seen its basic features prior to going into design sessions.	
<b>Scope:</b> Orientation provided to Hempstead project team on the basic system architecture (e.g., look and feel of the system, tool bars and icons, drop down lists, etc.) and system navigation. Orientation is also provided to the project team on the basic operations and transaction flow of each of the Cloud Applications modules individually, as well as how these modules work in an integrated fashion.	
<b>Format:</b> Complete and deliver all foundation team orientation materials and project team orientation as defined in the SOW. This orientation will be delivered utilizing a baseline LMS. No additional material will be developed.	
<b>Sample Outline:</b> Not Applicable - Milestone	
<b>Notes / Expectations:</b> N/A	
<b>Hempstead Role:</b> Attend orientation.	
<b>CherryRoad Role:</b> Prepare orientation sessions. Deliver orientation.	
<b>Acceptance Criteria:</b> Completed Foundation Team orientation as defined in this SOW.	

<b>Deliverable/Milestone Number:</b> 5	
<b>Deliverable/Milestone Name:</b> Initial Prototype – Phase I (Milestone)	<b>Phase:</b> Phase I
<b>Objective:</b> To configure and demonstrate an initial prototype system to support gap analysis and Hempstead-specific configurations.	
<b>Scope:</b> An initial baseline prototype will be established and demonstrated showing functions, features, and capabilities of the Cloud Applications. A review of standard configurations, workflows, and delivered capabilities will be demonstrated by CherryRoad	



SME's. Some client specific data and configurations will be hand entered into the system to help show features and functionality.
<b>Format:</b> Cloud Application
<b>Outline:</b> Initial prototype covering full functional scope of project for Phase I is completed and delivered and demonstrated to Hempstead.
<b>Notes / Expectations:</b> N/A
<b>Hempstead Role:</b> Attend prototype session(s)
<b>CherryRoad Role:</b> Prepare prototype session(s) Conduct CherryRoad lead prototype session(s)
<b>Acceptance Criteria:</b> Completed prototype session(s) and client approval that the session(s) conveyed a basic understanding of the system.

<b>Deliverable/Milestone Number: 6</b>	
<b>Deliverable/Milestone Name:</b> Gap Analysis – Phase I (Deliverable)	<b>Phase:</b> Phase I
<b>Objective:</b> To evaluate each business requirement identified in the proposal and determine if the software can handle the requirement as delivered. Where this is not possible, a “Gap” exists. We will document the gap and how the gap will be address via software configuration, custom report or process change.	
<b>Scope:</b> For each application, a Gap Analysis will be prepared that identifies gaps between the requirements and delivered functionality and best practice configurations.  This will include: <ul style="list-style-type: none"> <li>• Mapping of Hempstead requirements to Oracle Cloud functionality, including a mapping of workflow requirements.</li> <li>• Identification of how each requirement is met.</li> <li>• Identification of gaps.</li> <li>• Design of how each gap will be addressed via configuration changes and additions, new reports, or extensions to the application.</li> </ul>	
<b>Format:</b> Word and Excel	
<b>Sample Outline:</b> Introduction Objectives Requirements Validation Gap Analysis and Recommended Solutions	
<b>Notes / Expectations:</b> N/A	
<b>Hempstead Role:</b> Attend Gap Analysis sessions. Review and approve Gap Analysis.	
<b>CherryRoad Role:</b> Prepare and deliver Gap Analysis.	
<b>Acceptance Criteria:</b> Deliverable completed and delivered to Hempstead as defined in the SOW.	

<b>Deliverable/Milestone Number: 7</b>	
<b>Deliverable/Milestone Name:</b> Midpoint Prototype (prototype 2)	<b>Phase:</b> Phase I
<b>Objective:</b> To configure and demonstrate a midpoint prototype system consisting of ~50% of requirements having been demonstrated. Initial client-specific data loads, chart of accounts and configurations will be utilized in this prototype.	



<b>Scope:</b> A prototype system will be configured and demonstrated showing client configuration, gap resolutions, workflows, personalizations, flexfields and reports for ~50% of the requirements to be delivered in the final solution. Client data loads will be performed utilizing the data loads that have been completed up until this prototype begins. Delivered security roles will be utilized for some processes.
<b>Format:</b> N/A – This is a milestone
<b>Sample Outline:</b> Not Applicable - Milestone. See above diagram
<b>Notes / Expectations:</b> N/A
<b>Hempstead Role:</b> Attend Prototype sessions. Review and approve configured Prototype(s).
<b>CherryRoad Role:</b> Prepare prototype session(s) Conduct CherryRoad lead prototype session(s)
<b>Acceptance Criteria:</b> Completed prototype session(s) and client approval that the session(s) conveyed a basic understanding of the system.

<b>Deliverable/Milestone Number: 8</b>	
<b>Deliverable/Milestone Name:</b> Final Prototype (prototype 3)	<b>Phase:</b> Phase I
<b>Objective:</b> To configure and demonstrate a final prototype system consisting of all functional requirements having been demonstrated. Final data loads, workflows and configurations will be part of this prototype.	
<b>Scope:</b> A prototype system will be configured and demonstrated showing all client configuration, gap resolutions, workflows, personalizations, flexfields, fast formulas, security setups and reports for at least ~95% of the requirements to be delivered in the final solution. All client data loads will be completed and loaded into this environment before the prototype starts. Any integration that have been completed up until this point will also be shown (not all integration work will be completed for this deliverable).	
<b>Format:</b> N/A – This is a milestone	
<b>Sample Outline:</b> Not Applicable - Milestone. See above diagram	
<b>Notes / Expectations:</b> N/A	
<b>Hempstead Role:</b> Attend Prototype sessions. Review and approve configured Prototype(s).	
<b>CherryRoad Role:</b> Prepare prototype session(s) Conduct CherryRoad lead prototype session(s)	
<b>Acceptance Criteria:</b> Completed prototype session(s) and client approval that the session(s) conveyed a basic understanding of the system.	

<b>Deliverable/Milestone Number: 9</b>	
<b>Deliverable/Milestone Name:</b> Final Module Configurations - Phase I (Deliverable)	<b>Phase:</b> Phase I
<b>Objective:</b> To document the final configurations for the Cloud Applications based on the Prototypes.	
<b>Scope:</b> The Final Configurations deliverable documents all of the final configurations in the Cloud Application including all changes, additions, and new workflows incorporated.	
<b>Format:</b> Word and Excel	
<b>Sample Outline:</b> Introduction Gap Analysis Matrix	



<b>Notes / Expectations:</b> N/A
<b>Hempstead Role:</b> Review Final Configurations Document.
<b>CherryRoad Role:</b> Prepare Final Configurations Document. Review Final Configurations with Hempstead.
<b>Acceptance Criteria:</b> Final configurations document prepared and reviewed by Hempstead.

<b>Deliverable/Milestone Number: 10</b>	
<b>Deliverable/Milestone Name:</b> Interface Templates – Phase I (Deliverable)	<b>Phase:</b> Phase I
<b>Objective:</b> To document the interface data and processes and prepare interface spreadsheet templates and file formats to support the automated interfaces needed for the project.	
<b>Scope:</b> CherryRoad will analyze and prepare a series of templates to support Hempstead in preparing interface data and files for Interface into Oracle Cloud based on the needs of the vendor receiving the file. These templates will be either in a File Loader or Spreadsheet Loader format. A map from existing files or tables will be provided with each template to assist Hempstead in filling up each spreadsheet or preparing a file for loading.  For Interfaces/Integration requirements from Oracle Cloud – CherryRoad will prepare data extracts using standard Data Extract utilities for transmission to external systems.	
<b>Format:</b> Word and Excel	
<b>Sample Outline:</b> Introduction Interface Approach Matrix Spreadsheet Loader Template File Loader Formats	
<b>Notes / Expectations:</b> N/A	
<b>Hempstead Role:</b> Review interface process templates. Extract and prepare interface data to Oracle. Prepare and populate spreadsheet templates with interface data. Prepare File Loader files. Use data extract files from Oracle to interface back to external systems.	
<b>CherryRoad Role:</b> Analyze interface requirements. Prepare interface process spreadsheet templates. Document File Loader specifications. Review and finalize with Hempstead. Load interface data into Cloud Applications and test interface processes. Create data extract files for Hempstead to process for interfaces from Oracle.	
<b>Acceptance Criteria:</b> Interface requirements are defined using interface process templates. All interface data is loaded/extracted and tested per requirements of this SOW.	

<b>Deliverable/Milestone Number: 11</b>	
<b>Deliverable/Milestone Name:</b> Tested Interface Processes – Phase I (Milestone)	<b>Phase:</b> Phase I
<b>Objective:</b> Completed Interface Processes	



<p><b>Scope:</b>                  This milestone represents completed testing of all Interface/Integration processes using the standard Oracle Cloud file and spreadsheet loader processes and data extract capabilities. Hempstead will validate that the interface has performed as designed and sign off</p>
<p><b>Format:</b>                  N/A</p>
<p><b>Sample Outline:</b>                  Not Applicable - Milestone</p>
<p><b>Notes / Expectations:</b> N/A</p>
<p><b>Hempstead Role:</b>                  Review completion of interface processes.                  Perform validation of interface data.                  Test interface processes.                  Provide feedback to Oracle.</p>
<p><b>CherryRoad Role:</b>                  Test interface processes.</p>
<p><b>Acceptance Criteria:</b>                  Interfaces tested and issues resolved.</p>

<b>Deliverable/Milestone Number: 12</b>	
<b>Deliverable/Milestone Name:</b> Conversion Process Templates – Phase I (Deliverable)	<b>Phase:</b> Phase I
<p><b>Objective:</b> To document the conversion data and processes and prepare conversion spreadsheet templates and file formats to support the automated conversion needed for the project.</p>	
<p><b>Scope:</b>                  CherryRoad will analyze conversion requirements and prepare a series of spreadsheet templates and file formats to support Hempstead in preparing conversion data and files. These template will be either in a File Loader or Spreadsheet Loader format. A map from existing files or tables will be provided with each template to assist Hempstead in filling up each spreadsheet or preparing a file for loading.</p>	
<p><b>Format:</b> Word and Excel</p>	
<p><b>Sample Outline:</b>                  Introduction                  Conversion Data and Approach Matrix                  Spreadsheet Loader Template                  File Loader Formats</p>	
<p><b>Notes / Expectations:</b> N/A</p>	
<p><b>Hempstead Role:</b>                  Review conversion process template.                  Extract and clean conversion data.                  Prepare spreadsheet template with conversion data.                  Prepare File Loader files.</p>	
<p><b>CherryRoad Role:</b>                  Analyze conversion requirements.                  Prepare conversion process templates.                  Review and finalize with Hempstead.</p>	
<p><b>Acceptance Criteria:</b>                  Conversions are analyzed to define requirements. All conversions are documented using conversion process templates. Data is loaded into the application and tested.</p>	



<b>Deliverable/Milestone Number: 13</b>	
<b>Deliverable/Milestone Name:</b> Tested Conversion Processes – Phase I (Milestone)	<b>Phase:</b> Phase I
<b>Objective:</b> Completed Conversion Processes	
<b>Scope:</b> This milestone represents completed testing of all conversion processes using the standard Oracle Cloud file and spreadsheet loader processes.	
<b>Format:</b> Test results will serve as milestone output	
<b>Sample Outline:</b> Not Applicable - Milestone	
<b>Notes / Expectations:</b> N/A	
<b>Hempstead Role:</b> Review completion of conversion processes. Perform validation of interface data. Test conversion processes. Provide feedback to Oracle.	
<b>CherryRoad Role:</b> Load conversion data into Cloud Applications and test conversion processes.	
<b>Acceptance Criteria:</b> Conversions tested and issues resolved.	

<b>Deliverable/Milestone Number: 14</b>	
<b>Deliverable/Milestone Name:</b> Testing Plan – Phase I (Deliverable)	<b>Phase:</b> Phase I
<b>Objective:</b> To document the Acceptance Test Plan and Strategy.	
<b>Scope:</b> CherryRoad will prepare an Acceptance Test Plan describing how Hempstead will prepare for and execute the acceptance test. This plan provides a description of the testing approach, the tools and techniques to be used, and a preliminary schedule for the testing effort. The Acceptance Test will serve as Hempstead's basis for accepting the system and beginning full production operations.	
<b>Format:</b> Word and Excel	
<b>Sample Outline:</b> Introduction Testing Strategy and Approach Test Scripts Testing Tools Testing Schedule Acceptance Criteria	
<b>Notes / Expectations:</b> N/A	
<b>Hempstead Role:</b> Review and approve Testing Plan.	
<b>CherryRoad Role:</b> Analyze testing requirements. Prepare Testing Plan. Review and finalize with Hempstead.	
<b>Acceptance Criteria:</b> Test Plan completed as defined in this SOW and delivered to Hempstead.	



<b>Deliverable/Milestone Number: 15</b>	
<b>Deliverable/Milestone Name:</b> Training Plan – Phase I (Deliverable)	<b>Phase:</b> Phase I
<b>Objective:</b> To document the Training Plan and Strategy.	
<b>Scope:</b> This document presents the overall training strategy to be adopted for the ERP system implementation and presents an overview of the recommended training courses and timeline for the ERP system training program.	
<b>Format:</b> Word	
<b>Sample Outline:</b> The Training Plan will contain a detailed discussion of the following topics: <ul style="list-style-type: none"> <li>• Training Assessment – Presents a review of the overall training needs of Hempstead ERP System and identifies the types of training needed.</li> <li>• Description of Training Courses – Provides a brief synopsis of the individual training courses, topics to be presented, prerequisites, duration, etc.</li> <li>• Training Facilities – Discusses the facilities, equipment, and forms needed to execute and manage the ERP system training program.</li> <li>• Training Timeline – Presents an overview of the projected timeline for train-the-trainer and end user training.</li> </ul>	
<b>Notes / Expectations:</b> N/A	
<b>Hempstead Role:</b> Assess training needs and users. Plan training facilities. Review Training Plan.	
<b>CherryRoad Role:</b> Analyze training requirements. Prepare Training Plan. Review and finalize with Hempstead.	
<b>Acceptance Criteria:</b> Prepare and review Training Plan as defined in this SOW with Hempstead.	

<b>Deliverable/Milestone Number: 16</b>	
<b>Deliverable/Milestone Name:</b> Phase I Training Material – by module (Deliverable)	<b>Phase:</b> Phase I
<b>Objective:</b> To prepare the Training Material for End-User and Train-the-Trainer/SME Training.	
<b>Scope:</b> CherryRoad will prepare Hempstead-specific Training Material for each module for the “train-the-trainer” training program which CherryRoad will execute. Hempstead will work with the CherryRoad Training Material to prepare all end-user training.  CherryRoad will provide and deliver the CherryRoad Content Resource Library and User Dashboards as part of our Cloud Training Program. The Resource Library contains training content development by CherryRoad and can contain customized content provided by Hempstead if needed.	
<b>Format:</b> LMS	
<b>Sample Outline:</b> LMS Basic Content LMS Custom Content Printed Custom Content	
<b>Notes / Expectations:</b> N/A	
<b>Hempstead Role:</b> Review training material and LMS Printing of any content	
<b>CherryRoad Role:</b> Prepare training material. Review and finalize with Hempstead.	





**Acceptance Criteria:**

Training materials (in Learning Management System and Resource Section developed and delivered online to Hempstead. Resource content may be downloaded and printed by users.

**Deliverable/Milestone Number: 17**

**Deliverable/Milestone Name:** Train-the-Trainer Training – by module (Milestone)      **Phase:** Phase I

**Objective:** To deliver and complete the final Train-the-Trainer classes and program.

**Scope:**

This milestone represents completion of the Train-the-Trainer training program.

The Train-the-Trainer (TTT) method is intended to prepare Hempstead instructors for delivering instructor-led courses only. Key to the methodology is “Trainer Workshops” facilitated by CherryRoad training developers. Module leads (Hempstead and CherryRoad) are scheduled to participate in trainer Workshop 2 described below.

The recommended TTT methodology involves four basic steps for assigned instructors. At a minimum, instructors should participate in steps 2 through 4. The four basic steps are:

- **Participate in materials testing and/or walk-thru review sessions.**
- **Attend Trainer Workshop 1 – “Learn How to be a Successful Trainer.”** The first half of the workshop is designed to equip instructors with the knowledge needed to be successful in the classroom. CherryRoad uses a combination of two proven learning methodologies in the classroom in order to maximize the success rate of the instructor. The first method is known as the “Natural Learning Cycle.” The second method is the widely accepted Malcolm Knowles Adult Learning Principles.  
 The second half of the workshop is designed to bring added value to the classroom experience for both the instructor and the attendee. A workshop package is developed and provided for each instructor to assist them during their training delivery. It contains information other than the curriculum that is vital to the success of their training class. Examples may include:
  - Classroom Protocol and Instructor Checklist
  - Training Schedule Assignments
  - Technical/Facility Troubleshooting and Contact Procedures
  - Enrollment and Attendance Procedures
  - Absence Procedures (Instructor and Student)
  - Evaluation Process
  - Accessing Training Material
- **Attend Trainer Workshop 2 –** Attend the course(s) that instructors are assigned to deliver. This course is taught by CherryRoad. Classroom instructional training covers the actual subject matter or curriculum that employees are expected to learn during a specific class. Hempstead trainers attend class “as if” they were a student themselves. They will use the exact same training materials that were developed for the course as an employee would when they attend the course. This method teaches instructors the curriculum and allows them to experience the same apprehensions, or excitement that their fellow employees may also experience.
- **Study course materials on self-study basis.**

In cases where train-the-trainer training is applicable, the following process will be followed:

- CherryRoad will prepare training materials to be used using a combination of an LMS and Custom Content for trainers/SMEs.
- CherryRoad will train “Trainers” as described above and Hempstead SMEs.
- Hempstead will use the CherryRoad Custom Content to prepare training materials for end-users.
- CherryRoad will support Hempstead Trainer led efforts for end-user training.



<b>Format:</b> N/A
<b>Sample Outline:</b> Not Applicable - Milestone
<b>Notes / Expectations:</b> N/A
<b>Hempstead Role:</b> Organize and attend Train-the-Trainer Training sessions.
<b>CherryRoad Role:</b> Conduct Train-the-Trainer Training sessions. Evaluate training.
<b>Acceptance Criteria:</b> Training completed for each module. Train-the-trainer training completed.

<b>Deliverable/Milestone Number: 18</b>	
<b>Deliverable/Milestone Name:</b> Completed Conditional Acceptance Test – Phase I (Milestone)	<b>Phase:</b> Phase I
<b>Objective:</b> Document Completion of Hempstead Acceptance Test.	
<b>Scope:</b> This milestone represents completion of Hempstead Acceptance Test and certification that the system is ready for Go-Live.	
<b>Format:</b> N/A	
<b>Sample Outline:</b> Not Applicable - Milestone	
<b>Notes / Expectations:</b> N/A	
<b>Hempstead Role:</b> Prepare Acceptance Test scripts. Execute Acceptance Test. Review and report results.	
<b>CherryRoad Role:</b> Support Hempstead Acceptance Testing. Resolve issues and problems.	
<b>Acceptance Criteria:</b> Configured system meets scope as defined in this SOW and adheres to functional requirements. All material errors are corrected and Hempstead shall have the approval for the decision to Go-Live.	

<b>Deliverable/Milestone Number: 19</b>	
<b>Deliverable/Milestone Name:</b> Roll-Out and Post Implementation Support Plan – By Phase (Deliverable)	<b>Phase:</b> Phase I
<b>Objective:</b> The objectives of this document are to summarize the final ERP system implementation steps and provide a recommended strategy for providing post implementation support for the ERP system project after it is put into production on the Oracle Cloud.	
<b>Scope:</b> <ul style="list-style-type: none"> <li>• Implementation Checklist – which provides a final checklist of the remaining ERP system implementation activities as well as a contingency procedure in the event that the ERP system cannot be brought live according to the current schedule.</li> <li>• Post-Implementation Support Strategy – which describes how ERP system support will be provided to users after production operation begins.</li> </ul>	
<b>Format:</b> Word	
<b>Sample Outline:</b> Introduction	



Implementation Checklist Oracle Support CherryRoad Managed Services Support
<b>Notes / Expectations:</b> N/A
<b>Hempstead Role:</b> Review Roll-Out Plan.
<b>CherryRoad Role:</b> Prepare Roll-Out Plan. Review and finalize with Hempstead.
<b>Acceptance Criteria:</b> Roll Out and Post Implementation Support Plan developed and delivered to Hempstead.

<b>Deliverable/Milestone Number: 21</b>	
<b>Deliverable/Milestone Name:</b> Completed Production System – Phase I Go-Live (Milestone)	<b>Phase:</b> Phase I
<b>Objective:</b> Go-Live and begin Production operations for Phase I.	
<b>Scope:</b> This milestone represents delivery of a completed Production database ready for Go-Live, with all configurations and conversions.	
<b>Format:</b> Milestone	
<b>Sample Outline:</b> N/A	
<b>Notes / Expectations:</b> N/A	
<b>Hempstead Role:</b> Create final conversion files/data. Support establishment of Production security and users. Conduct final validation.	
<b>CherryRoad Role:</b> Prepare, configure, and deliver Production System. Execute final conversions. Establish security. Establish users. Support validation of Production data.	
<b>Acceptance Criteria:</b> System is operating as planned per requirements and design documents. Users are able to log in, access data, and input data as required in the system.	

<b>Deliverable/Milestone Number 22</b>	
<b>Deliverable/Milestone Name:</b> Transition Plan -- Phase I (Deliverable)	<b>Phase:</b> Phase I
<b>Objective:</b> The objectives of this document are to document the current Production environment and facilitate the transition of operations and support to Hempstead.	
<b>Scope:</b> This document provides an outline of the post-implementation activities necessary to maintain the ERP system production system for all of the ERP system applications. In addition, it will provide the information necessary to facilitate the transition of these activities from CherryRoad to Hempstead.	
<b>Format:</b> Word	
<b>Sample Outline:</b> The document will cover the following topics: Issue Identification and Resolution Procedures; System Administration; Oracle Support; Software Patches and Upgrades; Documentation on Interfaces; and final configurations.	
<b>Notes / Expectations:</b> N/A	



<b>Hempstead Role:</b> Review Transition Plan.
<b>CherryRoad Role:</b> Prepare Transition Plan. Review and finalize with Hempstead.
<b>Acceptance Criteria:</b> Transition Plan developed as defined in this SOW and delivered to Hempstead

<b>Deliverable/Milestone Number: 23</b>	
<b>Deliverable/Milestone Name:</b> Implementation Support – Phase I (Milestone)	<b>Phase:</b> Phase I
<b>Objective:</b> Provide 30 days of post-production support to include one month end close process.	
<b>Scope:</b> This milestone represents completion of the post-implementation support period.	
<b>Format:</b> N/A - Milestone	
<b>Sample Outline:</b> N/A	
<b>Notes / Expectations:</b> N/A	
<b>Hempstead Role:</b> Assist in problem reporting and resolution. Grant final acceptance.	
<b>CherryRoad Role:</b> Support operations. Provide remedial training as needed. Resolve issues and problems.	
<b>Acceptance Criteria:</b> Post Go-Live support period completed and Final acceptance granted by Hempstead.	

<b>Deliverable/Milestone Number: 24</b>	
<b>Deliverable/Milestone Name:</b> Fit/Gap Analysis Recommendations – PBCS (Deliverable)	<b>Phase:</b> Phase II
<b>Objective:</b> To review the Functional Requirements, industry best practices, and map to baseline PBCS functionality in order to identify “gaps” and how they will be addressed.	
<b>Scope:</b> For the PBCS application, a Gap Analysis will be prepared that identifies gaps between the requirements and delivered functionality and best practice configurations.  This will include: <ul style="list-style-type: none"> <li>• Mapping of Hempstead requirements to Oracle Cloud functionality, including a mapping of workflow requirements.</li> <li>• Identification of how each requirement is met.</li> <li>• Identification of gaps.</li> <li>• Design of how each gap will be addressed via configuration changes and additions, new reports, or extensions to the application.</li> </ul>	
<b>Format:</b> Word and Excel	
<b>Sample Outline:</b> Introduction Objectives Requirements Validation Gap Analysis and Recommended Solutions	
<b>Notes / Expectations:</b> N/A	



<b>Hempstead Role:</b> Attend Gap Analysis sessions. Review and approve Gap Analysis.
<b>CherryRoad Role:</b> Prepare and deliver Gap Analysis.
<b>Acceptance Criteria:</b> Complete and provide deliverable as defined in this SOW.

<b>Deliverable/Milestone Number: 25</b>	
<b>Deliverable/Milestone Name:</b> Application Design and Prototypes – PBCS (Milestone)	<b>Phase:</b> Phase II
<b>Objective:</b> To design, configure and demonstrate and prototype PBCS application to support gap analysis and Hempstead-specific configurations.	
<b>Scope:</b> An initial baseline prototype will be established and demonstrated showing functions, features, and capabilities of the PBCS.  Two additional prototypes will be configured in an iterative manner to refine PBCS to configure specific Hempstead requirements and business processes  A review of best practice configurations, workflows, and delivered capabilities will be demonstrated and assessed.	
<b>Format:</b> None	
<b>Sample Outline:</b> Not Applicable - Milestone	
<b>Notes / Expectations:</b> N/A	
<b>Hempstead Role:</b> Attend prototype demonstrations.	
<b>CherryRoad Role:</b> Prepare and deliver prototype demonstration sessions.	
<b>Acceptance Criteria:</b> Review of Prototypes covering full functional scope of project for PBCS is completed and delivered and demonstrated to Hempstead.	

<b>Deliverable/Milestone Number: 26</b>	
<b>Deliverable/Milestone Name:</b> Creation of Plan Types and Dimensions – PBCS (Milestone)	<b>Phase:</b> Phase II
<b>Objective:</b> To design, configure and implement the specific Plan Types and Dimensions associated with PBCS	
<b>Scope:</b> Plan Types and dimensions that define how the account and position level budgeting is accomplished for Hempstead will be designed and finalized	
<b>Format:</b> None	
<b>Sample Outline:</b> Not Applicable - Milestone	
<b>Notes / Expectations:</b> N/A	
<b>Hempstead Role:</b> Attend review sessions. Approve final Plan Types and Dimensions	
<b>CherryRoad Role:</b> Prepare and review final Plan Types and Dimensions for PBCS.	
<b>Acceptance Criteria:</b> Review of Plan Types and Dimensions and finalization of Plan Types and dimensions to be included in PBCS.	



<b>Deliverable/Milestone Number: 27</b>	
<b>Deliverable/Milestone Name:</b> Application Build- PBCS (Milestone)	<b>Phase:</b> Phase II
<b>Objective:</b> To configure and build the PBCS application and all interfaces and extracts required to import and export data.	
<b>Scope:</b> This represents a final configured PBCS applications with interfaces	
<b>Format:</b> None	
<b>Sample Outline:</b> Not Applicable - Milestone	
<b>Notes / Expectations:</b> N/A	
<b>Hempstead Role:</b> Attend review sessions. Approve final PBCS build	
<b>CherryRoad Role:</b> Build out the final PBCS application	
<b>Acceptance Criteria:</b> Review of all components of the built out PBCS application.	

<b>Deliverable/Milestone Number: 28</b>	
<b>Deliverable/Milestone Name:</b> PBCS Acceptance Test – Phase II (Milestone)	<b>Phase:</b> Phase II
<b>Objective:</b> Completed Hempstead Acceptance Test. For PBCS	
<b>Scope:</b> This milestone represents completion of Hempstead Acceptance Test and certification that the PBCS application is ready for Go-Live.	
<b>Format:</b> N/A	
<b>Sample Outline:</b> Not Applicable - Milestone	
<b>Notes / Expectations:</b> N/A	
<b>Hempstead Role:</b> Prepare Acceptance Test scripts. Execute Acceptance Test. Review and report results.	
<b>CherryRoad Role:</b> Support Hempstead Acceptance Testing. Resolve issues and problems.	
<b>Acceptance Criteria:</b> Configured system meets scope as defined in this SOW and adheres to functional requirements. All material errors are corrected and Hempstead is ready for Go-Live.	

<b>Deliverable/Milestone Number: 29</b>	
<b>Deliverable/Milestone Name:</b> PBCS Completed Training (Milestone)	<b>Phase:</b> Phase II
<b>Objective:</b> To deliver and complete the final Train-the-Trainer/SME classes and program for PBCS	
<b>Scope:</b> This milestone represents completion of the PBCS Training program including train-the-trainer training and end user training.	
<b>Format:</b> N/A	
<b>Sample Outline:</b> Not Applicable - Milestone	



<b>Notes / Expectations:</b> N/A
<b>Hempstead Role:</b> Organize and attend Train-the-Trainer/SME Training sessions.
<b>CherryRoad Role:</b> Conduct Train-the-Trainer/SME Training sessions. Evaluate training.
<b>Acceptance Criteria:</b> SME Training completed for each module. Train-the-trainer training completed for each module.

<b>Deliverable/Milestone Number:</b> 30	
<b>Deliverable/Milestone Name:</b> Move to Production PBCS (Milestone)	<b>Phase:</b> Phase II
<b>Objective:</b> Migrate fully configured PBCS application and integrations to Production environment	
<b>Scope:</b> This milestone represents delivery of a completed Production environment ready for Go-Live, with all configurations and interfaces needed for PBCS.	
<b>Format:</b> N/A - Milestone	
<b>Sample Outline:</b> N/A	
<b>Notes / Expectations:</b> N/A	
<b>Hempstead Role:</b> Support CherryRoad in Production Deployment of PBCS	
<b>CherryRoad Role:</b> Prepare, configure, and deliver PBCS Production environment Migrate all PBCS processes to Production	
<b>Acceptance Criteria:</b> Deployed PBCS Environment	

<b>Deliverable/Milestone Number:</b> 31	
<b>Deliverable/Milestone Name:</b> Completed Production System – PBCS Go-Live (Milestone)	<b>Phase:</b> Phase II
<b>Objective:</b> Go-Live and begin Production operations.	
<b>Scope:</b> This milestone represents delivery of a completed Production database ready for Go-Live, with all configurations and conversions.	
<b>Format:</b> N/A - Milestone	
<b>Sample Outline:</b> N/A	
<b>Notes / Expectations:</b> N/A	
<b>Hempstead Role:</b> Create final conversion files/data. Support establishment of Production security and users. Conduct final validation.	
<b>CherryRoad Role:</b> Prepare, configure, and deliver Production system. Execute final conversions. Establish security. Establish users.	



Support validation of Production data.  
**Acceptance Criteria:**  
 System is operating as planned per requirements and design documents.  
 Users are able to log in, access data, and input data as required in the system.

**Deliverable/Milestone Number: 32**

<b>Deliverable/Milestone Name:</b> Completed Post Implementation Support –PBCS (Milestone)	<b>Phase:</b> Phase II
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**Objective:** Provide one month of post-production support for PBCS

**Scope:**  
 This milestone represents completion of the post-implementation support period for PBCS

**Format:**  
 N/A - Milestone

**Sample Outline:**  
 N/A

**Notes / Expectations:** N/A

**Hempstead Role:**  
 Assist in problem reporting and resolution.

**CherryRoad Role:**  
 Support operations.  
 Provide remedial training as needed.  
 Resolve issues and problems.

**Acceptance Criteria:**  
 Post Go-Live support period completed and Final acceptance granted by Hempstead.

**Deliverable/Milestone Number: 33**

<b>Deliverable/Milestone Name:</b> Initial Discovery Questionnaires – Phase III (Deliverable)	<b>Phase:</b> Phase III
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**Objective:** To obtain basic information on Phase II modules and Hempstead processes and data.

**Scope:**  
 CherryRoad will provide a series of questionnaires for each module so that module leads can document Hempstead expectations, key business flows, data, and basic processes.

**Format:** Word Document

**Sample Outline:**  
 Introductions  
 Instructions  
 Questionnaires for each Phase IIa module/business area

**Notes / Expectations:** N/A

**Hempstead Role:**  
 Complete questionnaires.  
 Review questionnaires.

**CherryRoad Role:**  
 Conduct review sessions.  
 Prepare deliverable.

**Acceptance Criteria:**  
 Provide Phase II Discovery questionnaires to Hempstead.





<b>Deliverable/Milestone Number:</b> 34	
<b>Deliverable/Milestone Name:</b> Completed Foundation Project Team Orientation – Phase III (Milestone)	<b>Phase:</b> Phase III
<b>Objective:</b> Orientation is intended to provide Hempstead Project Team members with the exposure to the Oracle Cloud architecture and navigation very early in the project in order for them to be able to effectively participate in the subsequent gap analysis and prototype processes. Goal is to give the core team an overview of the software so they have seen its basic features prior to going into design sessions.	
<b>Scope:</b> Orientation provided to Hempstead project team on the basic system architecture (e.g., look and feel of the system, tool bars and icons, drop down lists, etc.) and system navigation. Orientation is also provided to the project team on the basic operations and transaction flow of each of the Cloud Applications modules individually, as well as how these modules work in an integrated fashion.	
<b>Format:</b> Complete and deliver all foundation team orientation materials and project team orientation as defined in the SOW. This orientation will be delivered utilizing a baseline LMS. No additional material will be developed.	
<b>Sample Outline:</b> Not Applicable - Milestone	
<b>Notes / Expectations:</b> N/A	
<b>Hempstead Role:</b> Attend orientation.	
<b>CherryRoad Role:</b> Prepare orientation sessions. Deliver orientation.	
<b>Acceptance Criteria:</b> Completed Foundation Team orientation as defined in this SOW.	

<b>Deliverable/Milestone Number:</b> 35	
<b>Deliverable/Milestone Name:</b> Initial Prototype – Phase III (Milestone)	<b>Phase:</b> Phase III
<b>Objective:</b> To configure and demonstrate an initial prototype system to support gap analysis and Hempstead-specific configurations.	
<b>Scope:</b> An initial baseline prototype will be established and demonstrated showing functions, features, and capabilities of the Cloud Applications. A review of standard configurations, workflows, and delivered capabilities will be demonstrated by CherryRoad SME's. Some client specific data and configurations will be hand entered into the system to help show features and functionality.	
<b>Format:</b> Cloud Application	
<b>Outline:</b> Initial prototype covering full functional scope of project for Phase I is completed and delivered and demonstrated to Hempstead.	
<b>Notes / Expectations:</b> N/A	
<b>Hempstead Role:</b> Attend prototype session(s)	
<b>CherryRoad Role:</b> Prepare prototype session(s) Conduct CherryRoad lead prototype session(s)	
<b>Acceptance Criteria:</b> Completed prototype session(s) and client approval that the session(s) conveyed a basic understanding of the system.	



<b>Deliverable/Milestone Number: 36</b>	
<b>Deliverable/Milestone Name:</b> Gap Analysis – Phase III (Deliverable))	<b>Phase:</b> Phase III
<b>Objective:</b> To evaluate each business requirement identified in the proposal and determine if the software can handle the requirement as delivered. Where this is not possible, a “Gap” exists. We will document the gap and how the gap will be address via software configuration, custom report or process change.	
<b>Scope:</b> For each application, a Gap Analysis will be prepared that identifies gaps between the requirements and delivered functionality and best practice configurations.  This will include: <ul style="list-style-type: none"> <li>• Mapping of Hempstead requirements to Oracle Cloud functionality, including a mapping of workflow requirements.</li> <li>• Identification of how each requirement is met.</li> <li>• Identification of gaps.</li> <li>• Design of how each gap will be addressed via configuration changes and additions, new reports, or extensions to the application.</li> </ul>	
<b>Format:</b> Word and Excel	
<b>Sample Outline:</b> Introduction Objectives Requirements Validation Gap Analysis and Recommended Solutions	
<b>Notes / Expectations:</b> N/A	
<b>Hempstead Role:</b> Attend Gap Analysis sessions. Review and approve Gap Analysis.	
<b>CherryRoad Role:</b> Prepare and deliver Gap Analysis.	
<b>Acceptance Criteria:</b> Deliverable completed and delivered to Hempstead as defined in the SOW.	

<b>Deliverable/Milestone Number: 37</b>	
<b>Deliverable/Milestone Name:</b> Midpoint Prototype (prototype 2)	<b>Phase:</b> Phase III
<b>Objective:</b> To configure and demonstrate a midpoint prototype system consisting of ~50% of requirements having been demonstrated. Initial client-specific data loads, chart of accounts and configurations will be utilized in this prototype.	
<b>Scope:</b> A prototype system will be configured and demonstrated showing client configuration, gap resolutions, workflows, personalizations, flexfields and reports for ~50% of the requirements to be delivered in the final solution. Client data loads will be performed utilizing the data loads that have been completed up until this prototype begins. Delivered security roles will be utilized for some processes.	
<b>Format:</b> N/A – This is a milestone	
<b>Sample Outline:</b> Not Applicable - Milestone. See above diagram	
<b>Notes / Expectations:</b> N/A	
<b>Hempstead Role:</b> Attend Prototype sessions. Review and approve configured Prototype(s).	
<b>CherryRoad Role:</b> Prepare prototype session(s) Conduct CherryRoad lead prototype session(s)	
<b>Acceptance Criteria:</b> Completed prototype session(s) and client approval that the session(s) conveyed a basic understanding of the system.	



<b>Deliverable/Milestone Number: 38</b>	
<b>Deliverable/Milestone Name:</b> Final Prototype (prototype 3)	<b>Phase:</b> Phase III
<b>Objective:</b> To configure and demonstrate a final prototype system consisting of all functional requirements having been demonstrated. Final data loads, workflows and configurations will be part of this prototype.	
<b>Scope:</b> A prototype system will be configured and demonstrated showing all client configuration, gap resolutions, workflows, personalizations, flexfields, fast formulas, security setups and reports for at least ~95% of the requirements to be delivered in the final solution. All client data loads will be completed and loaded into this environment before the prototype starts. Any integration that have been completed up until this point will also be shown (not all integration work will be completed for this deliverable).	
<b>Format:</b> N/A – This is a milestone	
<b>Sample Outline:</b> Not Applicable - Milestone. See above diagram	
<b>Notes / Expectations:</b> N/A	
<b>Hempstead Role:</b> Attend Prototype sessions. Review and approve configured Prototype(s).	
<b>CherryRoad Role:</b> Prepare prototype session(s) Conduct CherryRoad lead prototype session(s)	
<b>Acceptance Criteria:</b> Completed prototype session(s) and client approval that the session(s) conveyed a basic understanding of the system.	

<b>Deliverable/Milestone Number: 39</b>	
<b>Deliverable/Milestone Name:</b> Final Module Configurations - Phase III (Deliverable)	<b>Phase:</b> Phase III
<b>Objective:</b> To document the final configurations for the Cloud Applications based on the Prototypes.	
<b>Scope:</b> The Final Configurations deliverable documents all of the final configurations in the Cloud Application including all changes, additions, and new workflows incorporated.	
<b>Format:</b> Word and Excel	
<b>Sample Outline:</b> TBD	
<b>Notes / Expectations:</b> N/A	
<b>Hempstead Role:</b> Review Final Configurations Document.	
<b>CherryRoad Role:</b> Prepare Final Configurations Document. Review final configurations with Hempstead.	
<b>Acceptance Criteria:</b> Final configurations in Final Configurations document are reviewed and accepted by Hempstead.	



<b>Deliverable/Milestone Number: 40</b>	
<b>Deliverable/Milestone Name:</b> Interface Templates – Phase III (Deliverable)	<b>Phase:</b> Phase III
<b>Objective:</b> To document the interface data and processes and prepare interface spreadsheet templates and file formats to support the automated interfaces needed for the project.	
<b>Scope:</b> CherryRoad will analyze and prepare a series of templates to support Hempstead in preparing interface data and files for Interface into Oracle Cloud based on the needs of the vendor's receiving file. These templates will be either in a File Loader or Spreadsheet Loader format. A map from existing files or tables will be provided with each template to assist Hempstead in filling up each spreadsheet or preparing a file for loading.  For Interfaces/Integration requirements from Oracle Cloud -- CherryRoad will prepare data extracts using standard Data Extract utilities for transmission to external systems.	
<b>Format:</b> Word and Excel	
<b>Sample Outline:</b> Introduction Interface Approach Matrix Spreadsheet Loader Template File Loader Formats	
<b>Notes / Expectations:</b> N/A	
<b>Hempstead Role:</b> Review interface process templates. Extract and prepare interface data to Oracle. Prepare and populate spreadsheet templates with interface data. Prepare File Loader files. Use data extract files from Oracle to interface back to external systems.	
<b>CherryRoad Role:</b> Analyze interface requirements. Prepare interface process spreadsheet templates. Document File Loader specifications. Review and finalize with Hempstead. Load interface data into Cloud Applications and test interface processes. Create data extract files for Hempstead to process for interfaces from Oracle.	
<b>Acceptance Criteria:</b> Interface requirements are defined using interface process templates. All interface data is loaded/extracted and tested per requirements of this SOW.	

<b>Deliverable/Milestone Number: 41</b>	
<b>Deliverable/Milestone Name:</b> Tested Interface Processes – Phase III (Milestone)	<b>Phase:</b> Phase III
<b>Objective:</b> Completed Interface Processes	
<b>Scope:</b> This milestone represents completed testing of all Interface/Integration processes using the standard Oracle Cloud file and spreadsheet loader processes and data extract capabilities.	
<b>Format:</b> N/A	
<b>Sample Outline:</b> Not Applicable - Milestone	
<b>Notes / Expectations:</b> N/A	
<b>Hempstead Role:</b> Review completion of interface processes. Perform validation of interface data.	



Provide feedback to Oracle.
<b>CherryRoad Role:</b> Test interface processes.
<b>Acceptance Criteria:</b> Interfaces tested and issues resolved.

<b>Deliverable/Milestone Number: 42</b>	
<b>Deliverable/Milestone Name:</b> Conversion Process Templates -- Phase III (Deliverable)	<b>Phase:</b> Phase III
<b>Objective:</b> To document the conversion data and processes and prepare conversion spreadsheet templates and file formats to support the automated conversion needed for the project.	
<b>Scope:</b> CherryRoad will analyze conversion requirements and prepare a series of spreadsheet templates and file formats to support Hempstead in preparing conversion data and files. These template will be either in a File Loader or Spreadsheet Loader format. A map from existing files or tables will be provided with each template to assist Hempstead in filling up each spreadsheet or preparing a file for loading.	
<b>Format:</b> Word and Excel	
<b>Sample Outline:</b> Introduction Conversion Data and Approach Matrix Spreadsheet Loader Template File Loader Formats	
<b>Notes / Expectations:</b> N/A	
<b>Hempstead Role:</b> Review conversion process template. Extract and clean conversion data. Prepare spreadsheet template with conversion data. Prepare File Loader files.	
<b>CherryRoad Role:</b> Analyze conversion requirements. Prepare conversion process templates. Review and finalize with Hempstead. Load conversion data into Cloud Applications and test conversion processes.	
<b>Acceptance Criteria:</b> Conversions are analyzed to define requirements. All conversions are documented using conversion process templates. Data is loaded into the application and tested.	

<b>Deliverable/Milestone Number: 43</b>	
<b>Deliverable/Milestone Name:</b> Tested Conversion Processes -- Phase III (Milestone)	<b>Phase:</b> Phase III
<b>Objective:</b> Completed Conversion Processes	
<b>Scope:</b> This milestone represents completed testing of all conversion processes using the standard Oracle Cloud file and spreadsheet loader processes.	
<b>Format:</b> N/A	
<b>Sample Outline:</b> Not Applicable - Milestone	
<b>Notes / Expectations:</b> N/A	
<b>Hempstead Role:</b> Review completion of conversion processes. Perform data validation.	



Provide feedback to Oracle.
<b>CherryRoad Role:</b> Test Conversion Processes
<b>Acceptance Criteria:</b> Conversion processes tested and issues resolved.

<b>Deliverable/Milestone Number: 44</b>	
<b>Deliverable/Milestone Name:</b> Testing Plan -- Phase III (Deliverable)	<b>Phase:</b> Phase III
<b>Objective:</b> To document the Acceptance Test Plan and Strategy.	
<b>Scope:</b> CherryRoad will prepare an Acceptance Test Plan describing how Hempstead will prepare for and execute the acceptance test. This plan provides a description of the testing approach, the tools and techniques to be used, and a preliminary schedule for the testing effort. The Acceptance Test will serve as Hempstead's basis for accepting the system and beginning full production operations.	
<b>Format:</b> Word and Excel	
<b>Sample Outline:</b> Introduction Testing Strategy and Approach Test Scripts Testing Tools Testing Schedule	
<b>Notes / Expectations:</b> N/A	
<b>Hempstead Role:</b> Review Testing Plan.	
<b>CherryRoad Role:</b> Analyze testing requirements. Prepare Testing Plan. Review and finalize with Hempstead.	
<b>Acceptance Criteria:</b> Test Plan completed as defined in this SOW and delivered to Hempstead.	

<b>Deliverable/Milestone Number: 45</b>	
<b>Deliverable/Milestone Name:</b> Training Plan – Phase III (Deliverable)	<b>Phase:</b> Phase III
<b>Objective:</b> To document the Training Plan and Strategy.	
<b>Scope:</b> This document presents the overall training strategy to be adopted for the Phase II ERP system implementation and presents an overview of the recommended training courses and timeline for the ERP system training program.	
<b>Format:</b> Word	
<b>Sample Outline:</b> The Training Plan will contain a detailed discussion of the following topics: <ul style="list-style-type: none"> <li>• Training Assessment – Presents a review of the overall training needs and identifies the types of training needed.</li> <li>• Description of Training Courses – Provides a brief synopsis of the individual training courses, topics to be presented, prerequisites, duration, etc.</li> <li>• Training Facilities – Discusses the facilities, equipment, and forms needed to execute and manage the training program.</li> <li>• Training Timeline – Presents an overview of the projected timeline for train-the-trainer and final end-user training.</li> </ul>	
<b>Notes / Expectations:</b> N/A	



<p><b>Hempstead Role:</b>          Assess training needs and users.          Plan training facilities.          Review Training Plan.</p>
<p><b>CherryRoad Role:</b>          Analyze training requirements.          Prepare Training Plan.          Review and finalize with Hempstead.</p>
<p><b>Acceptance Criteria:</b>          Training Plan completed as defined in this SOW and delivered to Hempstead.</p>

<b>Deliverable/Milestone Number: 46</b>	
<b>Deliverable/Milestone Name:</b> End-User / Train-the-Trainer Training Material – by module – Phase III (Deliverable)	<b>Phase:</b> Phase III
<b>Objective:</b> To prepare the Training Material for Train-the-Trainer Training.	
<p><b>Scope:</b>          CherryRoad will prepare Hempstead-specific Training Material for each module for the “train-the-trainer” training program which CherryRoad will execute. Hempstead will work with the CherryRoad Training Material to prepare all end-user training.</p> <p>CherryRoad will provide and deliver the CherryRoad Content Library and User Dashboards as part of our Cloud Training Program. The Library contains best practice, role-based, pre-developed end-user training content and is used in combination with tailored or customized Hempstead content.</p>	
<b>Format:</b> LMS	
<p><b>Sample Outline:</b>          LMS Basic Content          LMS Custom Content          Printed Custom Content</p>	
<b>Notes / Expectations:</b> N/A	
<p><b>Hempstead Role:</b>          Review training material and LMS          Printing and distribution of all training material</p>	
<p><b>CherryRoad Role:</b>          Prepare training material.          Review and finalize with Hempstead.</p>	
<p><b>Acceptance Criteria:</b>          Training materials (in Learning Management System Courses and Resources Sections) are developed and delivered to Hempstead. Manuals may be downloaded and printed by users.</p>	

<b>Deliverable/Milestone Number: 47</b>	
<b>Deliverable/Milestone Name:</b> Train-the-Trainer Training – by module – Phase III (Milestone)	<b>Phase:</b> Phase III
<b>Objective:</b> To deliver and complete the final Train-the-Trainer classes and program.	
<p><b>Scope:</b>          This milestone represents completion of the Train-the-Trainer training program.</p> <p>The Train-the-Trainer (TTT) method is intended to prepare Hempstead instructors for delivering instructor-led courses only. Key to the methodology is “Trainer Workshops” facilitated by CherryRoad training developers. Module leads (Hempstead and CherryRoad) are scheduled to participate in trainer Workshop 2 described below.</p> <p>The recommended TTT methodology involves four basic steps for assigned instructors. At a minimum, instructors should participate in steps 2 through 4. The four basic steps are:</p>	





- **Participate in materials testing and/or walk-thru review sessions.**
- **Attend Trainer Workshop 1 – “Learn How to be a Successful Trainer.”** The first half of the workshop is designed to equip instructors with the knowledge needed to be successful in the classroom. CherryRoad uses a combination of two proven learning methodologies in the classroom in order to maximize the success rate of the instructor. The first method is known as the “Natural Learning Cycle.” The second method is the widely accepted Malcolm Knowles Adult Learning Principles.  
 The second half of the workshop is designed to bring added value to the classroom experience for both the instructor and the attendee. A workshop package is developed and provided for each instructor to assist them during their training delivery. It contains information other than the curriculum that is vital to the success of their training class. Examples may include:
  - Classroom Protocol and Instructor Checklist
  - Training Schedule Assignments
  - Technical/Facility Troubleshooting and Contact Procedures
  - Enrollment and Attendance Procedures
  - Absence Procedures (Instructor and Student)
  - Evaluation Process
  - Accessing Training Material
- **Attend Trainer Workshop 2 –** Attend the course(s) that instructors are assigned to deliver. This course is taught by CherryRoad. Classroom instructional training covers the actual subject matter or curriculum that employees are expected to learn during a specific class. Hempstead trainers attend class “as if” they were a student themselves. They will use the exact same training materials that were developed for the course as an employee would when they attend the course. This method teaches instructors the curriculum and allows them to experience the same apprehensions, or excitement that their fellow employees may also experience.
- **Study course materials on self-study basis.**

In cases where train-the-trainer training is applicable, the following process will be followed:

- CherryRoad will prepare training materials to be used using a combination of an LMS and Custom Content for trainers.
- CherryRoad will train “Trainers” as described above.
- Hempstead will use the CherryRoad Custom Content to prepare training materials for end-users, if needed..
- CherryRoad will support Hempstead training activities for end-user training as it interacts with the LMS.

**Format:**  
N/A

**Sample Outline:**  
Not Applicable - Milestone

**Notes / Expectations:** N/A

**Hempstead Role:**  
Organize and attend Train-the-Trainer/SME Training sessions.

**CherryRoad Role:**  
Conduct Train-the-Trainer/SME Training sessions.  
Evaluate training.

**Acceptance Criteria:**  
SME training completed for each module.  
Train-the-trainer training completed for each module.





<b>Deliverable/Milestone Number: 48</b>	
<b>Deliverable/Milestone Name:</b> Completed Conditional Acceptance Test – Phase III (Milestone)	<b>Phase:</b> Phase III
<b>Objective:</b> Completed Hempstead Acceptance Test.	
<b>Scope:</b> This milestone represents completion of Hempstead Acceptance Test and certification that the system is ready for Go-Live.	
<b>Format:</b> N/A	
<b>Sample Outline:</b> Not Applicable - Milestone	
<b>Notes / Expectations:</b> N/A	
<b>Hempstead Role:</b> Prepare Acceptance Test scripts. Execute Acceptance Test. Review and report results.	
<b>CherryRoad Role:</b> Support Hempstead Acceptance Testing. Resolve issues and problems.	
<b>Acceptance Criteria:</b> Configured system meets scope as defined in this SOW and adheres to functional requirements. All material errors are corrected and Hempstead is ready for Go-Live.	

<b>Deliverable/Milestone Number: 49</b>	
<b>Deliverable/Milestone Name:</b> Roll-Out Plan and Post Production Support Plan – By Phase (Deliverable)	<b>Phase:</b> Phase III
<b>Objective:</b> The objectives of this document are to summarize the final ERP system implementation steps and provide a recommended strategy for providing post implementation support for the ERP system project after it is put into production on the Oracle Cloud.	
<b>Scope:</b> <ul style="list-style-type: none"> <li>• Implementation Checklist – which provides a final checklist of the remaining ERP system implementation activities as well as a contingency procedure in the event that the ERP system cannot be brought live according to the current schedule.</li> <li>• Post-Implementation Support Strategy – which describes how ERP system support will be provided to users after production operation begins.</li> </ul>	
<b>Format:</b> Word	
<b>Sample Outline:</b> TBD	
<b>Notes / Expectations:</b> N/A	
<b>Hempstead Role:</b> Review Roll-Out Plan.	
<b>CherryRoad Role:</b> Prepare Roll-Out Plan. Review and finalize with Hempstead.	
<b>Acceptance Criteria:</b> Complete deliverable as defined in this SOW.	



<b>Deliverable/Milestone Number: 51</b>	
<b>Deliverable/Milestone Name:</b> Completed Production System – Phase II Go-Live (Milestone)	<b>Phase:</b> Phase III
<b>Objective:</b> Go-Live and begin Production operations.	
<b>Scope:</b> This milestone represents delivery of a completed Production database ready for Go-Live, with all configurations and conversions.	
<b>Format:</b> N/A - Milestone	
<b>Sample Outline:</b> N/A	
<b>Notes / Expectations:</b> N/A	
<b>Hempstead Role:</b> Create final conversion files/data. Support establishment of Production security and users. Conduct final validation.	
<b>CherryRoad Role:</b> Prepare, configure, and deliver Production system. Execute final conversions. Establish security. Establish users. Support validation of Production data.	
<b>Acceptance Criteria:</b> System is operating as planned per requirements and design documents. Users are able to log in, access data, and input data as required in the system.	

<b>Deliverable/Milestone Number: 52</b>	
<b>Deliverable/Milestone Name:</b> Transition Plan – Phase III (Deliverable)	<b>Phase:</b> Phase III
<b>Objective:</b> The objectives of this document are to document the current Production environment and facilitate the transition of operations and support to Hempstead.	
<b>Scope:</b> This document provides an outline of the post-implementation activities necessary to maintain the ERP system production system for all of the ERP system applications. In addition, it will provide the information necessary to facilitate the transition of these activities from CherryRoad to Hempstead.	
<b>Format:</b> Word	
<b>Sample Outline:</b> The document will cover the following topics: Issue Identification and Resolution Procedures; System Administration; Oracle Support; Software Patches and Upgrades; Documentation on Interfaces; and final configurations.	
<b>Notes / Expectations:</b> N/A	
<b>Hempstead Role:</b> Review Transition Plan.	
<b>CherryRoad Role:</b> Prepare Transition Plan. Review and finalize with Hempstead.	
<b>Acceptance Criteria:</b> Transition Plan developed as defined in this SOW and delivered to Hempstead.	



<b>Deliverable/Milestone Number: 53</b>	
<b>Deliverable/Milestone Name:</b> Implementation Support – Phase III (Milestone)	<b>Phase:</b> Phase III
<b>Objective:</b> Provide one month of post-production support.	
<b>Scope:</b> This milestone represents completion of the post-implementation support period.	
<b>Format:</b> N/A - Milestone	
<b>Sample Outline:</b> N/A	
<b>Notes / Expectations:</b> N/A	
<b>Hempstead Role:</b> Assist in problem reporting and resolution.	
<b>CherryRoad Role:</b> Support operations. Provide remedial training as needed. Resolve issues and problems.	
<b>Acceptance Criteria:</b> Post Go-Live support period completed and Final acceptance granted by Hempstead.	



## 5. Section 5: Change/Project Management

See Section 2.4 for a detailed discussion of Project Management.

CherryRoad will provide change management services to support Hempstead's change management and communications strategy for the new ERP system. The four major components of the CherryRoad OCM approach include:

- Change Governance
- Communications
- Readiness
- Training

CherryRoad has recognized the importance of executing a Change Management strategy at Hempstead. In this regard, we will provide a part-time (approximately 40-60 hours/month on average) Change Management/Process Specialist to work with a Hempstead Change Management Coordinator to execute change management during the ERP project.

On-site vs. off-site presence of our Change/Process Management will vary by month but it is anticipated that onsite presence during peak periods will be up to approximately 50% with non-peak onsite presence up to approximately 25%. There will be peak periods in the Solution Configuration and Prototype(s) and Solution Deployment and Testing phases as organizational and operational changes are being formulated to assimilate the new system into the organization. In addition, there will be peak periods during the Training and Implementation as the organizational and operational changes are rolled out throughout the organization.

The Project Manager will be dedicated to the Hempstead project 100% of his/her time during the implementation with a minimum of 50% onsite. The Project Manager will be onsite 80%-90% during key stages of the project.

CherryRoad will develop an OCM plan during the first few weeks of the project, comprised of the four components described above. These components will be integrated into the CherryRoad project plan to not only support project activities but to create a foundation of user support that will continue well beyond Go-Live. Additionally, to build Hempstead ownership and expertise, CherryRoad will provide OCM guidance to Hempstead staff throughout the project on all OCM related activities.

The following table summarizes the major OCM related activities to be undertaken during the project.



Table 10. OCM activities for the project.

Tasks	CherryRoad Role	Hempstead Role
<ul style="list-style-type: none"> <li>• Create Governance</li> </ul>	CherryRoad will provide input based upon experience from other projects.	Hempstead will establish a project Steering Committee and identify individuals to serve.
<ul style="list-style-type: none"> <li>• Complete Stakeholder Analysis</li> </ul>	CherryRoad will take the lead in conducting a survey of stakeholders to identify their particular priorities for the project.	Hempstead will work with CherryRoad in conducting this survey of stakeholders..
<ul style="list-style-type: none"> <li>• Develop Communication Plan</li> </ul>	CherryRoad will take the lead in developing a communication plan outlining how information will be communicated at the various levels of the organization. (e.g., newsletters, emails, team meetings, etc.) provide input based upon experience from other projects.	Hempstead will work with CherryRoad in developing the communications plan.
<ul style="list-style-type: none"> <li>• Create Readiness Network</li> </ul>	CherryRoad will provide input based upon experience from other projects.	Hempstead will identify all activities required to ensure that internet access is available for all team members involved in the implementation.
<ul style="list-style-type: none"> <li>• Facilitate Governance Meetings</li> </ul>	CherryRoad will provide input based upon experience from other projects.	Hempstead will establish a schedule for Governance meetings, facilitate the meetings, and follow-up on action items
<ul style="list-style-type: none"> <li>• Facilitate Readiness Activities</li> </ul>	CherryRoad will provide input based upon experience from other projects.	Hempstead will execute activities required to ensure that internet access is available for all team members involved in the implementation.
<ul style="list-style-type: none"> <li>• Execute Communications Plan</li> </ul>	CherryRoad will provide input based upon experience from other projects.	Hempstead will execute the tasks identified in the Communications plan and issue communications as appropriate.
<ul style="list-style-type: none"> <li>• Document Change Impacts</li> </ul>	CherryRoad will provide input based upon experience from other projects.	Hempstead will document impacts to the organization as they are known at the beginning of the project and develop actions as necessary to minimize disruption to the organization.



Tasks	CherryRoad Role	Hempstead Role
<ul style="list-style-type: none"> <li>Assess organizational and operational impacts of new system during system design and prototyping</li> </ul>	CherryRoad Change Mgt. lead will participate and provide input based upon experience from other projects.	Hempstead will assess the impacts on operations/processes resulting from new system. 'As is' and 'To be' assessments will be completed.
<ul style="list-style-type: none"> <li>Develop revised business processes and process flows resulting from new system</li> </ul>	CherryRoad will provide input based upon experience from other projects.	Hempstead will develop revised process flows for each of the functional areas required for the operations of the new system.
<ul style="list-style-type: none"> <li>Distribute revised business processes and process flows to Hempstead operational/departmental staff</li> </ul>	CherryRoad Change Mgt. lead will participate and provide input based upon experience from other projects.	Through a series of meetings with operational/departmental staff, Hempstead will inform individuals who will be impacted by the new system of the anticipated changes. Also utilize the established communication network to inform Hempstead staff of the upcoming changes.
<ul style="list-style-type: none"> <li>Incorporate operational/process changes into End User Training</li> </ul>	CherryRoad will provide input based upon experience from other projects.	Hempstead will incorporate operational/process changes in End User training.



## 6. Section 6: Training

The core guiding principles for capability development involves two targeted training audiences. The two targeted audiences are: (1) project team members who will participate in the implementation process, and (2) end-users who will interact with the new system.

Overall Training Approach – CherryRoad will be responsible for development of all training material. CherryRoad will also take the lead and facilitate the delivery of training to the initial project team, Hempstead trainers, and end-users.

CherryRoad's training approach includes a 'train-the-trainer' component. While CherryRoad will lead and facilitate end-user training trained Hempstead resources will support and assist in the delivery of end user training. We have found through years of experience that end-user training is most effective if client resources who are often peers to the training audience are involved in the delivery of end-user training.

These trained resources will also be available to provide training to new hires or individuals transferred within the organization who assume new/different responsibilities.

Because the training requirements are different for each audience, two training methods are used. The two training methods are:

**Foundational Team Training (FTT)** – This training is a conceptual overview of Oracle Cloud products depicting its look and feel and high level functionality for key business processes. System terminology and special features are also introduced. Team members will utilize this information to effectively participate in CherryRoad's Discovery Sessions led by CherryRoad functional team members.

**End-User Training (EUT)** – Methods for training end-users must ensure that learning experiences and supporting documentation are clear, concise, and user-friendly. Oracle Cloud was designed and developed using best business practices. Therefore CherryRoad EUT materials will reflect Oracle's best business practice approach in a clear, concise, and user-friendly manner while incorporating Hempstead-specific tailored functionality.

CherryRoad's Cloud Training content provides role-based training for three roles: employee, manager, and Core/SME. Training courses and material is available 24/7 using the CherryRoad LMS. Additional Hempstead specific documentation can also be added to the LMS using the Hempstead Resource library.

CherryRoad will plan and prepare training material for the train-the-trainer (TTT) courses and deliver the TTT classes. Hempstead will be responsible for executing the final end-user training program.



## 6.1 Training Coordination

All training activities will be planned and coordinated by CherryRoad in close cooperation with the Hempstead Project Manager.

A formal Training Plan deliverable will be prepared that will be used as a guide to coordinate all training activities. This document presents the overall training strategy to be adopted for the ERP system implementation and presents an overview of the recommended training courses and schedule for the ERP system training program.

The Training Plan will contain a detailed discussion of the following topics:

- Training Assessment – Presents a review of the overall training needs of Hempstead users and identifies the types of training needed.
- Description of Training Courses – Provides a brief synopsis of the individual training courses, topics to be presented, prerequisites, duration, etc.
- Training Facilities – Discusses the facilities, equipment, and forms needed to execute and manage the training program.

Training Timeline – Presents an overview of the projected timeline for train-the-trainer and final end-user training.

## 6.2 Training Material Development

Material for each TTT training course will be developed by CherryRoad and made available to users through an Learning Management System (LMS) training portal. This material may be used to deliver to end-user training. Additional end-user training may be developed by Hempstead, if applicable. The custom content will incorporate:

- Hempstead Business Processes with Applicable Rules
- Hempstead Data and Fields
- Screen by Screen Instructions
- Hands-on step-by-step business process simulations

Custom content will be built based on the final configured ERP system, so that users can be trained on the system they will be using.

For any technical training that may be needed, CherryRoad recommends that all technical training will be accomplished by Oracle Education, and training materials and facilities will be provided by Oracle.

## 6.3 Training Courses

### 6.3.1 Project Team/Foundation Training





Project Team/Foundation Training is typically conducted at the start of the project for each phase. CherryRoad will utilize an online LMS to conduct this training.

Project Team/Foundation Training components include:

- **Management Orientation Training** – This initial training will be conducted during the Project Planning and Discovery phase of the project to orient users at all levels to basic system functionality, concepts, and key goals and objectives of the effort.
- **Navigation Training** – This training is provided to train the core team on the basic navigation, menu, and related capabilities of the Oracle Cloud software.
- **Initial Module Training** – CherryRoad will conduct overview training on each of the modules to be implemented in each phase. This training will focus on a specific module and cover navigation concepts, baseline functionality, processing and workflow, and other concepts specific to a given module. The goal of this training is to prepare core users of a module for the subsequent configuration and prototype(s) sessions.

### 6.3.2 Train-the-Trainer and End-User Training

The Train-the-Trainer (TTT) method is intended to prepare Hempstead instructors for delivering instructor-led courses only. Key to the methodology is “Trainer Workshops” facilitated by CherryRoad training developers. Module leads for both Hempstead and CherryRoad will participate in the trainer workshops.

The recommended TTT methodology involves four basic steps for assigned instructors. At a minimum, instructors should participate in steps 2 through 4. The four basic steps are:

#### **Participate in materials testing and/or walk-thru review sessions.**

- **Attend Trainer Workshop 1 – “Learn How to be a Successful Trainer.”** The first half of the workshop is designed to equip instructors with the knowledge needed to be successful in the classroom. CherryRoad uses a combination of two proven learning methodologies in the classroom in order to maximize the success rate of the instructor. The first method is known as the “Natural Learning Cycle.” The second method is the widely accepted Malcolm Knowles Adult Learning Principles.

The second half of the workshop is designed to bring added value to the classroom experience for both the instructor and the attendee. A workshop package is developed and provided for each instructor to assist them during their training delivery. It contains information other than the curriculum that is vital to the success of their training class. Examples may include:

- Classroom Protocol and Instructor Checklist
- Training Schedule Assignments
- Technical/Facility Troubleshooting and Contact Procedures
- Enrollment and Attendance Procedures



- Absence Procedures (Instructor and Student)
- Evaluation Process
- Accessing Training Material
- **Attend Trainer Workshop 2** – Attend the course(s) that instructors are assigned to deliver. This course is taught by CherryRoad. Classroom instructional training covers the actual subject matter or curriculum that employees are expected to learn during a specific class. Hempstead trainers attend class “as if” they were a student themselves. They will use the exact same training materials that were developed for the course as an employee would when they attend the course. This method teaches instructors the curriculum and allows them to experience the same apprehensions, or excitement that their fellow employees may also experience.
- **Study course materials on self-study basis.**

In cases where train-the-trainer training is applicable, the following process will be followed:

- CherryRoad will prepare training materials to be used in combination with a LMS. The content will be customized to Hempstead business processes for the trainers.
- CherryRoad will train “Trainers” as described above
- Hempstead will use the CherryRoad Custom Content to prepare any additional training materials for end-users.
- CherryRoad will support Hempstead Training activities for end-user training as the activities interact with the LMS.

As described in 4.2.5 above, CherryRoad will also provide training in the use of the ad hoc report development tools that are available through the proposed Fusion SaaS solution.

#### 6.4 Training Delivery

All Project Team/FTT training described in 6.3 will be delivered by CherryRoad.

All Training-the-Trainer Training will be delivered by CherryRoad.

CherryRoad will lead and facilitate the delivery of end-user training with support and assistance by Hempstead trainers.

#### 6.5 Training Evaluation and Follow Up

User training will be evaluated to obtain feedback from participants and to determine if additional remedial training is necessary. CherryRoad may use, as appropriate, several approaches to verify that knowledge transfer has taken place either through formal or informal training and mentoring.

- **Training Audit** – CherryRoad may conduct a training audit after completion of end-user training to evaluate the effectiveness of the training program.
- **User Surveys** – Users will be asked to complete a user survey so that we can assess training effectiveness and knowledge transfer.



- **Training Workshops** – During the initial weeks of live operations, CherryRoad recommends a centralized workshop facility where users can come and enter their initial transactions while having direct support from CherryRoad staff.

The following table summarizes the responsibilities for the major tasks and activities associated with the training effort:

Table 11. Training efforts

Training Activity	CherryRoad Role	Hempstead Role
Logistics and training administration	CherryRoad will assist.	Hempstead will take the lead in organizing and planning all training delivery.
Training rooms and facilities (whiteboards, projectors, copying for material, etc.)	N/A	Hempstead will be responsible for training facility setup and availability.
Project team/FTT training delivery (courses are on-line vanilla off-the shelf)	CherryRoad will organize and deliver project team training.	Hempstead project team will participate.
Development of Training Plan/Strategy document	CherryRoad will develop a training plan/strategy that covers all formal training, including end-user training.	Hempstead will review and approve the Training Plan/Strategy.
Train-the-Trainer course development for Trainers/SMEs	CherryRoad will develop Hempstead specific Train-the-Trainer training material.	Hempstead will provide input during development, review and approve the training material.
Train-the-Trainer/SME delivery	CherryRoad will deliver Train-the-Trainer training.	Assist
End-User Training Delivery	CherryRoad will lead and facilitate the delivery of end user training	Hempstead Trainers and SME's will assist and support
Supporting Policy and Procedure Development	CRT will incorporate policy and procedures in training content if provided during the development process. Policy and procedure documents created by Hempstead may also be included in the LMS.	Hempstead will finalize operational/process requirements to incorporate into End-User training material.



Training Activity	CherryRoad Role	Hempstead Role
End-user training material development	CherryRoad will support the incorporation of revised policies and processes into the Train-the-Trainer training material.	Hempstead will identify revised policies and processes for inclusion in the Train-the-Trainer material developed by CRT for the purpose of developing End-User training material.

**6.6 Report Training**

Cherry Road will train the Town on how to use Oracle’s OTBI reporting tool for creating ad hoc reports. All custom reports are the responsibility of the Town to create. It is important for the Town’s users to be able to create their own reports and get the data out of the system that they need on a regular basis. To accommodate for this, Cherry Road will conduct 1 4-hour class to train users on how to create OTBI reports and 3 refresher classes 2 hours each.



**SUPPLEMENTAL SOW MATERIAL**

This section provides responses to the Town’s additional questions issued on March 23, 2018

**Question 1:** Quantify costs associated with proposed Training scope, in addition to Change Management and excluding Knowledge Management Activities.

The four tables below quantify the work that is performed by CherryRoad for the City of Hempstead training program. Table 1 identifies management activities. Tables 2-4 identify the training development areas according to Cloud CherryRoad user roles.

Table 12. Work done by CherryRoad for the City of Hempstead training program

CherryRoad Management Role				Content Development			
EUT Questionnaire	x	x		<b>Employee Self Service (ESS)</b>			
EUT Questionnaire Analysis	x	x		Getting Started with the Cloud	x		x
EUT Course Outline Development	x	x		My Benefits			x
EUT Plan	x	x		My Timecard			x
Bi-Weekly Training Meetings	x	x	x	My Personal Information	x		x
LMS Portal Setup	x	x	x	My Paycheck			x
LMS Portal Ongoing Management	x	x	x	My Absences			x
Course Setup	x	x	x	My Orders	x		
User Setup	x	x	x	Requisitioning	x		
Enrollment	x	x	x	Receiving	x		
Attendance Tracking	x	x	x	My Learning			x
Completion Tracking	x	x	x	My Expenses			x
User LMS Troubleshooting	x	x	x				
Content Development	x	x	x				
Content Creation	x	x	x				
Content Dev. Production Schedule	x	x	x				
Content Review Process	x	x	x				
Content Review Edits	x	x	x				
Content SCORM Conversion	x	x	x				
Content Posting	x	x	x				



Content Development				Content Development			
<b>Manager Self Service (MSS)</b>				<b>Core Module Roles</b>			
Managing My Worklist	x		x	General Ledger (GL)		x	
Managing My Employee Absences			x	Accounts Payable (AP)		x	
Managing My Employee Timecards			x	Accounts Receivable (AR)		x	
Approving Ordering Requests	x			Fixed Assets (FA)		x	
Approve Requisition	x			Cash Management (CM)		x	
Approve PO	x			Procurement (PO)		x	
Managing My Team HR Activities			x	Procurement Contracts (CN)		x	
Hire				Project & Grant Management (PG)		x	
Transfer			x	Supplier Management		x	
Promote			x	Human Capital Management (HCM)			
Terminate				Human Resources (HR)			x
Managing Bid Approval	x		x	Compensation			x
Managing Empl Expense Approvals	x		x	Workforce Reputation			x
Managing My Employee Learning			x	Absence Management (AM)			x
Running Reports	x	x	x	Payroll			x
				Time and Labor (TL)			x
				Budgeting		x	



**Question 2:** Provide costs associated with CherryRoad delivering all in-scope end-user training instead of Hempstead trainers, as an option for the Town.

In order to estimate the number of training hours required to deliver training for the Town, an estimated training program was developed. It is estimated that EUT for Hempstead will take approx. 15 to 20 days or 183 to 223 hours to deliver. This estimate was derived from the recommended course offerings listed in the table below. The table contains the recommended course, the duration of the course, the associated user role, the recommended delivery method for the course, the number of classes provided, the estimated number of users, and the range of hours required to deliver the training course per the number of classes offered. A definition of each delivery method type has also been provided.

CherryRoad will be responsible for leading and facilitating the delivery of end user training, with assistance provided by Hempstead SME's. While CherryRoad will deliver this training it is important that the Town identify trainers who will be responsible for providing training after the end of the project to new hires and individuals transferred within the organization who will be undertaking new responsibilities. The individuals identified as Hempstead trainers should participate along with CherryRoad in the delivery of end-user training.

Table 13. Estimated Course Offerings

Estimated Course Listing									
Auditorium Introduction Session (ESS & MSS)	I	2 hours	Empl / Mgr	Large Conference Room (50-100 seats)	6	350 - 600	50 to 100 seats per session	12	12
Employee Self Service	I	3-4 hours	Employee	Online Self-Study	0	All Users	Unlimited for employees; 1ILT for employee support personnel	3	4
Manager Self Service	I	3-4 hours	Manager	Blended (ILT & Online Self-Study)	8	120	Unlimited for Online Self Study	24	36
Fixed Assets (FA)	I	2-3 hours	Core	Knowledge Transfer	1	>=15	Up to 20 users per class	2	3
Accounts Payable (AP)	I	2-3 hours	Core	Instructor-Led Classroom	2	>=30	Up to 20 users per class	4	6
Accounts Receivable (AR)	I	2-3 hours	Core	Knowledge Transfer	1	>=15	Up to 20 users per class	2	3
General Ledger (GL)	I	2-3 hours	Core	Knowledge Transfer	1	>=15	Up to 20 users per class	2	3
Planning & Budgeting	II	2-3 hours	Core	Knowledge Transfer	1	>=15	Up to 20 users per class	2	3
Cash Management (CM)	I	1 hour	Core	Knowledge Transfer	1	>=15	Up to 20 users per class	1	1
Procurement (PO)	I	2-3 hours	Core	Instructor-Led Training	2	>=30	Up to 20 users per class	4	6
Supplier Management	I	2-3 hours	Core	Knowledge Transfer	1	>=15	Up to 20 users per class	2	3
Procurement Contracts (CN)	I	2-3 hours	Core	Knowledge Transfer	1	>=15	Up to 20 users per class	2	3
Project & Grant Management (PG)	I	8-8 hours	Core	Instructor-Led Training	3	>=45	Up to 20 users per class	18	24
Human Capital Management (HCM)									
Human Resources (HR)	III	4-5 hours	Core	Knowledge Transfer	1	>=15	Up to 20 users per class	4	5
Compensation	III	1-2 hours	Core	Knowledge Transfer	1	>=15	Up to 20 users per class	1	2
Workforce Reputation	III	1-2 hours	Core	Knowledge Transfer	1	>=15	Up to 20 users per class	1	2
Absence Management (AM)	III	3-4 hours	Core	Knowledge Transfer	1	>=15	Up to 20 users per class	3	4
Payroll	III	8-8 hours	Core	Knowledge Transfer	1	>=15	Up to 20 users per class	6	8
Time and Labor (TL)	III	3-4 hours	Core	Knowledge Transfer	1	>=15	Up to 20 users per class	3	4
								96	132

### Deliver Method Descriptions

**Knowledge Transfer Training** - this approach focuses on meeting the needs of a smaller Core audience. When the audience size is less than or equal to 15 this more personalized approach is recommended. Users will receive hands-on ILT provided by the module expert who implemented their new system. A training manual is developed using the step-by-step Hempstead business process test scripts. The instructor will lead the users through the training manual using the Hempstead system. KT is only offered as the delivery method when the audience size is 'less than' or 'equal to' 15 individuals. Online business process simulations are not included in this training delivery method and therefore are not a part of the LMS.



**Instructor-Led Training (ILT)** - An Instructor-Led class is characterized as the practice of learning that takes place between an instructor and a learner in a classroom or virtual classroom setting. Typically, these classes are highly interactive and involve hands-on step-by-step business process simulation training with the guidance of an instructor. ILT business process simulations are available 24/7 in the CR training portal.

**Online Self-Study** training is recommended for business processes that are relatively simple and easy to learn. It is also an effective way to train large numbers of users. This approach includes hands-on business process simulations allowing user to learn at their own pace. It can also serve as reference for "help," or as a "reminder" on how to complete a specific task using the step-by-step instructions.

**Auditorium Sessions** can be used as instructor facilitated "training orientation" sessions focusing on introducing employees to the available online self-study courses. Here they learn how to access and complete their recommended training courses, as well as hear key training or project communications. The sessions do not require facilities with individual computers, however internet access is needed. They enable large audiences to participate in a single session and provide a forum for users to ask questions.

**Question 3:** Clarify CherryRoad's responsibilities for creating end-user training materials, and co-facilitation of end-user training sessions with Hempstead trainers.

**End-User Training Materials** - CherryRoad creates the Train-the-trainer content that can be reused for End-User Training. The Employee and Manager Self Service courses are a prime example. Hempstead trainers have the option of adding any additional content that they may feel is pertinent to their training audience. Policies and procedures that are specific to Hempstead are examples of where this most commonly occurs.

Online Self Study and Instructor-led Training are accessed through the LMS. Content for these courses is created in sections and can be associated to user groups. For example: Employee Self Service (ESS) contains sections My Timecards, My Absences, My Benefits, etc. Employees who are not eligible for benefits will not see the My Benefits option in their ESS course.

**Co-Facilitation** means that the Hempstead and CR instructor share in the responsibility of delivering a course. This generally takes place after the TTT sessions have been completed and at the start of Hempstead EUT. The Hempstead instructor trains the course while the CR instructor assist. This approach is used to increase the comfort level of Hempstead instructors in the classroom.





**Question 4:** Clarify distinction between functional Core Team training, train-the-trainer training, end-user training materials and facilitation.

**User Types** - There are three EUT user types. The three types are:

1. Employee – Town of Hempstead employees who will be using the system.
2. Manager / Supervisor – Town of Hempstead managers or supervisors who will be using the new system to support activities completed by direct reports, such as: approve/deny timecards, approve/deny requisitions, approve/deny absences, etc.
3. Core – Town of Hempstead personnel who regularly perform daily transactions in specific module areas that support Hempstead business operations, managers, and other employees. These individuals are generally known as subject matter experts (SMEs) or Super Users (SUs)

**Training Material**

How training materials are developed is more driven by the delivery method selected for the training course than the audience type. Content developed for the Train-the-Trainer (TTT) sessions can also be used for EUT. The main difference between the two is that the TTT method has an additional training workshop focused on enabling Hempstead instructors to deliver EUT successfully. The table below list each delivery method. An 'X' in the box identifies the training content delivered.

Table 14. Delivery method

<b>Instructor-Led</b>	X	X	X	X		X
<b>Knowledge Transfer</b>	X	X	X		<b>System</b>	
<b>Online Self Service</b>		X	X	X		X
<b>Auditorium Sessions</b>	X	<b>Powerpoint</b>			<b>LMS</b>	X

**Question 5:** Clarify which training materials will be customized for the Town and the channels these materials will be provided through.

**Customization** - All content is customized to follow the Town of Hempstead business processes.  
**Channels:** The table below associates each training delivery method with the applicable format and channel.



## 7 Section 7: Post Live Support

### 7.1 Post Live Support Scope

As part of the implementation methodology, CherryRoad will provide post “Go-Live” support to Hempstead for each phase of the project.

The scope of the post live support will include:

- Question and answer type of support
- Help desk support
- Problem assessment
- Issue resolution
- Remedial training
- Transition documentation and planning

One of the key components of this phase is the preparation of a Transition Plan document. This deliverable provides comprehensive documentation of the final configurations, any client-specific reports and workflows, and all project documentation (libraries where project designs and deliverables are maintained).

Also included in Post Live Support is support for one time system events. This shall include the Town’s year-end close, CAFR development, 1099 generation, fixed asset depreciation, encumbrance rollover, interest apportionment, budget development (including operation, personnel/position, and capital) and load of budget to GL, W-2 generation, benefit open enrollment, and any required tax reporting. In this regard, CherryRoad will provide support to the individuals within the Town responsible for completion of these tasks.

### 7.2 Post Live Support Duration

One month of Post Go-Live Support by the project team will be provided for each of the two phases of the project.

Long-term managed services support to be provided by CherryRoad is described in SOW Exhibit 1.



## 8 Section 8: Facility Requirements

### 8.1 Project Team Equipment

Hempstead will provide the following equipment for CherryRoad to support the ERP Implementation project.

- One (1) PC/Workstation projector for training and analysis
  - Three (3) PCs/Workstations for CherryRoad staff configured as follows:
    - Dual Core or better, 1G Hz + processor
    - 2G of RAM
    - 100G Hard Drive
- Network connectivity to the Oracle Cloud where software is installed and to Hempstead's Network
- Network disk space for project files and documentation library
- MS Office 2010+
- MS Project – on Project Manager's PC
- Explorer/Safari/Chrome Browser
- Internet Access
- E-Mail internal and external
- Office Supplies
  - Copying facilities
  - Telephone access including long distance for project purposes only
  - General office supplies for the project

### 8.2 Project Team Facilities/Workspace/Security Access

- Project Space and Facilities – to accommodate three (3) CherryRoad Consultants:
  - Desks
  - Chairs
  - Parking at project site
  - Conference/Meeting Rooms
  - White Board
  - Availability of a conference room holding 8-10 people with white boards
  - Training Room – with PC/Workstations connected to the Cloud/SaaS to support up to 8 trainees



## 9 Section 9: Personnel Requirements

Personnel requirements are identified in SOW Exhibit 2 – Staffing Plan.

See Section 11.2 Exhibit 2 - Staffing Matrix



## 10 Section 10: Payment Schedule

The Payment Schedule has been inserted in Section 11, Number 11.3 Exhibit 3 - Payment Schedule.



**11 Section 11: Appendix**

**11.1 Exhibit 1 - CherryRoad Long-Term Support**

**CherryRoad On-Going Support – Year 1**

In addition to the standard one-month post-production support, CherryRoad is providing an additional 11-month managed service support from phase 1 Go Live. Combining our unparalleled experience in the public sector and Oracle’s Cloud offerings with our established processes and procedures for Help Desk support, we have developed a holistic support solution for the Town. Support will focus on two distinct areas:

1. Incident-based support.
2. Release Management for Oracle Cloud.

**1. Incident-Based Support**

Incident-based support will cover the management and resolution of Level (or Tier) 2, 3 and 4 support for Application and Technical issues. Beyond normal break-fix incidents, we recognize the special care that is required for release management for the Cloud solution.

A key component to meeting the Town requirements is ensuring issues or incidents are properly recorded, managed, and resolved. Our aim is to restore the Town as quickly as possible while finding and addressing the root cause of the problem, as summarized below.

Incident Management	Problem Management	Change Control Management
Restore functionality as quickly as possible	Find the underlying cause	Correct Root Cause / Improve
<ul style="list-style-type: none"> <li>▪ Detection and Recording</li> <li>▪ Classification and Support</li> <li>▪ Investigation and Diagnosis</li> <li>▪ Resolution and Recovery</li> <li>▪ Incident Closure</li> <li>▪ Monitoring</li> <li>▪ Oracle SR Tracking</li> </ul>	<ul style="list-style-type: none"> <li>▪ Problem Control</li> <li>▪ Error Control</li> <li>▪ Proactive Management</li> <li>▪ Major Incident / Problem Review</li> </ul>	<ul style="list-style-type: none"> <li>▪ Create and Review Request for Change</li> <li>▪ Evaluate Change</li> <li>▪ Authorize and Schedule Change</li> <li>▪ Prepare and Implement</li> <li>▪ Review and Close</li> </ul>
Knowledge Management – Identify and Standardize Solutions		

CherryRoad’s Help Desk approach is a tiered approach. The following defines the various tiers/levels of the support services and responsible party throughout this engagement.



## **Tiered Approach to Support**

### **Level/Tier 1 Support (Supplied by Client)**

From a Client standpoint, your Level 1 Support Staff should consist of a System Administrator that will handle all Application Security related Service Requests. The remaining Level 1 Support Analysts should have the necessary knowledge of the application in order to assist in resolving non-complex issues such as account lock outs, re-setting passwords, issues accessing the system, and questions regarding how to use the application. All service requests are filtered through the Level 1 systems administrator.

### **Level/Tier 2 Support (Supplied by CherryRoad)**

Level 2 Support will be provided by the CherryRoad Managed Services, with assistance from the client support team. When a Service Request requires more in-depth analysis, it will be routed to the Level 2 Support Staff either by phone, email, or via ServiceNow. The Level 2 Support Staff, which consists of experienced Cloud Generalists, will complete an initial triage of the request, determine the cause, and begin developing a solution. In the cases where a full code analysis is needed or actual coding changes are required, the Service Request will be routed to Level 3. Activities can include but are not limited to:

- Support end users in their day to day usage of the system
- Best practice recommendations
- Regression testing for new releases for processes, interfaces, and extensions
- Regression testing for patches
- Issue investigation and resolution
- Oracle SR management/tracking
- Updates to System Configurations

If required, the Town will need to complete the final testing of all implemented solutions and sign off on deployment to the production environment.

### **Level/Tier 3 Support (supplied by CherryRoad)**

Level 3 Support will be provided by CherryRoad Managed Services. If during the analysis by the Level 2 Support Staff, it is determined that further detailed technical analysis is required, the Level 3 Support Staff will take over the Service Request. The Level 3 Support Staff, fully equipped to resolve the most complex of Service Requests, will include both experienced Functional Resources and Technical Expertise covering a wide range of areas. Level 3 will complete any remaining analysis and will find, implement, and unit test the solution. Level 3 resources will work with Oracle as needed to facilitate resolution. Activities can include but are not limited to:

- Technical issues investigation and resolution with the existing interfaces
- Fix defects and retest the functionality with the existing interfaces
- Minor modifications to the existing interfaces (e.g. change in the field mapping)
- Troubleshoot and support data transfer and data transmission issues
- Support existing reports using standard Oracle reporting tools



- Provide ad-hoc SQL queries or data outputs to support issues resolution
- Assist Functional team with issue resolutions
- Provide recommendations for the Town desktop configurations

The Town will be required to complete the final testing of all implemented solutions and sign off on deployment to the production environment.

#### **Level/Tier 4 Support (supplied by Oracle)**

If during the analysis it is determined that the issue needs to be escalated to Oracle Support, CherryRoad will log the Service Request with Oracle and manage all communication with Oracle regarding the Service Request. Once Oracle determines a solution, CherryRoad will provide details of the solution to the Town and then move forward to implement and test the solution as part of Level 3 Support.

### **Help Desk Ticket Lifecycle**

All service requests will flow through one or more of the following steps during its lifecycle.

#### **Initiation**

Whether the contact is to request documentation or to report a problem, the first stage of the process is to create the SR and capture all the relevant information necessary to either service the request, resolve the problem, or escalate it to the next tier with sufficient information to resolve the problem.

#### **Assignment**

If the requested service or problem is not resolved on the initial call, the SR is assigned to the appropriate tier/team/resource for the Town with the expertise of the effected application or module.

#### **Resolution**

Since an SR can range from a simple request with a documented resolution to an Oracle bug, the various tasks, the timeframe, and even the tier producing the resolution will vary with each SR. However, in general, this stage involves the analysis, research, and the action taken to fix the root cause of a problem or to identify a suitable workaround until the problem can be resolved.

The following Priority definitions and Service Levels represent our Service Level Agreement (SLA) between Hempstead and CherryRoad.

The objectives of this section are to:

- Provide a clear definition of how incidents are categorized by priority
- Provide clear reference to CherryRoad service agreements.
- Present a clear, concise, and measurable description of service provision to Hempstead.
- Match perceptions of expected service provision with actual service support and delivery.





Following the table of SLAs are detailed definitions of each SLA and measurement formulas. Measurements will be captured from various sources, as applicable and available, to produce consistent and reliable SLA results as possible.

**Incident Priorities**

Subject to the features/functionality of Hempstead’s Cloud applications, the priority of all new issues logged for CherryRoad support will be assigned a level based on the entered Impact and Urgency. In general, the predefined definition of each Priority Level is as follows:

Priority/Level	Definition / Description	Environment Impacted
1	The system is totally unusable or unavailable for multiple end-users.	Production
2	The ability to use the system, or a subsystem or function, is severely limited.	Production
3	The system, or a subsystem or function, is useable, but there is some degradation of a normally provided function. Impact on end-users is significant but not disabling or severe.	Production
4	The error is apparent, but circumvention or alternative is available. Impact on end-users is minimal.	Production

**Incident Response/Resolution Targets**

Priority	Response Time	Target Resolution Time	Metric	Reporting period
Priority 1	30 minutes	4 hours	98%	Monthly
Priority 2	1 hour	1 business days	98%	Monthly
Priority 3	8 hours	5 business days	95%	Monthly
Priority 4	12 hours	10 business days	85%	Monthly

For each priority level, the incident response and resolution results will be calculated each month as follows:

$$\begin{aligned}
 \text{Response Time Results} &= \frac{\text{Number of Level <n> incidents responded to within defined SLA limits;}}{\text{Divided by the Number of Level <n> incidents created}}
 \end{aligned}$$

*e.g., Twelve (12) Level 4 tickets responded to within 12 hours / Twelve (12) Level 4 tickets created within a given month = 100%.*



**Resolution Time** = Number of Level <n> incidents resolved within defined SLA  
**Results** limits and closed;  
Divided by the Number of Level <n> incidents closed

*e.g., Eleven (11) Level 4 tickets resolved within 10 business days / Twelve (12) Level 4 tickets resolved within a given month = 91.7%.*

### **Testing**

Depending on the resolution, significant testing and even regression testing may be required before receiving approval to implement the solution. Most typically, it involves a functional analyst testing the solution in a non-production environment, followed by SMEs and/or end-user testing in another non-production environment to ensure the original problem is solved, and no new problems have been introduced.

### **Approval**

Approval for the SR can be entered by the Town as a comment in ServiceNow SR or via email to the assigned CherryRoad resource and entered into the ServiceNow SR. Approval of an SR indicates the solution has been tested and can now be scheduled for deployment to the production environment, or the SR has been resolved to the originator's satisfaction through explanation or discussion.

### **Implementation**

This step represents the actual resolution. Examples would be the documented steps being executed, configurations deployed to production, or the deployment of a vendor patch, code modification, etc.

### **Closure**

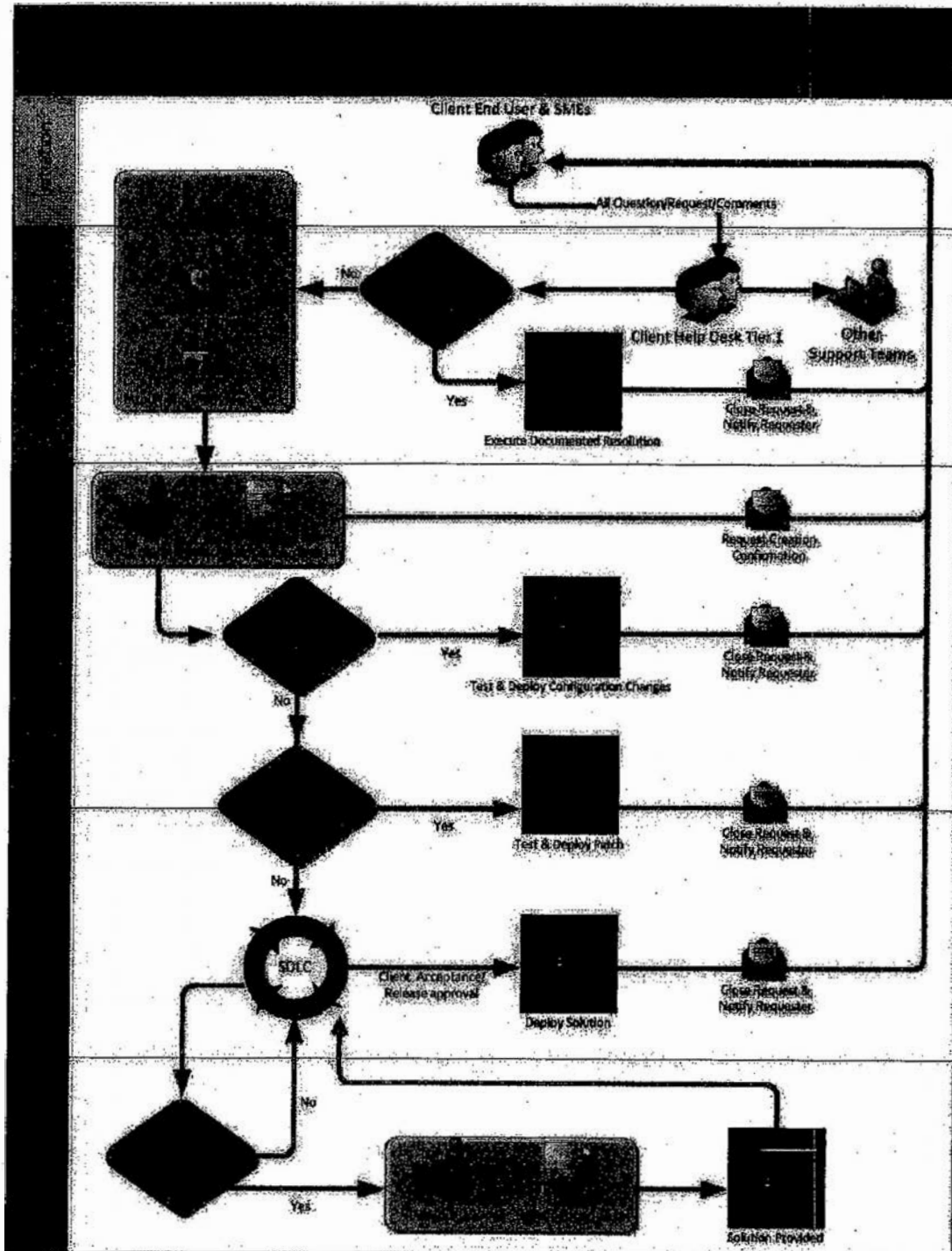
After the resolution has been provided and the Town confirms, the SR is closed.

From initiation to closure, each SR within ServiceNow will be updated with relevant notes and status changes. In addition, email messages will be sent upon initiation and at each status change during the process. At any time, the Town can log into the system or call CherryRoad Help Desk to get the current status on the SR.

CherryRoad Help Desk Ticket Process Flow below illustrates the stages and support levels involved during the lifecycle of an SR.



**CherryRoad Help Desk Ticket Process Flow Diagram**





## 2. Release Management for Cloud

While Oracle will be responsible for all applying all patches and delivering upgrades as part of the SaaS Cloud agreement, the Town needs to be aware of the schedules and be prepared to undertake testing.

The cloud model is different from on-premise, and this is by design. While historically, with an on-premise ERP solution, the user could wait long periods of time to apply releases, in the cloud managing the release schedule is critical. There are a few key concepts our team will be sure to enforce and is uniquely qualified to deliver.

**Release Schedule** – With the Oracle Cloud, a flexible but prescribed release schedule is enforced. Familiarity and a cadence with this schedule is necessary. CherryRoad will provide guidance in reviewing the prospective release and assist in planning the appropriate functional, technical, and testing activities.

**Promoting to Production** – Whereas with on-premise, the Town could promote to production whenever it desired, now scheduling needs to occur with Oracle as they are stewards of the cloud.

**Security Patches** – It is vital that the Town stays current on security patches with any system, and the Cloud is no exception. If Oracle is recommending a patch, then it should be applied. CherryRoad will provide guidance in reviewing and applying all security patches.

**Oracle Tickets** – It is important to understand the Oracle Cloud ticket process and what levers are available to escalate if needed. Our team brings this knowledge.

In each area above, our team brings unmatched experience working with Oracle's Cloud Solution and Oracle's team to ensure your application is updated while not impacting day-to-day activities.

### This long term support includes:

- One seat license to CherryRoad Cloud Success platform for ticket management is included. Release Management services for one release.
- 200 hours of Incident-based Support

Additional Seat licenses, Release Management services or Incident-based Support hours may be added at an additional fee. In addition, CherryRoad is able to provide Level 1 support if desired by the Town.



### **CherryRoad On-Going Support – Years 2 and On**

As an added value to the Town, for each year the Town renews the SaaS application contract through CherryRoad, we will include the following on-going support:

- One seat license to CherryRoad Cloud Success platform for ticket management
- 100 hours of Incident-based Support

The above support would follow the same process as outlined in the Year 1 support above.

Additional Seat licenses, Release Management services or Incident-based Support hours may be added at an additional fee. In addition, CherryRoad is able to provide Level 1 support if desired by the Town.



## 11.2 Exhibit 2 - Staffing Matrix

The project Staffing Matrix is included below.

CherryRoad will provide 30 days' notice of any changes in key resource. Credits would accrue, at the Town's discretion at CherryRoad's daily rates for each business day a suitable replacement has not been appointed. CherryRoad would provide a bio of candidates to replace key personnel, and the Town would have the right to interview and approve/decline appointment of candidates. The Town would not unreasonably withhold approval of candidates with comparable relevant experience and qualifications. The Town would also not elect to enforce credit payments for certain extenuating circumstances which led to delays in replacing key personnel

The graphic on the following page represents the staffing matrix of anticipated CherryRoad resources to the Town of Hempstead ERP/HCM project.



### 11.3 Exhibit 3 - Payment Schedule

As a fixed price proposal payment to CherryRoad will be made upon successful completion of milestones and deliverables, upon acceptance by the Town of each completed milestone and deliverable. The implementation service costs associated with CherryRoad's proposal are all distributed among the various milestones and deliverables included in the Payment Schedule below. No additional costs will be billed to the Town unless these costs have been authorized by the Town in advance.



**PAYMENT SCHEDULE**

PAYMENT #	PHASE OF PROJECT	DESCRIPTION	MILESTONE / DELIVERABLE	PAYMENT AMOUNT	COMMENTS
	ALL	Project Management (20 monthly payments)		\$ 672,880	Ongoing project management, quality assurance, change management and client management. \$33,634 per month
1	I	Initial Project Start-up	Milestone	\$ 120,000	
2	I	Initial Discovery Questionnaires – each Module	Deliverable	\$ 80,000	
3	I	Project Plan/Charter	Deliverable	\$ 75,000	
4	I	Completed Foundation Team Training – each module	Milestone	\$ 80,000	
5	I	Prepare Initial Prototype – each module (Milestone)	Milestone	\$ 90,000	
6	I	Prepare and Finalize Gap Analysis – each Module	Deliverable	\$ 75,000	
7	I	Completed Midpoint Prototype - each module	Milestone	\$ 110,850	
8	I	Completed Final Prototype - each module	Milestone	\$ 90,000	
9	I	Document Final Module Configurations – each Module	Deliverable	\$ 70,000	
10	I	Prepare Interface Templates – each module	Deliverable	\$ 35,000	
11	I	Tested Interfaces and Integrations	Milestone	\$ 30,000	
12	I	Prepare Conversion Process Templates – each module	Deliverable	\$ 40,000	
13	I	Tested Conversion Processes	Milestone	\$ 35,000	
14	I	Prepare Acceptance Test Plan	Deliverable	\$ 40,000	
15	I	Prepare Training Plan	Deliverable	\$ 40,000	
16	I	Prepare Training Material Content – each module	Deliverable	\$ 90,000	
17	I	Conduct Train-the-Trainer/SME Training	Milestone	\$ 47,000	
18	I	Completed Acceptance Test	Milestone	\$ 80,000	
19	I	Prepare Roll-Out Plan & Post Imp. Plan	Deliverable	\$ 60,000	
20	I	Completed End User Training	Milestone	\$ 88,000	
21	I	Completed Production System - GO LIVE	Milestone	\$ 162,000	
22	I	Finalize Transition Plan	Deliverable	\$ 50,000	
23	I	Completed Post Implementation Support	Milestone	\$ 99,955	
24	II	Fit/Gap Analysis Recommendations	Deliverable	\$ 30,000	
25	II	Application Design and Prototypes	Milestone	\$ 84,000	
26	II	Creation of Plan Types and Dimensions	Milestone	\$ 25,000	
27	II	Application Build	Milestone	\$ 80,000	
28	II	PBCS Acceptance Test	Milestone	\$ 50,000	
29	II	PBCS Completed Training	Milestone	\$ 40,000	
30	II	Move to Production PBCS	Milestone	\$ 30,000	
31	II	Completed Production System - GO LIVE	Milestone	\$ 50,000	
32	II	Completed Post Implementation Support	Milestone	\$ 39,680	



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PAYMENT #	PHASE OF PROJECT	DESCRIPTION	MILESTONE / DELIVERABLE	PAYMENT AMOUNT	COMMENTS
33	IIa	Initial Discovery Questionnaires – each module	Deliverable	\$ 70,000	
34	IIa	Completed Foundation Team Training – each module	Milestone	\$ 103,000	
35	IIa	Prepare Initial Prototype – each module	Milestone	\$ 120,000	
36	IIa	Prepare and Finalize Gap Analysis – each module	Deliverable	\$ 75,000	
37	IIa	Completed Midpoint Prototype - each module	Milestone	\$ 102,000	
38	IIa	Completed Final Prototype - each module	Milestone	\$ 82,000	
39	IIa	Document Final Module Configurations – each module	Deliverable	\$ 97,000	
40	IIa	Prepare Interface Templates – each module	Deliverable	\$ 35,000	
41	IIa	Tested Interfaces and Integrations - each module	Milestone	\$ 30,000	
42	IIa	Prepare Conversion Process Templates – each module	Deliverable	\$ 40,000	
43	IIa	Tested Conversion Processes - each module	Milestone	\$ 35,000	
44	IIa	Prepare Acceptance Test Plan	Deliverable	\$ 30,000	
45	IIa	Prepare Training Plan	Deliverable	\$ 25,000	
46	IIa	Prepare Training Material content – each module	Deliverable	\$ 90,000	
47	IIa	Conduct Train-the-Trainer/SME Training - each module	Milestone	\$ 47,000	
48	IIa	Completed Acceptance Test - each module	Milestone	\$ 80,000	
49	IIa	Prepare Roll-Out Plan & Post Imp. Plan	Deliverable	\$ 50,000	
50	IIa	Completed End User Training	Milestone	\$ 98,000	
51	IIa	Completed Production System - GO LIVE	Milestone	\$ 127,450	
52	IIa	Finalize Transition Plan	Deliverable	\$ 70,000	
53	IIa	Completed Post Implementation Support	Milestone	\$ 94,640	
54	IIa	HIPAA Initial Installation	Milestone	\$ 50,000	
55	IIa	ADP Setup	Milestone	\$ 4,800	
			<b>TOTAL</b>	<b>\$ 4,325,066</b>	



**Rate Card**

The following table includes rates to be charged for any out of scope or additional professional service activity requested of CherryRoad.

CHERRYROAD PROFESSIONAL SERVICES RATE CARD			
TOWN OF HEMPSTEAD			
	Services Provided During Year		
	2018	2019	2020
Project Manager	\$ 175	\$ 180	\$ 185
Client Manager	\$ 180	\$ 185	\$ 190
Change Management Coordinator	\$ 160	\$ 165	\$ 170
Functional Lead Analyst	\$ 170	\$ 175	\$ 180
Consultant	\$ 155	\$ 160	\$ 165
Technical Lead Analyst	\$ 155	\$ 160	\$ 165
Technical Developer	\$ 120	\$ 125	\$ 130
Training Specialist	\$ 140	\$ 145	\$ 150

**11.4 Exhibit 4 - Functional Requirements**



A-2 Town of Hempstead ERP Fin



A-2 Town of Hempstead ERP HCM



A-3 Town of Hempstead ERP Tech

**11.5 Exhibit 5 – Sample Deliverables**

The following represent sample documents/deliverables which were developed for other projects. While the exact content of similar documents for the Town of Hempstead will be specific to Hempstead, these documents give the reader an understanding of the type of content that is included.



**11.6 Exhibit 6 – Town of Hempstead Request for Proposal Implementation SOW Roles and Responsibilities**

CherryRoad will provide all life-cycle activities related to planning, designing, developing, testing, and deploying ERP Application Software including the Services as further described in this Statement of Work and documentation of Services.

The following tables, in addition to tasks, activities, roles and responsibilities descriptions throughout the main body of this Statement of Work, define the responsibilities for CherryRoad.

**11.6.1 Project/Program Management**

The objective of project management is to plan, manage, monitor, control and execute the project activities and resources in accordance with the Agreement and Deliverables per schedule, budget and scope with a high level of quality.

CherryRoad is expected to provide Project/Program Management service, tools, processes and practices for managing the application development work effort, estimation and project change request processes to ensure consistency, accuracy, and timeliness during the project.

Table 15. Roles and Responsibilities: Program Management I

Roles and Responsibilities	Provided	Not Provided
1. Establish Project Governance		X
2. Establish Program Level Communications/Tools/Methods/Templates		X
3. Establish Project Management tools, templates, Communication methods and best practices	X	
4. Determine resource allocation and schedule for ERP PMO and Project status meetings	X	
5. Provide input for presentations to Town of Hempstead Steering Committee and Town of Hempstead Executive Committee Meetings regarding Program/Project status	X	
6. Communicate with various ERP PMO working groups about the project progress/risks/issues	X	
7. Provide Budget/Schedule/Resource updates	X	

Table 16. Roles and Responsibilities: Program Management II

Roles and Responsibilities	Provided	Not Provided
1. Develop Project Charter	X	
2. Identify Stakeholders	X	
3. Develop risk management plan	X	



Roles and Responsibilities	Provided	Not Provided
4. Develop Project Management Plan	X	
5. Define Scope Document	X	
6. Develop WBS/Schedule	X	
7. Develop Resource Management Plan (Include Town of Hempstead Resources)	X	
8. Provide and execute Risk mitigation strategies and actions	X	
9. Publish Weekly Status Reports	X	
10. Perform periodic Risk Assessment	X	
11. Conduct Procurements as required		X
12. Manage Budget/Schedule/Resources	X	
13. Direct and Manage Project Execution	X	
14. Work with Third Party Vendor(s) as required to gather information as required	X	
15. Conduct Knowledge Transfer Sessions	X	
16. Document Lessons learned	X	
17. Close Procurements		X
18. Work with Third Party Vendor(s) on Project Monitoring and Quality Assurance.	X	
19. Work with Town of Hempstead Third Party Vendors to implement and support the ERP application, as it is implemented.	X	
20. Provide Change Management requirements	X	
21. Approve Change Management requirements		X
22. Verify, Control and Monitor Scope Changes	X	
23. Perform Quality Control	X	
24. Administer Procurements as required		X

**11.6.2 Design Services**

Design Services are the activities as set forth in this SOW which involve producing design specifications and identifying and describing the applicable solution to address Town of Hempstead’s business requirements.

The in-scope Design Services and Town of Hempstead output, and the respective roles and responsibilities of each Party for Design Services are set forth in the roles and responsibilities tables below.



Table 17. Roles and Responsibilities: Design Services

Roles and Responsibilities	Provided	Not Provided
1. Define and create specifications standards and methodologies	X	
2. Approve design specifications standards and methodologies		X
3. Recommend solutions to an identified gap that do not require modifications of the Global Template	X	
4. Recommend business process changes and new process flows satisfying an identified gap that do not impact the Global Template or the business case	X	
5. Recommend solutions to an identified gap, meeting the local business requirements with minimal impact on the Global Template	X	
6. Plan, organize and facilitate interviews, group workshops to obtain and gain agreement on a solution for an identified gap	X	
7. Approve recommended solutions for all identified gaps		X
8. Create and design modifications to the Global Template and inventory of Reports, Interfaces, Conversions, Extensions, Forms and Workflows (RICEFW).	X	
9. Provide design for Self-Service Reporting Capabilities, where applicable	X	
10. Create impact analysis and initial development effort estimate of modifications to the Global Template	X	
11. Provide business process knowledge, Global Template, technical knowledge materials and subject matter personnel to complete high level design, impact analysis and development effort estimate	X	
12. Develop plans for the components identified in the documentation Services	X	
13. Approve design		X
14. Provide executive level documentation to support changes to the Town of Hempstead standard	X	
15. Obtain approval for changes to the Global Template		X
16. Document and communicate the overall in-scope design and processes,	X	
17. Document and communicate solutions (with estimated costs and relative qualitative benefits) to identified gaps	X	
18. Create and keep updated a detailed project plan covering design activities	X	
19. Plan, monitor and manage activities related to design	X	
20. Report on progress, budget, issues, risks to program management	X	

**11.6.3 Build, Test, Optimize and Implement**

For each of the development phases, the CherryRoad is required to:

- Modify the application design, if and as required, based on the knowledge acquired from previous implementations
- Build each of the major releases (configure the environment)



- Test each of the releases
- Optimize each of the releases based on functional and non-functional requirements; and
- Support the implementation of each release following the Town of Hempstead's IT release management process

**11.6.3.1 Build**

CherryRoad will perform all activities associated with the configuring of application modules using the information from the previous phases. Customization of the cloud applications is not allowed thus there is no programming involved except to automate integrations. CherryRoad is responsible for cloud-side technical work and the Town is responsible for technical work related to all non-Oracle Cloud systems. As part of these Services, CherryRoad will fulfill the roles, responsibilities, and obligations associated with programming and development identified in the following table.

Table 18. Roles and Responsibilities: Programming and Development

Roles and Responsibilities	Provided	Not Provided
1. Review Town of Hempstead's existing technical standards (e.g., naming, etc.)	X	
2. Recommend programming, development, and technical documentation policies, procedures, and standards and any applicable improvements in conformance to SEI (Software Engineering Institute) requirements where applicable	X	
3. Review and approve the recommended programming, development, and technical documentation policies, procedures, and standards		X
4. Maintain the document on the programming, development, and technical documentation policies, procedures, and standards approved by Town of Hempstead	X	
5. Establish overall programming and development project schedule	X	
6. Provide overall programming and development module implementation schedule for Town of Hempstead's acceptance	X	
7. Approve overall programming and development module implementation schedule		X
8. Perform all necessary technical design, unit and string testing, scripting or configuring of application modules as required to develop and implement the design plans and specifications	X	
9. Perform application database administration functions as required to support development activities		X
10. Manage all programming and development efforts using industry-standard project management tools and methodologies	X	
11. Conduct predetermined development status reviews and provide written report on results to Town of Hempstead	X	
12. Review results of Provider development reviews at Town of Hempstead's discretion		X



Roles and Responsibilities	Provided	Not Provided
13. Configure agreed upon version of the ERP system	X	
14. Code interfaces to non-ERP systems for data output	X	
15. Code enhancements to the ERP implementations where required	X	
16. Define best practice tools and techniques wherever applicable	X	
17. Code automated data conversion loads into the ERP implementation	X	
18. Coordinate and execute manual data loads to the ERP implementations		X
19. Verify results of data loads to the ERP implementations		X
20. Fix Data issues in legacy systems where possible and facilitate data reloading		X
21. Facilitate and lead configuration and development reviews	X	
22. Develop RICEFW — Coding, Configuration and Reviews	X	

Table 19. Roles and Responsibilities: Technical Areas and Solutions

Roles and Responsibilities	Provided	Not Provided
1. Develop Procurement Plan		X
2. Determine the Bill of Material for all required purchases		X
3. Purchase/procure all computer hardware and systems software required to establish User Acceptance Testing, Production Staging, and Production environments to meet Town of Hempstead requirements		X
4. Identify all software licenses for any required software development tools, application programming and testing platforms, database software, application and Web server operating platforms, and any other software that is required to establish the necessary application integration and testing environment and ongoing production environment appropriate to meet Town of Hempstead requirements	X	
5. Purchase/procure all software licenses for any required software development tools, application programming and testing platforms, database software, application and Web server operating platforms, and any other software that is required to establish the necessary application integration and testing environment and ongoing production environment appropriate to meet Town of Hempstead requirements		X
6. Set IT and architectural standards and related acquisition policies and procedures		X
7. Ensure that all activities comply with Town of Hempstead system standards for the respective software release.	X	
8. Comply with best practices IT standards and architectures	X	
9. Comply with Town of Hempstead's acceptance processes	X	
10. Install the ERP Software Infrastructure Environment		X
11. Provide best practices to stage systems before production turn-over	X	



**11.6.3.1.1 Analyze Data**

CherryRoad will perform all activities associated with the analysis of source data and requirements to meet the needs of the ERP Implementation as directed by the Town of Hempstead. As part of these Services, CherryRoad will fulfill the roles, responsibilities, and obligations associated with requirements definition identified in the following tables.

Table 20. Roles and Responsibilities: Analyze Data Quality

Roles and Responsibilities	Provided	Not Provided
1. Act as primary point of contact to capture and refine, business and technical requirements for data migration and cleansing		X
2. Define the data quality measures to be applied to data elements		X
3. Participate in Town of Hempstead and stakeholder interviews, group workshops and surveys to prioritize requirements for data cleansing		X
4. Identify through interviews and documentation, data components that are time sensitive and subject to change		X
5. Identify through interviews and documentation data components that are critical to the ERP or add value to the ERP or its data structures		X
6. Identify any need for tools that would expedite or improve efficiency of data quality assessment or conversion requirements		X
7. Develop detailed approach to identify data quality issues and prioritize subsequent actions		X
8. Approve data quality plan documents		X
9. Conduct data quality analysis in accordance with the agreed plan		X
10. Work with Town of Hempstead and any of its appointed third party representatives to identify data stewardship		X
11. Present data quality report		X
12. Approve data quality report		X
13. Develop data cleansing and migration plan, to resolve the identified data quality issues		X
14. Develop data cleansing and migration test strategy and test plan		X
15. Review and approve data cleansing and migration plan		X

Table 21. Roles and Responsibilities: Technical Areas and Solutions

Roles and Responsibilities	Provided	Not Provided
1. Develop Procurement Plan for in-scope COTS software and equipment required for data quality analysis, conversion, migration and verification	X	
2. Purchase/procure all in scope COTS software and equipment	X	





Roles and Responsibilities	Provided	Not Provided
3. Set IT and architectural standards and related acquisition policies		X
4. Comply with the IT and Architectural Standards and related acquisition policies of the Town of Hempstead Architectural Review Approval Process	X	
5. Comply with industry standard practices in IT standards and architectures	X	
6. Comply with the Town of Hempstead' acceptance processes	X	

**11.6.3.1.2 Cleanse Data**

CherryRoad will lead and conduct data cleansing in accordance with the approved plan to raise data quality to the required standards in the agreed timeframe.

As part of these Services, CherryRoad will fulfill the roles, responsibilities, and obligations associated with design specification identified in the following table.

Table 22. Roles and Responsibilities: Data cleansing

Roles and Responsibilities	Provided	Not Provided
1. Work with Business stakeholders and subject matter experts to identify and cleanse data through manual and electronic methods		X
2. Modify data in accordance with agreed plan to address specific data quality issues		X
3. Apply tools to specified data elements to resolve data quality issues		X
4. Validate data quality and present results to the Town of Hempstead		X
5. Approve data cleansing activity completion		X

**11.6.3.1.3 Migrate Data**

The purpose of the Migrate phase is to transform data from the source to the target data structures. As part of these Services, CherryRoad will fulfill the roles, responsibilities, and obligations associated with design specification identified in the following table.

Table 23. Roles and Responsibilities: Data Migration

Roles and Responsibilities	Provided	Not Provided
1. Work closely with the Town of Hempstead, Third Party Vendor and ERP development and project management functions to identify the schedule for migration	X	
2. Work with the ERP development and Town of Hempstead Enterprise Architecture functions to review and understand the Town of Hempstead data standards and data mapping requirements	X	
3. Work with the ERP development team to transform data as required by the data mapping strategy for successful ERP implementation	X	



Roles and Responsibilities	Provided	Not Provided
4. Execute test plan to ensure data quality is maintained	X	
5. Perform an audit of the converted data to validate the converted data. i.e., data loaded into the correct tables and fields, the value of the data transformed and loaded correctly		X
6. Approve data migration execution		X
7. Provide data quality assessment of migrated data	X	
8. Approve data quality assessment of migrated data		X
9. Fix Data issues as identified in production system as per the Change Management Process	X	

**11.6.3.2 Integration and Testing**

CherryRoad will perform all activities associated with the confirmation that all individual application components work together properly and as a whole perform their specified functions, including interfaces to other applications already in the production environment or being developed by Town of Hempstead or other Third Parties as stated in the Requirements documentation.

As part of these Services, CherryRoad will fulfill the roles, responsibilities, and obligations associated with integration and testing identified in the following table.

Table 24. Roles and Responsibilities: Integration and Testing

Roles and Responsibilities	Provided	Not Provided
1. Create integration (end-to-end), user acceptance, and regression test plans that are fully documented and repeatable	X	
2. Approve all integration, User acceptance and application security testing plans for new and upgraded equipment, software or services		X
3. Create test cases, test data and perform all appropriate testing (unit testing, integration testing, regression testing) for Cloud side of integrations.	X	
4. Create test environment and data where required by project, including demonstration of requirements traceability to verify the requirements as specified in the requirements document have been satisfied	X	
5. Review and approve testing results		X
6. Create user acceptance test cases and test scripts	X	
7. Coordinate User acceptance testing (e.g., gain User involvement, establish and define acceptance criteria, set high-level test objectives, establish high level test scenarios, etc.)		X
8. Facilitate and support User acceptance testing (establish adequate test environment based on User acceptance criteria, prepare data to support test scenarios within modified system as well as manage the relationship with all interfaced systems necessary to conduct test, troubleshoot, support Users to progress through scenarios, simulate interfaces or work with integrated systems to conduct end-to-end tests, support batch processing, exercise functionality, and	X	



Roles and Responsibilities	Provided	Not Provided
report results) as prescribed by Town of Hempstead. This responsibility will be shared with the Town of Hempstead.		
9. Conduct User acceptance testing as required		X
10. Approve all new, modified or upgraded software or services for compliance with Town of Hempstead application security policies		X
11. Manage Town of Hempstead's functional, integration, and regression test environments and associated test data including creation and maintenance during the testing period	X	
12. Provide comprehensive and complete set of documentation for testing results	X	
13. Review testing results for compliance with policies, procedures, plans, and test criteria and metrics (e.g., defect rates, progress against schedule, etc.)		X
14. Provide Defect tracking system for all tests	X	
15. Approve the Defect tracking system		X
16. Use the Defect tracking system for all development and test activities, and provide access to Town of Hempstead to view all test activities as well as input Defects as needed	X	
17. Provide shared access to the mutually agreed Defect tracking system for purposes of allowing Town of Hempstead to initiate, track, and report Town of Hempstead found Defects (i.e., User acceptance testing)	X	
18. Correct Defects found as a result of testing efforts	X	
19. Conduct user acceptance re-testing of corrected Defects found		X
20. Develop specifications for various Testing Environments	X	
21. Develop a comprehensive testing schedule	X	
22. Develop tools and templates to document and discuss various Test Results	X	
23. Develop Acceptance criteria for various tests and scenarios		X
24. Conduct final System Integration Test which, in combination with Work Stream acceptance tests, will provide integrated Project Software acceptance	X	
25. Review and approve System Integration Test results in accordance with Town of Hempstead's Acceptance Processes		X
26. Prepare Security/Vulnerability Test Plan	X	
27. Execute Security/Vulnerability Test	X	
28. Contract with a 3rd-party to conduct Penetration Test if required		X
29. Proactively coordinate with Oracle to resolve any system performance-related issues and required tuning or other adjustments to system sizing	X	

### 11.6.3.3 Implementation

CherryRoad will perform all activities associated with the installation and migration of new or upgraded components to the production environment and to provide support for development including Town of Hempstead Members' legal, regulatory and statutory needs.



CherryRoad will perform all activities associated with promoting new and modified code, configuration and scripts, in support of new and existing applications through development, test and production (where applicable).

As part of these Services, CherryRoad will fulfill the roles, responsibilities, and obligations associated with implementation and data migration identified in the following table.

Table 25. Roles and Responsibilities: Implementation

Roles and Responsibilities	Provided	Not Provided
1. Perform data cleansing, data extract-transform-load (ETL) activities from existing systems to new systems, if required, by electronic methods		X
2. Deliver Users policies and procedures documentation		X
3. Install new or enhanced software items, components, or configuration and system management tools to operate with the Application Management Services environment	X	
4. Coordinate deployment and support activities with Town of Hempstead and other user(s) that may be affected by the implementation as directed by Town of Hempstead	X	
5. Provide post implementation validation approval		X
6. Provide technical system documentation	X	
7. Create detailed "technical go-live" plan as per Change Management process	X	
8. Create "go/no-go" checklist and conduct the "go/no-go" meetings		X
9. Approve production implementation "go/no-go" decisions		X
10. Prepare and provide documentation to the Service Desk with respect to any aspect of the implementation that may result in Users contacting the Service Desk with questions or support services	X	
11. Package, license and distribute the ERP client software to users and manage the software distribution process		X
12. Stage systems before implementation as per Change Management process	X	
13. Deploy system as per Change Management process		X

Table 26. Roles and Responsibilities: Code Migration

Roles and Responsibilities	Provided	Not Provided
1. Recommend operations and administration procedures related to code migration	X	
2. Approve operations and administration procedures related to code migration		X
3. Define test-to-production turnover requirements and instructions for each project or release		X
4. Comply with test-to-production turnover requirements and instructions for each project or release	X	
5. Report on results from test-to-production activities if applicable	X	
6. Review and approve reports on test-to-production results		X



Roles and Responsibilities	Provided	Not Provided
7. Migrate code from development to test on an agreed upon basis	X	
8. Track migration status and notification	X	
9. Participate in environment setup and decommissioning for new and changed environments		X
10. Correct and migrate corrected defective code during Warranty Period	X	

Table 27. Roles and Responsibilities: Pre-Deployment Stabilization

Roles and Responsibilities	Provided	Not Provided
1. Monitor and report on application adoption, performance, incidents and problems	X	
2. Remediate any incidents and problems to restore application performance at desired levels	X	
3. Identify any bugs that may lead to ongoing incidents or performance degradation	X	
4. Remediate any bugs in accordance with Town of Hempstead needs	X	
5. Update system and support documentation as required	X	
6. Notify Town of Hempstead of user training material fixes related to post-deployment stabilization efforts	X	
7. Prepare Support Readiness documentation and checklist	X	

Table 28. Roles and Responsibilities: Deployment

Roles and Responsibilities	Provided	Not Provided
1. Define deployment criteria and delivery requirements		X
2. Comply with deployment criteria and delivery requirements	X	
3. Performing data migration from existing systems to new systems, by either electronic or manual methods and performing selected integration and stress testing to validate that the solution is ready for production		X
4. Deliver site-specific system and user documentation as required	X	
5. Support Town of Hempstead with OCM and training activities to ensure Town of Hempstead Readiness	X	
6. Conduct pre-installation site surveys to assess site readiness against a set of best practices checklist criteria		X
7. Support pre-installation site surveys to assess site readiness against a set of best practices checklist criteria	X	
8. Review readiness of cutover deliverables		X
9. Approve and sign-off on all migrated data		X
10. Coordinate deployment and support activities with Town of Hempstead and site management teams	X	
11. Conduct post-implementation acceptance tests		X
12. Approve production implementation "Go/No-go" decisions		X
13. Review/approve post-implementation acceptance test results		X



### 11.6.3.4 Organization Change Management

The implementation of the new ERP application suite may result in the need for Town of Hempstead to modify the processes, roles and responsibility, and organization to maximize the effectiveness of the new ERP applications.

CherryRoad is expected to work with Town of Hempstead to identify required changes, support, develop or modify businesses process, support or develop communication plans that effectively communicate the need for change to Town of Hempstead and its constituents and implement the new business process.

Table 29. Roles and Responsibilities: Organizational Change Management

Roles and Responsibilities	Provided	Not Provided
1. Develop Change Readiness Strategy and Objectives		X
2. Evaluate Organizational Transition Impact (e.g., user guides, training, new process flows, reclassification, staff displacement)		X
3. Define organizational alignment and action/sponsorship plans		X
4. Execute Organizational Change Management plan		X
5. Coach and develop Change Team structure, roles and responsibilities and work plan	X	
6. Support performing stakeholder assessment	X	
7. Support development of leadership alignment strategy	X	
8. Support development of stakeholder engagement strategy	X	
9. Support development of stakeholder communication plan	X	
10. Support performing impact and readiness assessment	X	
11. Support refreshing change mgmt. plan Release 2	X	
12. Support impact and readiness assessment refresh	X	
13. Support stakeholder communication plan (refresh)	X	
14. Support change management plan (refresh) Release 3	X	
15. Support impact and readiness assessment refresh	X	
16. Support stakeholder communication plan (refresh)	X	
17. Support change management plan (refresh)	X	
18. Evaluate roles and responsibilities based on ERP implementation plans	X	
19. Identify Super Users		X
20. Support strategies to account for gaps in roles and responsibilities based on ERP implementation (IT and Business)	X	
21. Perform learning needs assessment	X	



Roles and Responsibilities	Provided	Not Provided
22. Develop knowledge transfer plan	X	
23. Develop training strategy	X	
24. Develop course curriculum and material	X	
25. Deliver train the trainer	X	
<b> </b>		
26. Provide a communication process		X
27. Develop Key Messages		X
28. Provide communication vehicles		X
29. Determine communication schedule/frequency		X
30. Change Readiness Metrics		X
<b> </b>		
31. Assess the technical environment for all regulatory mandates affecting Town of Hempstead		X
32. Documenting service-level objectives and requirements		X
33. Define and approve overall operations and administration policies and obtain Town of Hempstead's approval		X
34. Define and approve overall technical support policies and procedures and obtain Town of Hempstead's approval		X
35. Provide recommendations to comply with Town of Hempstead's requirements	X	



### 11.7 Exhibit 7 – Oracle Cloud Services Ordering Document



**EXHIBIT B**  
**CHERRYROAD/ORACLE PUBLIC SECTOR CLOUD SERVICES AGREEMENT TERMS V. 1**

**CherryRoad/Oracle**  
**Public Sector Cloud Services Agreement Terms v. 1**

**THESE ORACLE CLOUD SERVICES AGREEMENT TERMS APPLY TO ANY SERVICES PROVIDED BY CHERRYROAD TECHNOLOGIES INC. (“CHERRYROAD”) IN RESPONSE TO THE RFP ISSUED BY THE TOWN OF HEMPSTEAD AND THE ORACLE CLOUD SERVICES THAT YOU ORDER. THESE TERMS SHALL TAKE PRECEDENCE OVER ANY CONFLICTING TERMS IN AN ORDER, ANY ORDERING DOCUMENTATION, ANY CHANGE ORDER OR ANY OTHER AGREEMENT BETWEEN THE PARTIES.**

**1. AGREEMENT DEFINITIONS**

- 1.1. **“Ancillary Software”** means any software agent or tool that Oracle makes available to You for download for purposes of facilitating Your access to, operation of, and/or use with, the Services Environment.
- 1.2. **“Auto Renew” or “Auto Renewal”** is the process by which the Services Period of certain Cloud Services under an order is automatically extended for an additional Services Period unless such Services are otherwise terminated in accordance with the terms of the order or this Agreement. The Service Specifications incorporated into your order define which Cloud Services are eligible for Auto Renewal as well as any terms applicable to such renewal.
- 1.3. **“Cloud Services” or “Services”** means, collectively, the Oracle cloud services (e.g., Oracle software as a service offerings and related Oracle Programs) listed in Your order and defined in the Service Specifications. The term “Cloud Services” does not include Professional Services.
- 1.4. **“Data Center Region”** refers to the geographic region in which the Services Environment is physically located. The Data Center Region applicable to the Cloud Services is set forth in Your order.
- 1.5. **“Oracle”** is a first tier subcontractor under this Agreement for the Oracle Cloud Services identified in Your order.

- 1.6. **“Oracle Programs”** refers to the software products owned or licensed by Oracle to which Oracle grants You access as part of the Cloud Services, including Program Documentation, and any program updates provided as part of the Cloud Services.
- 1.7. **“Program Documentation”** refers to the user manuals referenced within the Service Specifications for Cloud Services, as well as any help windows and readme files for the Oracle Programs that are accessible from within the Services. The Program Documentation describes technical and functional aspects of the Oracle Programs. For Oracle Infrastructure-as-a-Service (IaaS) Cloud Services, “Program Documentation” includes documentation, help windows and readme files for the IaaS hardware products. You may access the documentation online at <http://oracle.com/contracts> or such other address specified by Oracle.
- 1.8. **“Services Environment”** refers to the combination of hardware and software components owned, licensed or managed by Oracle to which Oracle grants You and Your Users access as part of the Cloud Services which You have ordered. As applicable and subject to the terms of this Agreement and Your order, Oracle Programs, Third-party Content, Your Content and Your Applications may be hosted in the Services Environment.
- 1.9. **“Service Specifications”** means the descriptions on [www.oracle.com/contracts](http://www.oracle.com/contracts), or such other address specified by Oracle, that are applicable to the Services under Your order, including any Program Documentation, hosting, support and security policies (for example, Oracle Cloud Hosting and Delivery Policies), and other descriptions referenced or incorporated in such descriptions or Your order.
- 1.10. **“Services Period”** refers to the period of time for which You have ordered Cloud Services as specified in Your order.
- 1.11. **“Third-party Content”** means all text, files, images, graphics, illustrations, information, data, audio, video, photographs and other content and material, in any format, that are obtained or derived from third-party sources outside of Oracle and made available to You through, within, or in conjunction with Your use of, the Cloud Services. Examples of Third-party Content include data feeds from

social network services, rss feeds from blog posts, data libraries and dictionaries, and marketing data.

**1.12. "Users"** means those employees, contractors, and end-users, as applicable, authorized by You or on Your behalf to use the Cloud Services in accordance with this Agreement and Your order. For Cloud Services that are specifically designed to allow Your clients, agents, customers, suppliers or other third parties to access the Cloud Services to interact with You, such third parties will be considered "Users" subject to the terms of this Agreement and Your order.

**1.13. "You" and "Your"** refers to the entity that has ordered Oracle Cloud Services under this Agreement.

**1.14. "Your Applications"** means all software programs, including any source code for such programs, that You or Your Users provide and load onto, or create using, any Oracle "platform-as-a-service" or "infrastructure-as-a-service" Cloud Services. Services under this Agreement, including Oracle Programs and Services Environments, Oracle intellectual property, and all derivative works thereof, do not fall within the meaning of the term "Your Applications."

**1.15. "Your Content"** means all text, files, images, graphics, illustrations, information, data (including Personal Data as that term is defined in the Data Processing Agreement for Oracle Cloud Services described in Section 11.2 below), audio, video, photographs and other content and material (other than Your Applications), in any format, provided by You or on behalf of Your Users that reside in, or run on or through, the Services Environment.

## **2. TERM OF AGREEMENT**

Unless this Agreement is terminated earlier as described below, You may place orders governed by this Agreement for a period of five years from the effective date of this Agreement (indicated below in Section 24). This Agreement will continue to govern any order for the duration of the Services Period of such order.

## **3. RIGHTS GRANTED**

3.1 For the duration of the Services Period and subject to Your payment obligations, and except as otherwise set forth in this Agreement or Your order, You have the non-exclusive, non-assignable, worldwide limited right to access and use the Services that You ordered, including anything developed by Oracle and delivered to You as part of the Services, solely for Your internal business operations and subject to the terms of this Agreement and Your order, including the Service Specifications. You may allow Your Users to use the Services for this purpose and You are responsible for Your Users' compliance with this Agreement and the order.

3.2 You do not acquire under this Agreement any right or license to use the Services, including the Oracle Programs and Services Environment, in excess of the scope and/or duration of the Services stated in Your order. Upon the end of the Services ordered, Your right to access and use the Services will terminate.

3.3 To enable Oracle to provide You and Your Users with the Services, You grant Oracle the right to use, process and transmit, in accordance with this Agreement and Your order, Your Content and Your Applications for the duration of the Services Period plus any additional post-termination period during which Oracle provides You with access to retrieve an export file of Your Content and Your Applications. If Your Applications include third-party programs, You acknowledge that Oracle may allow providers of those third-party programs to access the Services Environment, including Your Content and Your Applications, as required for the interoperation of such third-party programs with the Services. Oracle will not be responsible for any use, disclosure, modification or deletion of Your Content or Your Applications resulting from any such access by third-party program providers or for the interoperability of such third-party programs with the Services.

3.4 Except as otherwise expressly set forth in Your order for certain Cloud Services offerings (e.g., a private cloud hosted at Your facility), You acknowledge that Oracle has no delivery obligation for Oracle Programs and will not ship copies of such programs to You as part of the Services.

3.5 As part of certain Cloud Services offerings, Oracle may provide You with access to Third-party Content. The type and scope of any Third-party Content is defined in Your order or applicable Service Specifications. The third-party owner, author or provider of such Third-party Content retains all ownership and intellectual property rights in and to that content, and Your rights to use such Third-party Content are subject to, and governed by, the terms applicable to such content as specified by such third-party owner, author or provider, unless otherwise specified in Your order.

## 4. OWNERSHIP AND RESTRICTIONS

4.1 You retain all ownership and intellectual property rights in and to Your Content and Your Applications. Oracle or its licensors retain all ownership and intellectual property rights to the Services, including Oracle Programs and Ancillary Software, and derivative works thereof, and to anything developed or delivered by or on behalf of Oracle under this Agreement. CherryRoad will retain ownership of all of its own intellectual property, knowledge, techniques, procedures, routines, templates, and methods which have been developed by CherryRoad in its regular course of business and not for specific use in performance of any agreements with You, and used in the provision of any work performed by CherryRoad ("CherryRoad Tools"). CherryRoad shall grant You, upon full payment, a perpetual, irrevocable, non-assignable, non-exclusive license to all Contractor Tools that CherryRoad embeds in or provides with any work or that is otherwise used in connection with any work provided to You by CherryRoad.

4.2 You may not, and may not cause or permit others to:

- a) remove or modify any program markings or any notice of Oracle's or its licensors' proprietary rights;
- b) make the programs or materials resulting from the Services (excluding Your Content and Your Applications) available in any manner to any third-party for use in the third-party's business operations (unless such access is expressly permitted for the specific Services You have acquired);
- c) modify, make derivative works of, disassemble, decompile, reverse engineer, reproduce, distribute, republish or download any part of the Services (the foregoing prohibitions include but are not limited to review of data structures or similar materials produced by programs), or access or use the Services in order to build or support, and/or assist a third-party in building or supporting, products or Services competitive to Oracle;
- d) perform or disclose any benchmark or performance tests of the Services, including the Oracle Programs;
- e) perform or disclose any of the following security testing of the Services Environment or associated infrastructure: network discovery, port and service identification, vulnerability scanning, password cracking, remote access testing, or penetration testing; and

- f) license, sell, rent, lease, transfer, assign, distribute, host, outsource, permit timesharing or service bureau use, or otherwise commercially exploit or make available the Services, Oracle Programs, Ancillary Software, Services Environments or Oracle materials to any third-party, other than as expressly permitted under the terms of the applicable order.

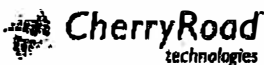
## **5. SERVICE SPECIFICATIONS**

5.1 The Services are subject to and governed by Service Specifications applicable to Your order. Service Specifications may define provisioning and management processes applicable to the Services (such as capacity planning), types and quantities of system resources (such as storage allotments), functional and technical aspects of the Oracle Programs, as well as any Services deliverables. You acknowledge that use of the Services in a manner not consistent with the Service Specifications may adversely affect Services performance and/or may result in additional fees. If the Services permit You to exceed the ordered quantity (e.g., soft limits on counts for Users, sessions, storage, etc.), then You are responsible for promptly purchasing such additional quantity to account for Your excess usage. For any month that You do not promptly purchase such additional quantity, Oracle or CherryRoad may require You to pay, in addition to the fees for the additional quantity, an excess usage fee for those Services equivalent to 10% of the fees for the additional quantity in the month in which such excess usage occurred.

5.2 Oracle may make changes or updates to the Services (such as infrastructure, security, technical configurations, application features, etc.) during the Services Period, including to reflect changes in technology, industry practices, patterns of system use, and availability of Third-party Content. The Service Specifications are subject to change at Oracle's discretion; however, Oracle changes to the Service Specifications will not result in a material reduction in the level of performance, security or availability of the applicable Services provided to You for the duration of the Services Period.

5.3 Your order will specify the Data Center Region in which Your Services Environment will reside. As described in the Service Specifications and to the extent applicable to the Cloud Services that You have ordered, Oracle will provide production, test, and backup environments in the Data Center Region stated in Your order. Oracle and its affiliates may perform certain aspects of Cloud Services, such as service administration and support, as well as other Services (including Professional Services and disaster recovery), from locations and/or through use of subcontractors, worldwide.

## **6. USE OF THE SERVICES**



6.1 You are responsible for identifying and authenticating all Users, for approving access by such Users to the Services, for controlling against unauthorized access by Users, and for maintaining the confidentiality of usernames, passwords and account information. By federating or otherwise associating Your and Your Users' usernames, passwords and accounts with Oracle, You accept responsibility for the confidentiality and timely and proper termination of user records in Your local (intranet) identity infrastructure or on Your local computers. Oracle is not responsible for any harm caused by Your Users, including individuals who were not authorized to have access to the Services but who were able to gain access because usernames, passwords or accounts were not terminated on a timely basis in Your local identity management infrastructure or Your local computers. You are responsible for all activities that occur under Your and Your Users' usernames, passwords or accounts or as a result of Your or Your Users' access to the Services, and agree to notify Oracle immediately of any unauthorized use. You agree to make every reasonable effort to prevent unauthorized third parties from accessing the Services.

6.2 You shall not use or permit use of the Services, including by uploading, emailing, posting, publishing or otherwise transmitting any material, including Your Content, Your Applications and Third-party Content, for any purpose that may (a) menace or harass any person or cause damage or injury to any person or property, (b) involve the publication of any material that is false, defamatory, harassing or obscene, (c) violate privacy rights or promote bigotry, racism, hatred or harm, (d) constitute unsolicited bulk e-mail, "junk mail", "spam" or chain letters; (e) constitute an infringement of intellectual property or other proprietary rights, or (f) otherwise violate applicable laws, ordinances or regulations. In addition to any other rights afforded to Oracle under this Agreement, Oracle reserves the right, but has no obligation, to take remedial action if any material violates the restrictions in the foregoing sentence (the "Acceptable Use Policy"), including the removal or disablement of access to such material. Oracle shall have no liability to You in the event that Oracle takes such action. You shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of all of Your Content and Your Applications. To the extent not prohibited by law, You agree to defend and indemnify Oracle against any claim arising out of a violation of Your obligations under this section.

6.3 You are required to accept all patches, bug fixes, updates, maintenance and service packs (collectively, "Patches") necessary for the proper function and security of the Services, including for the Oracle Programs, as such Patches are generally released by Oracle as described in the Service Specifications. Oracle is not responsible for performance or security issues encountered with the Cloud Services that result from



Your failure to accept the application of Patches that are necessary for the proper function and security of the Services. Except for emergency or security related maintenance activities, Oracle or CherryRoad will coordinate with You the scheduling of application of Patches, where possible, based on Oracle's next available standard maintenance window.

## **7. TRIAL USE AND PILOT CLOUD SERVICES**

7.1 For certain Cloud Services, Oracle may make available "trials" and "conference room pilots" for non-production evaluation purposes. Cloud trials and conference room pilots must be ordered under a separate agreement.

7.2 Oracle may make available "production pilots" for certain Cloud Services under this Agreement. Production pilots ordered by You are described in the Service Specifications applicable to Your order, and are provided solely for You to evaluate and test Cloud Services for Your internal business purposes. You may be required to order certain professional services as a prerequisite to an order for a production pilot.

## **8. SERVICES PERIOD; END OF SERVICES**

8.1 Services provided under this Agreement shall be provided for the Services Period defined in Your order, unless earlier suspended or terminated in accordance with this Agreement or the order. If stated in the Service Specifications, certain Cloud Services that are ordered will Auto Renew for additional Service Periods unless (i) You provide CherryRoad Technologies with written notice no later than thirty (30) days prior to the end of the applicable Services Period of Your intention not to renew such Cloud Services, or (ii) CherryRoad Technologies provides You with written notice no later than ninety (90) days prior to the end of the applicable Services Period of its intention not to renew such Cloud Services.

8.2 Upon the end of the Services, You no longer have rights to access or use the Services, including the associated Oracle Programs and Services Environments; however, for a period of up to 60 days after the end of the applicable Services Period, Oracle will make available Your Content and Your Applications then in the Services Environment for the purpose of retrieval by You. At the end of such 60 day period, and except as may be required by law, Oracle will delete or otherwise render inaccessible any of Your Content and Your Applications that remain in the Services Environment.

8.3 Oracle may temporarily suspend Your password, account, and access to or use of the Services if You or Your Users violate any provision within the 'Rights Granted', 'Ownership and Restrictions', 'Fees and Taxes', 'Use of the Services', or 'Export' sections of this Agreement, or if in Oracle's reasonable judgment, the Services or any component thereof are about to suffer a significant threat to security or functionality. Oracle will provide advance notice to You of any such suspension in Oracle's reasonable discretion based on the nature of the circumstances giving rise to the suspension. Oracle will use reasonable efforts to re-establish the affected Services promptly after Oracle determines, in its reasonable discretion, that the situation giving rise to the suspension has been cured; however, during any suspension period, Oracle will make available to You Your Content and Your Applications as existing in the Services Environment on the date of suspension. Oracle may terminate the Services under an order if any of the foregoing causes of suspension is not cured within 30 days after Oracle's initial notice thereof. Any suspension or termination by Oracle under this paragraph shall not excuse You from Your obligation to make payment(s) under this Agreement.

8.4 If either of us breaches a material term of this Agreement or any other agreement between the parties and fails to correct the breach within 30 days of written specification of the breach, then the breaching party is in default and the non-breaching party may terminate the order under which the breach occurred. If CherryRoad terminates the order as specified in the preceding sentence, You must pay within 30 days all amounts that have accrued prior to such termination, as well as all sums remaining unpaid for the Services under such order plus related taxes and expenses. Except for nonpayment of fees, the nonbreaching party may agree in its sole discretion to extend the 30 day period for so long as the breaching party continues reasonable efforts to cure the breach. You agree that if You are in default under this Agreement, You may not use those Services ordered.

8.5 Provisions that survive termination or expiration of this Agreement are those relating to limitation of liability, indemnification, payment and others which by their nature are intended to survive.

## 9. NONDISCLOSURE

9.1 By virtue of this Agreement, both parties, and Oracle, may have access to information that is confidential to one another ("Confidential Information"). Both parties, and Oracle, agree to disclose only information that is required for the performance of obligations under this Agreement. Confidential information shall be limited to the terms and pricing under this Agreement, Your Content and Your

Applications residing in the Services Environment, and all information clearly identified as confidential at the time of disclosure.

9.2 A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third-party without restriction on the disclosure; or (d) is independently developed by the other party.

9.3 Subject to the requirements of the California Public Records Act (Govt. Section 6250 et seq.) or other applicable law, both parties, and Oracle, agree not to disclose each other's Confidential Information to any third-party other than as set forth in the following sentence for a period of three years from the date of the disclosing party's disclosure of the Confidential Information to the receiving party; however, Oracle will hold Your Confidential Information that resides within the Services Environment in confidence for as long as such information resides in the Services Environment. Both parties, and Oracle, each may disclose Confidential Information only to those employees, agents or subcontractors who are required to protect it against unauthorized disclosure in a manner no less protective than required under this Agreement. Oracle will protect the confidentiality of Your Content or Your Applications residing in the Services Environment in accordance with the Oracle security practices defined as part of the Service Specifications applicable to Your order. In addition, Your Personal Data will be treated in accordance with the terms of Section 10 below. Nothing shall prevent any party from disclosing the terms or pricing under this Agreement or orders placed under this Agreement in any legal proceeding arising from or in connection with this Agreement or from disclosing the Confidential Information to a governmental entity as required by law. Should You receive a request under the California Public Records Act or other applicable law for Oracle's or CherryRoad's Confidential Information, You agree to give Oracle and/or CherryRoad, as applicable, adequate prior notice of the request, and before releasing Oracle's or CherryRoad's Confidential Information to a third-party, in order to allow Oracle or CherryRoad sufficient time to seek injunctive or other relief against such disclosure.

## 10. DATA PROTECTION

10.1 In performing the Services, Oracle will comply with the *Oracle Services Privacy Policy*, which is available at <http://www.oracle.com/html/Services-privacy-policy.html> and incorporated herein by reference. The *Oracle Services Privacy Policy* is subject to change at Oracle's discretion; however, Oracle policy changes will not result in a

material reduction in the level of protection provided for Your Personal Data provided as part of Your Content during the Services Period of Your order.

10.2 Oracle's Data Processing Agreement for Oracle Cloud Services (the "Data Processing Agreement"), which is available at <http://www.oracle.com/dataprocessingagreement> and incorporated herein by reference, describes the parties', and Oracle's respective roles for the processing and control of Personal Data that You provide to Oracle as part of the Cloud Services. Oracle will act as a data processor, and will act on Your instruction concerning the treatment of Your Personal Data residing in the Services Environment, as specified in this Agreement, the Data Processing Agreement and the applicable order. You agree to provide any notices and obtain any consent related to Your use of the Services and Oracle's provision of the Services, including those related to the collection, use, processing, transfer and disclosure of Personal Data.

10.3 The Service Specifications applicable to Your order define the administrative, physical, technical and other safeguards applied to Your Content residing in the Services Environment, and describe other aspects of system management applicable to the Services. You are responsible for any security vulnerabilities, and the consequences of such vulnerabilities, arising from Your Content and Your Applications, including any viruses, Trojan horses, worms or other programming routines contained in Your Content or Your Applications that could limit or harm the functionality of a computer or that could damage, intercept or expropriate data. You may disclose or transfer, or instruct Oracle to disclose or transfer, Your Content or Your Applications to a third-party, and upon such disclosure or transfer Oracle is no longer responsible for the security or confidentiality of such content and applications outside of Oracle.

10.4 You may not provide Oracle access to health, payment card or similarly sensitive personal information that imposes specific data security obligations for the processing of such data unless specified in Your order. If available, You may purchase services from Oracle (e.g., Oracle Payment Card Industry Compliance Services, Oracle HIPAA Security Services, Oracle Federal Security Services, etc.) designed to address particular data protection requirements applicable to Your business or Your Content.

## **11. WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES**

11.1 Oracle warrants that Oracle will perform Cloud Services in all material respects as described in the Service Specifications. If the Services provided to You were not performed as warranted, You must promptly provide written notice to Oracle that

describes the deficiency in the Services (including, as applicable, the service request number notifying Oracle of the deficiency in the Services).

11.2 ORACLE AND CHERRYROAD DO NOT GUARANTEE THAT (A) THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, OR THAT ORACLE WILL CORRECT ALL SERVICES ERRORS, (B) THE SERVICES WILL OPERATE IN COMBINATION WITH YOUR CONTENT OR YOUR APPLICATIONS, OR WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEMS, SERVICES OR DATA NOT PROVIDED BY ORACLE, AND (C) THE SERVICES WILL MEET YOUR REQUIREMENTS, SPECIFICATIONS OR EXPECTATIONS. YOU ACKNOWLEDGE THAT ORACLE DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. ORACLE AND CHERRYROAD ARE NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. ORACLE AND CHERRYROAD ARE NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SERVICES THAT ARISE FROM YOUR CONTENT, YOUR APPLICATIONS OR THIRD-PARTY CONTENT.

11.3 FOR ANY BREACH OF THE SERVICES WARRANTY, YOUR EXCLUSIVE REMEDY AND ORACLE AND CHERRYROAD'S ENTIRE LIABILITY SHALL BE THE CORRECTION OF THE DEFICIENT SERVICES THAT CAUSED THE BREACH OF WARRANTY, OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALY REASONABLE MANNER, YOU MAY END THE DEFICIENT SERVICES AND ORACLE WILL REFUND TO CHERRYROAD TECHNOLOGIES, THE FEES FOR THE TERMINATED SERVICES THAT CHERRYROAD TECHNOLOGIES PAID TO ORACLE FOR THE PERIOD FOLLOWING THE EFFECTIVE DATE OF TERMINATION AND CHERRYROAD TECHNOLOGIES WILL IN TURN REFUND TO YOU THE FEES FOR THE TERMINATED SERVICES THAT YOU PAID TO CHERRYROAD TECHNOLOGIES FOR THE PERIOD FOLLOWING THE EFFECTIVE DATE OF TERMINATION.

11.4 TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS BY ORACLE OR BY CHERRYROAD IN ANY AGREEMENT BETWEEN YOU AND CHERRYROAD INCLUDING FOR

SOFTWARE, HARDWARE, SYSTEMS, OTHER SERVICES, NETWORKS OR ENVIRONMENTS OR FOR MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

## 12. LIMITATION OF LIABILITY

NEITHER PARTY, NOR ORACLE, SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE OR PROFITS, DATA, OR DATA USE. CHERRYROAD'S AGGREGATE LIABILITY FOR ALL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR YOUR ORDER OR ANY OTHER AGREEMENT BETWEEN THE PARTIES, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE TOTAL AMOUNTS ACTUALLY PAID TO CHERRYROAD UNDER THIS AGREEMENT OR YOUR ORDER OR ANY OTHER AGREEMENT BETWEEN THE PARTIES IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY LESS ANY REFUNDS OR CREDITS RECEIVED UNDER SUCH ORDER.

## 13. INDEMNIFICATION

13.1 Subject to the terms of this Section 13 (Indemnification) and to the extent not prohibited by law, if a third-party makes a claim against either You, CherryRoad or Oracle ("Recipient" which may refer to You, CherryRoad or Oracle depending upon which party received the Material), that any information, design, specification, instruction, software, service, data, hardware, or material (collectively, "Material") furnished by either You, CherryRoad or Oracle ("Provider" which may refer to You, CherryRoad or Oracle depending on which party provided the Material) and used by the Recipient infringes the third-party's intellectual property rights, the Provider, at the Provider's sole cost and expense, will defend the Recipient against the claim and indemnify the Recipient from the damages, liabilities, costs and expenses awarded by the court to the third-party claiming infringement or the settlement agreed to by the Provider, if the Recipient does the following:

- a. notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim (or sooner if required by applicable law);
- b. gives the Provider sole control of the defense and any settlement negotiations; and
- c. gives the Provider the information, authority and assistance the Provider needs to

defend against or settle the claim.

13.2 If the Provider believes or it is determined that any of the Material may have violated a third-party's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the right to access or license for, and require return of, the applicable Material and refund any unused, prepaid fees the Recipient may have paid to the other party for such Material. If such return materially affects Oracle's or CherryRoad's ability to meet its obligations under the relevant order, then Oracle or CherryRoad may, at its option and upon 30 days prior written notice, terminate the order. If such Material is third-party technology and the terms of the third-party license do not allow Oracle or CherryRoad to terminate the license, then Oracle or CherryRoad may, upon 30 days prior written notice, end the Services associated with such Material and refund to CherryRoad, and CherryRoad will in turn refund to You any unused, prepaid fees for such Services.

13.3 The Provider will not indemnify the Recipient if the Recipient (a) alters the Material or uses it outside the scope of use identified in the Provider's user or program documentation or Service Specifications, (b) uses a version of the Material which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was made available to the Recipient, or (c) continues to use the applicable Material after the end of the license to use that Material. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any information, design, specification, instruction, software, service, data, hardware or material not furnished by the Provider. Neither Oracle nor CherryRoad will indemnify You for any portion of an infringement claim that is based upon the combination of any Material with any products or Services not provided by Oracle or CherryRoad. Neither Oracle nor CherryRoad will indemnify You to the extent that an infringement claim is based on Third-party Content or any Material from a third-party portal or other external source that is accessible or made available to You within or by the Services (e.g., a social media post from a third-party blog or forum, a third-party Web page accessed via a hyperlink, marketing data from third-party data providers, etc.). Neither Oracle nor CherryRoad will indemnify You for infringement caused by Your actions against any third-party if the Services as delivered to You and used in accordance with the terms of this Agreement would not otherwise infringe any third-party intellectual property rights. Neither Oracle nor CherryRoad will indemnify You for any intellectual property infringement claim(s) known to You at the time Services rights are obtained.



13.4 This Section 13 provides the parties' exclusive remedy for any infringement claims or damages under this Agreement or any agreement between the parties.

#### **14. THIRD-PARTY WEB SITES, CONTENT, PRODUCTS AND SERVICES**

14.1 The Services may enable You to link to, transmit Your Content to, or otherwise access, other Web sites, platforms, content, products, services, and information of third parties. Oracle does not control and is not responsible for such Web sites or platforms or any such content, products, services and information accessible from or provided through the Services, and You bear all risks associated with access to and use of such Web sites and third-party content, products, services and information.

14.2 Any Third-party Content made accessible by Oracle is provided on an "as-is" and "as available" basis without any warranty of any kind. Third-party Content may be indecent, offensive, inaccurate, infringing or otherwise objectionable or unlawful, and You acknowledge that Oracle is not responsible for and under no obligation to control, monitor or correct Third-party Content; however, Oracle reserves the right to take remedial action if any such content violates applicable restrictions under Section 6.2 of this Agreement, including the removal of, or disablement of access to, such content. Oracle disclaims all liabilities arising from or related to Third-party Content.

14.3 You acknowledge that: (i) the nature, type, quality and availability of Third-party Content may change at any time during the Services Period, and (ii) features of the Services that interoperate with third parties such as Facebook™, YouTube™ and Twitter™, etc. (each, a "Third-party Service"), depend on the continuing availability of such third parties' respective application programming interfaces (APIs) for use with the Services. Oracle may update, change or modify the Services under this Agreement as a result of a change in, or unavailability of, such Third-party Content, Third-party Services or APIs. If any third-party ceases to make its Third-party Content or APIs available on reasonable terms for the Services, as determined by Oracle in its sole discretion, Oracle may cease providing access to the affected Third-party Content or Third-party Services without any liability to You. Any changes to Third-party Content, Third-party Services or APIs, including their availability or unavailability, during the Services Period does not affect Your obligations under this Agreement or the applicable order, and You will not be entitled to any refund, credit or other compensation due to any such changes.

14.4 Any Third-party Content that You store in Your Services Environment will count towards any storage or other allotments applicable to the Cloud Services that You ordered.



## **15.SERVICES TOOLS AND ANCILLARY SOFTWARE**

15.1 Oracle may use tools, scripts, software, and utilities (collectively, the “Tools”) to monitor and administer the Services and to help resolve Your Oracle service requests. The Tools will not collect or store any of Your Content or Your Applications residing in the Services Environment, except as necessary to provide the Services or troubleshoot service requests or other problems in the Services. Information collected by the Tools (excluding Your Content and Your Applications) may also be used to assist in managing Oracle’s product and service portfolio, to help Oracle address deficiencies in its product and service offerings, and for license and Services management.

15.2 Oracle may provide You with on-line access to download certain Ancillary Software for use with the Services. If Oracle licenses Ancillary Software to You and does not specify separate terms for such Ancillary Software, then, subject to Your payment obligations, (i) You have the non-exclusive, non-assignable, worldwide limited right to use such Ancillary Software solely to facilitate Your access to, operation of, and/or use of the Services Environment, subject to the terms of this Agreement and Your order, including the Services Specifications, (ii) Oracle will maintain such Ancillary Software as part of the Cloud Services, and (iii) Your right to use such Ancillary Software will terminate upon the earlier of Oracle’s notice (which may be through posting on <https://support.oracle.com> or such other URL designated by Oracle) or the end of the Cloud Services associated with the Ancillary Programs. If Ancillary Software is licensed to You under separate third-party license terms, then Your use of such software is subject solely to such separate terms.

## **16.SERVICE ANALYSES**

Oracle may (i) compile statistical and other information related to the performance, operation and use of the Services, and (ii) use data from the Services Environment in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (clauses i and ii are collectively referred to as “Service Analyses”). Oracle may make Service Analyses publicly available; however, Service Analyses will not incorporate Your Content or Confidential Information in a form that could serve to identify You or any individual, and Service Analyses do not constitute Personal Data. Oracle retains all intellectual property rights in Service Analyses.

## **17.EXPORT**

17.1 Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the Services. You agree that such export laws govern Your use of the Services (including technical data) and any Services deliverables provided under this Agreement, and You agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, software programs and/or materials resulting from Services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

17.2 You acknowledge that the Cloud Services are designed with capabilities for You and Your Users to access the Services Environment without regard to geographic location and to transfer or otherwise move Your Content and Your Applications between the Services Environment and other locations such as User workstations. You are solely responsible for the authorization and management of User accounts, as well as export control and geographic transfer of Your Content and Your Applications.

## **18.FORCE MAJEURE**

Neither You, CherryRoad nor Oracle, shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; pandemic; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancelation of any export, import or other license); or other event outside the reasonable control of the obligated party. We both will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30 days, either of us may cancel unperformed Services and affected orders upon written notice. This Section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or Your obligation to pay for the Services.

## **19.GOVERNING LAW AND JURISDICTION**

This Agreement is governed by the substantive and procedural laws of the State of New York and You, CherryRoad and Oracle agree to submit to the exclusive jurisdiction of, and venue in, the courts of Nassau County, New York or, in the case within federal jurisdiction, the Eastern District of New York, in any dispute arising out of or relating to this Agreement.

## 20. NOTICE

20.1 Any notice required under this Agreement shall be provided to the other party, and Oracle, in writing. If You have a legal dispute with Oracle or if You wish to provide a notice under the Indemnification Section of this Agreement, or if You become subject to insolvency or other similar legal proceedings, You will promptly send written notice to: Oracle America, Inc., 500 Oracle Parkway, Redwood Shores, CA 94065. Attention: General Counsel, Legal Department. Any notice to CherryRoad shall be sent to: CherryRoad Technologies Inc., 301 Gibraltar Drive, Suite 2C, Morris Plains, NJ 07950, Attn: Barbara Robinson. Any notice to the Town of Hempstead shall be sent to:

Town of Hempstead  
Arthur Primm, Commissioner  
One Washington Street  
Hempstead, NY 11550

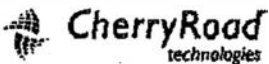
Copy to: Joseph J. Ra, Town Attorney  
Town of Hempstead  
One Washington Street  
Hempstead, NY 11550

20.2 To request a termination of Services in accordance with this Agreement, You must submit a service request to CherryRoad and Oracle at the addresses specified in Your order or the Service Specifications.

20.3 Oracle and CherryRoad may give notices applicable to Oracle's Cloud Services customer base by means of a general notice on the Oracle portal for the Cloud Services, and notices specific to You by electronic mail to Your e-mail address on record in Oracle's account information or by written communication sent by first class mail or pre-paid post to Your address on record in Oracle's account information.

## 21. ASSIGNMENT

You may not assign this Agreement or give or transfer the Services (including the Oracle Programs) or an interest in them to another individual or entity. If You grant a security interest in any portion of the Services, the secured party has no right to use or transfer the Services or any deliverables.



## **22.OTHER**

22.1 Oracle and CherryRoad are independent contractors and we agree that no partnership, joint venture, or agency relationship exists between and among Oracle, CherryRoad, and You. We are each responsible for paying our own employees, including employment related taxes and insurance. You understand that Oracle's business partners and other third parties, including any third parties with which Oracle has an integration or that are retained by You to provide consulting or implementation services or applications that interact with the Cloud Services, are independent of Oracle and are not Oracle's agents. Oracle and CherryRoad are not liable for, bound by, or responsible for any problems with the Services, Your Content or Your Applications arising due to any acts of any such business partner or third-party, unless the business partner or third-party is providing Services as an Oracle subcontractor on an engagement ordered under this Agreement and, if so, then only to the same extent as Oracle would be responsible for Oracle resources under this Agreement. This Agreement is entered exclusively between You and CherryRoad. While Oracle has no contractual relationship with You, Oracle is a third-party beneficiary of this Agreement.

22.2 If any term of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with another term consistent with the purpose and intent of this Agreement.

22.3 Except for actions for nonpayment or breach of Oracle's proprietary rights, no action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than two years after the cause of action has accrued.

22.4 Oracle Programs and Services are not designed for or specifically intended for use in nuclear facilities or other hazardous applications. You agree that it is Your responsibility to ensure safe use of Oracle Programs and Services in such applications.

22.5 You shall obtain at Your sole expense any rights and consents from third parties necessary for Your Content, Your Applications, and Third-party Content, as well as other vendor's products provided by You that You use with the Services, including such rights and consents as necessary for Oracle to perform the Services under this Agreement.

22.6 You agree to provide Oracle and CherryRoad with all information, access and full good faith cooperation reasonably necessary to enable Oracle to provide the Services and You will perform the actions identified in Your order as Your responsibilities.

22.7 You remain solely responsible for Your regulatory compliance in connection with Your use of the Services. You are responsible for making Oracle and CherryRoad aware of any technical requirements that result from Your regulatory obligations prior to entering into an order governed by this Agreement. Oracle will cooperate with Your efforts to determine whether use of the standard Oracle Services offering is consistent with those requirements. Additional fees may apply to any additional work performed by Oracle or changes to the Services.

22.8 Oracle and CherryRoad may audit Your use of the Services (e.g., through use of software tools) to assess whether Your use of the Services is in accordance with Your order and the terms of this Agreement. You agree to cooperate with Oracle's and/or CherryRoad audit and provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with Your normal business operations. You agree to pay within 30 days of written notification any fees applicable to Your use of the Services in excess of Your rights. If you do not pay, Oracle can end Your Services and/or Your order. You agree that neither Oracle nor CherryRoad shall be responsible for any of Your costs incurred in cooperating with the audit.

22.9 The purchase of Cloud Services, or other service offerings, programs or products are all separate offers and separate from any other order. You understand that You may purchase Cloud Services, or other service offerings, programs or products independently of any other order. Your obligation to pay under any order is not contingent on performance of any other service offerings or delivery of programs or products.

## 23. ENTIRE AGREEMENT

23.1 You agree that this Agreement and the information which is incorporated into this Agreement by written reference (including reference to information contained in a URL or referenced policy), together with the applicable order, is the complete agreement for the Services ordered by You and supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such Services.

23.2 It is expressly agreed that the terms of this Agreement and any Oracle order shall supersede the terms in any purchase order, procurement internet portal, or other similar non-Oracle document and no terms included in any such purchase order, portal, or other non-Oracle document shall apply to the Services ordered. In the event of any inconsistencies between the terms of an order and the Agreement, the Agreement shall take precedence; however, unless expressly stated otherwise in an order, the terms of the Data Processing Agreement shall take precedence over any inconsistent terms in an

order and this Agreement. Except as otherwise permitted in Section 5 (Service Specifications), Section 10 (Data Protection) and Section 14 (Third-party Web Sites) with respect to the Services, this Agreement and orders hereunder may not be modified and the rights and restrictions may not be altered or waived except in a writing signed by authorized representatives of You and CherryRoad Technologies. Except as set forth in Section 22.1, no third-party beneficiary relationships are created by this Agreement.

**24. CLOUD SERVICES EFFECTIVE DATE**

The Effective Date of this Cloud Services Agreement is on the date of execution by You.

**TOWN OF HEMPSTEAD, NY**

**CHERRYROAD TECHNOLOGIES INC.**

Authorized  
Signature: \_\_\_\_\_

Authorized  
Signature: *Lisa Druckman*

Name: \_\_\_\_\_

Name: **Lisa Druckman**  
**Vice President Finance**

Title: \_\_\_\_\_

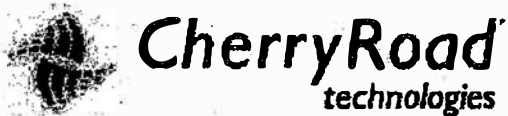
Title: \_\_\_\_\_

Signature Date: \_\_\_\_\_

Signature Date: 5/30/18

Agreement No.: \_\_\_\_\_

**EXHIBIT C  
CLOUD SERVICES ORDERING DOCUMENT**



## CLOUD SERVICES ORDERING DOCUMENT

### Town of Hempstead, NY

<b>Name</b>	CHERRYROAD TECHNOLOGIES	<b>Contact</b>	Jim Haag
<b>Address</b>	301 Gibraltar Dr. Morris Plains NJ 07950	<b>Phone Number</b>	973-541-4213
		<b>Email Address</b>	jhaag@cherryroad.com

**New Subscription**

Item #	Description	Quantity	Term	Price
B69711	Oracle Fusion Financials Cloud Service -- Hosted Named User	60	12 mo.	\$ 89,682
B69713	Oracle Fusion Expenses Cloud Service -- Hosted Expense Reports	1,000	12 mo.	\$ 2,491
B73947	Oracle Fusion Automated Invoice Processing Cloud Service -- Hosted 1,000 Records	10	12 mo.	\$ 1,495
B69714	Oracle Fusion Advanced Collections Cloud Service - Hosted Named User	5	12 mo.	\$ 1,744
B73948	Oracle Fusion WebCenter Forms Recognition Cloud Service - Hosted 1,000 Records	10	12 mo.	\$ 1,495
B84576	Oracle Fusion Transactional Business Intelligence Cloud Service -- Hosted Named User	10	12 mo.	\$ 1,868
B69717	Oracle Fusion Purchasing Cloud Service -- Hosted Named User	15	12 mo.	\$ 13,079
B69718	Oracle Fusion Supplier Portal Cloud Service -- Hosted Named Use	10	12 mo.	\$ 14,947
B78965	Oracle Fusion Supplier Qualification Management Cloud Service -- Hosted Named User	5	12 mo.	\$ 7,162
B69719	Oracle Fusion Sourcing Cloud Service - Hosed Named User	10	12 mo.	\$ 16,193
B69720	Oracle Fusion Procurement Contracts Cloud Service -- Hosted Named User	10	12 mo.	\$ 9,965
B69721	Oracle Fusion Self-Service Procurement Cloud Service -- Hosted Named User	100	12 mo.	\$ 1,993
B84628	Oracle Fusion Project Financials Cloud Service -- Hosted Employee	10	12 mo.	\$ 18,684
B84629	Oracle Fusion Project Contract Billing Cloud Service -- Hosted Named User	10	12 mo.	\$ 16,193
B78967	Oracle Fusion Grants Management Cloud Service -- Hosted Named User	10	12 mo.	\$ 7,474





Item ID	Description	Quantity	Term	Price
B69729	Oracle Fusion Inventory Management Cloud Service – Hosted Named User	10	12 mo.	\$ 8,719
B81263	Oracle Fusion Order Management Cloud Service – Hosted 1,000 Order Lines	50	12 mo.	\$ 3,114
B81264	Oracle Fusion Order Management User Cloud Service - Hosted Named User	10	12 mo.	
B85698	Oracle Enterprise Planning and Budgeting Cloud Service – Hosted Named User	10	12 mo.	\$ 11,677
B79785	Oracle Enterprise Performance Reporting Cloud Service – Hosted Named User	10	12 mo.	\$ 5,805
B85800	Oracle Fusion Human Capital Management Base Cloud Service – Hosted Employee (Full-Time)	2,000	12 mo.	\$ 64,771
B85800	Oracle Fusion Human Capital Management Base Cloud Service – Hosted Employee (Part-Time)	2,000	12 mo.	\$ 28,337
B75365	Oracle Fusion Time and Labor Cloud Service – Hosted Named User	4,000	12 mo.	\$ 29,894
B86334	Oracle Payroll Cloud Service for United States – Hosted Employee (Full-Time)	2,000	12 mo.	\$ 34,876
B86334	Oracle Payroll Cloud Service for United States – Hosted Employee (Part-Time)	2,000	12 mo.	\$ 15,258
B85242	Oracle Fusion Learning Cloud Service – Hosted Named User	1,000	12 mo.	\$ 934
B84490	Oracle Additional Test Environment for Oracle Fusion Cloud Service - Each	2	12 mo.	\$ 29,194
B84494	Transparent Data Encryption for Oracle Fusion Security Cloud Services - Customer	1	12 mo.	\$ 4,866
B86669	Oracle Cloud Priority Support for SaaS: Base Fee -Each	1	12 mo.	\$ 2,919
B87365	Oracle HIPAA Advanced Security for Fusion SaaS in the Oracle Public Cloud - Each	1	12 mo.	\$ 18,600

Item ID	Description	Price
	Cloud Services Fees	\$ 463,353
	<b>Total Fees</b>	<b>\$ 463,353</b>



**A. Terms of Your Order**

**1. Agreement**

a. The Town of Hempstead ("You" or "end user"), has ordered the cloud services described above for your use consistent with the CherryRoad Services Agreement, dated \_\_\_\_\_, 2018, (the "Agreement") and CherryRoad/Oracle Public Sector Cloud Services Agreement ("CSA") Dated \_\_\_\_\_, 2018.

**2. Payment Terms:**

a. Net 30 days from invoice date

**3. Payment Frequency:**

Annual

**4. Currency:**

US Dollars

**5. Offer Valid through:**

10-JUNE-2018

**6. Services Period**

The Services Period for the Services commences on the date stated in this order. If no date is specified, then the "Cloud Services Start Date" for each Service will be the date that you are issued access that enables you to activate your Services, and the "Consulting/Professional Services Start Date" is the date that Oracle begins performing such services.

**7. Service Specifications**

The Service Specifications applicable to the Cloud Services and the Consulting/Professional Services ordered may be accessed at <http://www.oracle.com/contracts>.

**B. Additional Order Terms**

**1. Terms:**

All products and services listed on this ordering document are provided by CherryRoad under, and subject to, the terms of this ordering document, the Agreement and the CSA. Any terms and conditions on your purchase order are void and have no legal effect. For cloud services, You may not reduce the quantity of services purchased hereunder (e.g., user or record counts, storage, etc.), in whole or in part, during the services period set forth above. The services period for the cloud services commences on the date stated in the ordering document, or, if none is provided in the ordering document, the day the end user login names and password are issued to the end user to access the cloud services under the ordering document (the "Cloud Services Start Date").

**2. Option Years**

For clarification purposes, you shall have an option to renew your subscription for the services listed in the table above at the same usage limits for nine (9) additional 12-month renewal periods, each an ("Option Year") for the fees listed above. Professional Services are not included in the Option Years.

The Cloud Services listed above may not be renewed at the option year pricing listed above if: (i) Oracle is no longer making such Cloud Services generally available to customers, or (ii) You are seeking to cancel or reduce the number of user licenses of the Cloud Services set forth in this Ordering Document.

**3. Opt Out of Auto Renewal**

Notwithstanding any statement to the contrary in the Services Specifications, the parties expressly agree that the Cloud Services acquired under this order will not Auto-Renew.

**4. Price Hold**

During the Services Period, You may order additional quantities of the Cloud Services acquired under this order at the Unit Net Price specified above. This price hold does not apply to Eloqua Marketing Platform Cloud Service, to any renewals or extensions of the Cloud Services ordered hereunder, to Cloud Services ordered pursuant to a separate CherryRoad or Oracle discount or promotion, or to any Cloud Services other than those listed in the initial purchase under this order.



Town of Hempstead

Authorized  
Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature Date: \_\_\_\_\_

CherryRoad Technologies, Inc.

Authorized  
Signature: *Lisa Druckman*

Name: **Lisa Druckman**  
**Vice President Finance**

Title: \_\_\_\_\_

Signature Date: **5/21/11**

Adopted

offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING EXTERIOR MAINTENANCE BIDS FOR THE TOWN OF HEMPSTEAD DEPARTMENT OF PLANNING AND ECONOMIC DEVELOPMENT**

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

**WHEREAS**, one of the elements of said Community Development Program encompasses the acquisition of properties by the Town of Hempstead and said properties require exterior maintenance for an interim period prior to the disposition of said property; and

**WHEREAS**, to satisfy this need, the Commissioner of the Department of Planning and Economic Development advertised in the local newspaper and requested sealed bids, for two (2) landscapers, due to the size and volume of the properties, and to insure proper maintenance throughout the year, framed in accordance with the requirements of the United States Department of Housing and Urban Development, for the following properties;

**Package 1**  
Elmont:

- 1. Section - 32 Block - 362 Lot - 16  
Section - 32 Block - 362 Lot - 41
- 2. Section - 32 Block - 362 Lot - 42  
Section - 32 Block - 362 Lot - 43
- 3. Section - 32 Block - 365 Lot - 199
- 4. 546 Hempstead Turnpike

Roosevelt:

- 1. 224 Manhattan Avenue
- 2. 530 Nassau Road
- 3. 50 Andrew Street

**Package 2**  
Roosevelt:

- 1. 509, Nassau Road
- 2. 301, 303, 305, 307, 311 Nassau Road
- 3. 153 West Debevoise Avenue
- 4. 335 Nassau Road, South of Nassau Road
- 5. Section - 55 Block - 319 Lot - 1131/1132
- 6. 314 Clinton Avenue
- 7. Section 55 Block 548 Lots 29-30,
- 8. Section 55 Block K Lot 403

**WHEREAS**, the Notice To Bidders resulted in two sealed (2) bids being submitted to the Department of Planning and Economic Development as follow:

**H & D Landscaping**

**Package 1    \$18,000.00**  
**Package 2    \$23,000.00**

**Mendoza Landscaping**

**Package 1    \$21,800.00**  
**Package 2    \$22,860.00**

Item # 34  
Case # 18675

**WHEREAS**, the Commissioner of the Department of Planning and Economic Development has advised this Town Board that the Bid response of Harold Munson D/B/A H & D Landscaping Company, located at 15 Park Place, Roosevelt, New York 11575 is qualified to provide the necessary landscaping services and has been awarded Package 1 by the Department; and

**WHEREAS**, the Commissioner of the Department of Planning and Economic Development has advised this Town Board that the Bid response of MENDOZA LANDSCAPING CORPORATION, located at 679 Rose Blvd., Baldwin, New York 11510 is qualified to provide the necessary landscaping services is hereby being awarded Package 2 as required by the Department; and

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the Commissioner of the Department of Planning and Economic Development is hereby authorized to accept the bid for professional services by and between the Town of Hempstead and Harold Munson D/B/A H & D Landscaping Company for a term commencing January 1, 2018 ending December 31, 2018 in an amount not to exceed the sum of FIFTY THOUSAND (\$50,000.00) DOLLARS, exclusive of disbursements, subject to an option in favor of the Town to extend the term of the contract by up to one year, and subject to an option to increase the base cap on the contract by up to FIFTY THOUSAND and 00/100 (\$50,000.00) Dollars, all, nevertheless, in the sole discretion of the Town Board, the exercise of which shall be done by Town Board Resolution duly adopted at a regularly scheduled public meeting of the Town Board, pursuant to the terms and conditions of said contract for professional services, which will be charged against the appropriate Department of Planning and Economic Development's Community Development Account which also includes fees for snow and debris removal as needed; and

**RESOLVED**, that the Commissioner of the Department of Planning and Economic Development is hereby authorized to accept the bid for professional services by and between the Town of Hempstead and Mendoza Landscaping Corporation for a term commencing January 1, 2018 ending December 31, 2018 in an amount not to exceed the sum of FIFTY THOUSAND (\$50,000.00) DOLLARS exclusive of disbursements, subject to an option in favor of the Town to extend the term of the contract by up to one year, and subject to an option to increase the base cap on the contract by up to FIFTY THOUSAND and 00/100 (\$50,000.00) Dollars, all, nevertheless, in the sole discretion of the Town Board, the exercise of which shall be done by Town Board Resolution duly adopted at a regularly scheduled public meeting of the Town Board, pursuant to the terms and conditions of said contract for professional services, which will be charged against the appropriate Department of Planning and Economic Development's Community Development Account which also includes fees for snow and debris removal as needed; and

**BE IT FURTHER RESOLVED**, that the Commissioner of the Department of Planning and Economic Development is hereby authorized to make payment to Harold Munson D/B/A H & D Landscaping Company in accordance with the fee structure attached as Schedule "B" to the bid, upon receipt by said Commissioner of a claim form completed by Harold Munson D/B/A H & D Landscaping Company specifying the time worked and a recital that said firm is entitled to receive the amount requisitioned under the terms of the bid.

**BE IT FURTHER RESOLVED**, that the Commissioner of the Department of Planning and Economic Development is hereby authorized to make payment to MENDOZA LANDSCAPING CORPORATION in accordance with the fee structure attached as Schedule "B" to the bid, upon receipt by said Commissioner of a claim form completed by MENDOZA LANDSCAPING CORPORATION specifying the time worked and a recital that said firm is entitled to receive the amount requisitioned under the terms of the bid.

The foregoing resolution was adopted upon roll call as follows:

AYES: ( )

NOES: ( )

**CONTRACT FOR PROFESSIONAL SERVICES**  
**By and Between**  
**THE TOWN OF HEMPSTEAD**  
**and**  
**HAROLD MUNSON D/B/A H & D LANDSCAPING COMPANY**

**AGREEMENT** made the \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the Town of Hempstead (hereinafter referred to as the "Town"), a domestic municipal corporation having its principal office at One Washington Street, Hempstead, New York and HAROLD MUNSON D/B/A H & D LANDSCAPING COMPANY (hereinafter referred to as the "Maintenance Firm"), having its principal office at 15 Park Place, Roosevelt, NY 11575.

**WITNESSETH**

**WHEREAS**, the Town intends to undertake a Community Development Program in cooperation with the Nassau County-Urban County Consortium, which Community Development Program is receiving financial assistance from the U.S. Department of Housing and Community Development Act of 1974, as amended; and

**WHEREAS**, one of the elements of said Community Development Program encompasses the acquisition of properties by the Town of Hempstead and said properties require exterior maintenance for an interim period prior to the disposition of said property; and

**WHEREAS**, to satisfy this need, the Commissioner of the Department of Planning and Economic Development circulated Requests for Proposals, framed in accordance with the requirements of the United States Department of Housing and Urban Development, to a list of qualified landscaping companies; and

**WHEREAS**, this Town Board deems that exterior maintenance services for properties acquired by the Town in connection with its Community Development Program is necessary to prevent the spread of blight, and the terms and conditions of the contract to be fair and reasonable; and

**WHEREAS**, the Town desires to engage the Maintenance Firm to render certain assistance in connection with its Community Development Program;

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

1. Employment of the Maintenance Firm

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

2. Area Covered

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

3. Scope of Services

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

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

Provide maintenance for sites specifically requested by the Town on a case by case basis pursuant to the Request for Proposal (RFP) incorporated by reference into this contract as Schedule "A" and Schedule "B" pricing itemization sheet which is attached hereto and made a part hereof.

4. Time and Method of Performance

The service of the Maintenance Firm shall be provided for a term commencing January 1, 2018 ending December 31, 2018, but only upon delivery of a contract duly executed by the Commissioner. The Town, in its sole discretion, reserves the right to extend the term of the contract by up to one year, but only upon delivery of a contract duly executed by the Commissioner. Services shall be performed and costs shall be incurred only at the request of the Commissioner of Planning and Economic Development or designee. Extension of the term may only be accomplished by Town Board Resolution at a regularly scheduled meeting of said Board.

5. Compensation and Method of Payment

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

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

Funds will be charged against the appropriate Department of Planning and Economic Development's Community Development Account up to the amount authorized by resolution of the Hempstead Town Board, currently said authorized amount is FIFTY THOUSAND (\$50,000.00) DOLLARS, from January 1, 2018 to December 31, 2018. The Town, in its sole discretion, reserves the right to increase the cap by up to Fifty Thousand and 00/100 (\$50,000.00) Dollars and extend the term of the contract by up to one year, said option to be exercised only by Town Board Resolution duly executed by the Town Board at a regularly scheduled meeting thereof.

All claims for payment shall be submitted on a monthly basis on claim forms furnished by the Town Comptroller, and certified as approved by the Commissioner of Planning and Economic Development. The Commissioner reserves the right to disapprove any claim or portion thereof which is submitted more than ninety (90) days from the date the expense was incurred. The Commissioner also reserves the right, in his sole discretion, to disapprove any claim or portion thereof where there is an inadequate showing that the work invoiced has been performed.

6. Termination

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

7. Terms and Conditions

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



8. Other Provisions

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

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

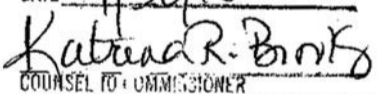
TOWN OF HEMPSTEAD

By: \_\_\_\_\_  
**GEORGE L. BAKICH**  
**COMMISSIONER**

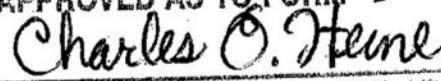
HAROLD MUNSON D/B/A H & D  
LANDSCAPING COMPANY

By:   
**HAROLD MUNSON**  
**PRINCIPAL**

**APPROVED**  
By pp Date 5/24/18  
By   
For **KEVIN R. CONROY, CPA**  
**TOWN COMPTROLLER**

APPROVED AS TO CONTENT  
DATE 4/30/18  
  
COUNSEL TO COMMISSIONER  
DEPT. OF PLANNING & ECONOMIC DEVELOPMENT

**APPROVED**  
  
**DIRECTOR OF PURCHASING**

APPROVED AS TO FORM  
  
SENIOR DEPUTY TOWN ATTORNEY  
DATE 5/24/18

STATE OF NEW YORK )

: ss.:

COUNTY OF NASSAU )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018 before me personally came GEORGE L. BAKICH, to me known and known to me to be the Commissioner of DPED, of the Town of Hempstead, Nassau County, New York, who being by me duly sworn did depose and say that he resides at 200 N Frankin St, Hempstead, New York 11550; the corporation described in and which executed the above agreement, and that he knows the corporate seal of said corporation; that the seal affixed to said agreement is such corporate seal; that it was so affixed by order of the Town Board of the Town of Hempstead, Nassau County, New York, and that by like order he thereunto signed his name and official designation.

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

STATE OF NEW YORK )

: ss.:

COUNTY OF NASSAU )

On this 17 day of April, 2018 before me personally came HAROLD MUNSON, to me known, who being by me duly sworn did depose and say that he resides at 15 Park Place, Roosevelt, NY 11575 and that he is a Principal of H & D LANDSCAPING COMPANY, the firm described in and which executed the foregoing instrument.

BELEN G. ALVARES  
Notary Public, State of New York  
No. 01AL6352184  
Qualified in Suffolk County  
Commission Expires December 18, 2020

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



**Schedule "A"**



# H & D Landscaping Company

15 Park Place

Roosevelt, New York 11575

License # H2068140000

(516) 377-5843 Office (516) 377-8710 Fax

(516) 312-1200 Cell (516) 924-8594 Cell

## Bid - Package 1

Landscaping	\$ 9,000	
Snow	\$ 9,000	
<b>Total</b>		<b>\$ 18,000</b>


## Bid Package 2

Landscaping	\$ 15,000	
Snow	\$ 8,000	
<b>Total</b>		<b>\$ 23,000</b>

This is my proposal giving a definitive amount for snow removal.

  
Harold Munson, Owner

"Tough on the Job, Not on your Pocket" -- Thank you for your consideration to do business with H & D

 **Schedule "B"**

Adopted

offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING EXTERIOR MAINTENANCE BIDS FOR THE TOWN OF HEMPSTEAD DEPARTMENT OF PLANNING AND ECONOMIC DEVELOPMENT**

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

**WHEREAS**, one of the elements of said Community Development Program encompasses the acquisition of properties by the Town of Hempstead and said properties require exterior maintenance for an interim period prior to the disposition of said property; and

**WHEREAS**, to satisfy this need, the Commissioner of the Department of Planning and Economic Development advertised in the local newspaper and requested sealed bids, for two (2) landscapers, due to the size and volume of the properties, and to insure proper maintenance throughout the year, framed in accordance with the requirements of the United States Department of Housing and Urban Development, for the following properties;

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Section - 32 Block - 362 Lot - 41
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Section - 32 Block - 362 Lot - 43
- 3. Section - 32 Block - 365 Lot - 199
- 4. 546 Hempstead Turnpike

Roosevelt:

- 1. 224 Manhattan Avenue
- 2. 530 Nassau Road
- 3. 50 Andrew Street

**Package 2**  
Roosevelt:

- 1. 509, Nassau Road
- 2. 301, 303, 305, 307, 311 Nassau Road
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**WHEREAS**, the Notice To Bidders resulted in two sealed (2) bids being submitted to the Department of Planning and Economic Development as follow:

**H & D Landscaping**

**Package 1     \$18,000.00**  
**Package 2     \$23,000.00**

**Mendoza Landscaping**

**Package 1     \$21,800.00**  
**Package 2     \$22,860.00**

Item # 35  
Case # 18675

**WHEREAS**, the Commissioner of the Department of Planning and Economic Development has advised this Town Board that the Bid response of Harold Munson D/B/A H & D Landscaping Company, located at 15 Park Place, Roosevelt, New York 11575 is qualified to provide the necessary landscaping services and has been awarded Package 1 by the Department; and

**WHEREAS**, the Commissioner of the Department of Planning and Economic Development has advised this Town Board that the Bid response of MENDOZA LANDSCAPING CORPORATION, located at 679 Rose Blvd., Baldwin, New York 11510 is qualified to provide the necessary landscaping services is hereby being awarded Package 2 as required by the Department; and

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the Commissioner of the Department of Planning and Economic Development is hereby authorized to accept the bid for professional services by and between the Town of Hempstead and Harold Munson D/B/A H & D Landscaping Company for a term commencing January 1, 2018 ending December 31, 2018 in an amount not to exceed the sum of FIFTY THOUSAND (\$50,000.00) DOLLARS, exclusive of disbursements, subject to an option in favor of the Town to extend the term of the contract by up to one year, and subject to an option to increase the base cap on the contract by up to FIFTY THOUSAND and 00/100 (\$50,000.00) Dollars, all, nevertheless, in the sole discretion of the Town Board, the exercise of which shall be done by Town Board Resolution duly adopted at a regularly scheduled public meeting of the Town Board, pursuant to the terms and conditions of said contract for professional services, which will be charged against the appropriate Department of Planning and Economic Development's Community Development Account which also includes fees for snow and debris removal as needed; and

**RESOLVED**, that the Commissioner of the Department of Planning and Economic Development is hereby authorized to accept the bid for professional services by and between the Town of Hempstead and Mendoza Landscaping Corporation for a term commencing January 1, 2018 ending December 31, 2018 in an amount not to exceed the sum of FIFTY THOUSAND (\$50,000.00) DOLLARS exclusive of disbursements, subject to an option in favor of the Town to extend the term of the contract by up to one year, and subject to an option to increase the base cap on the contract by up to FIFTY THOUSAND and 00/100 (\$50,000.00) Dollars, all, nevertheless, in the sole discretion of the Town Board, the exercise of which shall be done by Town Board Resolution duly adopted at a regularly scheduled public meeting of the Town Board, pursuant to the terms and conditions of said contract for professional services, which will be charged against the appropriate Department of Planning and Economic Development's Community Development Account which also includes fees for snow and debris removal as needed; and

**BE IT FURTHER RESOLVED**, that the Commissioner of the Department of Planning and Economic Development is hereby authorized to make payment to Harold Munson D/B/A H & D Landscaping Company in accordance with the fee structure attached as Schedule "B" to the bid, upon receipt by said Commissioner of a claim form completed by Harold Munson D/B/A H & D Landscaping Company specifying the time worked and a recital that said firm is entitled to receive the amount requisitioned under the terms of the bid.

**BE IT FURTHER RESOLVED**, that the Commissioner of the Department of Planning and Economic Development is hereby authorized to make payment to MENDOZA LANDSCAPING CORPORATION in accordance with the fee structure attached as Schedule "B" to the bid, upon receipt by said Commissioner of a claim form completed by MENDOZA LANDSCAPING CORPORATION specifying the time worked and a recital that said firm is entitled to receive the amount requisitioned under the terms of the bid.

The foregoing resolution was adopted upon roll call as follows:

AYES: ( )

NOES: ( )

**CONTRACT FOR PROFESSIONAL SERVICES**  
**By and Between**  
**THE TOWN OF HEMPSTEAD**  
**and**  
**MENDOZA LANDSCAPING CORPORATION**

**AGREEMENT** made the        day of        , 2018, by and between the Town of Hempstead (hereinafter referred to as the "Town"), a domestic municipal corporation having its principal office at One Washington Street, Hempstead, New York and MENDOZA LANDSCAPING CORPORATION (hereinafter referred to as the "Maintenance Firm"), having its principal office at 679 Rose Blvd, Baldwin, New York 11510.

**WITNESSETH**

**WHEREAS**, the Town intends to undertake a Community Development Program in cooperation with the Nassau County-Urban County Consortium, which Community Development Program is receiving financial assistance from the U.S. Department of Housing and Community Development Act of 1974, as amended; and

**WHEREAS**, one of the elements of said Community Development Program encompasses the acquisition of properties by the Town of Hempstead and said properties require exterior maintenance for an interim period prior to the disposition of said property; and

**WHEREAS**, to satisfy this need, the Commissioner of the Department of Planning and Economic Development circulated Requests for Proposals, framed in accordance with the requirements of the United States Department of Housing and Urban Development, to a list of qualified landscaping companies; and

**WHEREAS**, this Town Board deems that exterior maintenance services for properties acquired by the Town in connection with its Community Development Program is necessary to prevent the spread of blight, and the terms and conditions of the contract to be fair and reasonable; and

**WHEREAS**, the Town desires to engage the Maintenance Firm to render certain assistance in connection with its Community Development Program;

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

1.     Employment of the Maintenance Firm

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

2.     Area Covered

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

3.     Scope of Services

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



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

Provide maintenance for sites specifically requested by the Town on a case by case basis pursuant to the Request for Proposal (RFP) incorporated by reference into this contract as Schedule "A" and Schedule "B" pricing itemization sheet which is attached hereto and made a part hereof.

4. Time and Method of Performance

The service of the Maintenance Firm shall be provided for a term commencing January 1, 2018 ending December 31, 2018, but only upon delivery of a contract duly executed by the Commissioner. The Town, in its sole discretion, reserves the right to extend the term of the contract by up to one year, but only upon delivery of a contract duly executed by the Commissioner. Services shall be performed and costs shall be incurred only at the request of the Commissioner of Planning and Economic Development or designee. Extension of the term may only be accomplished by Town Board Resolution at a regularly scheduled meeting of said Board.

5. Compensation and Method of Payment

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

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

Funds will be charged against the appropriate Department of Planning and Economic Development's Community Development Account up to the amount authorized by resolution of the Hempstead Town Board, currently said authorized amount is FIFTY THOUSAND (\$50,000.00) DOLLARS, from January 1, 2018 to December 31, 2018. The Town, in its sole discretion, reserves the right to increase the cap by up to Fifty Thousand and 00/100 (\$50,000.00) Dollars and extend the term of the contract by up to one year, said option to be exercised only by Town Board Resolution duly executed by the Town Board at a regularly scheduled meeting thereof.

All claims for payment shall be submitted on a monthly basis on claim forms furnished by the Town Comptroller, and certified as approved by the Commissioner of Planning and Economic Development. The Commissioner reserves the right to disapprove any claim or portion thereof which is submitted more than ninety (90) days from the date the expense was incurred. The Commissioner also reserves the right, in his sole discretion, to disapprove any claim or portion thereof where there is an inadequate showing that the work invoiced has been performed.

6. Termination

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

7. Terms and Conditions

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

8. Other Provisions

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

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

TOWN OF HEMPSTEAD

By: \_\_\_\_\_  
**GEORGE L. BAKICH**  
**COMMISSIONER**

MENDOZA LANDSCAPING  
CORPORATION

By: \_\_\_\_\_  
**JOSE MENDOZA**  
**PRINCIPAL**

APPROVED AS TO CONTENT  
DATE 4/30/18  
Katerina R. Brody  
COUNSEL TO COMMISSIONER  
DEPT. OF PLANNING & ECONOMIC DEVELOPMENT

**APPROVED**  
By Kevin R. Conroy Date 5/24/18  
**KEVIN R. CONROY, CPA**  
**TOWN COMPTROLLER**

**APPROVED**  
[Signature]  
**DIRECTOR OF PURCHASING**

Doc. No. 18-001  
April 13, 2018

APPROVED AS TO FORM  
Charles O. Heine  
**SENIOR DEPUTY TOWN ATTORNEY**  
DATE 5/24/18

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

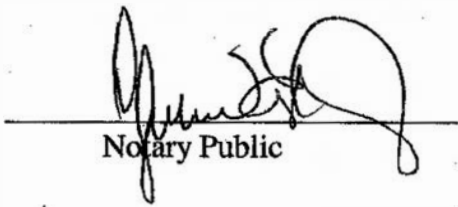
On this            day of            , 2018 before me personally came GEORGE L. BAKICH, to me known and known to me to be the Commissioner of DPED, of the Town of Hempstead, Nassau County, New York, who being by me duly sworn did depose and say that he resides at 200 N Frankin St, Hempstead, New York 11550; the corporation described in and which executed the above agreement, and that he knows the corporate seal of said corporation; that the seal affixed to said agreement is such corporate seal; that it was so affixed by order of the Town Board of the Town of Hempstead, Nassau County, New York, and that by like order he thereunto signed his name and official designation.

---

Notary Public

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

On this 17<sup>th</sup> day of April, 2018 before me personally came JOSE MENDOZA, to me known, who being by me duly sworn did depose and say that he resides at 679 Rose Blvd, Baldwin, New York 11510 and that he is a Principal of MENDOZA LANDSCAPING CORPORATION, the firm described in and which executed the foregoing instrument.



---

Notary Public

OGILDA ESTEVEZ  
Notary Public, State of New York  
No. 01ES5021338  
Qualified in Nassau County  
Commission Expires Dec. 13, 21



# Schedule "A"





# MENDOZA Landscaping & Construction

(Cell) 242-4962  
(Home) 992-5065

*We cut down and build up too...*

**Free Estimates**

679 Rose Blvd., Baldwin, NY. 11

May 17, 2018

Allan Thompson  
Assistant to the Commissioner  
Town of Hempstead  
Planning and Economic Development  
383 Nassau Road, Roosevelt, NY 11575

Re: Bid to maintain properties for the Planning Department of the Town of Hempstead 2018

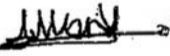
To clarify my previous bid, the flat amount that will be charged including the snow removal for these properties will be as follows:

Bid package # Property 1

	\$ 11,800.00
Snow Remova	10,000.00
Total	21,800.00

Bid package # Property 2 \$ 18, 860.00

Snow Removal	4,000.00
Total	22, 860.00

X 

Jose Mendoza  
President

## Schedule "B"

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING EMPLOYMENT OF SAVIK AND MURRAY FOR CONSULTING SERVICES PERTINENT TO FIVE TOWNS DRAINAGE IMPROVEMENTS: INWOOD, TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK.

WHEREAS, the Town of Hempstead (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, Five Towns Drainage Improvements: Inwood; 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 (the "Services"); and

WHEREAS, the Department of Engineering (the "Department"), in accordance with the Town's procurement policy, advertised a Request for Qualifications for the Services on March 23, 2018; and

WHEREAS, after conducting a review and evaluation of all proposals submitted, the Department has recommended that the contract for the Services be awarded to Savik and Murray ("the Consultant"); and

WHEREAS, the Consultant, having its principal office at 35-3 Carlough Road, Bohemia, New York 11741 is a duly licensed and qualified Professional Engineering firm under the laws of the State of New York; and

WHEREAS, the Consultant, submitted a Consulting Engineering Services Agreement on May 21, 2018 setting forth in detail the services to be performed, with a total amount not-to-exceed \$420,000.00, representing that it is adequately staffed, skilled and experienced in the type of work proposed (the "Agreement"); and

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

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board authorizes the Commissioner of the Department to execute, on behalf of the Town, the Agreement with Savik and Murray for consulting services pertinent to Five Towns Drainage Improvements: Inwood, Town of Hempstead, Nassau County, New York; and be it further

RESOLVED, 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 #

18675

**AGREEMENT  
FOR CONSULTING ENGINEER**

**THIS AGREEMENT**, made this \_\_\_\_\_ day of June, 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 **DCAK-MSA Architecture & Engineering, P.C. d/b/a Savik & Murray** 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:

**FIVE TOWNS DRAINAGE IMPROVEMENTS: INWOOD DRAINAGE IMPROVEMENTS**

**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 Five Towns Drainage Improvements: Inwood Drainage Improvements 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 (GOSR 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 April 6, 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

The Town of Hempstead seeks to utilize CDBG-DR funding to implement numerous storm water drainage improvements in the Hamlet of Inwood in the Five Towns community. The recommendations are based on a comprehensive drainage study completed by Nassau County. The study analyzed existing conditions and proposed improvement projects within the Five Towns communities.

This project proposes the following stormwater drainage improvements below:

- Installation of stormwater detention systems under the Inwood Marina Parking lot
- Installation of stormwater quality treatment devices
- Installation of an inline backflow prevention devices

This project also proposes to raise of the following streets to a target flow-line elevation of 5.4 feet NAVD '88:

- Bayswater Boulevard from Dead End to Elm Road
- Davis Avenue from Dead End to Elm Road
- Maple Road from Chestnut Road to Elm Road
- Walnut Road
- Chestnut Road
- Peppe Drive

Additionally, green infrastructure solutions will be explored, if applicable.

The successful Respondent will assist the Town of Hempstead with all basic services necessary for design, bidding, construction administration and inspection of this project, in accordance with HUD and GOSR requirements and timetables.

The Town of Hempstead reserves the right to modify the project description.

Scope of Work

The Consultant will assist the Town with all basic services necessary for design, bidding, and construction administration of the Five Towns Drainage Improvements: Inwood Drainage Improvements Project, in accordance with the Work Plan detailed in Consultant's technical proposal dated April 6, 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	Survey	\$63,000.00
Task 2	Meetings, Permitting, Design, Bid Phase & Construction Administration	\$210,550.00
Task 3	Construction Observation*	\$139,000.00
Task 4	Expenses	\$7,450.00
	Total Fee	\$420,000.00

B. The above includes:

1. DCAK-MSA Architecture & Engineering, P.C. d/b/a Savik & Murray and subconsultants.
2. Soil boring driller subcontractor in the amount of \$2,500.00 under Task 2.
3. Three meetings with the TOH during Task 2 – Project Design.
4. Four progress meetings and four site visits during Task 2 – Construction Administration.
5. Periodic site inspections over a 17-week construction period during Task 3 – Construction Observation.
6. 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 1-2. Partial payments for these tasks will be based upon percent of completion as determined by the Commissioner. \*Task 3 is to be billed on a time card basis, not to exceed. For Construction Observation services the following bill rate schedule, with a maximum multiplier of 2.2 included, shall not be exceeded:

PM-Engineer	175 \$/hr
Engineer	145 \$/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 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:

**DCAK-MSA Architecture & Engineering, P.C. d/b/a Savik & Murray  
35 Carlough Road, Suite 3  
Bohemia, New York 11716**

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 (GOSR: 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

DCAK-MSA Architecture & Engineering, P.C. d/b/a Savik & Murray

By: \_\_\_\_\_  
Drazen Cackovic, AIA  
President

Reviewed for content by:

\_\_\_\_\_  
Jeffrey M. Tierney  
Deputy Commissioner of Engineering

Date: \_\_\_\_\_

Form Approved:

\_\_\_\_\_  
Joseph J. Ra  
Town Attorney

Date: \_\_\_\_\_

Approved:

\_\_\_\_\_  
Kevin Conroy  
Town Comptroller

Date \_\_\_\_\_

STATE OF NEW YORK)

)s.:

COUNTY OF NASSAU )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018 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 June, 2018 before me personally came DRAZEN CACKOVIC to me known and known to me, who, being by me by me duly sworn did depose and say that he resides at 27 BARKER AVENUE, SUITE 1001, WHITE PLAINS, NEW YORK, 10601 and that he is the PRESIDENT of DCAK-MSA ARCHITECTURE & ENGINEERING, P.C. D/B/A SAVIK & MURRAY firm described in and which executed the foregoing instrument; that he knows the seal of said firm, 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 E**  
**SUPPLEMENTARY CONDITIONS FOR CONTRACTS**

Rev. 2/27/17



**DEFINITIONS**

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“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**

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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](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

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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 "Indemnitites") harmless from and against all claims, demands, liability, loss, cost, damage or expense, including attorney's fees, which may be incurred by the Indemnitites 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**

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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

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**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](mailto: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

## **Inwood Project Schedule**

May 24, 2018	Pending Approved Contract Agreement
June 11-29, 2018	Survey
July 2-20, 2018	30% Design Documents
July 23-August 10, 2018	60% Design Documents
August 13-31, 2018	90% Design Documents
September 14, 2018	Final Bid Documents

EXHIBIT E

SUBRECIPIENT CONTRACTOR UTILIZATION PLAN

**M/WBE UTILIZATION PLAN**

**INSTRUCTIONS:** This form is submitted at the time of bid or RFP submittal or 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.

<b>Subrecipient Name:</b>	Town of Hempstead	<b>Project Name:</b>	Five Towns Drainage Improvements: Inwood Drainage Improvements
<b>Offeror's Name:</b>	DCAK-MSA Architecture & Engineering, P.C. d/b/a Savik & Murray	<b>Federal ID Number:</b>	
<b>Address:</b>	35 Carlough Road, Suite 3	<b>Contract Number (if applicable):</b>	
<b>City State &amp; Zip Code:</b>	Bohemia, NY 11716	<b>Phone:</b>	631-467-7775
<b>Location of Work:</b>	Town of Hempstead		

<i>MWBE Target Goal</i>			<i>Proposed MWBE Participation</i>		
<i>Category</i>	<i>Percentage</i>	<i>Amount</i>	<i>Category</i>	<i>Percentage</i>	<i>Amount</i>
<b>MBE:</b>	15%	\$ 63,000.00	<b>MBE:</b>	15%	\$ 63,000.00
<b>WBE:</b>	15%	\$ 63,000.00	<b>WBE:</b>	15%	\$ 63,000.00
<b>Totals:</b>	30%	\$ 126,000.00	<b>Totals:</b>	30%	\$ 126,000.00

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: Hurley & Welsh Land Surveying & Engineering, PLLC		X	[REDACTED]	Surveying Services	\$63,000.00	Upon award
	Address: 166 Broadway Amityville, NY 11701						
	Email: ahurley@hurleywelsh.com						
	Phone: (631) 750-6296						
B	Name: Hirani Group	X		[REDACTED]	Engineering Services	63,000.00	Upon award
	Address: 30 Jericho Executive Plaza, Suite 200C, Jericho, NY 11753						
	Email:						
	Phone: (516) 248-1010						
C	Name:						
	Address:						
	Email:						
	Phone:						
D	Name:						
	Address:						
	Email:						
	Phone:						

Contractor Use:	
Name of Preparer:	
Name of Approver:	
Authorized Signature:	
Date:	
Email:	
Phone:	

EXHIBIT F

SECTION 3 CONTRACTOR PLAN



**CONTRACTOR OR SUBCONTRACTOR'S SECTION 3 PLAN, IF REQUIRED**

(Required if either contract exceeds \$100,000)

**Section 3 Plan Format**

DCAK-MSA Architecture & Engineering, P.C. d/b/a Savik & Murray agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the City of Hempstead, New York.

- A. To ascertain from the locality's Disaster Recovery CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the City the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U. S .Employment Service.
- C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- D. \*To insert this Section 3 Plan in all bid documents, and to require all bidders on subcontracts to submit a Section 3 Plan including utilization goals and the specific steps planned to accomplish these goals.
- E: \*To ensure that subcontracts, which are typically let on a negotiated rather than a bid basis, in areas other than Section 3 covered project areas, are also let on a negotiated basis whenever feasible, if let in a Section 3 covered project area.
- F. To formally contact unions, subcontractors, and trade associations to secure their cooperation for this program.
- G. To ensure that all appropriate project area business concerns are notified of pending subcontractual opportunities.
- H. To maintain records, including copies of correspondence, memoranda, etc. which document that all of the above affirmative action steps have been taken. \*Loans, grants, contracts, and subsidies for less than \$100,000 will be exempt.
- I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 Plan.
- J. To list on Table A information related to subcontracts to be awarded.
- K. To list on Table B all projected workforce needs for all phases of this project by occupation, trade, skill level, and number of positions.

As officers and representatives of DCAK-MSA Architecture & Engineering, P.C. d/b/a Savik & Murray, we the undersigned have read and fully agree to this Section 3 Plan, and become a party to the full implementation of this program.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
President  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

CONTRACTOR/SUBCONTRACTOR'S SECTION 3 TABLES A & B, IF REQUIRED

TABLE A

**PROPOSED SUBCONTRACTS BREAKDOWN**

FOR THE PERIOD COVERING JUNE, 2018 THROUGH JUNE, 2019

(Duration of the CDBG-Assisted Project)

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
Type Of Contract (Business or Profession)	Total Number of Contracts	Total Approximate Dollar Amount	Estimated Number Of Contracts to Project Area Businesses*	Estimated Dollar Amount of Project Area Businesses*

\*The Project Area is coextensive with the City of Hempstead's boundaries.

DCAK-MSA Architecture & Engineering, P.C. d/b/a Savik & Murray  
Company \_\_\_\_\_

Five Towns Drainage Improvements: Inwood Drainage Improvements  
Project Name \_\_\_\_\_ Project Number \_\_\_\_\_

\_\_\_\_\_  
EEO Officer (Signature) \_\_\_\_\_ Date \_\_\_\_\_

**TABLE B**

**ESTIMATED PROJECT WORKFORCE BREAKDOWN**

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
Job Category	Total Estimated Positions	No. Positions Currently Occupied By Permanent Employees	No. Positions Not Currently Occupied	No. Positions To Be Filled w/LIPAR*
Officers/Supervisors				
Professionals				
Technicians				
Housing Sales/Rental/Mgmt.				
Office Clerical				
Service Workers				
Others				

**TRADE:**

Journeyman				
Apprentices				
Maximum No. Trainees				
Others				

**TRADE:**

Journeyman				
Apprentices				
Maximum No. Trainees				
Others				

\*Lower Income Project Area Residents. Individuals residing within the City of Hempstead whose family income does not exceed 80% of the median income in the State.

DCAK-MSA Architecture & Engineering, P.C. d/b/a Savik & Murray Company

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING EMPLOYMENT OF CAMERON ENGINEERING AND ASSOCIATES, LLP. FOR CONSULTING SERVICES PERTINENT TO FIVE TOWNS DRAINAGE IMPROVEMENTS: WOODMERE, TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK.

WHEREAS, the Town of Hempstead (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, Five Towns Drainage Improvements: Woodmere; 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 (the "Services"); and

WHEREAS, the Department of Engineering (the "Department"), in accordance with the Town's procurement policy, advertised a Request for Qualifications for the Services on March 23, 2018;

WHEREAS, after conducting a review and evaluation of all proposals submitted, the Department has recommended that the contract for the Services be awarded to Cameron Engineering and Associates, LLP. ("the Consultant"); and

WHEREAS, the Consultant, having its principal office at 177 Parkways Cross Drive, Woodbury, NY 11796 is a duly licensed and qualified Professional Engineering firm under the laws of the State of New York; and

WHEREAS, the Consultant, submitted a Consulting Engineering Services Agreement on May 21, 2018 setting forth in detail the services to be performed, with a total amount not-to-exceed \$364,108.00, representing that it is adequately staffed, skilled and experienced in the type of work proposed (the "Agreement"); and

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

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board authorizes the Commissioner of the Department to execute, on behalf of the Town, the Agreement with Cameron Engineering and Associates, LLP. for consulting services pertinent to Five Towns Drainage Improvements: Woodmere, Town of Hempstead, Nassau County, New York; and be it further

RESOLVED, and the Comptroller be authorized and directed to make payments of such sums as from time to time may be required pursuant to the 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 # 37

Case # 24970

# AGREEMENT FOR CONSULTING ENGINEER

THIS AGREEMENT, made this 31<sup>st</sup> day of May, 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 **Cameron Engineering & Associates LLP.**, 177 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:

## **FIVE TOWNS DRAINAGE IMPROVEMENTS: WOODMERE DRAINAGE IMPROVEMENTS**

**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 Five Towns Drainage Improvements: Woodmere Drainage Improvements, 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 April 6, 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

The Town of Hempstead seeks to utilize CDBG-DR funding to implement numerous storm water drainage improvements in the Hamlet of Woodmere in the Five Towns community. The recommendations are based on a comprehensive drainage study completed by Nassau County. The study analyzed existing conditions and proposed improvement projects within the Five Towns communities.

Nassau County's drainage study produced the following recommendations in the Hamlet of Woodmere. The Town of Hempstead will design and construct a number of the recommendations listed below:

Hamlet of Woodmere

- Installation of sixteen (16) backflow prevention devices on outfalls into Cedar Point Lake at various locations throughout areas N3, N4 and N5 as identified in the study.
- Installation of twelve (12) stormwater treatment devices at various locations throughout areas N3, N4 and N5 as identified in the study.
- Pipe capacity upgrades at seven (7) locations at various locations, approximately 1,775 LF total at various locations as identified in the study.

Alternative interventions, specifically green infrastructure solutions, should be explored, as well.

Scope of Work

The Consultant will assist the Town with all basic services necessary for design, bidding, and construction administration of the Five Towns Drainage Improvements: Woodmere Drainage Improvements Project, in accordance with the Work Plan detailed in Consultant's technical proposal dated April 6, 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	Technical Design Report (incl. 30% SD)	\$22,933
Task 2	Survey	\$84,012
Task 3	Geotechnical	\$18,760
Task 4	Program Section 3 Requirements/Compliance	\$24,914
Task 5	Contract Documents/Design (60% & 100%)	\$59,125
Task 6	Permitting	\$18,000
Task 7	Bid Phase	\$10,361
Task 8	Construction Administration	\$6,339
Task 9	Construction Observation	\$119,664
	Total Fee	\$364,108

B. The above includes:

1. Cameron and subconsultants.
2. Task 2 Scope to be performed by Tri State Planning & Engineering for \$84,012.
3. Task 3 Scope to be performed by JHB Engineering for \$18,760.
4. Task 4 Scope to be performed by McKissack for \$24,914.
5. Five meetings with TOH/GOSR during Task 1, and Task 5.
6. Bi-weekly meetings (up to 9) during Task 8.
7. Submittal of permit applications for NYSDEC, Coastal Management, Army Corps of Engineers, and United States Coast Guard, if required.

C. The above does not include:

1. Permit application fees.
2. Services associated with Acquisitions and Easements.

The Consultant will be reimbursed in the lump sum amounts shown above for Tasks 1-8. Partial payments for these tasks will be based upon percent of completion as determined by the Commissioner. Task 9 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, 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 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:

**Cameron Engineering & Associates LLP.  
177 Crossways Park Drive  
Woodbury, NY 11797**

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

**Cameron Engineering & Associates LLP.  
177 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 that subsequent to the completion of the Technical Design Report, including 30% Schematic Plans, it is discovered 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 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

CAMERON ENGINEERING & ASSOCIATES, L.L.P.

By: Kevin M. McAndrew (e)  
 Kevin McAndrew, RLA  
 Partner

Reviewed for content by:

\_\_\_\_\_  
 Jeffrey M. Tierney  
 Deputy Commissioner of Engineering

Date: \_\_\_\_\_

Form Approved:

\_\_\_\_\_  
 Joseph J. Ra  
 Town Attorney

Date: \_\_\_\_\_

Approved:

\_\_\_\_\_  
 Kevin Conroy  
 Town Comptroller

Date: \_\_\_\_\_

STATE OF NEW YORK)

)s.:  
COUNTY OF NASSAU )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2017 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 \_\_\_\_\_, 2017 before me personally came \_\_\_\_\_ to me known and known to me, who, being by me by me duly sworn did depose and say that he resides at \_\_\_\_\_ and that he is the \_\_\_\_\_ of the \_\_\_\_\_ described in and which executed the foregoing instrument; that he knows the seal of said \_\_\_\_\_, 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

**PART III: INSURANCE**

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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.

EXHIBIT D

PROJECT TIMELINE AND MILESTONES

**EXHIBIT D**

**FIVE TOWNS DRAINAGE IMPROVEMENTS: WOODMERE DRAINAGE IMPROVEMENTS**

**Project Timeline and Milestones**

TASKS	2018							2019					
	June	July	August	September	October	November	December	January	February	March	April	May	June
Technical Design Report includes Schematic Drawings (30%)	█												
Survey	█	█	█										
Geotechnical	█	█	█										
Program Compliance	█	█	█	█	█	█	█	█	█	█	█	█	█
Contract Documents (60% & 100%)		█	█	█	█	█	█						
Permitting			█	█	█	█	█	█					
Bid Phase									█				
Construction Administration										█	█	█	█
Construction Observation										█	█	█	█

EXHIBIT E

SUBRECIPIENT CONTRACTOR UTILIZATION PLAN



**EXHIBIT E**

**Subrecipient Contractor Utilization Plan**

<b>Subrecipient Name:</b>	Town of Hempstead	<b>Project Name:</b>	Fire Towns Drainage Improvements: Woodmere Drainage Improvements	
<b>Offeror's Name:</b>	Cameron Engineering & Associates, LLP	<b>Federal ID Number:</b>	11-3313855	
<b>Address:</b>	177 Crossways Park Drive	<b>Contract Number (if applicable):</b>		
<b>City State &amp; Zip Code:</b>	Woodbury, NY 11797	<b>Phone:</b>	516-827-4900	
<b>Location of Work:</b>	Hempstead, NY			

<i>Proposed MWBE Participation</i>					
<i>Category</i>	<i>Percentage</i>	<i>Amount</i>	<i>Category</i>	<i>Percentage</i>	<i>Amount</i>
	% 15	\$ 54,616		% 20.0	\$ 72,674
	% 15	\$ 54,616		% 23.1	\$ 84,012
	% 30	\$ 109,232		% 43.1	\$ 156,686

1. Certified M/WBE Subcontractors/Suppliers Information:	Classification n NYS-ESD Certified (Choose One Only)		Federal ID No. :	Detailed Description of Work:	Dollar Value of Subcontractors/S upplies/Services	Intended performance dates on each component of the contract
	MB E	WB E				
<b>A</b> <b>Name:</b> Dack Consulting Solutions INC. <b>Address:</b> 2 William St., Ste 202 White Plains, NY 10601 <b>Email:</b> dack@dackconsulting.com <b>Phone:</b> 914-686-7102	X		26-4201726	Cost Estimating	\$29,000	TBD
<b>B</b> <b>Name:</b> JHB Engineering PLLC <b>Address:</b> 400 Rella Blvd, Ste 145 Montebello, NY 10901 <b>Email:</b> bobby.fan@jhbgeo.com <b>Phone:</b> 845-533-0215		X	46-1339561	Geotechnical Services	\$18,760	TBD
<b>C</b> <b>Name:</b> McKissack & McKissack 1001 Ave of the Americas, <b>Address:</b> 1001 Ave of the Americas, 20th Fl. New York, NY <b>Email:</b> kmaida@mckissack.com / <b>Phone:</b> 212-349-6500	X		13-3615183	GOSR Elation Services	\$24,914	TBD
<b>D</b> <b>Name:</b> TriState Planning Engineering & <b>Address:</b> 1 Wesley Court Huntington, NY 11743 <b>Email:</b> slockhart@tspe.com		X	11-2719541	Land Surveying	\$84,012	TBD

EXHIBIT F

SECTION 3 CONTRACTOR PLAN

# CONTRACTOR OR SUBCONTRACTOR'S SECTION 3 PLAN, IF REQUIRED

(Required if either contract exceeds \$100,000)

## **Section 3 Plan Format**

Cameron Engineering & Associates, LLC agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the Town of Hempstead.

- A. To ascertain from the locality's Disaster Recovery CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the City the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U. S. Employment Service.
- C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- D. \*To insert this Section 3 Plan in all bid documents, and to require all bidders on subcontracts to submit a Section 3 Plan including utilization goals and the specific steps planned to accomplish these goals.
- E: \*To ensure that subcontracts, which are typically let on a negotiated rather than a bid basis, in areas other than Section 3 covered project areas, are also let on a negotiated basis whenever feasible, if let in a Section 3 covered project area.
- F. To formally contact unions, subcontractors, and trade associations to secure their cooperation for this program.
- G. To ensure that all appropriate project area business concerns are notified of pending subcontractual opportunities.
- H. To maintain records, including copies of correspondence, memoranda, etc. which document that all of the above affirmative action steps have been taken. \*Loans, grants, contracts, and subsidies for less than \$100,000 will be exempt.
- I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 Plan.
- J. To list on Table A information related to subcontracts to be awarded.
- K. To list on Table B all projected workforce needs for all phases of this project by occupation, trade, skill level, and number of positions.

As officers and representatives of Cameron Engineering & Associates, LLC/McKissack and McKissack, we the undersigned have read and fully agree to this Section 3 Plan, and become a party to the full implementation of this program.

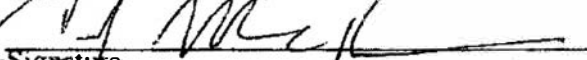
  
Signature

Partner - Cameron Engineering & Associates, LLC

May 31, 2018

Title

Date

  
Signature

President & CEO, McKissack & McKissack

May 31, 2018

Title

Date



**CONTRACTOR/SUBCONTRACTOR'S SECTION 3 TABLES A & B, IF REQUIRED**

**TABLE A**

**PROPOSED SUBCONTRACTS BREAKDOWN**

FOR THE PERIOD COVERING February 2018 THROUGH February 2019

(Duration of the CDBG-Assisted Project)

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
Type Of Contract (Business or Profession)	Total Number of Contracts	Total Approximate Dollar Amount	Estimated Number Of Contracts to Project Area Businesses*	Estimated Dollar Amount of Project Area Businesses*
Dack Consulting Solutions, Inc.		\$29,000		
JHB Engineering PLLC		\$18,760		
McKissack & McKissack		\$24,914		
TriState Planning Engineering & LS		84,012		

\*The Project Area is coextensive with the Town of Hempstead's boundaries.

Cameron Engineering & Associates, LLP  
Company

Five Towns Drainage Improvements: Woodmere Drainage Improvements  
Project Name Project Number

\_\_\_\_\_  
EEO Officer (Signature) \_\_\_\_\_, 2018  
Date

**TABLE B**

**ESTIMATED PROJECT WORKFORCE BREAKDOWN**

<b>COLUMN 1</b>	<b>COLUMN 2</b>	<b>COLUMN 3</b>	<b>COLUMN 4</b>	<b>COLUMN 5</b>
<b>Job Category</b>	<b>Total Estimated Positions</b>	<b>No. Positions Currently Occupied By Permanent Employees</b>	<b>No. Positions Not Currently Occupied</b>	<b>No. Positions To Be Filled w/LIPAR*</b>
Officers/Supervisors	18	18		
Professionals	99	99		
Technicians	9	7		
Housing Sales/Rental/Mgmt.				
Office Clerical	32	30		
Service Workers				
Others				

**TRADE:**

Journeyman				
Apprentices				
Maximum No. Trainees				
Others				

**TRADE:**

Journeyman				
Apprentices				
Maximum No. Trainees				
Others				

\*Lower Income Project Area Residents. Individuals residing within the City of \_\_\_\_\_ whose family income does not exceed 80% of the median income in the State.

Cameron Engineering & Associates, LLP  
Company

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution  
and moved its adoption:

RESOLUTION AUTHORIZING THE SUPERVISOR  
TO SETTLE THE CLAIM OF DENISE DeSTEFANO  
IN THE AMOUNT OF \$15,000.00.

WHEREAS, Denise DeStefano, by her attorney, Law Offices of Neil Moldovan, P.C., with offices in Garden City, New York, made a claim against the Town of Hempstead for personal injuries Denise DeStefano sustained when the 2005 Honda motor vehicle she was operating was in a collision with a Department of Sanitation vehicle on Old Jerusalem Road at its intersection with Wantagh Avenue in Wantagh, New York on September 24, 2010; and

WHEREAS, an action was instituted in the Supreme Court of the State of New York in Nassau County against the Town of Hempstead by Denise DeStefano to recover for personal injuries she sustained as a result of said accident; and

WHEREAS, prior to a jury trial, a proposal was made between the attorney for Denise DeStefano and the Town of Hempstead trial counsel to settle the personal injury claim of Denise DeStefano in the amount of \$15,000.00; and

WHEREAS, the attorney for Denise DeStefano has forwarded a stipulation discontinuing action and an executed general release to the Office of the Town Attorney; and

WHEREAS, the Town of Hempstead trial counsel, the Claims Service Bureau of New York Inc., the claims representative for the Town of Hempstead and the Office of the Town Attorney recommend that this settlement be approved in the best interest of the Town of Hempstead;

NOW, THEREFORE, BE IT

RESOLVED, that the Office of the Town Attorney is authorized to settle the personal injury claim of Denise DeStefano in the amount of \$15,000.00 regarding an accident occurring on September 24, 2010, said amount to be paid out of the Sanitation Operating Fund Tort Liability Account.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

38

Case #

10889

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH LANGUAGE LINE SERVICES, INC. FOR LANGUAGE INTERPRETING AND DOCUMENT TRANSLATION SERVICES UNDER NEW YORK STATE CONTRACT.**

**WHEREAS**, the Town of Hempstead (the "Town") requires over-the-phone language interpreting and document translation services (the "Services"); and

**WHEREAS**, the State of New York awarded a contract for the Services to Language Line Services, Inc.; 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 Language Line Services, Inc. for the Services for the duration of the contract's term, including any future extensions (the "Agreement").

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the Town's use of the Agreement under New York State Contract PS67902 is authorized; and be it further

**RESOLVED**, that the Town Board authorizes the Supervisor to execute a contract, and/or such other documents as may be required, with Language Line Services, Inc., 1 Lower Ragsdale Drive, Building 2, Monterey, CA 93940 to provide the Services; and be it further

**RESOLVED**, that the Comptroller is authorized and directed to make payment from the General Fund Undistributed Fees & Services account 010-012-9000-4151 in an amount not to exceed \$5,000.00.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

39

Case #

29939

**RESOLUTION AUTHORIZING AN AMENDMENT TO THE  
TOWN'S PROCUREMENT POLICY TO REQUIRE THE  
ISSUANCE OF REQUESTS FOR QUALIFICATIONS AND REQUESTS FOR PROPOSALS FOR  
PROFESSIONAL SERVICES AGREEMENTS AND INSURANCE  
COVERAGE IN EXCESS OF \$10,000.00.**

Item # 40

Case # 28103

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH GENOVA BURNS LLC TO PROVIDE LEGAL SERVICES.**

**WHEREAS**, the Town of Hempstead (the "Town") has an immediate need for labor and employment legal services (the "Services"); and

**WHEREAS**, the Town Attorney has a conflict of interest; and

**WHEREAS**, the law firm of Genova Burns LLC, 115 Broadway, 15<sup>th</sup> Floor, New York, New York is uniquely qualified to render the Services; and

**WHEREAS**, this Board finds it in the best interests of the Town to retain Genova Burns LLC to provide the Services (the "Agreement").

**NOW, THEREFORE, BE IT**

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

**RESOLVED** that the Deputy Supervisor be and hereby is authorized and directed to execute the Agreement on behalf of the Town, at an hourly rate of \$225 for non-trial/arbitration work, including consulting, research, pleadings, motions, briefs, witness and case preparation, and a per diem rate of \$975 for Supreme Court trials and/or arbitration hearings occurring between the hours of 9:00 AM and 5:00 PM, 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 from the General Fund, Undistributed Fees and Services Account, #010-012-9000-4151, upon receipt of the duly executed Agreement and certified claims therefor.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 41  
Case # 29940

Case No.

Resolution No.

Adopted:

RESOLUTION AMENDING THE RESOLUTION NO.  
15-2018 CONCERNING THE APPOINTMENT OF  
MARRIAGE OFFICERS

offered the following resolution and moved its adoption:

WHEREAS, Resolution No. 15-2018, adopted on January 9, 2018  
appointed various marriage officers for the Town of Hempstead for a term  
to expire on December 31, 2019,

WHEREAS, in order to better serve the public it is necessary to add an  
additional marriage officer,

NOW, THEREFORE, BE IT

RESOLVED, that the Resolution No. 15-2018 is hereby amended to  
add Francine Licausi as an additional marriage officer and BE IT FURTHER

RESOLVED, that the Resolution No. 15-2018 shall remain in all other  
respects in full force and effect.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

42

Case #

13462

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution  
and moved its adoption as follows:

RESOLUTION REQUESTING SPECIAL LEGISLATION  
FOR AN ACT TO AMEND THE GENERAL MUNICIPAL  
LAW IN RELATION TO THE TOWN OF HEMPSTEAD

WHEREAS, it is in the public interest that legislation  
hereinafter described be enacted; and

NOW, THEREFORE, BE IT

RESOLVED, that this Town Board, as the local  
legislative body of the Town of Hempstead, a local  
government, hereby requests the enactment by the  
Legislature of the State of New York of a bill introduced  
in the 2017-2018 Regular Sessions of the Legislature  
entitled, "An Act to amend the general municipal law, in  
relation to providing coverage for injuries while in the  
line of duty by bay constables in the town of Hempstead,  
Nassau county" designated as Assembly No. A04093; and BE IT  
FURTHER

RESOLVED, that such request be filed in each House of  
the Legislature pursuant to the statutes and rules provided  
therefor.

The foregoing resolution was adopted upon roll call as  
follows:

AYES:

NOES:

Item #

43

Case #

10338



Amending Resolution No. 19-2018 Re: Various offices, positions & occupations in the Town Government of the Town of Hempstead

Item # 44

Case # 7

CASE NO. 29935

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. 53-2018, 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 June 19, 2018 at 7:00 o'clock in the evening of that day, at which time all interested persons shall be heard on the proposed enactment of a local law known as Intro. No. 53-2018, 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 # 45  
Case # 29935

## 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 19<sup>th</sup> day of June, 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:

BALDWIN  
Section 202-5

MILBURN COURT (TH 157/18) South Side - TWO HOUR PARKING 7AM TO 7PM EXCEPT SATURDAYS, SUNDAYS, AND HOLIDAYS - starting at a point 321 feet east of the east curbline of Milburn Avenue east for a distance of 70 feet.

MILBURN COURT (TH 142/18) North Side - NO STOPPING 7AM TO 7PM EXCEPT SATURDAYS, SUNDAYS, AND HOLIDAYS - starting at a point 30 feet east of the east curbline of Milburn Avenue east for a distance of 52 feet.

MILBURN COURT (TH 142/18) North Side - TWO HOUR PARKING 7AM TO 7PM EXCEPT SATURDAYS, SUNDAYS, AND HOLIDAYS - starting at a point 82 feet east of the east curbline of Milburn Avenue then east for a distance of 234 feet.

MILBURN COURT (TH 142/18) North Side - TWO HOUR PARKING 7AM TO 7PM EXCEPT SATURDAYS, SUNDAYS, AND HOLIDAYS - starting at a point 292 feet east of the east curbline of Milburn Avenue, then east to the termination of Milburn Court.

NORTH WILLIAM STREET (TH 153/18) South Side - NO PARKING 10PM TO 7AM - starting at a point 365 feet east of the east curbline of Grand Avenue then east for a distance of 34 feet.

NORTH VALLEY  
STREAM  
Section 202-18

DAWSON DRIVE (TH 182/18) North Side - NO PARKING 11PM TO 11AM - starting 100 feet west of the west curbline of Mill Road west for 78 feet.

## Town of Hempstead

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

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

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

BALDWIN  
Section 202-5

MILBURN COURT (TH 157/18) South Side – TWO HOUR PARKING 7AM TO 7PM EXCEPT SATURDAYS, SUNDAYS, AND HOLIDAYS – starting at a point 321 feet east of the east curbline of Milburn Avenue east for a distance of 70 feet.

MILBURN COURT (TH 142/18) North Side – NO STOPPING 7AM TO 7PM EXCEPT SATURDAYS, SUNDAYS, AND HOLIDAYS – starting at a point 30 feet east of the east curbline of Milburn Avenue east for a distance of 52 feet.

MILBURN COURT (TH 142/18) North Side – TWO HOUR PARKING 7AM TO 7PM EXCEPT SATURDAYS, SUNDAYS, AND HOLIDAYS – starting at a point 82 feet east of the east curbline of Milburn Avenue then east for a distance of 234 feet.

MILBURN COURT (TH 142/18) North Side – TWO HOUR PARKING 7AM TO 7PM EXCEPT SATURDAYS, SUNDAYS, AND HOLIDAYS – starting at a point 292 feet east of the east curbline of Milburn Avenue, then east to the termination of Milburn Court.

NORTH WILLIAM STREET (TH 153/18) South Side – NO PARKING 10PM TO 7AM – starting at a point 365 feet east of the east curbline of Grand Avenue then east for a distance of 34 feet.

NORTH VALLEY STREAM  
Section 202-18

DAWSON DRIVE (TH 182/18) North Side – NO PARKING 11PM TO 7AM – starting 100 feet west of the west curbline of Mill Road west for 78 feet.

OCEANSIDE  
Section 202-13

FIRST STREET (TH 146/18) East Side – NO PARKING 8AM TO 10AM 3PM TO 4PM EXCEPT SATURDAYS, SUNDAYS, AND HOLIDAYS – starting at a point 111 feet north of the north curbline of Mott Street north for a distance of 58 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 thirty four of two thousand eighteen is hereby amended by repealing therein "REGULATIONS AND RESTRICTIONS" to limit parking at the following locations:

BALDWIN  
Section 202-5

MILBURN COURT (TH 102/80) South Side – TWO HOUR PARKING 7 AM TO 7 PM EXCEPT SATURDAYS, SUNDAYS, AND HOLIDAYS – starting at a point 363 feet east of the east curbline of Milburn Avenue east for a distance of 25 feet. (Adopted 8/12/80)

MILBURN COURT (TH 278/95) North Side – NO  
STANDING 7 AM TO 7PM EXCEPT SATURDAYS,  
SUNDAYS, AND HOLIDAYS – starting at a point 30 feet  
east of the east curbline of Milburn Avenue east for a distance  
of 52 feet. (Adopted 11/14/95)

MILBURN COURT (TH 278/95) North Side – TWO HOUR  
PARKING 7 A.M. TO 7 P.M. EXCEPT SATURDAYS  
SUNDAYS AND HOLIDAYS – starting at a point 82 feet  
east of the east curbline of Milburn Avenue east to the east  
termination of Milburn Court. (Adopted 11/14/95)

NORTH VALLEY STREAM  
Section 202-18

DAWSON DRIVE (TH 403/90) North Side – NO PARKING  
11PM TO 7AM – starting 100 feet west of the west curbline  
of Mill Road west for a distance of 60 feet.  
(Adopted 11/27/90)

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

OCEANSIDE  
Section 202-13

FIRST STREET (TH 146/18) East Side - NO  
PARKING 8AM TO 10AM 3PM TO 4PM EXCEPT  
SATURDAYS, SUNDAYS, AND HOLIDAYS -  
starting at a point 111 feet north of the  
north curbline of Mott Street north for a  
distance of 58 feet.

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

BALDWIN  
Section 202-5

MILBURN COURT (TH 278/95) North Side - NO  
STANDING 7 AM TO 7PM EXCEPT SATURDAYS,  
SUNDAYS, AND HOLIDAYS - starting at a  
point 30 feet east of the east curbline of  
Milburn Avenue east for a distance of  
52 feet. (Adopted 11/14/95)

MILBURN COURT (TH 278/95) North Side - TWO  
HOUR PARKING 7 A.M. TO 7 P.M. EXCEPT  
SATURDAYS SUNDAYS AND HOLIDAYS - starting  
at a point 82 feet east of the east  
curbline of Milburn Avenue east to the  
east termination of Milburn Court.  
(Adopted 11/14/95)

MILBURN COURT (TH 102/80) South Side - TWO  
HOUR PARKING 7 AM TO 7 PM EXCEPT  
SATURDAYS, SUNDAYS, AND HOLIDAYS -  
starting at a point 363 feet east of the  
east curbline of Milburn Avenue east for a  
distance of 25 feet. (Adopted 8/12/80)

NORTH VALLEY  
STREAM  
Section 202-18

DAWSON DRIVE (TH 403/90) North Side - NO  
PARKING 11PM TO 7AM - starting 100 feet  
west of the west curbline of Mill Road  
west for a distance of 60 feet.  
(Adopted 11/27/90)

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

Dated: June 5, 2018  
Hempstead, New York

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF HEMPSTEAD

LAURA A. GILLEN  
Supervisor

SYLVIA A. CABANA  
Town Clerk

CASE NO. 29936

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION CALLING A PUBLIC HEARING ON A PROPOSED LOCAL LAW TO AMEND SECTION 202-1 OF THE CODE OF THE TOWN OF HEMPSTEAD TO INCLUDE "PARKING OR STANDING PROHIBITONS" AT VARIOUS LOCATIONS.

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

WHEREAS, it appears to be in the public interest to consider the enactment of a local law amending Section 202-1 of the Code of the Town of Hempstead entitled "PARKING OR STANDING PROHIBITONS" at various locations; and

WHEREAS, has introduced a proposed local law known as Intro. No. 54-2018, Print No. 1 to amend the said Section 202-1 of the Code of the Town of Hempstead to include "PARKING OR STANDING PROHIBITIONS" at various locations; NOW, THEREFORE, BE IT

RESOLVED, that a public hearing be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York on June 19, 2018, at 7:00 o'clock in the evening of that day, at which time all interested persons shall be heard on the proposed enactment of a local law known as Intro. No. 54-2018, Print No. 1, to amend Chapter 202-1 of the Code of the Town of Hempstead to include "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 # 45  
Case # 29936

**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 19<sup>th</sup> day of June, 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 "PARKING OR STANDING PROHIBITIONS" at the following locations:

LIDO BEACH

REGENT DRIVE (TH 150/18) East Side -  
NO STOPPING HERE TO CORNER - from the  
south curbline of Park Drive south  
for a distance of 30 feet.

REGENT DRIVE (TH 150/18) West Side -  
NO STOPPING HERE TO CORNER - from the  
south curbline of Park Drive south  
for a distance of 30 feet.

PARK DRIVE (TH 150/18) South Side -  
NO STOPPING HERE TO CORNER - from the  
west curbline of Regent Drive west  
for a distance of 30 feet.

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

Dated: June 5, 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 "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 thirty five of two thousand eighteen is hereby amended by including therein "PARKING OR STANDING PROHIBITIONS" at the following locations:

LIDO BEACH

REGENT DRIVE (TH 150/18) East Side – NO STOPPING HERE TO CORNER – from the south curblin of Park Drive south for a distance of 30 feet.

REGENT DRIVE (TH 150/18) West Side – NO STOPPING HERE TO CORNER – from the south curblin of Park Drive south for a distance of 30 feet.

PARK DRIVE (TH 150/18) South Side – NO STOPPING HERE TO CORNER – from the west curblin of Regent Drive west for a distance of 30 feet.

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

CASE NO. 29937

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION CALLING A PUBLIC HEARING ON A PROPOSED LOCAL LAW TO AMEND SECTION 197-5 OF THE CODE OF THE TOWN OF HEMPSTEAD TO INCLUDE "ARTERIAL STOPS" AT VARIOUS LOCATIONS.

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

WHEREAS, it appears to be in the public interest to consider the enactment of a local law amending Section 197-5 of the Code of the Town of Hempstead entitled "ARTERIAL STOPS" at various locations; and

WHEREAS, has introduced a proposed local law known as Intro. No. 55-2018, Print No. 1 to amend the said Section 197-5 of the Code of the Town of Hempstead to include "ARTERIAL STOPS" at various locations; NOW, THEREFORE, BE IT

RESOLVED, that a public hearing be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York on June 19, 2018, at 7:00 o'clock in the evening of that day, at which time all interested persons shall be heard on the proposed enactment of a local law known as Intro. No. 55-2018, Print No. 1, to amend Sections 197-5 of the Code of the Town of Hempstead to include "ARTERIAL STOPS" at various locations; and, BE IT FURTHER

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

The foregoing resolution was adopted upon roll call as follows:

AYES: ( )

NOES: ( )

Item # 47  
Case # 29937

**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 19<sup>th</sup> day of June, 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:

LEVITTOWN	ALDIN LANE (TH 185/18) STOP - all traffic traveling southwest on Meadow Lane shall come to a full stop.
	ALDIN LANE (TH 185/18) STOP - all traffic traveling eastbound on Meadow Lane shall come to a full stop.
SEAFORD	MAPLE AVENUE (TH 168/18) STOP - all traffic traveling westbound on Wadena Street shall come to a full stop.
WANTAGH	JONES AVENUE (TH 389/17) STOP - all traffic traveling westbound on Wells Avenue shall come to a full stop.

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

Dated: June 5, 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 five of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine, to include "ARTERIAL STOPS" at various locations.

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

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

LEVITTOWN

ALDIN LANE (TH 185/18) STOP – all traffic traveling southwest on Meadow Lane shall come to a full stop.

ALDIN LANE (TH 185/18) STOP – all traffic traveling eastbound on Meadow Lane shall come to a full stop.

SEAFORD

MAPLE AVENUE (TH 168/18) STOP – all traffic traveling westbound on Wadena Street shall come to a full stop.

WANTAGH

JONES AVENUE (TH 389/17) STOP – all traffic traveling westbound on Wells Avenue shall come to a full stop.

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

CASE NO. 18920

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION CALLING A PUBLIC HEARING ON A PROPOSED LOCAL LAW TO AMEND SECTION 202-52 OF THE CODE OF THE TOWN OF HEMPSTEAD TO REPEAL "FIRE ZONES" AT VARIOUS LOCATIONS.

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

WHEREAS, it appears to be in the public interest to consider the enactment of a local law amending Section 202-52 of the Code of the Town of Hempstead entitled "FIRE ZONES" at various locations; and

WHEREAS, has introduced a proposed local law known as Intro. No. 56-2018, Print No. 1 to amend the said Section 202-52 of the Code of the Town of Hempstead to repeal "FIRE ZONES" at various locations; NOW, THEREFORE, BE IT

RESOLVED, that a public hearing be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York on June 19, 2018, at 7:00 o'clock in the evening of that day, at which time all interested persons shall be heard on the proposed enactment of a local law known as Intro. No. 56-2018, Print No. 1, to amend Section 202-52 of the Code of the Town of Hempstead to repeal "FIRE ZONES" 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 # 48*  

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*Case # 18920*

**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 19<sup>th</sup> day of June, 2018, at 7:00 o'clock in the evening of that day to consider the enactment of a local law to amend Section 202-52 of the code of the Town of Hempstead to REPEAL "FIRE ZONES" at the following locations:

WEST HEMPSTEAD      LINCOLN AVENUE (TH 142/68) North Side -  
NO STOPPING FIRE ZONE - from the east  
curbline of Hempstead Gardens Drive east  
for a distance of 114 feet.  
(Adopted 7/9/68)

LINCOLN AVENUE (TH 142/68) South Side -  
NO STOPPING FIRE ZONE - starting at a  
point 44 feet east of the east curbline  
of Hempstead Gardens Drive east for a  
distance of 45 feet. (Adopted 7/9/68)

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

Dated: June 5, 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 fifty two of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine, to repeal "FIRE ZONES" at various locations.

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

Section 1. Section two hundred two dash fifty 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 one hundred three of two thousand sixteen is hereby amended by repealing therein "FIRE ZONES" at the following locations:

WEST HEMPSTEAD

LINCOLN AVENUE (TH 142/68) North Side – NO STOPPING FIRE ZONE – from the east curblineline of Hempstead Gardens Drive east for a distance of 114 feet. (Adopted 7/9/68)

LINCOLN AVENUE (TH 142/68) South Side – NO STOPPING FIRE ZONE – starting at a point 44 feet east of the east curblineline of Hempstead Gardens Drive east for a distance of 45 feet. (Adopted 7/9/68)

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

CASE NO.

RESOLUTION NO.

RESOLUTION CALLING PUBLIC HEARING ON APPLICATION OF 416 BCB CORP. FOR PERMIT TO INCLUDE EXISTING GASOLINE SERVICE STATION WITHIN "GSS" DISTRICT AT UNIONDALE, NEW YORK.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLVED, that a public hearing will be held a July 3, 2018 at 10:30 o'clock in the forenoon of that day, in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, to consider the application of 416 BCB CORP. for a permit to include existing gasoline service station with "GSS" District and install additional storage tanks each with a capacity of 15,000 gallons and install waste oil tanks each with a capacity of 15,000 gallons and operate a self- service and convenience store install three (3) pump islands and canopy over said pump islands at UNIONDALE, New York, and BE IT

FURTHER RESOLVED, that the Town Clerk be and hereby is directed to publish notice thereof once a week for two successive weeks in Long Island Business News.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 49

Case # 23416



NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN, pursuant to the provisions of of the Building Zone Ordinance of the Town of Hempstead, that a public hearing will be held by the Town Board of said Town on July 3, 2018 at 10:30 o'clock in the forenoon of that day in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, for the purpose of considering the application of 416 BCB CORP. for a permit to include existing gasoline service station with "GSS" District to install additional storage tanks each with a capacity of 15,000 gallons and install waste oil tanks each with a capacity of 15,000 gallons and operate a self- service and convenience store install three (3) pump islands and canopy over said pump islands at UNIONDALE New York:

An irregular parcel of property on the s/e/c/ of Brookside Ave & Nassau Rd. w/frontage of 110.76' on Brookside Ave. and frontage of 110.76' +or- on Nassau Rd. situated in Uniondale, Town of Hempstead, County of Nassau, State of New York.

The above mentioned petition & maps which accompanies it are on file with the undersigned and may be viewed during office hours.

Any person interested in the subject matter will be given an opportunity to be heard with reference thereto at the time and place above designated.

BY ORDER OF THE TOWN BOARD, TOWN OF HEMPSTEAD, N.Y.

LAURA A. GILLEN  
SUPERVISOR

SYLVIA A. CABANA  
TOWN CLERK

Dated: JUNE 5, 2018  
Hempstead, N.Y.

CASE NO.

RESOLUTION NO.

RESOLUTING CALLING PUBLIC HEARING ON  
PETITION OF BEECHWOOD EAST MEADOW LLC FOR  
REZONING PROPERTY AT EAST MEADOW, NEW YORK.

ADOPTED:

offered the following resolution and moved its  
adoption:

RESOLVED, that a public hearing be held on August 7,  
2018 at 10:30 o'clock in the forenoon of that day in the  
Town Meeting Pavilion, Hempstead Town hall, 1 Washington  
Street, Hempstead, New York, to consider the application of  
BEECHWOOD EAST MEADOW LLC. to rezone from Residence "B" to  
District to GA Residence District to improve the subject  
property with a 104-unit age restricted condominium with a  
clubhouse, pool and pavilion situated in EAST MEADOW, at  
New York, and BE IT

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

The foregoing resolution was adopted upon roll call as  
follows:

AYES:

NOES:

Item #

50

Case #

29938

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN, pursuant to the provisions of Section 273 of Article 28 of the Building Zone Ordinance of the Town of Hempstead, that a public hearing will be held by the Town Board of said Town on August 7, 2018 at 10:30 o'clock in the forenoon of that day in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, for the purpose of considering, application of BEECHWOOD EAST MEADOW LLC. to rezone from Residence "B" to District to GA Residence District to improve the subject property with a 104-unit age restricted condominium with a clubhouse, pool and pavilion situated in EAST MEADOW New York:

A parcel of property located on the e/s/of Merrick Ave. 724.50' north of Peter's Gate w/frontage of 550.47' along Merrick Ave. & depth of 395.03' (irregular) East Meadow, Town of Hempstead, County of Nassau, State of New York.

The above mentioned petition & maps which accompanies it are on file with the undersigned and may be viewed during office hours.

Any person interested in the subject matter will be given an opportunity to be heard with reference thereto at the time and place above designated.

BY ORDER OF THE TOWN BOARD, TOWN OF HEMPSTEAD, N.Y.

LAURA A. GILLEN  
SUPERVISOR

SYLVIA A. CABANA  
TOWN CLERK

Dated:  
Hempstead, N.Y.

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: REASSIGNMENT OF NICHOLAS  
BOTTENHOFER, LABORER I, FROM THE  
DEPARTMENT OF GENERAL SERVICES,  
BUILDINGS AND GROUNDS DIVISION TO  
THE DEPARTMENT OF GENERAL SERVICES,  
CEMETERY DIVISION.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that Nicholas Bottenhofer, Laborer I, be and hereby is  
reassigned from the Department of General Services, Buildings and Grounds Division to the  
Department of General Services, Cemetery Division, with no change in salary, by the Commissioner of  
the Department of General Services and ratified by the Town Board of the Town of Hempstead,  
effective May 22, 2018.

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF SILVIO LAUCELLA AS  
WATER SERVICE SUPERVISOR II, IN THE  
DEPARTMENT OF WATER, 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 Silvio Laucella has passed the examination for the position Water Service Supervisor II, Civil Service List No. 76-685, and is eligible for appointment thereto, NOW, THEREFORE BE IT

RESOLVED, that Silvio Laucella, now serving as Water Service Supervisor II, Competitive, Provisional, in the Department of Water, be and hereby is appointed Water Service Supervisor II, Competitive, Permanent, with no change in salary, by the Commissioner of the Department of Water and ratified by the Town Board of the Town of Hempstead effective June 6, 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: AMENDMENT OF RESOLUTION  
NO. 719/13-2018, RITA PARMITER, IN THE  
OFFICE OF THE TOWN COMPTRROLLER.

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

WHEREAS, Resolution No. 719/13-2018 states an incorrect step

NOW, THEREFORE, BE IT

RESOLVED, that the resolution should read "Step N"

AYES:

NOES: