

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that pursuant to Article 9 of the New York State Constitution, the provisions of the Town Law and Municipal Home Rule of the State of New York, both as amended, a public hearing will be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, on the 19th day of 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.

Item # 1

Case # 29935

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

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that pursuant to Article 9 of the New York State Constitution, the provisions of the Town Law and Municipal Home Rule of the State of New York, both as amended, a public hearing will be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, on the 19th day of 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

Item #

2

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 19th 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

Item #

3

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 Municipal Home Rule of the State of New York, both as amended, a public hearing will be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, on the 19th day of 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

Item #

4

Case #

18920

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that pursuant to Article 16 of the Town Law of the State of New York, as amended, a public hearing will be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Village and Town of Hempstead, Hempstead, New York, on the 19th day of June 2018, at 7:00 o'clock in the evening of that day, to consider the creation of a new Article VIIB of the Building Zone Ordinance of the Town Of Hempstead, to be entitled "GC Golf Course Coastal Residence District (GC)" and setting forth regulations pertaining to possible residential redevelopment of certain existing private golf course properties. The proposed amendment is on file in the office of the Town Clerk of the Town of Hempstead, Hempstead Town Hall, 1 Washington Street, Village and Town of Hempstead, Hempstead, New York, where same may be inspected during office hours.

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

Dated: April 24, 2018
Hempstead, New York

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

SYLVIA A. CABANA
Town Clerk

LAURA A. GILLEN
Supervisor

Item# 5

Case# 29919

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution

And moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING PERMISSION GRANTED TO THE NASSAU COUNTY SHERIFF'S CORRECTION OFFICERS BENEVOLENT ASSOCIATION WIDOW'S AND CHILDREN'S FUND TO USE TOWN OF HEMPSTEAD PARKING FIELD M-5, MERRICK, NEW YORK FOR THE PURPOSE OF HOLDING A CAR SHOW ON JUNE 17, 2018.

WHEREAS, the Nassau County Sheriff's Correction Officers Benevolent Association Widow's and Children's Fund, 504 East Meadow Avenue, East Meadow, New York 11554, Attention: Victor Millman, Executive Vice President had requested to use Town of Hempstead Parking Field M-5, Merrick, New York for the purpose of holding a Car Show on June 17, 2018; and

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

NOW, THEREFORE, BE IT

RESOLVED, that permission granted to the Nassau County Sheriff's Correction Officers Benevolent Association Widow's and Children's Fund, 504 East Meadow Avenue, East Meadow, New York 11554, Attention: Victor Millman, Executive Vice President to use Town of Hempstead Parking Field M-5, Merrick, New York for the purpose of holding a Car Show on June 17, 2018 is hereby ratified and confirmed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

6

Case #

20915

RESOLUTION NO.

CASE NO.

Adopted:

Offered the following resolution

And moved its adoption:

RESOLUTION GRANTING PERMISSION TO THE PERFECTING FAITH CHURCH, FREEPORT, NEW YORK TO USE TOWN OF HEMPSTEAD PARKING FIELD R-1, ROOSEVELT, NEW YORK FOR THE PURPOSE OF HOLDING THE ANNUAL CHURCH WITHOUT WALLS ON JULY 1, JULY 8, JULY 15, JULY 22, JULY 29, AUGUST 5, AUGUST 12, AUGUST 19, AUGUST 26 AND SEPTEMBER 2, 2018.

WHEREAS, the Perfecting Faith Church, 311 North Main Street, Freeport, New York 11520 Attention: Rachel Hoosendove-Coleman, Business Manager has requested to use Town of Hempstead Parking Field R-1, Roosevelt, New York for the purpose of holding the Annual Church Without Walls on July 1, July 8, July 15, July 22, July 29, August 5, August 12, August 19, August 26 and September 2, 2018; and

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

NOW, THEREFORE, BE IT

RESOLVED, that permission is hereby granted to the Perfecting Faith Church, 311 North Main Street, Freeport, New York 11520 Attention: Rachel Hoosendove-Coleman, Business Manager, to use Town of Hempstead Parking Field R-1, Roosevelt, New York for the purpose of holding the Annual Church Without Walls and be it further

RESOLVED, that in conducting this activity, the Perfecting Faith Church shall comply with all the provisions of the Code of the Town of Hempstead.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

6

Case #

20915

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution

and moved its adoption:

RESOLUTION GRANTING PERMISSION TO THE SEAFORD PUBLIC LIBRARY TO USE TOWN OF HEMPSTEAD PARKING FIELD S-1, SEAFORD, NEW YORK FOR THE PURPOSE OF HOLDING A MUSIC PROGRAM ON JULY 7, JULY 14, JULY 21, AND AUGUST 4, 2018.

WHEREAS, the Seaford Public Library, c/o Eric M. Wasserman, Music Program Coordinator, 2234 Jackson Avenue, Seaford, New York 11783 has requested to use Town of Hempstead Parking Field S-1, Seaford, New York for the purpose of holding a Music Program July 7, July 14, July 21, and August 4, 2018; and

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

RESOLVED, that permission is hereby granted to the Seaford Public Library, c/o Eric M. Wasserman, Music Program Coordinator, 2234 Jackson Avenue, Seaford, New York 11783 to use Town of Hempstead Parking Field S-1, Seaford, New York for the purpose of holding a Music Program and be it further

RESOLVED, and that in conducting said activity the Seaford Public Library shall comply with all the provisions of the Code of the Town of Hempstead.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

6

Case #

20915

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution

and moved its adoption:

RESOLUTION GRANTING PERMISSION TO THE SEAFORD PUBLIC LIBRARY TO USE TOWN OF HEMPSTEAD PARKING FIELD S-6, SEAFORD, NEW YORK FOR THE PURPOSE OF HOLDING A MUSIC PROGRAM ON AUGUST 11 AND AUGUST 18, 2018.

WHEREAS, the Seaford Public Library, c/o Eric M. Wasserman, Music Program Coordinator, 2234 Jackson Avenue, Seaford, New York 11783 has requested to use Town of Hempstead Parking Field S-6, Seaford, New York for the purpose of holding a Music Program on August 11 and August 18, 2018; and

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

NOW, THEREFORE, BE IT

RESOLVED, that permission is hereby granted to the Seaford Public Library, c/o Eric M. Wasserman, Music Program Coordinator, 2234 Jackson Avenue, Seaford, New York 11783 to use Town of Hempstead Parking Field S-6, Seaford, New York for the purpose of holding a Music Program and be it further

RESOLVED, and that in conducting said activity the Seaford Public Library shall comply with all the provisions of the Code of the Town of Hempstead.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

6

Case #

20915

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution

And moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING PERMISSION GRANTED TO THE UNIONDALE PUBLIC LIBRARY TO USE TOWN OF HEMPSTEAD PARKING FIELD U-1, UNIONDALE, FOR THE PURPOSE OF HOLDING THE GLOBAL VILLAGE LIBRARY EVENT ON JUNE 10, 2018.

WHEREAS, the Uniondale Public Library, 400 Uniondale Avenue, Uniondale, New York 11553 Attention: Karen Farrell had requested permission to use Town of Hempstead Parking Field U-1, Uniondale, New York for the purpose of holding the Global Village Library Event on June 10, 2018; and

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

NOW, THEREFORE, BE IT

RESOLVED, that permission granted to the Uniondale Public Library, 400 Uniondale Avenue, Uniondale, New York 11553 Attention: Karen Farrell to use Town of Hempstead Parking Field U-1, Uniondale, New York for the purpose of holding the Global Village Library Event on June 10, 2018 is hereby ratified and confirmed; and be it further

RESOLVED, that subject to the issuance of the Town Board Resolution, the parking field was closed after 7:00 p.m. on June 9, 2018 and reopened by 6:00 p.m. on June 10, 2018.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

6

Case #

20915

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution

And moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING PERMISSION GRANTED TO THE SAINT MARKELLA GREEK ORTHODOX CHURCH TO USE TOWN OF HEMPSTEAD PARKING FIELD WA-4, WANTAGH, NEW YORK FOR THE PURPOSE OF HOLDING THE ANNUAL CHURCH FESTIVAL JUNE 7, 2018 THROUGH JUNE 10, 2018.

WHEREAS, the Saint Markella Greek Orthodox Church, 1960 Jones Avenue North, Wantagh, New York 11793 Attention: Rev. Fr. George Kolios, Pastor had requested to use Town of Hempstead Parking Field WA-4, Wantagh, New York for the purpose of holding the Annual Church Festival June 7, 2018 through June 10, 2018 (the "Festival"); and

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

NOW, THEREFORE, BE IT

RESOLVED, that permission granted to the Saint Markella Greek Orthodox Church, 1960 Jones Avenue North, Wantagh, New York 11793 Attention: Rev. Fr. George Kolios, Pastor to use Town of Hempstead Parking Field WA-4, Wantagh, New York for the purpose of holding the Festival June 7, 2018 through June 10, 2018 is hereby ratified and confirmed and be it further

RESOLVED, that the grant of permission herein was subject to and conditioned upon the applicant's compliance with all the provisions of the Town Code, (including if amusement rides were 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 have complied with all the provisions of the Town Code, (including, if applicable, the failure to obtain the Special Permit in advance of the Festival, would have rendered this approval null and void; and be it further

RESOLVED, that subject to the issuance of the Special Permit, amusement rides were set up after 7:00 p.m. on June 6, 2018 and removed by 6:00 a.m. on June 11, 2018.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

6

Case #

20915

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution

and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE
AUTHORIZATION OF THE TOWN OF HEMPSTEAD
TO WAIVE THE ADOPTION FEES ON DOGS AND CATS
DURING THE "SUMMER OF LOVE" PROGRAM EFFECTIVE
JUNE 2, 2018 THROUGH SEPTEMBER 2, 2018.

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

WHEREAS, the Town of Hempstead had designated free adoptions of shelter dogs and cats for the "Summer of Love" Program June 2, 2018 through September 2, 2018; and

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

NOW, THEREFORE, BE IT

RESOLVED, that the fees for adoption are to be waived for all animals adopted from the Town of Hempstead Animal Shelter for the "Summer of Love" Program June 2, 2018 through September 2, 2018.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

7

Case #

21646

CASE NO. 25843

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved
its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE GRANTING OF THE APPLICATION OF TEMPLE EMANUEL OF EAST MEADOW FOR A PARADE PERMIT FOR A PROCESSION HELD IN EAST MEADOW, BELLMORE, WANTAGH, NEW YORK, ON JUNE 10, 2018.

WHEREAS, Amy Neidle of East Meadow, New York, Vice President of the Temple Emanuel of East Meadow, 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 East Meadow, Bellmore, Wantagh, New York, on June 10, 2018 from 10:30 AM to 12:30 PM and

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the GRANTING of the aforesaid application of Amy Neidle, Vice President of the Temple Emanuel of East Meadow, be and the same is hereby RATIFIED AND CONFIRMED, subject to all the provisions of Chapter 117 entitled Parades, Code of the Town of Hempstead

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

8

Case #

25843

CASE NO. 25843

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved
its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE GRANTING
OF THE APPLICATION OF BARNUM WOODS ELEMENTARY
SCHOOL FOR A PARADE PERMIT FOR A PROCESSION HELD IN
EAST MEADOW, NEW YORK, ON JUNE 14, 2018. RAIN DATE:
JUNE 15, 2018.

WHEREAS, Gregory Bottari of East Meadow, New York, Principal of the
Barnum Woods Elementary School, 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 East Meadow, New York, on June 14, 2018, Rain Date: June 15, 2018,
from 9:45 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 Gregory
Bottari, Principal of the Barnum Woods Elementary School, be and the same is
hereby RATIFIED AND CONFIRMED, subject to all the provisions of Chapter
117 entitled Parades, Code of the Town of Hempstead

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

8

Case #

25843

CASE NO. 25843

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved

its adoption:

**RESOLUTION RATIFYING AND CONFIRMING THE GRANTING
OF THE APPLICATION OF THE ROBBIE LEVINE
FOUNDATION FOR A PARADE PERMIT FOR A K-RUN HELD IN
MERRICK, NEW YORK, ON JUNE 03, 2018.**

WHEREAS, Jill Levine of Merrick, New York, Director of the The Robbie Levine Foundation, New York has filed an application with the Town Clerk of the Town of Hempstead, for a Parade Permit for a K-Run to be held in Merrick, New York, on June 03, 2018 from 8:55 AM to 9:20 AM and

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

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

NOW, THEREFORE, BE IT

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

8

Case #

25843

CASE NO. 25843

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved
its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE GRANTING
OF THE APPLICATION OF THE ROBBIE LEVINE
FOUNDATION FOR A PARADE PERMIT FOR A K-RUN HELD IN
MERRICK, NEW YORK, ON JUNE 03, 2018.

WHEREAS, Jill Levine of Merrick, New York, Director of the The Robbie
Levine Foundation, New York has filed an application with the Town Clerk of the
Town of Hempstead, for a Parade Permit for a K-Run to be held in Merrick, New
York, on June 03, 2018 from 9:15 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 Jill
Levine, Director of the The Robbie Levine Foundation, be and the same is hereby
RATIFIED AND CONFIRMED, subject to all the provisions of Chapter 117
entitled Parades, Code of the Town of Hempstead

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

8

Case #

25843

CASE NO. 25843

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved
its adoption:

RESOLUTION GRANTING OF THE APPLICATION OF POINT
LOOKOUT-LIDO FIRE DEPARTMENT FOR A PARADE PERMIT
FOR A PARADE HELD IN POINT LOOKOUT, NEW YORK, ON
JULY 04, 2018.

WHEREAS, James Guerin of Point Lookout, New York, Chief of the
Point Lookout-Lido Fire Department, New York has filed an application with the
Town Clerk of the Town of Hempstead, for a Parade Permit for a Parade to be held
in Point Lookout, New York, on July 04, 2018 from 10:00 AM to 11:30 AM and

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

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

NOW, THEREFORE, BE IT

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

8

Case #

25843

CASE NO. 25843

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved
its adoption:

**RESOLUTION RATIFYING AND CONFIRMING THE GRANTING
OF THE APPLICATION OF YESHIVA GEDOLAH OF THE FIVE
TOWNS FOR A PARADE PERMIT FOR A PARADE HELD IN
WOODMERE, NEW YORK, ON JUNE 10, 2018.**

WHEREAS, Henry Schachar of Woodmere, New York, Member of the Yeshiva Gedolah of the Five Towns, 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 Woodmere, New York, on June 10, 2018 from 2:00 PM to 2:25 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 Henry Schachar, Member of the Yeshiva Gedolah of the Five Towns, be and the same is hereby RATIFIED AND CONFIRMED, subject to all the provisions of Chapter 117 entitled Parades, Code of the Town of Hempstead

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

8

Case #

25843

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved
its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE GRANTING OF THE APPLICATION OF PINKTIE.ORG TO DISPLAY FIREWORKS CONDUCTED BY PYRO ENGINEERING, INC. HELD AT EISENHOWER PARK, EAST MEADOW, NEW YORK ON JUNE 11, 2018.

WHEREAS, Pinktie.org, of East Meadow, New York, filed an application with the Town Clerk of the Town of Hempstead, to display fireworks conducted by Pyro Engineering, Inc., 999 So. Oyster Bay Road, Suite 111, Bethpage, New York, held in East Meadow, New York, on June 11, 2018.

WHEREAS, the Public Safety Bureau of the Nassau County Police Department has made an inspection to determine compliance with the provisions of the Explosives Ordinance of the Town of Hempstead and has given its approval;

NOW, THEREFORE, BE IT

RESOLVED, that the GRANTING of the aforesaid application of Pinktie.org be and the same is hereby RATIFIED AND CONFIRMED, subject to all the provisions of the Explosives Ordinance of the Town of Hempstead.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

Case #

9
-1
28045

CASE NO. 461

RESOLUTION NO.

RESOLUTION RE: REMOVING DILLON COSNETT, DAVID KANTOR & SIMON DONG & FROM COMPANY ROLLS IN THE MERRICK HOOK AND LADDER CO. NO. 1, MERRICK, NEW YORK.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLVED, that the action of MERRICK HOOK AND LADDER COMPANY NO. 1, MERRICK, NEW YORK in Removing DILLON COSNETT, residing at [REDACTED], Merrick, New York 11566, DAVID KANTOR, residing at [REDACTED] Merrick, New York 11566 & SIMON DONG, [REDACTED], Bellmore, New York 11710, from the company rolls, be and the same hereby is ratified and approved.

The foregoing resolution was adopted upon roll call as follows.

AYES:

NOES

Item # 10

Case # 461

CASE NO.

RESOLUTION NO.

Adopted: offered the following resolution and moved its adoption:

RESOLUTION ACCEPTING BID FOR THE YEARLY REQUIREMENTS FOR CONTRACT #15-2018 MAINTENANCE OF INCANDESCENT & MERCURY VAPOR FLOODLIGHT SYSTEMS.

WHEREAS, the Department of Purchasing, on behalf of the Department of Parks and Recreation, advertised for bids for the Yearly Requirements for the Maintenance of Incandescent & Mercury Vapor Floodlight Systems.

WHEREAS, the bids submitted pursuant to such advertisement were opened and referred to the Department of Parks and Recreation for examination and report; and

WHEREAS, bids were received from the following bidders:

Facility Solutions Group, Inc.
96 Station Plaza
Lynbrook, N.Y. 11563

Anker's Electric Service, Inc.
10 South Fifth Street
Locust Valley, N.Y. 11560

Welsbach Electric Corp. of L.I.
300 Newtown Road
Plainview, N.Y. 11803

Baltray Enterprises, Inc.
d/b/a Bancker Construction Corp.
218 Blydenburgh Road
Islandia, N.Y. 11749

And

WHEREAS, the bid from Facility Solutions Group, Inc. consisted of the following:

The contractor shall supply two (2) qualified people and one (1) 40' bucket truck for the purpose of relamping only. Lamp shall be supplied by the Town. The Contractor shall remove and/or install a new metal halide MVR1000/VBU Mogal Base Project Code 44835 100 watt lamp. The Contractor shall dispose of old, removed lamps. As required by Law.

Per lamp- based on quantity of 1-7	\$54.00 per lamp
Per lamp- based on quantity of 8 & up	\$52.00 per lamp
Per fixture completed based on quantity of 1-7	\$94.00 per fixture
Per fixture completed based on quantity of 8 and up	\$93.00 per fixture
Per lamp based on quantity of 1-7	\$54.00 per fixture
Per lamp based on quantity of 8 and up	\$53.00 per fixture

The contractor shall supply two (2) qualified people and one (1) 90' bucket truck for the purpose of installing widelite FM1000QV or FM 1000 480 light fixture complete. The Town shall supply lamp and fixture. The Contractor shall dispose of old removed fixtures and lamps.

Per lamp based on quantity of 1-7	\$264.00 per lamp
Per lamp based on quantity of 8 and up	\$260.00 per lamp
The Contractor shall supply all labor and Equipment to trench cable line up to a depth Of 24"	\$ 11.00 LF

Normal Work Day- 7:00 a.m. to 5:00 p.m., as per bid specs.

Cost per hour per master electrician-	\$ 89.50 normal working days
Cost per hour per master electrician-	\$112.37 overtime
Cost per hour per helper-	\$ 44.00 normal working days

Item # 11
Case # 9920

Cost per hour per helper-
Cost for materials-

\$ 66.00 overtime
Certified cost plus 10% other than Town supplied

To change a 2 or 3 pole circuit breaker inside the existing switch gear that is being used to turn on and off, but not limited to, ball field lights. Work would include piping out to a location not to exceed 100' the proper size conductors, supply and installing a contractor with a push button switch with all wiring complete for use.

30 AMP, 60 AMP, 100 AMP,
150 AMP, 200 AMP

As per labor & material rates quoted

Dig trench to the proper depth. Supply and install 15kv, #2 aluminum primary cable. Back fill trench, compact soil, rake, grade, and seed.

Single Phase \$17.90 per ft.
3-Phase \$20.90 per ft.

Trench to depth of 24" in dirt or grass area. Supply and install PVC conduit as listed. Back fill, compact, rake, and seed.

2" PVC \$18.00 per ft.
4" PVC \$20.00 per ft.

Cost for two men & 70 ft. bucket truck to repair flag poles and any other repairs.

Labor Rate \$133.50 per hour
Materials 10% over cost

WHEREAS, the remaining company bid specs are on file in the Department of Parks and Recreation, and may be viewed in accordance with applicable law;

WHEREAS, the Commissioner of the Department of Parks and Recreation has reported that the bid submitted from Facility Solutions Group, Inc., 96 Station Plaza, Lynbrook, N.Y. 11563, is the lowest overall and has recommended acceptance of said bid to the Town Board and it appears that said bidder is duly qualified;

And

WHEREAS, this contract may be extended at the discretion of the Director of Purchasing for a period of one year, up to a maximum of three years on behalf of the Commissioner of Parks & Recreation. Each one year extension to be upon a signed mutual written agreement between the Town (signed by the Director of Purchasing on behalf of the Town) and the contractor;

NOW, THEREFORE, BE IT

RESOLVED, that the bid from Facility Solutions Group, Inc., 96 Station Plaza, Lynbrook, N.Y. 11563, be accepted and approved; and

BE IT FURTHER

RESOLVED, that the Town Comptroller be and is hereby authorized to make contractually required payments to Facility Solutions Group, Inc. from Parks and Recreation Code 400-007-7110-4030.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE RENEWAL OF AN AGREEMENT WITH LIGHTOWER FIBER NETWORKS II, LLC TO PROVIDE NETWORK CONNECTIVITY TO CERTAIN TOWN FACILITIES.

WHEREAS, the Town of Hempstead (the "Town") had an agreement with Lightower Fiber Networks II, LLC, 80 Central Street Boxborough, MA 01719, to provide network connectivity for fifteen Town properties under New York State Contract PS67518 (the "Maintenance Agreement"); and

WHEREAS, the Town requires continued network connectivity for these properties (the "Services"); and

WHEREAS, the current Maintenance Agreement contains different expiration dates for each of the fifteen properties; and

WHEREAS, the Commissioner of Information and Technology (the "Commissioner") has recommended that the Maintenance Agreement be renewed as to all fifteen properties with a uniform expiration date to expire 60 months from the renewal date; and

WHEREAS, the State of New York awarded a contract for the Services to Lightower Fiber Networks II, LLC; 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 Lightower Fiber Networks II, LLC for the provision of the Services for the duration of the contract's term, including any future extensions (the "Agreement").

NOW, THEREFORE, BE IT

RESOLVED, that the renewal of the Maintenance Agreement under New York State Contract PS67518 is authorized; and be it further

RESOLVED, that the Town Board authorizes the Commissioner to execute a renewal to the Maintenance Agreement, and/or such other documents as may be required, with

Item #

12

Case #

14301

Lighttower Fiber Networks II, LLC, 80 Central Street Boxborough, MA 01719 to provide the Services; and be it further

RESOLVED, that the Comptroller is authorized and directed to make monthly payments from various departmental accounts in an amount not to exceed \$13,964.00.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Customer Contact Detail

Company	Town Of Hempstead		
Address & Contact	Address	One Washington Street	
	City, State	Hempstead, NY	
	Phone	(516) 489-5000	Fax
Billing Address & Contact	Name	TOWN OF HEMPSTEAD (05872)	
	Billing Address	1 Washington Street	
	City, State	Hempstead, NY 11550	
Technical Contact	Name	Arthur Primm	Primary Phone 516-812-3212
	E-mail	aprimm@tohmail.org	Alternate Phone

Services Detail

		Service Type		
Dark Fiber #1	# Fibers	0	Route Miles	0.00
	Total MRC	\$950.00	Total NRC	\$0.00
	Install Lead Time	30 Days	Service Type	Point to Point
			Existing Service ID	S29108
Location 1	1 Washington St, LL1 Floor, Hempstead, NY 11550			
Location 2	1995 Prospect Ave, 1st Floor, East Meadow, NY 11554			
Dark Fiber #2	# Fibers	0	Route Miles	0.00
	Total MRC	\$1,000.00	Total NRC	\$0.00
	Install Lead Time	30 Days	Service Type	Point to Point
			Existing Service ID	S095409
Location 1	1 Washington St, LL1 Floor, Hempstead, NY 11550			
Location 2	1580 Merrick Ave, 1st Floor, Merrick, NY 11566			
Dark Fiber #3	# Fibers	0	Route Miles	0.00
	Total MRC	\$850.00	Total NRC	\$0.00
	Install Lead Time	30 Days	Service Type	Point to Point
			Existing Service ID	S29121
Location 1	200 N Franklin St, 2nd Floor, Hempstead, NY 11550			
Location 2	1140 Park Ave, 1st Floor, Franklin Square, NY 11010			
Dark Fiber #4	# Fibers	0	Route Miles	0.00
	Total MRC	\$950.00	Total NRC	\$0.00
	Install Lead Time	30 Days	Service Type	Point to Point
			Existing Service ID	S29192
Location 1	200 N Franklin St, 2nd Floor, Hempstead, NY 11550			
Location 2	390 E Clinton Ave, 1st Floor, Roosevelt, NY 11575			
Internet #1 *	Service Type	Internet Access	Bandwidth	90Mbps
	Total MRC	\$460.00	Total NRC	\$0.00
			IPv4 Block	Customer Provided
	Service Level	IP		
	* Internet Service is subject to Provider's Acceptable Use Policy posted at www.Lightower.com			
	Install Lead Time	30 Days	Service Type	Internet Access
			Existing Service ID	S25383
Location 1 Service Details	Connector	1000T	Copper	
Location 1	1 Washington St, LL1 Floor, Hempstead, NY 11550			
Dark Fiber #5	# Fibers	0	Route Miles	0.00
	Total MRC	\$950.00	Total NRC	\$0.00
	Install Lead Time	30 Days	Service Type	Point to Point
			Existing Service ID	S29076
Location 1	1 Washington St, LL1 Floor, Hempstead, NY 11550			
Location 2	500 Slice Dr, 1st Floor, Oceanside, NY 11572			
Dark Fiber #6	# Fibers	0	Route Miles	0.00
	Total MRC	\$950.00	Total NRC	\$0.00
	Install Lead Time	30 Days	Service Type	Point to Point
			Existing Service ID	S29102
Location 1	1 Washington St, LL1 Floor, Hempstead, NY 11550			
Location 2	3737 Long Beach Rd, 1st Floor, Oceanside, NY 11572			



Service Order Form

Order Type: Renewal
SO # 2018-22755

Dark Fiber #7	# Fibers 0 Total MRC \$950.00 Install Lead Time 30 Days	Route Miles 0.00 Total NRC \$0.00 Service Type Point to Point Existing Service ID S29224	Fiber Miles 0.00
Location 1	1 Washington St, LL1 Floor, Hempstead, NY 11550		
Location 2	3320 Bellagh Ave, 1st Floor, Wantagh, NY 11793		
Dark Fiber #8	# Fibers 0 Total MRC \$950.00 Install Lead Time 30 Days	Route Miles 0.00 Total NRC \$0.00 Service Type Point to Point Existing Service ID S29087	Fiber Miles 0.00
Location 1	1 Washington St, LL1 Floor, Hempstead, NY 11550		
Location 2	40 Hanse Ave, 1st Floor, Freeport, NY 11520		
Dark Fiber #9	# Fibers 0 Total MRC \$629.00 Install Lead Time 30 Days	Route Miles 0.00 Total NRC \$0.00 Service Type Point to Point Existing Service ID S18759	Fiber Miles 0.00
Location 1	1 Washington St, LL1 Floor, Hempstead, NY 11550		
Location 2	200 N Franklin St, 2nd Floor, Hempstead, NY 11550		
Dark Fiber #10	# Fibers 0 Total MRC \$629.00 Install Lead Time 30 Days	Route Miles 0.00 Total NRC \$0.00 Service Type Point to Point Existing Service ID S33105	Fiber Miles 0.00
Location 1	1 Washington St, LL1 Floor, Hempstead, NY 11550		
Location 2	200 N Franklin St, 2nd Floor, Hempstead, NY 11550		
Dark Fiber #11	# Fibers 0 Total MRC \$950.00 Install Lead Time 30 Days	Route Miles 0.00 Total NRC \$0.00 Service Type Point to Point Existing Service ID S29166	Fiber Miles 0.00
Location 1	1 Washington St, LL1 Floor, Hempstead, NY 11550		
Location 2	7 Cerro St, 1st Floor, Inwood, NY 11096		
Dark Fiber #12	# Fibers 0 Total MRC \$950.00 Install Lead Time 30 Days	Route Miles 0.00 Total NRC \$0.00 Service Type Point to Point Existing Service ID S29216	Fiber Miles 0.00
Location 1	1 Washington St, LL1 Floor, Hempstead, NY 11550		
Location 2	2600 Newbridge Rd, 1st Floor, Bellmore, NY 11710		
Dark Fiber #13	# Fibers 0 Total MRC \$950.00 Install Lead Time 30 Days	Route Miles 0.00 Total NRC \$0.00 Service Type Point to Point Existing Service ID S29135	Fiber Miles 0.00
Location 1	1 Washington St, LL1 Floor, Hempstead, NY 11550		
Location 2	145 Averill Blvd, 1st Floor, Franklin Square, NY 11010		
Dark Fiber #14	# Fibers 0 Total MRC \$950.00 Install Lead Time 30 Days	Route Miles 0.00 Total NRC \$0.00 Service Type Point to Point Existing Service ID S29181	Fiber Miles 0.00
Location 1	1 Washington St, LL1 Floor, Hempstead, NY 11550		
Location 2	2700 S Seamans Neck Rd, 1st Floor, Seaford, NY 11783		
Dark Fiber #15	# Fibers 0 Total MRC \$950.00 Install Lead Time 30 Days	Route Miles 0.00 Total NRC \$0.00 Service Type Point to Point Existing Service ID S29113	Fiber Miles 0.00
Location 1	1 Washington St, LL1 Floor, Hempstead, NY 11550		
Location 2	1128 Wantagh Ave, 1st Floor, Wantagh, NY 11793		
Internet #2 *	Service Type Internet Access	Bandwidth 2Mbps	



Service Order Form

Order Type: Renewal
SO# 2018-22755

TotalMRC \$48.00		Total NRC \$0.00		Service Level IP	
		IPv4 Block Customer Provided			
* Internet Service is subject to Provider's Acceptable Use Policy posted at www.lightower.com					
Install Lead Time 30 Days		Service Type Internet Access		Existing Service ID S22089	
Location 1 Service Details		Connector 1000T		Copper	
Location 1		200 N Franklin St, 2nd Floor, Hempstead, NY 11550			

Order Summary

Pricing & Contract Terms	Salesperson John Mazzaro	Terms (Months) 60
	Client Service Mgr Alexandra Taylor	Contact Email aprimm@tohmail.org
	Order Contact Arthur Primm	

	NRC*	MRC*
Internet	\$0.00	\$506.00
Dark Fiber	\$0.00	\$13,458.00
Total	\$0.00	\$13,964.00

*Pricing shown does not reflect applicable taxes and fees.

SPECIAL ORDER PROVISIONS

- The billing account for the each Service hereunder shall correspond with the existing billing account associated with the applicable Existing Service as set forth above.
 - The parties agree that the 60-month Service Term for the Services hereunder shall commence thirty (30) days after Provider's receipt of the Customer executed Service Order# 2017-22755.
- Services provided in the states below will be provided by either Provider or by the Affiliate of Provider designated below:
 Fiber Technologies Networks, L.L.C.: IN, KY, MI, OH, WV, WI; Fibemet Direct Florida LLC: FL, GA;
 Fibemet Direct Texas LLC: IA, OK, TX; Access Fiber Group, Inc.: AL, MO, TN; Wlshire Connection, LLC: CA;
 LightowerFiberNetworks II, LLC: CT, DE, DC, IL, ME, MD, MA, NH, NJ, NY, NC, PA, RI, VT, VA.

ORDER ACCEPTANCE

THIS SERVICE ORDER IS ENTERED INTO BETWEEN PROVIDER AND CUSTOMER EFFECTIVE AS OF THE DATE OF THE LAST SIGNATURE BELOW. THIS SERVICE ORDER IS SUBJECT TO THE PROVISIONS OF THE MASTER SERVICE AGREEMENT BETWEEN CUSTOMER AND PROVIDER DATED 5/6/2002 ("AGREEMENT"), WHICH IS INCORPORATED HEREIN BY REFERENCE. IN THE EVENT THE DATE IN THE PREVIOUS SENTENCES IS BLANK AND CUSTOMER AND PROVIDER HAVE NOT EXECUTED A MASTER SERVICE AGREEMENT, THEN THIS SERVICE ORDER WILL BE GOVERNED BY THE "LIGHTOWER TERMS AND CONDITIONS OF SERVICE VERSION 2.0" AVAILABLE AT WWW.LIGHTOWER.COM/CONTRACTS ("STANDARD TERMS"). IN ADDITION, IF PROVIDER AND CUSTOMER HAVE NOT EXECUTED A SERVICE SUPPLEMENT APPLICABLE TO THE TYPE OF SERVICE CONTEMPLATED BY THIS SERVICE ORDER, THEN THE SERVICE SUPPLEMENT APPLICABLE TO THE SERVICE UNDER THIS SERVICE ORDER SHALL APPLY.

Customer		Provider	
	Town Of Hempstead		Lightower Fiber Networks II, LLC
Signature		Signature	
Name/Title		Name/Title	
Date		Date	

IP Address & BGP Request Form Version 10

Lightower Fiber Networks conforms to the North American IP Registry (ARIN) policies regarding IP address allocation. As part of its standard service, Lightower Fiber Networks will assign only the amount of IP addresses that a customer can sufficiently justify with this form for use on their local area network (LAN). Please email completed form with supporting documents to sales.iprequest@lightower.com.

Per ARIN's guidelines (<https://www.arin.net/policy/nrpm.html>), organizations will be assigned address space based on immediate utilization plus six months. Lightower Fiber Networks is using targets of 25% utilization at service turn up, and 50% at six (6) months. Lightower Fiber Network explicitly reserves the right to recall any public space not used after the initial six (6) months of the applicable term of any service provided to its customer(s). Organizations must exhibit a high confidence level in their initial and six month utilization and supply documentation as requested. For additional IP block request proof of 80% utilization with detailed host break down or IP SWIP of existing space is required with the new request. Lightower Fiber Networks reserves the right to perform network scans across its customer's allocations to verify compliance. If you have any questions about the IP assignment policy or process, please review ARIN's Address Assignment Policy and Procedures (<https://www.arin.net/policy/nrpm.html>)

1. General Information: All fields are mandatory. Any missing justification will delay in the processing of the request.

Customer Name	
Address 1	
Address 2	
City State ZIP	
ARIN ORG Handle (if available)	
Order Information or Circuit ID	
Technical Contact Name (Last, First)	
ARIN Handle (if available)	
Email Address (if different from ARIN db)	
Direct Phone	

2. Existing IP Address Space

Do you currently have IP space? Yes No

If yes, who assigned or allocated your IP addresses?

If you have existing IP address space, are you planning on renumbering into Lightower Fiber Networks and/or associated IP space?
 Yes No

If yes, will you be able to complete your renumbering within three (3) months from date of service delivery?
 Yes No

Please list any allocated IP space at this location even if you are not planning on re-numbering your network.

Subnet/Prefix (w.x.y.z/xx)	Being renumbered?	Date Allocated	Allocated By:	Globally Routable?

IP Address & BGP Request Form Version 10 (p 2)

3. New IP Space Request

/24 Requests: Lightower will provide a maximum of one /24 equivalent space which can be discontinuous. Lightower will only provide a contiguous /24 subnet to multi-home with BGP under ARIN NRPM 2014.2 section 4.2.3.6. Lightower must be the primary connection, and as such must have no AS-Path padding or local preference setting that would prefer another path. Lightower Fiber Networks explicitly reserves the right to recall without customer recourse any public space not used in the fashion herein delineated. You must also have your secondary provider confirm they are providing you with service and that they are not providing you with routable space, only link addresses. For requirements other than stated herein, you must work with ARIN directly.

IP Request Forecast: please specify the number of addresses requested and provide the following justification (attaching more pages as needed). Any prefix /29 and larger will be statically routed over a directly connected /30 or /31.

Time Span	Number of Addresses Requested
At service turn up	Customer Provided
Within three (3) months	Customer Provided

Network Address Translation (NAT) - If NAT (see RFC2663) is not being used, provide an explanation why it cannot be implemented. If NAT is being used, provide some specifics such as Private IP to Public IP ratios.

Host Type/Use	In Use Now	Total after six months	NAT Ratio	Description
Totals				

If you plan to peer with Lightower, please provide the following information:

ASN:

Requested Advertisement: Pick from Drop Down

.MD5 Key (plain text) if desired:

Are you Multihomed? Yes No

(If yes, letter from secondary service provider as stated in /24 request section above is required)

Please provide Letter of Authorization (LOA) on company letterhead for all sub-advertisements to advertise to Lightower.

4. Signature

Customer, through its duly authorized representative, represents and warrants that the above information is true and correct. Customer understands that Internet Protocol Version 4 address space is limited and that users of the Internet are responsible for conserving address space and ensuring that space is utilized efficiently. Customer agrees that each Lightower Fiber Networks company reserves and shall have the right, without liability, to recall any space allocated to Customer not used after the initial six (6) months of the applicable term for the advertisement(s).

Customer: Debra R. Perrin SR By: [Signature] Date: 6/7/18

Name (printed) Debra R. Perrin SR Title (printed) REVIN R. CONROY, CPA
TOWN COMPTROLLER

Signature _____ Date _____

APPROVED
[Signature]
DIRECTOR OF PURCHASING
APPROVED

CASE NO.

RESOLUTION NO.:

Adopted:

Council
moved for its adoption:

offered the following resolution and

RESOLUTION ACCEPTING LEAD AGENCY DESIGNATION AND MAKING CERTAIN FINDINGS AND DETERMINATIONS PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT IN CONNECTION WITH AN APPLICATION FOR SITE PLAN APPROVAL FOR A PARCEL OF LAND LOCATED IN HEMPSTEAD, NEW YORK AND IDENTIFIED AS SECTION: 34, BLOCK: B, LOT(S): 202 & 204 ON THE LAND AND TAX MAP OF THE COUNTY OF NASSAU.

WHEREAS, the applicant, Hofstra University, has submitted to the Town of Hempstead an application for a site plan approval for a parcel of land on the southwest corner of Fulton and Uniondale Avenues, Hempstead, New York and identified as Section: 34, Block: B, Lot(s): 202 & 204 on the land and tax map of the County of Nassau; and

WHEREAS, the purpose of the proposed site plan approval is to permit the construction of a 65,000 square foot building for the School of Engineering and Applied Science; and

WHEREAS, the applicant as submitted to the Town of Hempstead an Environmental Assessment Form (E.A.F.) and traffic and parking assessment, and

WHEREAS, said E.A.F. has been reviewed by the Town Attorney of the Town of Hempstead and his staff and the significance of all environmental considerations, including those enumerated in 6NYCRR part 617.7c, have been thoroughly evaluated to ascertain whether adverse environmental impacts will result; and

WHEREAS, the proposed action is an Unlisted Action as defined in 6NYCRR Part 617; and

WHEREAS, upon completion of said review, the Town Attorney has made a recommendation to the Town Board; and

WHEREAS, the Town Board, after due consideration of the recommendation from the Town Attorney considers the project to be an Unlisted Action pursuant to the State Environmental Quality Review Act (S.E.Q.R.) and will not have a significant effect on the environment for the following reasons:

The Proposed Action will not result in any significant physical alterations to the site.

The Proposed Action will not have a significant adverse environmental impact on any Critical Environmental Area.

The Proposed Action will not have a significant adverse environmental impact on any unique or unusual land forms.

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

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

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

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

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

Item #

13

Case #

29944

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

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

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

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

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

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

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

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

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

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

NOW, THEREFORE, BE IT

RESOLVED, that this Town Board is "Lead Agency" for the proposed site plan approval for Hofstra University located in Hempstead, New York; and BE IT FURTHER

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

RESOLVED, that the Town Board hereby declares that a Declaration of Non-Significance in connection with the proposed site plan approval is consistent with considerations of public interest; and BE IT FURTHER

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

CASE NO.

RESOLUTION NO.:

Adopted:

Council
moved for its adoption:

offered the following resolution and

RESOLUTION ACCEPTING LEAD AGENCY DESIGNATION AND MAKING CERTAIN FINDINGS AND DETERMINATIONS PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT IN CONNECTION WITH AN APPLICATION TO REZONE A PARCEL OF LAND LOCATED IN WESTBURY, NEW YORK AND IDENTIFIED AS SECTION: 44, BLOCK: 78, LOT: 54 ON THE LAND AND TAX MAP OF THE COUNTY OF NASSAU.

WHEREAS, the applicant, Beechwood Merrick, LLC, has submitted to the Town of Hempstead an application to rezone a certain parcel of land on the west side of Merrick Avenue 1671 feet south of Privado Road, Westbury, New York and identified as Section: 44, Block: 78, Lot: 54 on the land and tax map of the County of Nassau from Business "X" District and "Y" Industrial District to Planned Unit Development District (PUD); and

WHEREAS, the purpose of the proposed rezoning of the property from Business "X" and "Y" Industrial District to Planned Unit Development District (PUD) is to permit the construction of a 237 Unit Apartment Hotel with parking for 457 cars; and

WHEREAS, in connection with the Application, Beechwood Merrick, LLC, prepared and submitted an Environmental Assessment Form (E.A.F.), and

WHEREAS, on February 4, 2014, by Resolution No. 123-2014 the Town Board amended the Building Zone Ordinance to allow Apartment Hotels as a permitted use within the Planned Unit Development District (PUD); and

WHEREAS, said E.A.F. has been reviewed by the Town Attorney of the Town of Hempstead and his staff and the significance of all environmental considerations, including those enumerated in 6NYCRR part 617.7c, have been thoroughly evaluated to ascertain whether adverse environmental impacts will result; and

WHEREAS, the proposed action is an Unlisted Action as defined in 6NYCRR Part 617; and

WHEREAS, upon completion of said review, the Town Attorney has made a recommendation to the Town Board; and

WHEREAS, the Town Board, after due consideration of the recommendation from the Town Attorney considers the project to be an Unlisted Action pursuant to the State Environmental Quality Review Act (S.E.Q.R.) and will not have a significant effect on the environment for the following reasons:

The Proposed Action will not result in any significant physical alterations to the site.

The Proposed Action will not have a significant adverse environmental impact on any Critical Environmental Area.

The Proposed Action will not have a significant adverse environmental impact on any unique or unusual land forms.

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

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

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

Item #

14

Case #

29933

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

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

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

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

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

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

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

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

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

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

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

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

NOW, THEREFORE, BE IT

RESOLVED, that this Town Board is "Lead Agency" for the proposed rezoning of the property from Business "X" and "Y" Industrial District to Planned Unit Development District (PUD) and; BE IT FURTHER

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

RESOLVED, that the Town Board hereby declares that a Declaration of Non-Significance in connection with the proposed rezoning of the property is consistent with considerations of public interest; and BE IT FURTHER

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

CASE NO.

RESOLUTION NO.:

Adopted:

Council
moved for its adoption:

offered the following resolution and

RESOLUTION ADOPTING A S.E.Q.R. NEGATIVE DECLARATION AND DETERMINATION OF NON-SIGNIFICANCE IN CONNECTION WITH AN APPLICATION TO REZONE A PARCEL OF LAND LOCATED IN FRANKLIN SQUARE, COUNTY OF NASSAU, STATE OF NEW YORK SECTION: 35, BLOCK: 1, LOT: 504.

WHEREAS, the applicant, Bolla EM Realty, LLC, has submitted to the Town of Hempstead an application to rezone a 10,408 square foot portion of 24,996 square foot parcel of land from Residence "C" Zone to Business "X" Zone located on the southwest corner of Hempstead Turnpike from and Scherer Boulevard, Franklin Square, New York; and

WHEREAS, the purpose of the proposed rezoning from Residence "C" to Business District "X" is to provide uniform zoning in a Business "X" District for the entire 24,996 square foot parcel of land so that the applicant can redevelop an existing Gasoline Service Station and construct a new 2,400 square foot Convenience Store and include the premises in a Gasoline Service Station District (GSS); and

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

WHEREAS, said E.A.F. has been reviewed by the Town Attorney of the Town of Hempstead and his staff and the significance of all environmental considerations, including those enumerated in 6NYCRR part 617.7c, have been thoroughly evaluated to ascertain whether adverse environmental impacts will result; and

WHEREAS, the proposed action is an Unlisted Action as defined in 6NYCRR Part 617; and

WHEREAS, upon completion of said review, the Town Attorney has made a recommendation to the Town Board; and

WHEREAS, the Town Board, after due consideration of the recommendation of said Town Attorney considers the project to be an Unlisted Action and will not have a significant effect on the environment for the following reasons:

The Proposed Action will not result in any significant physical alterations to the site.

The Proposed Action will not have a significant adverse environmental impact on any Critical Environmental Area.

The Proposed Action will not have a significant adverse environmental impact on any unique or unusual land forms.

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

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

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

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

Item #

15

Case #

29945

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

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

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

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

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

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

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

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

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

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

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

NOW, THEREFORE, BE IT

RESOLVED, that this Town Board is "Lead Agency" for the proposed rezoning from Residence "C" District to Business "X" District for said parcel of land located in Franklin Square, New York; and

BE IT FURTHER

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

RESOLVED, that the Town Board hereby declares that a Declaration of Non-Significance in connection with the proposed rezoning is consistent with considerations of public interest; and BE IT FURTHER

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

CASE NO.

RESOLUTION NO.:

Adopted:

Council
moved for its adoption:

offered the following resolution and

RESOLUTION ADOPTING A S.E.Q.R. NEGATIVE DECLARATION
AND DETERMINATION OF NON-SIGNIFICANCE IN CONNECTION
WITH AN APPLICATION FOR A SPECIAL EXCEPTION FOR A PARCEL
OF LAND LOCATED IN OCEANSIDE, NEW YORK, AND IDENTIFIED
AS SECTION: 43, BLOCK: 380, LOT: 1157 AND SECTION: 43, BLOCK: 268
LOT: 27 ON THE LAND AND TAX MAP OF THE COUNTY OF NASSAU.

WHEREAS, the applicant, Lawson Boulevard, LLC, has submitted to the Town of Hempstead an Application for a Special Exception for a parcel of land located at 3510 Lawson Boulevard, Oceanside, New York; and

WHEREAS, the purpose of the proposed Special Exception is to permit the conversion of a vacant warehouse for use as an Auto Body Repair Shop on the parcel designated as Section: 43, Block: 380, Lot: 1157 and to maintain two spray booths and Auto Body Repair on the parcel designated as Section: 43, Block: 268, Lot: 27 on the Land and Tax Map of Nassau County; and

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

WHEREAS, said E.A.F. has been reviewed by the Town Attorney of the Town of Hempstead and his staff and the significance of all environmental considerations, including those enumerated in 6NYCRR part 617.7 have been thoroughly evaluated to ascertain whether adverse environmental impacts will result; and

WHEREAS, that this Town Board is "Lead Agency" for the proposed Special Exception for said parcel of land located in Oceanside, New York; and

WHEREAS, the proposed action is an Unlisted Action as defined in 6NYCRR Part 617; and

WHEREAS, upon completion of said review, the Town Attorney has made a recommendation to the Town Board; and

WHEREAS, the Town Board, after due consideration of the recommendation of said Town Attorney considers the project to be an Unlisted Action and will not have a significant effect on the environment for the following reasons:

The Proposed Action will not result in any significant physical alterations to the site.

The Proposed Action will not have a significant adverse environmental impact on any Critical Environmental Area.

The Proposed Action will not have a significant adverse environmental impact on any unique or unusual land forms.

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

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

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

Item #

16

Case #

29946

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

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

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

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

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

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

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

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

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

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

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

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

NOW, THEREFORE, BE IT

RESOLVED, that this Town Board is "Lead Agency" for the proposed Special Exception for said parcel of land located in Oceanside, New York; and BE IT FURTHER

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

RESOLVED, that the Town Board hereby declares that a Declaration of Non-Significance in connection with the proposed Special Exception is consistent with considerations of public interest; and BE IT FURTHER

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

CASE NO.

RESOLUTION NO.:

Adopted:

Council
moved for its adoption:

offered the following resolution and

RESOLUTION ADOPTING A S.E.Q.R. NEGATIVE DECLARATION AND DETERMINATION OF NON-SIGNIFICANCE IN CONNECTION WITH AN APPLICATION FOR A "SPECIAL EXCEPTION" (PUBLIC GARAGE) FOR A PARCEL OF LAND LOCATED IN WEST HEMPSTEAD, NEW YORK, AND IDENTIFIED AS SECTION: 35, BLOCK: 408, LOT(S): 149 AND 150 ON THE LAND AND TAX MAP OF THE COUNTY OF NASSAU.

WHEREAS, the applicant, AAA Naderi Holdings, LLC, has submitted to the Town of Hempstead an Application for a "Special Exception" (Public Garage) for a parcel of land located at 659 Woodfield Road, West Hempstead, New York; and

WHEREAS, the purpose of the proposed "Special Exception" (Public Garage) is to allow for the use of the property as a Taxi Dispatch Office with temporary outdoor storage for twenty-three cars; and

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

WHEREAS, said E.A.F. has been reviewed by the Town Attorney of the Town of Hempstead and his staff and the significance of all environmental considerations, including those enumerated in 6NYCRR part 617.7 have been thoroughly evaluated to ascertain whether adverse environmental impacts will result; and

WHEREAS, that this Town Board is "Lead Agency" for the proposed Special Exception (Parking Garage) for said parcel of land located in West Hempstead, New York; and

WHEREAS, the proposed action is an Unlisted Action as defined in 6NYCRR Part 617; and

WHEREAS, upon completion of said review, the Town Attorney has made a recommendation to the Town Board; and

WHEREAS, the Town Board, after due consideration of the recommendation of said Town Attorney considers the project to be an Unlisted Action and will not have a significant effect on the environment for the following reasons:

The Proposed Action will not result in any significant physical alterations to the site.

The Proposed Action will not have a significant adverse environmental impact on any Critical Environmental Area.

The Proposed Action will not have a significant adverse environmental impact on any unique or unusual land forms.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NOW, THEREFORE, BE IT

RESOLVED, that this Town Board is "Lead Agency" for the proposed Special Exception (Public Garage) for said parcel of land located in West Hempstead, New York; and BE IT FURTHER

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

RESOLVED, that the Town Board hereby declares that a Declaration of Non-Significance in connection with the proposed "Special Exception" (Public Garage) is consistent with considerations of public interest; and BE IT FURTHER

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

CASE NO.

RESOLUTION NO.:

Adopted:

Council
moved for its adoption:

offered the following resolution and

RESOLUTION ADOPTING A S.E.Q.R. NEGATIVE DECLARATION AND DETERMINATION OF NON-SIGNIFICANCE IN CONNECTION WITH AN APPLICATION FOR A "SPECIAL EXCEPTION" TO OPERATE A PUBLIC GARAGE ON A PARCEL OF LAND LOCATED IN WEST HEMPSTEAD, NEW YORK AND IDENTIFIED AS SECTION: 35, BLOCK: Q01, LOT(S): 301-306 INCLUSIVE ON THE LAND AND TAX MAP OF THE COUNTY OF NASSAU.

WHEREAS, the applicant, K & R, 630 Woodfield Road, LLC, , has submitted to the Town of Hempstead an application for a "Special Exception" to operate a public garage on a parcel of land located on the southwest corner of Woodfield Road and Charles Street, West Hempstead, New York; and

WHEREAS, the purpose of the proposed "Special Exemption" is to allow for the construction of a one-story addition to an existing Automobile Repair Facility and provide additional space for automobile repairs; and

WHEREAS, in connection with the Application, K & R, 630 Woodfield Road, LLC, prepared and submitted an Environmental Assessment Form (E.A.F.), and

WHEREAS, said E.A.F. has been reviewed by the Town Attorney of the Town of Hempstead and his staff and the significance of all environmental considerations, including those enumerated in 6NYCRR part 617.7c, have been thoroughly evaluated to ascertain whether adverse environmental impacts will result; and

WHEREAS, the proposed action is an Unlisted Action as defined in 6NYCRR Part 617; and

WHEREAS, upon completion of said review, the Town Attorney has made a recommendation to the Town Board; and

WHEREAS, the Town Board, after due consideration of the recommendation from the Town Attorney considers the project to be an Unlisted Action pursuant to the State Environmental Quality Review Act (S.E.Q.R.) and will not have a significant effect on the environment for the following reasons:

The Proposed Action will not result in any significant physical alterations to the site.

The Proposed Action will not have a significant adverse environmental impact on any Critical Environmental Area.

The Proposed Action will not have a significant adverse environmental impact on any unique or unusual land forms.

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

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

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

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

Item #

18

Case #

29898

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

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

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

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

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

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

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

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

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

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

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

NOW, THEREFORE, BE IT

RESOLVED, that this Town Board is "Lead Agency" for the proposed "Special Exemption" to operate a Public Garage on said parcel of land located in West Hempstead, New York; and BE IT FURTHER

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

RESOLVED, that the Town Board hereby declares that a Declaration of Non-Significance in connection with the proposed "Special Exemption" is consistent with considerations of public interest; and BE IT FURTHER

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved
its adoption:

RESOLUTION AUTHORIZING THE ACCEPTANCE OF GRANT FUNDING FROM THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION, CONTRACT NUMBER DEC01-C00617GG-3350000, FOR THE PURPOSE OF EXPANDING AND UPGRADING THE TOWN OF HEMPSTEAD SHELLFISH FACILITY.

WHEREAS, the Town of Hempstead Department of Conservation and Waterways (the "Department") has an existing small Shellfish Facility located at 1401 Lido Boulevard, Point Lookout, New York; and

WHEREAS, the New York State Department of Environmental Conservation, 625 Broadway, Albany, New York 12203, is providing a \$400,000 grant, contract number DEC01-C00617GG-3350000, to expand and upgrade the existing Shellfish Facility over a contract period from 03/01/18 to 3/31/2020 (the "Grant"); and

WHEREAS, the Commissioner of the Department (the "Commissioner") has recommended that the Grant be accepted; and

WHEREAS, consistent with the Commissioner's recommendation, the Town Board wishes to authorize acceptance of the Grant.

NOW, THEREFORE, BE IT

RESOLVED, the Grant is hereby accepted; and be it further

RESOLVED, that the Commissioner is hereby authorized to commit, accept and execute said Grant agreement and any related documents, and take such further action as may be necessary to effectuate the foregoing on behalf of the Town of Hempstead; and be it further

RESOLVED, that the Comptroller be and hereby is authorized and directed to accept the Grant funding and deposit same into the appropriate town fund.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

19

Case #

26493

IN WITNESS THEREOF, the parties hereto have electronically executed or approved this Master Contract on the dates below their signature.

In addition, I, acting in the capacity as Contractor, certify that I am the signing authority, or have been delegated or designated formally as the signing authority by the appropriate authority or officials, and as such I do agree, and I have the authority to agree, to all of the terms and conditions set forth in the Master Contract, including all appendices and attachments. I understand that (i) payment of a claim on this Master Contract is conditioned upon the Contractor's compliance with all applicable conditions of participation in this program and (if I am acting in the capacity as a not-for-profit Contractor) the accuracy and completeness of information submitted to the State of New York through the Gateway vendor prequalification process and (ii) by electronically indicating my acceptance of the terms and conditions of the Master Contract, I certify that (a) to the extent that the Contractor is required to register and/or file reports with the Office of Attorney General's Charities Bureau ("Charities Bureau"), the Contractor's registration is current, all applicable reports have been filed, and the Contractor has no outstanding requests from the Charities Bureau relating to its filings and (b) all data and responses in the application submitted by the Contractor are true, complete and accurate. I also understand that use of my assigned User ID and Password on the State's contract management system is equivalent to having placed my signature on the Master Contract and that I am responsible for any activity attributable to the use of my User ID and Password. Additionally, any information entered will be considered to have been entered and provided at my direction. I further certify and agree that the Contractor agrees to waive any claim that this electronic record or signature is inadmissible in court, notwithstanding the choice of law provisions.

CONTRACTOR:
HEMPSTEAD TOWN OF

By: Richard Ramos

Printed Name
Title: Deputy Comptroller

Date: 05/24/2018

In addition, the party below certifies that it has verified the electronic signature of the Contractor to this Master Contract.

STATE AGENCY:
Department of Environmental Conservation

By: _____

Printed Name
Title: _____
Date: _____

ATTORNEY GENERAL'S SIGNATURE
APPROVED AS TO FORM

By: _____
Printed Name
Title: _____
Date: _____

STATE COMPTROLLER'S SIGNATURE

By: _____
Printed Name
Title: _____
Date: _____

Contract Number: # DEC01-C00617GG-3350000
Page 1 of 1, Master Contract for Grants Signature Page

Thomas E. Kelly Approved
Commissioner of
Conservation & Waterways

APPROVED AS TO FORM
Charles O. Heine
SENIOR DEPUTY TOWN ATTORNEY
DATE 6/5/18

APPROVED
[Signature]
DIRECTOR OF PURCHASING

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>STATE AGENCY (Name & Address): Department of Environmental Conservation 625 Broadway Albany, NY 12233-1080</p>	<p>BUSINESS UNIT/DEPT. ID: DEC01 CONTRACTNUMBER: DEC01-C00617GG-3350000 CONTRACT TYPE: <input type="checkbox"/> Multi-Year Agreement <input type="checkbox"/> Simplified Renewal Agreement <input checked="" type="checkbox"/> Fixed Term Agreement</p>
<p>CONTRACTOR SFS PAYEE NAME: HEMPSTEAD TOWN OF</p>	<p>TRANSACTION TYPE: <input checked="" type="checkbox"/> New <input type="checkbox"/> Renewal <input type="checkbox"/> Amendment</p>
<p>CONTRACTOR DOS INCORPORATED NAME: Hempstead, Town of</p>	<p>PROJECT NAME: Town of Hempstead Shellfish Facility Expansion</p>
<p>CONTRACTOR IDENTIFICATION NUMBERS: NYS Vendor ID Number: 1000000868 Federal Tax ID Number: XXXXXXXXXX DUNS Number (if applicable):</p>	<p>AGENCY IDENTIFIER: CFDANUMBER (Federally Funded Grants Only):</p>
<p>CONTRACTOR PRIMARY MAILING ADDRESS: COMPTROLLERS OFFICE 350 FRONT STREET ROOM 101 HEMPSTEAD, NY 11550</p> <p>CONTRACTOR PAYMENT ADDRESS: <input checked="" type="checkbox"/> Check if same as primary mailing address</p> <p>CONTRACT MAILING ADDRESS: <input checked="" type="checkbox"/> Check if same as primary mailing address</p>	<p>CONTRACTOR STATUS: <input type="checkbox"/> For Profit <input checked="" type="checkbox"/> Municipality, Code: <input type="checkbox"/> Tribal Nation <input type="checkbox"/> Individual <input type="checkbox"/> Not-for-Profit</p> <p>Charities Registration Number:</p> <p>Exemption State/Code:</p> <p><input type="checkbox"/> Sectarian Entity</p>

Contract Number: # DEC01-C00617GG-3350000

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>CURRENT CONTRACT TERM:</p> <p>From: 03/01/2018 To: 03/31/2020</p> <p>CURRENT CONTRACT PERIOD:</p> <p>From: 03/01/2018 To: 03/31/2020</p> <p>AMENDED TERM:</p> <p>From: To:</p> <p>AMENDED PERIOD:</p> <p>From: To:</p>	<p>CONTRACT FUNDING AMOUNT</p> <p>(Multi-year - enter total projected amount of the contract; Fixed Term/Simplified Renewal - enter current period amount):</p> <p>CURRENT: \$400,000.00</p> <p>AMENDED:</p> <p>FUNDING SOURCE(S)</p> <p><input checked="" type="checkbox"/> State</p> <p><input type="checkbox"/> Federal</p> <p><input type="checkbox"/> Other</p>
---	---

FOR MULTI-YEAR AGREEMENTS ONLY - CONTRACT AND FUNDING AMOUNT:

(Out years represents projected funding amounts)

#	CURRENT PERIOD	CURRENT AMOUNT	AMENDED PERIOD	AMENDED AMOUNT
1				
2				
3				
4				
5				

Contract Number: # DEC01-C00617GG-3350000

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

ATTACHMENTS PART OF THIS AGREEMENT:

- Attachment A: A-1 Program Specific Terms and Conditions
 A-2 Federally Funded Grants

- Attachment B: B-1 Expenditure Based Budget
 B-2 Performance Based Budget
 B-3 Capital Budget
 B-4 Net Deficit Budget
 B-1 (A) Expenditure Based Budget (Amendment)
 B-2 (A) Performance Based Budget (Amendment)
 B-3 (A) Capital Budget (Amendment)
 B-4 (A) Net Deficit Budget (Amendment)

Attachment C: Work Plan

Attachment D: Payment and Reporting Schedule

Other: Attachment E

Contract Number: # DEC01-C00617GG-3350000

3 of 3

Master Grant Contract, Face Page

IN WITNESS THEREOF, the parties hereto have electronically executed or approved this Master Contract on the dates below their signature.

In addition, I, acting in the capacity as Contractor, certify that I am the signing authority, or have been delegated or designated formally as the signing authority by the appropriate authority or officials, and as such I do agree, and I have the authority to agree, to all of the terms and conditions set forth in the Master Contract, including all appendices and attachments. I understand that (i) payment of a claim on this Master Contract is conditioned upon the Contractor's compliance with all applicable conditions of participation in this program and (if I am acting in the capacity as a not-for profit Contractor) the accuracy and completeness of information submitted to the State of New York through the Gateway vendor prequalification process and (ii) by electronically indicating my acceptance of the terms and conditions of the Master Contract, I certify that (a) to the extent that the Contractor is required to register and/or file reports with the Office of Attorney General's Charities Bureau ("Charities Bureau"), the Contractor's registration is current, all applicable reports have been filed, and the Contractor has no outstanding requests from the Charities Bureau relating to its filings and (b) all data and responses in the application submitted by the Contractor are true, complete and accurate. I also understand that use of my assigned User ID and Password on the State's contract management system is equivalent to having placed my signature on the Master Contract and that I am responsible for any activity attributable to the use of my User ID and Password. Additionally, any information entered will be considered to have been entered and provided at my direction. I further certify and agree that the Contractor agrees to waive any claim that this electronic record or signature is inadmissible in court, notwithstanding the choice of law provisions.

CONTRACTOR:

HEMPSTEAD TOWN OF

By: Richard Ramos

Printed Name

Title: Deputy Comptroller

Date: 05/24/2018

In addition, the party below certifies that it has verified the electronic signature of the Contractor to this Master Contract.

STATE AGENCY:

Department of Environmental Conservation

By: _____

Printed Name

Title: _____

Date: _____

**ATTORNEY GENERAL'S SIGNATURE
APPROVED AS TO FORM**

By: _____

Printed Name

Title: _____

Date: _____

STATE COMPTROLLER'S SIGNATURE

By: _____

Printed Name

Title: _____

Date: _____

Contract Number: # DEC01-C00617GG-3350000

**STATE OF NEW YORK
MASTER CONTRACT FOR GRANTS**

This State of New York Master Contract for Grants (Master Contract) is hereby made by and between the State of New York acting by and through the applicable State Agency (State) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

WITNESSETH:

WHEREAS, the State has the authority to regulate and provide funding for the establishment and operation of program services, design or the execution and performance of construction projects, as applicable and desires to contract with skilled parties possessing the necessary resources to provide such services or work, as applicable; and

WHEREAS, the Contractor is ready, willing and able to provide such program services or the execution and performance of construction projects and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to the terms of the Master Contract;

NOW THEREFORE, in consideration of the promises, responsibilities, and covenants herein, the State and the Contractor agree as follows:

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

A. Executory Clause: In accordance with Section 41 of the State Finance Law, the State shall have no liability under the Master Contract to the Contractor, or to anyone else, beyond funds appropriated and available for the Master Contract.

B. Required Approvals: In accordance with Section 112 of the State Finance Law (or, if the Master Contract is with the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the Master Contract exceeds \$50,000 (or \$85,000 for contracts let by the Office of General Services, or the minimum thresholds agreed to by the Office of the State Comptroller (OSC) for certain SUNY and CUNY contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount including, but not limited to, changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the Master Contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the AG and OSC.

Budget Changes: An amendment that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a portion of the total value of the contract, equal to or greater than ten percent for contracts of less than five million dollars, or five percent for contracts of more than

Contract Number: # DEC01-C00617GG-3350000

Page 1 of 25, Master Contract for Grants - Standard Terms and Conditions (August 2014)

five million dollars; and, in addition, such amendment may be subject to prior approval by the applicable State Agency as detailed in Attachment D (Payment and Reporting Schedule).

C. Order of Precedence:

In the event of a conflict among (i) the terms of the Master Contract (including any and all attachments and amendments) or (ii) between the terms of the Master Contract and the original request for proposal, the program application or other attachment that was completed and executed by the Contractor in connection with the Master Contract, the order of precedence is as follows:

1. Standard Terms and Conditions
2. Modifications to the Face Page
3. Modifications to Attachment A-2¹, Attachment B, Attachment C and Attachment D
4. The Face Page
5. Attachment A-2², Attachment B, Attachment C and Attachment D
6. Modification to Attachment A-1
7. Attachment A-1
8. Other attachments, including, but not limited to, the request for proposal or program application

D. Funding: Funding for the term of the Master Contract shall not exceed the amount specified as "Contract Funding Amount" on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Master Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).

E. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Master Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Attachment C (Work Plan) in accordance with the provisions of the Master Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

F. Modifications: To modify the Attachments or Face Page, the parties mutually agree to record, in writing, the terms of such modification and to revise or complete the Face Page and all the appropriate attachments in conjunction therewith. In addition, to the extent that such modification meets the criteria set forth in Section I.B herein, it shall be subject to the approval of the AG and

¹ To the extent that the modifications to Attachment A-2 are required by Federal requirements and conflict with other provisions of the Master Contract, the modifications to Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

² To the extent that the terms of Attachment A-2 are required by Federal requirements and conflict with other provisions of the Master Contract, the Federal requirements of Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).
Contract Number: # DEC01-C00617GG-3350000

OSC before it shall become valid, effective and binding upon the State. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Master Contract.

G. Governing Law: The Master Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

H. Severability: Any provision of the Master Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Master Contract shall attempt in good faith to reform the Master Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

I. Interpretation: The headings in the Master Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered to be gender neutral. The Master Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

J. Notice:

1. All notices, except for notices of termination, shall be in writing and shall be transmitted either:

- a) by certified or registered United States mail, return receipt requested;
- b) by facsimile transmission;
- c) by personal delivery;
- d) by expedited delivery service; or
- e) by e-mail.

2. Notices to the State shall be addressed to the Program Office designated in Attachment A-1 (Program Specific Terms and Conditions).

3. Notices to the Contractor shall be addressed to the Contractor's designee as designated in Attachment A-1 (Program Specific Terms and Conditions).

4. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.

5. The parties may, from time to time, specify any new or different e-mail address, facsimile number or address in the United States as their address for purpose of receiving notice under the

Contract Number: # DEC01-C00617GG-3350000

Page 3 of 25, Master Contract for Grants - Standard Terms and Conditions (August 2014)

Master Contract by giving fifteen (15) calendar days prior written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under the Master Contract. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, billing and resolving issues and/or disputes.

K. Service of Process: In addition to the methods of service allowed by the State Civil Practice Law & Rules (CPLR), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. The Contractor shall have thirty (30) calendar days after service hereunder is complete in which to respond.

L. Set-Off Rights: The State shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold, for the purposes of set-off, any moneys due to the Contractor under the Master Contract up to any amounts due and owing to the State with regard to the Master Contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of the Master Contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State Agency, its representatives, or OSC.

M. Indemnification: The Contractor shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Master Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages and cost of every nature arising out of the provision of services pursuant to the Master Contract.

N. Non-Assignment Clause: In accordance with Section 138 of the State Finance Law, the Master Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet, or otherwise disposed of without the State's previous written consent, and attempts to do so shall be considered to be null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract, let pursuant to Article XI of the State Finance Law, may be waived at the discretion of the State Agency and with the concurrence of OSC, where the original contract was subject to OSC's approval, where the assignment is due to a reorganization, merger, or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that the merged contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless the Master Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

O. Legal Action: No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Master Contract. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from

any of the State of New York, the State Agency, or any county, or other local government entity. The term "regulatory action" shall include commencing or threatening to commence a regulatory proceeding, or requesting any regulatory relief from any of the State of New York, the State Agency, or any county, or other local government entity.

P. No Arbitration: Disputes involving the Master 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.

Q. Secular Purpose: Services performed pursuant to the Master Contract are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

R. Partisan Political Activity and Lobbying: Funds provided pursuant to the Master Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

S. Reciprocity and Sanctions Provisions: The Contractor is hereby notified that if its principal place of business is located in a country, nation, province, state, or political subdivision that penalizes New York State vendors, and if the goods or services it offers shall be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that it be denied contracts which it would otherwise obtain.³

T. Reporting Fraud and Abuse: Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste and abuse of public funds, including information about the Federal False Claims Act, the New York State False Claims Act, and whistleblower protections.

U. Non-Collusive Bidding: By submission of this bid, the Contractor and each person signing on behalf of the Contractor certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive binding certification on the Contractor's behalf.

V. Federally Funded Grants and Requirements Mandated by Federal Laws: All of the Specific Federal requirements that are applicable to the Master Contract are identified in Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws) hereto. To the extent that the Master Contract is funded in whole or part with Federal funds or mandated by Federal laws, (i) the provisions of the Master Contract that conflict with Federal rules, Federal regulations, or Federal program specific requirements shall not apply and (ii) the Contractor agrees to comply with all applicable Federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws) hereto.

³As of October 9, 2012, the list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii, Louisiana, South Carolina, West Virginia and Wyoming. Contact NYS Department of Economic Development for the most current list of jurisdictions subject to this provision.

II. TERM, TERMINATION AND SUSPENSION

A. Term: The term of the Master Contract shall be as specified on the Face Page, unless terminated sooner as provided herein.

B. Renewal:

1. General Renewal: The Master Contract may consist of successive periods on the same terms and conditions, as specified within the Master Contract (a "Simplified Renewal Contract"). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Master Contract.

2. Renewal Notice to Not-for-Profit Contractors:

a) Pursuant to State Finance Law §179-t, if the Master Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State's intent to renew or not to renew the Master Contract no later than ninety (90) calendar days prior to the end of the term of the Master Contract, unless funding for the renewal is contingent upon enactment of an appropriation. If funding for the renewal is contingent upon enactment of an appropriation, the State shall notify the Contractor of the State's intent to renew or not to renew the Master Contract the later of: (1) ninety (90) calendar days prior to the end of the term of the Master Contract, and (2) thirty (30) calendar days after the necessary appropriation becomes law. Notwithstanding the foregoing, in the event that the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State ("Unusual Circumstances"), no payment of interest shall be due to the not-for-profit Contractor. For purposes of State Finance Law §179-t, "Unusual Circumstances" shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance.

b) Notification to the not-for-profit Contractor of the State's intent to not renew the Master Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the not-for-profit Contractor of its intent not to renew the Master Contract as required in this Section and State Finance Law §179-t, the Master Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Master Contract.

Contract Number: # DEC01-C00617GG-3350000

Page 6 of 25, Master Contract for Grants - Standard Terms and Conditions (August 2014)

C. Termination:

1. Grounds:

- a) **Mutual Consent:** The Master Contract may be terminated at any time upon mutual written consent of the State and the Contractor.
- b) **Cause:** The State may terminate the Master Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Master Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Master Contract.
- c) **Non-Responsibility:** In accordance with the provisions of Sections IV(N)(6) and (7) herein, the State may make a final determination that the Contractor is non-responsible (Determination of Non-Responsibility). In such event, the State may terminate the Master Contract at the Contractor's expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.
- d) **Convenience:** The State may terminate the Master Contract in its sole discretion upon thirty (30) calendar days prior written notice.
- e) **Lack of Funds:** If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency entering into the Master Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Master Contract, the Master Contract may be terminated or reduced at the State Agency's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Master Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Master Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.
- f) **Force Majeure:** The State may terminate or suspend its performance under the Master Contract immediately upon the occurrence of a "force majeure." For purposes of the Master Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout and any unforeseen circumstances and acts beyond the control of the State which render the performance of its obligations impossible.

2. Notice of Termination:

- a) **Service of notice:** Written notice of termination shall be sent by:
 - (i) personal messenger service; or
 - (ii) certified mail, return receipt requested and first class mail.

Contract Number: # DEC01-C00617GG-3350000

Page 7 of 25, Master Contract for Grants - Standard Terms and Conditions (August 2014)

b) Effective date of termination: The effective date of the termination shall be the later of (i) the date indicated in the notice and (ii) the date the notice is received by the Contractor, and shall be established as follows:

(i) if the notice is delivered by hand, the date of receipt shall be established by the receipt given to the Contractor or by affidavit of the individual making such hand delivery attesting to the date of delivery; or

(ii) if the notice is delivered by registered or certified mail, by the receipt returned from the United States Postal Service, or if no receipt is returned, five (5) business days from the date of mailing of the first class letter, postage prepaid, in a depository under the care and control of the United States Postal Service.

3. Effect of Notice and Termination on State's Payment Obligations:

a) Upon receipt of notice of termination, the Contractor agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the State.

b) The State shall be responsible for payment on claims for services or work provided and costs incurred pursuant to the terms of the Master Contract. In no event shall the State be liable for expenses and obligations arising from the requirements of the Master Contract after its termination date.

4. Effect of Termination Based on Misuse or Conversion of State or Federal Property:

Where the Master Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Master Contract for the purposes set forth herein, the State may, at its option, require:

a) the repayment to the State of any monies previously paid to the Contractor; or

b) the return of any real property or equipment purchased under the terms of the Master Contract; or

c) an appropriate combination of clauses (a) and (b) of Section II(C)(4) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

D. Suspension: The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given a formal written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time as the State issues a formal written notice authorizing a resumption of performance under the Master Contract.

III. PAYMENT AND REPORTING

A. Terms and Conditions:

1. In full consideration of contract services to be performed, the State Agency agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.
2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained. Contractor obligations or expenditures that precede the start date of the Master Contract shall not be reimbursed.
3. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. Provided, however, the State may, at its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. Billing invoices submitted to the State must contain all information and supporting documentation required by Attachment D (Payment and Reporting Schedule) and Section III(C) herein. The State may require the Contractor to submit billing invoices electronically.
4. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of the State Agency, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments.
5. If travel expenses are an approved expenditure under the Master Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.
6. Timeliness of advance payments or other claims for reimbursement, and any interest to be paid to Contractor for late payment, shall be governed by Article 11-A of the State Finance Law to the extent required by law.
7. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, "Full Execution" shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Master Contract shall be governed by Article 11-B of the State Finance Law.

Contract Number: # DEC01-C00617GG-3350000

Page 9 of 25, Master Contract for Grants - Standard Terms and Conditions (August 2014)

B. Advance Payment and Recoupment:

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179(u), this Section and the provisions of Attachment D (Payment and Reporting Schedule).
2. Initial advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the first day of the Contract Term or, if renewed, in the period identified on the Face Page. Subsequent advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the dates specified in Attachment D (Payment and Reporting Schedule).
3. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year. For simplified renewals, the payment schedule (Attachment D) will be modified as part of the renewal process.
4. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims listed in Attachment D (Payment and Reporting Schedule) and Section III(C) herein and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.
5. If for any reason the amount of any claim is not sufficient to cover the proportionate advance amount to be recovered, then subsequent claims may be reduced until the advance is fully recovered.

C. Claims for Reimbursement:

1. The Contractor shall submit claims for the reimbursement of expenses incurred on behalf of the State under the Master Contract in accordance with this Section and the applicable claiming schedule in Attachment D (Payment and Reporting Schedule).

Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the applicable Attachment B form (Budget) and during the Contract Term. When submitting a voucher, such voucher shall also be deemed to certify that: (i) the payments requested do not duplicate reimbursement from other sources of funding; and (ii) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Contractor for this program. Requirement (ii) does not apply to grants funded pursuant to a Community Projects Fund appropriation.

2. Consistent with the selected reimbursement claiming schedule in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the appropriate following provisions:
 - a) Quarterly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

Contract Number: # DEC01-C00617GG-3350000

Page 10 of 25, Master Contract for Grants - Standard Terms and Conditions (August 2014)

The Contractor shall submit to the State Agency quarterly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

b) Monthly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency monthly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

c) Biannual Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency biannually voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

d) Milestone/Performance Reimbursement:⁴ Requests for payment based upon an event or milestone may be either severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.

Milestone payments shall be made to the Contractor when requested in a form approved by the State, and at frequencies and in amounts stated in Attachment D (Payment and Reporting Schedule). The State Agency shall make milestone payments subject to the Contractor's satisfactory performance.

e) Fee for Service Reimbursement:⁵ Payment shall be limited to only those fees specifically agreed upon in the Master Contract and shall be payable no more frequently than monthly upon submission of a voucher by the contractor.

f) Rate Based Reimbursement:⁶ Payment shall be limited to rate(s) established in the Master Contract. Payment may be requested no more frequently than monthly.

g) Scheduled Reimbursement:⁷ The State Agency shall generate vouchers at the frequencies and amounts as set forth in Attachment D (Payment and Reporting Schedule), and service reports shall be used to determine funding levels appropriate to the next annual contract period.

⁴ A milestone/ performance payment schedule identifies mutually agreed-to payment amounts based on meeting contract events or milestones. Events or milestones must represent integral and meaningful aspects of contract performance and should signify true progress in completing the Master Contract effort.

⁵ Fee for Service is a rate established by the Contractor for a service or services rendered.

⁶ Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

⁷ Scheduled Reimbursement agreements provide for payments that occur at defined and regular intervals that provide for a specified dollar amount to be paid to the Contractor at the beginning of each payment period (i.e. quarterly, monthly or bi-annually). While these payments are related to the particular services and outcomes defined in the Master Contract, they are not dependent upon particular services or expenses in any one payment period and provide the Contractor with a defined and regular payment over the life of the contract.

h) Interim Reimbursement: The State Agency shall generate vouchers on an interim basis and at the amounts requested by the Contractor as set forth in Attachment D (Payment and Reporting Schedule).

i) Fifth Quarter Payments:⁸ Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall use a written directive for fifth quarter financing. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

3. The Contractor shall also submit supporting fiscal documentation for the expenses claimed.
4. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Master Contract as security for the faithful completion of services or work, as applicable, under the Master Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Master Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.
5. The State shall not be liable for payments on the Master Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.
6. All vouchers submitted by the Contractor pursuant to the Master Contract shall be submitted to the State Agency no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.
7. All obligations must be incurred prior to the end date of the contract. Notwithstanding the provisions of Section III(C)(6) above, with respect to the final period for which reimbursement is claimed, so long as the obligations were incurred prior to the end date of the contract, the Contractor shall have up to ninety (90) calendar days after the contract end date to make expenditures; provided, however, that if the Master Contract is funded, in whole or in part, with Federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures.

D. Identifying Information and Privacy Notification:

1. Every voucher or New York State Claim for Payment submitted to a State Agency by the Contractor, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property, must include the Contractor's Vendor Identification Number assigned by the Statewide Financial System, and any or all of the following identification numbers: (i) the Contractor's Federal employer identification number,

⁸ Fifth Quarter Payments occurs where there are scheduled payments and where there is an expectation that services will be continued through renewals or subsequent contracts. Fifth Quarter Payments allow for the continuation of scheduled payments to a Contractor for the first payment period quarter of an anticipated renewal or new contract.

Contract Number: # DEC01-C00617GG-3350000

Page 12 of 25, Master Contract for Grants - Standard Terms and Conditions (August 2014)

(ii) the Contractor's Federal social security number, and/or (iii) DUNS number. Failure to include such identification number or numbers may delay payment by the State to the Contractor. Where the Contractor does not have such number or numbers, the Contractor, on its voucher or Claim for Payment, must provide the reason or reasons for why the Contractor does not have such number or numbers.

2. The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. The personal information is requested by the purchasing unit of the State Agency contracting to purchase the goods or services or lease the real or personal property covered by the Master Contract. This information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York, 12236.

E. Refunds:

1. In the event that the Contractor must make a refund to the State for Master Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in Attachment A-1 (Program Specific Terms and Conditions). The Contractor must reference the contract number with its payment and include a brief explanation of why the refund is being made. Refund payments must be submitted to the Designated Refund Office at the address specified in Attachment A-1 (Program Specific Terms and Conditions).

2. If at the end or termination of the Master Contract, there remains any unexpended balance of the monies advanced under the Master Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Master Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

F. Outstanding Amounts Owed to the State: Prior period overpayments (including, but not limited to, contract advances in excess of actual expenditures) and/or audit recoveries associated with the Contractor may be recouped against future payments made under this Master Contract to Contractor. The recoupment generally begins with the first payment made to the Contractor following identification of the overpayment and/or audit recovery amount. In the event that there are no payments to apply recoveries against, the Contractor shall make payment as provided in Section III(E) (Refunds) herein.

G. Program and Fiscal Reporting Requirements:

1. The Contractor shall submit required periodic reports in accordance with the applicable schedule provided in Attachment D (Payment and Reporting Schedule). All required reports or other work products developed pursuant to the Master Contract must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.

Contract Number: # DEC01-C00617GG-3350000

Page 13 of 25, Master Contract for Grants - Standard Terms and Conditions (August 2014)

2. Consistent with the selected reporting options in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the following applicable provisions:

a) If the Expenditure Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with one or more of the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

(i) *Narrative/Qualitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in Attachment C (Work Plan). This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.

(ii) *Statistical/Quantitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)

(iii) *Expenditure Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

(iv) *Final Report*: The Contractor shall submit a final report as required by the Master Contract, not later than the time period listed in Attachment D (Payment and Reporting Schedule) which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).

(v) *Consolidated Fiscal Report (CFR)*: The Contractor shall submit a CFR, which includes a year-end cost report and final claim not later than the time period listed in Attachment D (Payment and Reporting Schedule).

b) If the Performance-Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

(i) *Progress Report*: The Contractor shall provide the State Agency with a written progress report using the forms and formats as provided by the State Agency, summarizing the work performed during the period. These reports shall detail the Contractor's progress toward attaining the specific goals enumerated in Attachment C (Work Plan). Progress reports shall be submitted in a format prescribed in the Master Contract.

Contract Number: # DEC01-C00617GG-3350000

Page 14 of 25, Master Contract for Grants - Standard Terms and Conditions (August 2014)

(ii) *Final Progress Report*: Final scheduled payment is due during the time period set forth in Attachment D (Payment and Reporting Schedule). The deadline for submission of the final report shall be the date set forth in Attachment D (Payment and Reporting Schedule). The State Agency shall complete its audit and notify the Contractor of the results no later than the date set forth in Attachment D (Payment and Reporting Schedule). Payment shall be adjusted by the State Agency to reflect only those services/expenditures that were made in accordance with the Master Contract. The Contractor shall submit a detailed comprehensive final progress report not later than the date set forth in Attachment D (Payment and Reporting Schedule), summarizing the work performed during the entire Contract Term (i.e., a cumulative report), in the forms and formats required.

3. In addition to the periodic reports stated above, the Contractor may be required (a) to submit such other reports as are required in Table 1 of Attachment D (Payment and Reporting Schedule), and (b) prior to receipt of final payment under the Master Contract, to submit one or more final reports in accordance with the form, content, and schedule stated in Table 1 of Attachment D (Payment and Reporting Schedule).

H. Notification of Significant Occurrences:

1. If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones or other program requirements, the Contractor agrees to submit to the State Agency within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.

2. The Contractor shall immediately notify in writing the program manager assigned to the Master Contract of any unusual incident, occurrence, or event that involves the staff, volunteers, directors or officers of the Contractor, any subcontractor or program participant funded through the Master Contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity that could impact the successful completion of this project; any destruction of property; significant damage to the physical plant of the Contractor; or other matters of a similarly serious nature.

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. Notwithstanding the foregoing, the State and the Contractor agree that if the Contractor is a New York State municipality, the Contractor shall be permitted to hold itself out, and claim, to be a subdivision of the State.

The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Master Contract, and all applicable Federal and State laws and regulations.

Contract Number: # DEC01-C00617GG-3350000

Page 15 of 25, Master Contract for Grants - Standard Terms and Conditions (August 2014)

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the Master Contract and/or any subcontract entered into under the Master Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Master Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Master Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Master Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Master Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.

2. If requested by the State, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Master Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Master Contract, and (3) that nothing contained in the subcontract, nor under the Master Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.

3. If requested by the State, prior to executing a subcontract, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.

4. If requested by the State, when a subcontract equals or exceeds \$100,000, the subcontractor shall submit a Vendor Responsibility Questionnaire (Questionnaire).

5. If requested by the State, upon the execution of a subcontract, the Contractor shall provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting

Contract Number: # DEC01-C00617GG-3350000

Page 16 of 25, Master Contract for Grants - Standard Terms and Conditions (August 2014)

Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use Of Material, Equipment, Or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Master Contract for any activity other than those provided for under the Master Contract, except with the State's prior written permission.
2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Master Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Master Contract.

D. Property:

1. Property is real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit.
 - a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property.
 - b) If the State consents in writing, the Contractor may retain possession of Property owned by the State, as provided herein, after the termination of the Master Contract to use for similar purposes. Otherwise, the Contractor shall return such Property to the State at the Contractor's cost and expense upon the expiration of the Master Contract.
 - c) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.
 - d) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Master Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft or destruction of such equipment.
 - e) A rental charge to the Master Contract for a piece of Property owned by the Contractor shall not be allowed.
 - f) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work, as applicable, as specified in the Master Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any

Contract Number: # DEC01-C00617GG-3350000

Page 17 of 25, Master Contract for Grants - Standard Terms and Conditions (August 2014)

Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

g) No member, officer, director or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Master Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.

2. For non-Federally-funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Master Contract:

a) For cost-reimbursable contracts, all right, title and interest in such Property shall belong to the State.

b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.

3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Master Contract shall be governed by the terms and conditions of Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws).

4. Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.

5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1. General:

a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Master Contract (collectively, Records).

b) The Contractor agrees to produce and retain for the balance of the term of the Master Contract, and for a period of six years from the later of the date of (i) the Master Contract and (ii) the most recent renewal of the Master Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Master Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

(i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders,

detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(ii) payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(iii) non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.

(iv) receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Master Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), 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.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, 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 Section 87 of the Public Officers Law, is reasonable.

e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

2. Cost Allocation:

a) For non-performance based contracts, the proper allocation of the Contractor's costs must be made according to a cost allocation plan that meets the requirements of OMB Circulars A-87, A-122, and/or A-21. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.

b) For performance based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

3. **Federal Funds:** For records and audit provisions governing Federal funds, please see Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws).

Contract Number: # DEC01-C00617GG-3350000

Page 19 of 25, Master Contract for Grants - Standard Terms and Conditions (August 2014)

F. Confidentiality: The Contractor agrees that it shall use and maintain personally identifiable information relating to individuals who may receive services, and their families pursuant to the Master Contract, or any other information, data or records marked as, or reasonably deemed, confidential by the State (Confidential Information) only for the limited purposes of the Master Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

G. Publicity:

1. Publicity includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name or other such references to the State in any document or forum. Publicity regarding this project may not be released without prior written approval from the State.

2. Any publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Master Contract may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:

a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and

b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations or policy of the State or if funded with Federal funds, the applicable Federal funding agency.

3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Master Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Master Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) day period in which to review each manuscript for compliance with Confidential Information requirements; or (ii) if the Contractor is not an educational research institution, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Master Contract (but are not deliverable under the Master Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section IV(G)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility: Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Master Contract or procurement shall comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility

Contract Number: # DEC01-C00617GG-3350000

Page 20 of 25, Master Contract for Grants - Standard Terms and Conditions (August 2014)

Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that State Agency web-based intranet and Internet information and applications are accessible to person with disabilities. Web content must conform to New York State Enterprise IT Standards NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing shall be conducted by the State Agency and the results of such testing must be satisfactory to the State Agency before web content shall be considered a qualified deliverable under the Master Contract or procurement.

I. Non-Discrimination Requirements: Pursuant to 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 and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that the Master Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (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 the Master Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the 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 the Master Contract. The Contractor shall be subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

J. Equal Opportunities for Minorities and Women; Minority and Women Owned Business Enterprises: In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Master Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting State Agency 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 contracting State Agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting State Agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;

Contract Number: # DEC01-C00617GG-3350000

Page 21 of 25, Master Contract for Grants - Standard Terms and Conditions (August 2014)

2. The Contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts;
3. The Contractor shall 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, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;
4. At the request of the State, 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 shall not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative shall affirmatively cooperate in the implementation of the Contractor's obligations herein; and
5. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants shall be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

The Contractor shall include the provisions of subclauses 1 – 5 of this Section (IV)(J), in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (Work) except where the Work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to the Master Contract; or (ii) employment outside New York State. The State shall consider compliance by the Contractor or a subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The State 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, the State shall waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall 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.

K. Omnibus Procurement Act of 1992: It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises, as bidders, subcontractors and suppliers on its procurement contracts.

1. If the total dollar amount of the Master Contract is greater than \$1 million, the Omnibus Procurement Act of 1992 requires that by signing the Master Contract, the Contractor certifies the following:
 - a) The Contractor has made reasonable efforts to encourage the participation of State business enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

Contract Number: # DEC01-C00617GG-3350000

Page 22 of 25, Master Contract for Grants - Standard Terms and Conditions (August 2014)

b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

c) The Contractor agrees to make reasonable efforts to provide notification to State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of the Master Contract and agrees to cooperate with the State in these efforts.

L. Workers' Compensation Benefits:

1. In accordance with Section 142 of the State Finance Law, the Master Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Master Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

M. Unemployment Insurance Compliance: The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following:

1. any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency;
2. any debts owed for UI contributions, interest, and/or penalties;
3. the history and results of any audit or investigation; and
4. copies of wage reporting information.

Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Master Contract.

N. Vendor Responsibility:

1. If a Contractor is required to complete a Questionnaire, the Contractor covenants and represents that it has, to the best of its knowledge, truthfully, accurately and thoroughly completed such Questionnaire. Although electronic filing is preferred, the Contractor may

Contract Number: # DEC01-C00617GG-3350000

Page 23 of 25, Master Contract for Grants - Standard Terms and Conditions (August 2014)

obtain a paper form from the OSC prior to execution of the Master Contract. The Contractor further covenants and represents that as of the date of execution of the Master Contract, there are no material events, omissions, changes or corrections to such document requiring an amendment to the Questionnaire.

2. The Contractor shall provide to the State updates to the Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Questionnaire becomes available.

3. The Contractor shall, in addition, promptly report to the State the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Contractor, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Contractor's business. Such report shall be made within five (5) business days following the Contractor becoming aware of such event, investigation, or audit. Such report may be considered by the State in making a Determination of Vendor Non-Responsibility pursuant to this section.

4. The State reserves the right, in its sole discretion, at any time during the term of the Master Contract:

- a) to require updates or clarifications to the Questionnaire upon written request;
- b) to inquire about information included in or required information omitted from the Questionnaire;
- c) to require the Contractor to provide such information to the State within a reasonable timeframe; and
- d) to require as a condition precedent to entering into the Master Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor; and
- e) to require the Contractor 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. By signing the Master Contract, the Contractor agrees to comply with any such additional conditions that have been made a part of the Master Contract.

5. The State, in its sole discretion, reserves the right to suspend any or all activities under the Master Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor shall 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 State issues a written notice authorizing a resumption of performance under the Master Contract.

6. The State, in its sole discretion, reserves the right to make a final Determination of Non-Responsibility at any time during the term of the Master Contract based on:

Contract Number: # DEC01-C00617GG-3350000

Page 24 of 25, Master Contract for Grants - Standard Terms and Conditions (August 2014)

a) any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or

b) the State's discovery of any material information which pertains to the Contractor's responsibility.

7. Prior to making a final Determination of Non-Responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

O. Charities Registration: If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish the State Agency with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Master Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Master Contract.

P. Consultant Disclosure Law:⁹ If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services, then in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

Q. Wage and Hours Provisions: If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

⁹ Not applicable to not-for-profit entities.

**ATTACHMENT A-1
PROGRAM SPECIFIC TERMS AND CONDITIONS**

**Standard Clauses for All New York State
Department of Environmental Conservation Contracts**

The parties to the attached contract, license, lease, grant, amendment or other agreement of any kind (hereinafter "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract. The word "Contractor" herein refers to any party to the contract, other than the New York State Department of Environmental Conservation (hereinafter "Department").

A) AGENCY SPECIFIC TERMS AND CONDITIONS

I. Postponement, suspension, abandonment or termination by the Department: Within 15 days of receipt of notice, the Contractor shall deliver to the Department all data, reports, plans, or other documentation related to the performance of this contract, including but not limited to source codes and specifications, guarantees, warranties, as-built plans and shop drawings. In any of these events, the Department shall make settlement with the Contractor upon an equitable basis as determined by the Department which shall fix the value of the work which was performed by the Contractor prior to the postponement, suspension, abandonment or termination of this contract. This clause shall not apply to this contract if the contract contains other provisions applicable to postponement, suspension or termination of the contract.

II. Conflict of Interest

(a) **Organizational Conflict of Interest** - To the best of the Contractor's knowledge and belief, the Contractor warrants that there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as herein defined, or that the Contractor has disclosed all such relevant information to the Department.

(1) An organizational conflict of interest exists when the nature of the work to be performed under this contract may, without some restriction on future activities, impair or appear to impair the Contractor's objectivity in performing the work for the Department.

(2) The Contractor agrees that if an actual, or potential organizational conflict of interest is discovered at any time after award, whether before or during performance, the Contractor will immediately make a full disclosure in writing to the Department. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Department, to avoid, mitigate, or minimize the actual or potential conflict.

(3) To the extent that the work under this contract requires access to personal, proprietary or confidential business or financial data of persons or other companies, and as long as such data remains proprietary or confidential, the Contractor shall protect such data from unauthorized use and disclosure and agrees not to use it to compete with such companies.

(b) **Personal Conflict of Interest** - The following provisions with regard to management or professional level employee personnel performing under this contract shall apply until the earlier of the termination date of the affected employee(s) or the duration of the contract.

(1) A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair or appear to impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work. The Contractor agrees to notify the Department immediately of any actual or potential personal conflict of interest with regard to any such person working on or having access to information regarding this contract, as soon as Contractor becomes aware of such conflict. The Department will notify the Contractor of the appropriate action to be taken.

(2) The Contractor agrees to advise all management or professional level employees involved in the work of this contract, that they must report any personal conflicts of interest to the Contractor. The Contractor must then advise the Department which will advise the Contractor of the appropriate action to be taken.

(3) Unless waived by the Department, the Contractor shall certify annually that, to the best of the Contractor's knowledge and belief, all actual, apparent or potential conflicts of interest, both personal and organizational, as defined herein, have been reported to the Department. Such certification must be signed by a senior executive of the Contractor and submitted in accordance with instructions provided by the Department. Along with the annual certification, the Contractor shall also submit an update of any changes in any conflict of interest plan submitted with its proposal for this contract. The initial certification shall cover the one-year period from the date of contract award, and all subsequent certifications shall cover successive annual periods thereafter. The certification is to be submitted no later than 45 days after the close of the previous certification period covered.

(4) In performing this contract, the Contractor recognizes that its employees may have access to data, either provided by the Department or first generated during contract performance, of a sensitive nature which should not be released without Department approval. If this situation occurs, the Contractor agrees to obtain confidentiality agreements from all affected employees working on requirements under this contract including subcontractors and consultants. Such agreements shall contain provisions which stipulate that each employee agrees not to disclose, either in whole or in part, to any entity external to the Department, Department of Health or the New York Department of Law, any information or data provided by the Department or first generated by the Contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the Department. If a Contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the Contractor must provide immediate advance notification to the Department so that the Department can authorize such disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of the contract and for a period of five (5) years after completion of the contract.

(c) **Remedies** - The Department may terminate this contract in whole or in part, if it deems such termination necessary to avoid an organizational or personal conflict of interest, or an unauthorized disclosure of information. If the Contractor fails to make required disclosures or misrepresents relevant information to the Department, the Department may terminate the contract, or pursue such other remedies as may be permitted by the terms of Clause I of this Attachment or other applicable provisions of this contract regarding termination.

(d) The Contractor will be ineligible to make a proposal or bid on a contract for which the Contractor has developed the statement of work or the solicitation package

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder (except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services) provisions which shall conform substantially to the language of this clause, including this paragraph (e), unless otherwise authorized by the Department.

III. Dispute Resolution

The parties agree to the following steps, or as many as are necessary to resolve disputes between the Department and the Contractor.

- (a) The Contractor specifically agrees to submit, in the first instance, any dispute relating to this contract to the designated individual, who shall render a written decision and furnish a copy thereof to the Contractor:
- (1) The Contractor must request such decision in writing no more than fifteen days after it knew or should have known of the facts which are the basis of the dispute.
 - (2) The decision of the designated individual shall be the final DEC determination, unless the Contractor files a written appeal of that decision with the designated appeal individual ("DAI") within twenty days of receipt of that decision.
- (b) Upon receipt of the written appeal, the DAI, will review the record and decision. Following divisional procedures in effect at that time, the DAI will take one of the following actions, with written notice to the Contractor.
- (1) Remand the matter to the program staff for further negotiation or information if it is determined that the matter is not ripe for review; or
 - (2) Determine that there is no need for further action, and that the determination of the designated individual is confirmed; or
 - (3) Make a determination on the record as it exists.

- (c) The decision of the DAI shall be the final DEC decision unless the Contractor files a written appeal of that decision with the Chair of the Contract Review Committee ("CRC") within twenty days of receipt of that decision.

The designated individual to hear disputes is:
James J. Gilmore, Director
NYS DEC, Division of Marine Resources
205 Belle Mead Road, Suite 1
East Setauket, NY 11733
(631) 444-0430

The designated appeal individual to review decisions is:
Karen N. Chytalo, Assistant Director
NYS DEC, Division of Marine Resources
205 Belle Mead Road, Suite 1
East Setauket, NY 11733
(631) 444-0431

The Chair of the Contract Review Committee is:
Department of Environmental Conservation
Nancy W. Lussier, Chair
Contract Review Committee
625 Broadway
Albany, NY 12233-5010
Telephone: (518) 402-9228

- (d) Upon receipt of the written appeal, the Chair of the CRC, in consultation with the members of the CRC and the Office of General Counsel, will take one of the following actions, or a combination thereof, with written notice to the Contractor.
- (1) Remand the matter to program staff for additional fact finding, negotiation, or other appropriate action; or
 - (2) Adopt the decision of the DAI; or
 - (3) Consider the matter for review by the CRC in accordance with its procedures.
- (e) Following a decision to proceed pursuant to (d) 3, above, the Chair of the CRC shall convene a proceeding in accordance with the CRC's established contract dispute resolution guidelines. The proceeding will provide the Contractor with an opportunity to be heard.
- (f) Following a decision pursuant to (d) 2 or (d) 3, the CRC shall make a written recommendation to the Deputy Commissioner for Administration who shall render the final DEC determination.
- (g) At any time during the dispute resolution process, and upon mutual agreement of the parties, the Office of Hearings and Mediation Services (OHMS) may be requested to provide mediation services or other appropriate means to assist in resolving the dispute. Any findings or recommendations made by the OHMS will not be binding on either party.
- (h) Final DEC determinations shall be subject to review only pursuant to Article 78 of the Civil Practice Law and Rules.
- (i) Pending final determination of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract in accordance with the decision of the designated individual. Nothing in this Contract shall be construed as making final the decision of any administrative officer upon a question of law.
- (j)(1) Notwithstanding the foregoing, at the option of the Contractor, the following shall be subject to review by the CRC: Disputes arising under Article 15-A of the Executive Law (Minority and Women Owned Business participation), the Department's determination with respect to the adequacy of the Contractor's Utilization Plan, or the Contractor's showing of good faith efforts to comply therewith. A request for a review before the CRC should be made, in writing,

within twenty days of receipt of the Department's determination.

- (2) The CRC will promptly convene a review in accordance with Article 15-A of the Executive Law and the regulations promulgated thereunder.

IV. Tax Exemption

Pursuant to Tax Law Section 1116, the State is exempt from sales and use taxes. A standard state voucher is sufficient evidence thereof. For federal excise taxes, New York's registration Number 14740026K covers tax-free transactions under the Internal Revenue Code.

V. Litigation Support

In the event the Department becomes involved in litigation related to the subject matter of this contract, the Contractor agrees to provide background support and other litigation support, including but not limited to depositions, appearances, and testimony. Any compensation paid to the Contractor under this paragraph will be negotiated and based on the rates established in the contract, or as may otherwise be provided in the contract. No compensation for such support will be paid if the litigation is the result of the Contractor's misconduct, negligence or omissions.

VI. Inventions or Discoveries

The Scope of work of this agreement shall not include any inventions. If however, an invention results from this project it shall be owned as follows:

Any invention or discovery first made or conceived and reduced to practice in the performance of this Contract solely by the Contractor shall remain with the Contractor; provided that the Contractor shall grant to the Department and the State a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for on behalf of the Department and the State the subject copyright throughout the world, where the Contractor is able to do so.

Any invention or discovery made or conceived and reduced to practice in the performance of this Contract solely by Department or State shall remain with the State; provided that the Department or State shall grant to the Contractor a nonexclusive, nontransferable, irrevocable, paid-up license to use for non-commercial research, educational, and public service purposes.

Any invention or discovery made or conceived and reduced to practice in the performance of this Contract jointly by Contractor and Department or State in the performance of this work shall be jointly held by the Contractor and Department or State.

VII. Intellectual Property and Copyright Materials

- (a) Title to, and the right to determine the disposition of any copyrights, or copyrightable material, first produced or created solely by Contractor in the performance of this work shall remain with the Contractor; provided that the Contractor shall grant to the Department and the State a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for on behalf of the Department and the State the subject copyright throughout the world, where the Contractor is able to do so.

Title to, and the right to determine the disposition of any copyrights, or copyrightable material, first produced or created solely by Department or State in the performance of this work shall remain with the State; provided that the Department or State shall grant to the Contractor a nonexclusive, nontransferable, irrevocable, paid-up license to use for non-commercial research, educational, and public service purposes.

Title to, and the right to determine the disposition of any copyrights, or copyrightable material, first produced or created jointly by Contractor and Department or State in the performance of this work shall be jointly held by the Contractor and Department or State.

VIII. Patent and Copyright Protection

If any patented or copyrighted material is involved in or results from the performance of this Contract, this Article shall apply.

- (a) The Contractor shall, at its expense, defend any suit instituted against the Department and indemnify the Department against any award of damages and costs made against the Department by a final judgment of a court of last resort based on the claim that any of the products, services or consumable supplies furnished by the Contractor under this Contract

infringes any patent, copyright or other proprietary right; provided the Department gives the Contractor:

- (1) prompt written notice of any action, claim or threat of infringement suit, or other suit, and
- (2) the opportunity to take over, settle or defend such action at the Contractor's sole expense, and
- (3) all available information, assistance and authority necessary to the action, at the Contractor's sole expense.

The Contractor shall control the defense of any such suit, including appeals, and all negotiations to effect settlement, but shall keep the Department fully informed concerning the progress of the litigation.

- (b) If the use of any item(s) or parts thereof is held to infringe a patent or copyright and its use is enjoined, or Contractor believes it will be enjoined, the Contractor shall have the right, at its election and expense to take action in the following order of precedence:
 - (1) procure for the Department the right to continue using the same item or parts thereof;
 - (2) modify the same so that it becomes non-infringing and of at least the same quality and performance;
 - (3) replace the item(s) or parts thereof with noninfringing items of at least the same quality and performance;
 - (4) if none of the above remedies are available, discontinue its use and eliminate any future charges or royalties pertaining thereto. The Contractor will buy back the infringing product(s) at the State's book value, or in the event of a lease, the parties shall terminate the lease. If discontinuation or elimination results in the Contractor not being able to perform the Contract, the Contract shall be terminated.
- (c) In the event that an action at law or in equity is commenced against the Department arising out of a claim that the Department's use of any item or material pursuant to or resulting from this Contract infringes any patent, copyright or proprietary right, and such action is forwarded by the Department to the Contractor for defense and indemnification pursuant to this Article, the Department shall copy all pleadings and documents forwarded to the Contractor together with the forwarding correspondence and a copy of this Contract to the Office of the Attorney General of the State of New York. If upon receipt of such request for defense, or at any time thereafter, the Contractor is of the opinion that the allegations in such action, in whole or in part, are not covered by the indemnification set forth in this Article, the Contractor shall immediately notify the Department and the Office of the Attorney General of the State of New York in writing and shall specify to what extent the Contractor believes it is and is not obligated to defend and indemnify under the terms and conditions of this Contract. The Contractor shall in such event protect the interests of the Department and State of New York and secure a continuance to permit the State of New York to appear and defend its interests in cooperation with Contractor as is appropriate, including any jurisdictional defenses which the Department and State shall have.
- (d) The Contractor shall, however, have no liability to the Department under this Article if any infringement is based upon or arises out of:
 - (1) compliance with designs, plans, or specifications furnished by or on behalf of the Department as to the items;
 - (2) alterations of the items by the Department;
 - (3) failure of the Department to use updated items provided by the Contractor for avoiding infringement;
 - (4) use of items in combination with apparatus or devices not delivered by the Contractor;
 - (5) use of items in a manner for which the same were neither designed nor contemplated; or
 - (6) a patent or copyright in which the Department or any affiliate or subsidiary of the Department has any direct or indirect interest by license or otherwise.
- (e) The foregoing states the Contractor's entire liability for, or resulting from, patent or copyright infringement or claim thereof.

IX. Freedom of Information Requests

In response to a Freedom of Information Law (FOIL) request received by the Department, the Contractor agrees to provide to the Department records generated by the Contractor as a result of this contract's scope of work that are responsive to the FOIL request. The contractor may request that the Department except from disclosure records on the basis that they contain trade secrets or confidential commercial information in accordance with FOIL (Public Officers Law Section 87 and 6 NYCRR Part 616).

X. Article 15-Requirements

PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO STATE CONTRACTS: REQUIREMENTS AND PROCEDURES

(a) General Provisions

- (1) The Department is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 ("MWBE Regulations") for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- (2) The Contractor to the subject contract (the "Contractor" and the "Contract," respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the New York State Department (the "Department"), to fully comply and cooperate with the Department in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for certified minority and women-owned business enterprises ("MWBEs"). Contractor's demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") or other applicable federal, state or local laws.
- (3) Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of this Article or enforcement proceedings as allowed by the Contract.

(b) Contract Goals

- (1) For purposes of this procurement, the Department hereby establishes an overall goal of **20%** for Minority and Women-Owned Business Enterprises ("MWBE") participation, (based on the current availability of qualified MBEs and WBEs).
- (2) For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in Section II-A hereof, Contractor should reference the directory of New York State Certified MWBEs found at the following internet address; <https://ny.newnycontracts.com>

Additionally, the Contractor is encouraged to contact the Division of Minority and Woman Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

- (3) Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document "good faith efforts" to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the Department for liquidated or other appropriate damages, as set forth herein.
- (c) Equal Employment Opportunity (EEO)**
- (1) Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the State of Economic Development (the "Division"). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements. Contractor shall comply with the following provisions of Article 15-A:

- (i) Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
- (ii) The Contractor shall submit an EEO policy statement to the Department within seventy two (72) hours after the date of the notice by Department to award the Contract to the Contractor.
- (iii) If Contractor or Subcontractor does not have an existing EEO policy statement, the Department may provide the Contractor or Subcontractor a model statement. This statement can be found at the link provided in Section 8.
- (iv) The Contractor's EEO policy statement shall include the following language:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
 - b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the 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.
 - c. The Contractor shall request each employer Department, 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 employer Department, 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.
 - d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "E" of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.
 - e. **EEO Contract Goals** for the purposes of this procurement, the Department hereby establishes a goal of **0% Minority Labor Force Participation, 0% Female Labor Force Participation.**

(2) Staffing Plan Form

To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Staffing plan as part of the MWBE Utilization Plan and submit at the time of award of the contract.

(3) Workforce Employment Utilization Report Form ("Workforce Report")

- (i) Once a contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to the Department of any changes to the previously submitted Staffing Plan. This information is to be submitted on a quarterly basis during the term of the Contract to report the actual workforce utilized in the performance of the Contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Workforce Report must be submitted to report this information.
- (ii) Separate forms shall be completed by Contractor and any subcontractor performing work on the Contract.
- (iii) In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce. When a separation can be made, Contractor shall submit the Workforce Report and indicate that the information provided related to the actual workforce utilized on

the Contract. When the workforce to be utilized on the contract cannot be separated out from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Workforce Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the Contract.

- (4) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

(d) MWBE Utilization Plan

- (1) The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan either prior to, or at the time of, the execution of the contract.
- (2) Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section X-B-1 of this Attachment.
- (3) Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, Department shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

(e) Waivers

- (1) For Waiver Requests Contractor should use Waiver Request Form.
- (2) If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver form documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, the Department shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.
- (3) If the Department, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the Department may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

(f) Quarterly MWBE Contractor Compliance Report

Contractor is required to submit a Quarterly MWBE Contractor Compliance Report Form to the Department by the 10th day following each end of quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

(g) Liquidated Damages - MWBE Participation

- (1) Where Department determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, Contractor shall be obligated to pay to the Department liquidated damages.
 - (2) Such liquidated damages shall be calculated as an amount equaling the difference between:
 - (i) All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
 - (ii) All sums actually paid to MWBEs for work performed or materials supplied under the Contract.
- (3) In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the Department, Contractor shall pay such liquidated damages to the Department within sixty (60) days after they are assessed by the Department unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the Department.

(h) Forms

Forms referenced in this Article can be found at <http://www.dec.ny.gov/about/48854.html>

XI. Iran Divestment Act Requirements

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 State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency 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 state agency 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 state agency 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.

XII. Americans With Disabilities Act

In the event the monies defined herein are to be used for the development of facilities, outdoor recreation areas, transportation or written or spoken communication with the public, the Contractor shall comply with all requirements for providing access for individuals with disabilities as established by Article 4A of the New York State Public Buildings Law, Americans with Disabilities Act, and relevant sections of the New York State Uniform Fire Prevention and Building Code. Standards for certain Recreation Facilities are found in the 2010 ADA Standards for Accessible Design while others are found in the Architectural Barriers Act Accessibility Guidelines for Outdoor Recreation Areas, <https://www.access-board.gov/guidelines-and-standards>

XIII. Public Access to Facilities

If applicable to the project, the Contractor agrees to allow public access to any facilities developed with monies defined herein on the same basis to all residents of New York State for a period not less than five (5) years after the date of final payment under this Contract or five (5) years after the date that the final payment was due. Failure to comply with the provisions of this clause shall be considered an abandonment of the Project.

XIV. Project Insurance Considerations

Refer to project insurance requirements as set forth in A-1 (B) Program Specific Terms and Conditions.

XV. Amendment/Extensions

The Contract may be amended and/or extended by mutual written consent of all parties. Amendment forms will be incorporated into this Contract and will not take effect until approved by all applicable State agencies and final approval by the Office of the State Comptroller, if applicable. Contract amendments may be conditioned upon funds being re-appropriated in the State Budget each state fiscal year to the Department.

XVI. Environmental Protection Fund Acknowledgement

If applicable, in recognition of a portion of the Department funds utilized for any work completed under this Contract, the Contractor agrees to acknowledge in any communication to the public, that such funding was provided from the Environmental Protection Fund as administered by the New York State Department of Environmental Conservation.

XVII. Vendor Responsibility

- A. The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner or his or her designee, 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.

- B. The Department recommends that vendors file a required Vendor Responsibility Questionnaire online via the New York State VendRep System. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at http://www.osc.state.ny.us/vendrep/vendor_index.htm or go directly to the VendRep System online at <https://portal.osc.state.ny.us>.
- C. Vendors must provide their New York State Identification Number when enrolling. To request assignment of a Vendor ID or for VendRep System assistance, contact the Office of the State Comptroller's Help Desk at 866-370-4672 or 518-408-4672 or by email at ciohelpdesk@osc.state.ny.us. Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website www.osc.state.ny.us/vendrep or may contact the Department of the Office of the State Comptroller's Help Desk for a copy of the paper form.
- D. Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate Department officials or staff, the Contract may be terminated by the Commissioner or his or her designee at the Contractor's expense where the Contractor is determined by the Commissioner or his or her designee to be non-responsible. In such event, the Commissioner or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

XVIII. Permits

- A. If applicable, the Contractor agrees to obtain all required permits, including but not limited to, local, state and federal permits prior to the commencement of any project related work. The Contractor agrees that all work performed in relation to the project by the Contractor or its agents, representatives, or contractors will comply with all relevant federal, state and local laws, rules, regulations and standards, zoning and building codes, ordinances, operating certificates for facilities, or licenses for an activity.
- B. With respect to the project, the contractor certifies that is has complied, and shall continue to comply with all requirements of the State Environmental Quality Review Act (SEQRA). The Contractor agrees to provide all environmental documents as may be required by the Department. The Contractor has notified, and shall continue to notify, the Department of all actions proposed for complying with the environmental review requirements imposed by SEQRA.

XIX. Approvals

The Contractor agrees that the project will be performed in accordance with the condition of any applicable administrative, judicial or governmental orders or approvals.

XX. Site Access

If applicable, the Contractor represents it has or will obtain title to or sufficient interest in the project site, including rights-of-way and necessary easements, before the start of the project to ensure undisturbed use and possession for purposes of construction and completion of the project, as well as operation of the project throughout its useful life.

XXI. Cost Overruns

If applicable, any cost overruns will not be paid by the Department and the Department is not committed to seeking additional appropriations or re-appropriation of funds and will not be responsible for the maintenance and operation of any facility which may be developed or equipment which may be purchased with the funds herein identified.

XXII. Construction Plans

It is the Contractor's responsibility (if applicable to the Project) to have all construction contract plans, specifications and cost estimates certified by a professional engineer licensed to practice in the State of New York. All certified plans and specifications shall become part of this Contract and shall be kept on the project site at all times.

XXIII. Payment and Reporting

- A. The Contractor agrees to fully fund the Project and then seek reimbursement from the Department for eligible project costs. The Department will not process final payment for this Contract, until the Department determines that the project was completed satisfactorily and upon receipt of all required final close-out payment documentation in accordance with the direction and requirements described in Attachment D.
- B. The Contractor will be entitled to receive reimbursement payments for work, projects, and/or services rendered as detailed and described in Attachment C and Attachment D of this Contract. Claims for reimbursement must be

accompanied by such receipts and documents verifying expenditures as may be required by the Department and by the Comptroller. Satisfactory documentation shall include, but is not limited to, signed copies of payment vouchers or invoices, canceled checks/or the latest cumulative work-in-place estimate for each construction Contract, and any further documentation as may be required by the Department and/or the Comptroller. The Department reserves the right, in its sole discretion, to determine if the reimbursement request and accompanying documentation submitted by the Contractor is in satisfactory form and substance. A final payment determination will be based upon the Department's review of the Contractor's final voucher submission and reporting as described in Attachment D.

XXIV. On-Site Inspections

The State, Department or authorized representatives will conduct a review of the Project funded from this Contract, which may include on-site inspections, at a time that is satisfactory to the Department.

XXV. Prohibition on Purchase of Tropical Hardwoods

The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State of any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State. In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

B) PROGRAM SPECIFIC TERMS AND CONDITIONS

I. Notices:

The Department's authorized representative for the implementation of this Contract and for approval, direction and receipt of all Project reports called for in this Contract is listed below. Whenever it is provided in this Contract that notice must be given or other communications sent to the Department, the notices or communications must be in writing and delivered or sent to the Department's authorized representative at:

Karen N. Chytalo, Assistant Director
New York State Department of Environmental Conservation
Division of Marine Resources
205 Belle Mead Rd, Suite 1
East Setauket, NY 11733
(631) 444-0431

A copy of all legal notices shall be sent to:

General Counsel
New York State Department of Environmental Conservation
625 Broadway - 14th Floor
Albany, New York 12233-1500

The Contractor's authorized representative for the implementation of this Contract is the person authorized in the Resolution of Support for the contract. Notices or communications regarding this Contract should be in writing and delivered or sent to the Contractor's authorized representative at the address identified on the Face Page, with copies sent to the Contractor's contract administrator as identified in the contract application.

Notices delivered or sent shall be deemed for all purposes as notice to all persons who are Parties to this Contract as Department or Contractor.

II. Project Insurance Considerations

The Contractor agrees to procure and maintain at its own expense and without expense to the Department until final acceptance by the Department of the services covered by this Contract, insurance of the kinds and amounts as determined by the Department and based upon the project work plan. The insurance policies should be provided by insurance companies licensed to do business in the State of New York. Any delay or time lost as a result of the Contractor not having insurance required by the Contract shall not give rise to a delay claim or any other claim against the Department.

Upon execution of this Contract, the Contractor shall furnish to the Department a certificate or certificates, satisfactory to the Department, showing that it has complied with this Article. The insurance documentation shall provide that:

- Liability and protective liability insurance policies shall provide primary and non-contributory coverage to the NYS Department of Environmental Conservation for any claims arising from the Contractor's Work under this contract, or as a result of Contractor's activities.
- The State of New York, NYS Department of Environmental Conservation, its officers, agents and employees, Division of Marine Resources), shall be listed as Certificate Holder on all liability insurance certificate(s), as additional insureds on endorsements(s) and on additional supporting documentation.
- The policies shall include a waiver of subrogation endorsement in favor of the Department as an additional insured. The endorsement shall be on ISO Form Number CG 24 04 or a similar form with same modification to the policy.
- Policies shall not be changed or canceled until thirty (30) days prior written notice has been given to the Department; as evidenced by an endorsement or declarations page.
- Insurance documentation shall disclose any deductible, self-insured retention, aggregate limit or any exclusion to the policy that materially changes the coverage required by the Contract.
- Endorsements in writing must be added to and made part of the insurance contract for the purpose of changing the original terms to reflect the revisions and additions as described. A copy of these endorsements must be provided to the Department within a reasonable amount of time.
- Applicable insurance policy number(s) reference on the ACORD form must be referenced in the supporting documentation requested by the Department and supplied by the insurance company (e.g. endorsement page, declarations page, etc.).
- This Contract shall be void and of no effect unless the Contractor procures the required insurance policies and maintains them until completion of the work or acceptance by the Department, whichever event is later.

The kinds and amounts of insurance required are as follows:

- A. Workers' Compensation coverage must be provided for work to be performed in New York State. The Contractor shall provide and maintain full New York State coverage during the life of this contract for the benefit of such employees as are required to be covered by the New York State Workers' Compensation Law.

Evidence of Workers' Compensation and Employers Liability coverage must be provided on one of the following forms specified by the Chairman of the New York State Workers' Compensation Board:

FORM #	FORM TITLE
C-105.2	Certificate of Workers' Compensation Insurance
U-26.3	State Insurance Fund Version of the C-105.2 form
SI-12/ GSI-105.2	Certificate of Workers' Compensation Self-Insurance
CE-200	Certificate of Attestation of Exemption – (no employees)

- B. Disability Benefits coverage must be provided for work to be performed in New York State. The Contractor shall provide and maintain coverage during the life of the contract for the benefit of such employees as are required to be covered by the New York State Disability Benefits Law. Any waiver of this requirement must be approved by the Department of Environmental Conservation and will only be granted in unique or unusual circumstances.

Evidence of Disability Benefits coverage must be provided on one of the following forms specified by the Chairman of the New York State Workers' Compensation Board:

FORM #	FORM TITLE
DB-120.1	Certificate of Disability Benefit Insurance
DB-155	Certificate of Disability Benefit Self-Insurance
CE-200	Certificate of Attestation of Exemption – (no employees)

An ACORD form is **NOT** an acceptable proof of Workers' Compensation coverage. **ALL OF THE ABOVE REFERENCED FORMS, EXCEPT CE-200, SI-12 & DB-155 MUST NAME** The State of New York and The New York State Department of Environmental Conservation, Division of Marine Resources 625 Broadway, Albany, NY 12233, as the Entity Requesting Proof of Coverage.

Additional information can be obtained at the Worker's Compensation website:
<http://www.wcb.ny.gov/content/main/Employers/Employers.jsp>

Upon review of the scope of work outlined in the Grant Application by the Department, the following types of liability insurance may be required:

- C. Commercial General Liability Insurance with a limit of not less than \$2,000,000 each occurrence, and \$5,000,000 General aggregate. Such insurance shall cover liability arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal and advertising injury, cross liability assumed in a contract (including tort liability of another assumed in a contract). Limits may be provided through a combination of primary and umbrella/excess liability policies. The CGL aggregate shall be endorsed to apply on a per project basis for construction contracts.
- D. Business Automobile Liability with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any registered motor vehicle including owned, leased, hired and non-owned vehicles. If the Contractor does not own, rent or lease any registered vehicles and will not be using any vehicles on State Land proof of Business Automobile Liability Insurance shall not be required for this Contract. The Contractor shall assume full responsibility and liability that owners and operators of any registered vehicles entering State Land to conduct work under this contract carry the same Business Automobile Liability Insurance of the kinds and amounts listed above. NYS Department of Environmental Conservation reserves the right to request proof of the same.
- E. Environmental Liability with a limit of not less than \$1,000,000 providing primary coverage for bodily injury and property damage, including loss of use of damaged property or of property that has not been physically injured. Such policy shall provide coverage for actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of pollutants, including any loss, cost or expense incurred as a result of any cleanup of pollutants or in the investigation, settlement or defense of any claim, suit, or proceedings against the Department of Environmental Conservation arising from the Contractor's Work.
- F. Professional Liability Insurance includes coverage for its negligent act, error or omission in rendering or failing to render professional services required by this contract arising out of specifications, installation, modification, abatement, replacement or approval of products, materials or processes containing pollutants, and the failure to advise of or detect the existence or the proportions of pollutants. The Contractor, any subcontractor or supplier retained by the Contractor to work on the contract shall procure and maintain during and for a period of three (3) years after completion of this contract, Professional Liability Insurance in the amount of \$1,000,000. The professional liability insurance may be issued on a claims-made policy form, in which case the Contractor shall purchase at its sole expense, extended Discovery Clause coverage of up to three (3) years after work is completed if coverage is cancelled or not renewed.
- G. Marine Protection & Indemnity: Anytime the activity involves work on navigable water or the work is connected to water related activities, the Contractor shall procure Marine Protection & Indemnity and Hull and Machinery coverage, if available. Hull and Machinery coverage shall be provided for the total value of the watercraft or

equipment. The Contractor shall obtain Protective and Indemnity Liability insurance for all marine operations under the contract, with a minimum \$2,000,000 limit.

Should the Contractor engage a subcontractor, the Contractor shall impose the insurance requirements of this document on the subcontractor. Contractor shall determine the required insurance types and limits, commensurate with the work of the Subcontractor. The Contractor will maintain the certificate or certificates and endorsements for all subcontractors hired as part of the Contractor's records.

ATTACHMENT B-1 EXPENDITURE BASED BUDGET

SUMMARY

PROJECT NAME: Town of Hempstead Shellfish Facility Expansion

CONTRACTOR SFS PAYEE NAME: HEMPSTEAD TOWN OF

CONTRACT PERIOD: From: 03/01/2018

To: 03/31/2020

CATEGORY OF EXPENSE	GRANT FUNDS	BUDGET FUNDS	MATCH	OTHER FUNDS	TOTAL
1. Personal Services					
a) Salary	\$0.00	\$0.00	0 %	\$0.00	\$0.00
b) Fringe	\$0.00	\$0.00	0 %	\$0.00	\$0.00
Subtotal	\$0.00	\$0.00	0 %	\$0.00	\$0.00
2. Non Personal Services					
a) Contractual Services	\$205,000.00	\$0.00	0 %	\$0.00	\$205,000.00
b) Travel	\$3,000.00	\$0.00	0 %	\$0.00	\$3,000.00
c) Equipment	\$99,816.00	\$0.00	0 %	\$0.00	\$99,816.00
d) Space/Property & Utilities	\$0.00	\$0.00	0 %	\$0.00	\$0.00
e) Operating Expenses	\$0.00	\$0.00	0 %	\$0.00	\$0.00
f) Other	\$92,184.00	\$0.00	0 %	\$0.00	\$92,184.00
Subtotal	\$400,000.00	\$0.00	0 %	\$0.00	\$400,000.00
TOTAL	\$400,000.00	\$0.00	0 %	\$0.00	\$400,000.00

Contract Number: # DEC01-C00617GG-3350000

ATTACHMENT B-1 EXPENDITURE BASED BUDGET

PERSONAL SERVICES DETAIL

FUNCTION CODE	ANNUALIZED SALARY PER POSITION	STANDARD WORK YEAR (HOURS)	PERCENT OF FTE (RUNDAYS)	NUMBER OF MONTHS ENDED	TOTAL
Subtotal					
TOTAL FRINGE					
PERSONAL SERVICES TOTAL					

**ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
NON-PERSONAL SERVICES DETAIL**

CONTRACTUAL SERVICES - TYPE/DESCRIPTION	TOTAL
Constructing hatchery building extension: Materials & labor Subcontractor TBD	\$200,000.00
Aquaculture Consultant	\$5,000.00
TOTAL	\$205,000.00

**ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
NON-PERSONAL SERVICES DETAIL**

ITEM TYPE DESCRIPTION	TOTAL
Watercraft and fuel	\$2,000.00
Events & Conferences	\$1,000.00
TOTAL	\$3,000.00

EQUIPMENT TYPE/DESCRIPTION	TOTAL
Seacaps Continuous Algae Culture System	\$33,900.00
850 Gallon Water Storage Tank	\$1,042.00
Mechanical seed sorter	\$14,900.00
Light Fixtures & Lamps	\$2,760.00
500gpm Nursery pumps, motors, inverters, baseplates. Includes equipment, startup, and programming.	\$47,214.00
TOTAL	\$99,816.00

GPP - EPI / DESCRIPTION	TOTAL
Offshore platform materials	\$44,484.63
Nursery materials	\$14,000.00
Plumbing supplies	\$3,000.00
Contingency / Incidental expenses	\$30,199.37
Project Signage	\$500.00
TOTAL	\$92,184.00

Contract Number: # DEC01-C00617GG-3350000

Page 6 of 6, Attachment B-1 - Expenditure Based Budget

ATTACHMENT C - WORK PLAN

SUMMARY

PROJECT NAME: Town of Hempstead Shellfish Facility Expansion

CONTRACTOR SFS PAYEE NAME: HEMPSTEAD TOWN OF

CONTRACT PERIOD: From: 03/01/2018
To: 03/31/2020

Project Summary: A high-level overview of the project, including the overall goal and desired outcomes.

-The small hatchery operation located inside the town's offshore shellfish facility at 1401 Lido Blvd Point Lookout, NY, will be expanded to accommodate a twenty bag Seacaps continuous algae production system. This will be a significant upgrade from the town's current batch culture system. All algae produced will be used in the conditioning of broodstock, the culturing of shellfish larval, and the rearing of post set juvenile shellfish. The upgraded hatchery system is expected to allow for the spawning 2-3 million shellfish per spawn. Which will be sufficient to supply all currently available nursery space and the proposed increase.

To accommodate the expanded hatchery facility, a 32'-0" x 40'-0" platform will be constructed abutting the existing platform. Funding will be used to purchase all lumber and hardware materials required for construction of the platform extension. All labor and equipment including the use of tug boat, scow, crane barge, etc. will be provided by the Town of Hempstead Department of Conservation and Waterways. A second 13'-0" x 13'-0" will also have to be constructed to accommodate the relocation of an existing wind turbine system. The construction of these platforms is expected to take up to three months. A NYSDEC Tidal wetlands permit is required for the construction of this structure. A permit application has already been submitted and is currently under review. Pending the issuing of the permit and arrival of materials, Construction may begin in April of 2018 and finished by July 2018. A notice of commencement and completion will be sent to NYSDEC Division of Marine Resources when platform construction begins and finishes.

-Upon the extended platform, a 31'-0" x 25'-0" annex will be constructed and framed abutting the existing shellfish building. The interior finishes will include water resistant rfp paneling, waterproof polyurethane sub floor, a bulkhead entrance into the existing building's exterior wall. The proposed roof will be of aluminum construction and facilitate the installation of a photovoltaic system. After construction of the proposed building is completed by a private contractor, electrical, water, and heat may be connected from the existing building by the Town of Hempstead Department of Conservation and Waterways maintenance crews and master electrician. The Construction of this extension is expected to take up to three months. Work can only begin after the above mentioned platform extension has been completed. Construction may begin in August of 2018 and finished by November 2018.

-Two, twenty silo axial flow floating upweller systems are proposed to be installed behind the new hatchery annex. According to the hatchery staff at the Cornell Cooperative Extension's shellfish facility in Southold, NY. each silo has a maximum capacity of approximately 100,000 12mm-15mm clams. The proposed addition

Contract Number: # DEC01-C00617GG-3350000

of forty FLUPSY silos would increase the Town of Hempstead's grow out capacity by 4,000,000 clams. Construction of all nursery components will be performed by Town of Hempstead dock building staff. A NYSDEC Tidal wetlands permit will be required for the placement of these floating nurseries. A permit application has been submitted and is currently under review. The proposed FLUPSY construction and installation are expected to take up to three weeks to complete. Construction of these FLUPSYS may begin at any time but will not be able to be installed in the designated location until after the platform extension has been completed. Assembly may begin in June of 2018 and finished by July 2018. A notice of commencement and completion will be sent to NYSDEC Division of Marine Resources when assembly of FLUPSYS begins and are installed in their designated location. The existing paddlewheel FLUPSY will be upgraded with an overhead chain hoist to allow for the stocking and handling of additional shellfish in each silo. The upland nursery tanks will be upgraded with new more efficient and durable 500 gpm pumps with split base designs, stainless steel housings, and brass fittings. The increased flow will allow for increased stocking density and provide a durable replacement to the Town's 10-year old aging pump system. The work involved will take approximately 4 weeks and is expected to be completed by November 2019.

Contract Number: # DEC01-C00617GG-3350000

Page 2 of 2 , Attachment C - Work Plan Summary

ATTACHMENT C - WORK PLAN

DETAIL

Objective

1 Expand production and capabilities of Town of Hempstead Shellfish Facility

Task

1 Construct offshore platform for hatchery annex - Construct platform adjacent to existing facility. This will be the foundation of the new extension

Performance Measures

1 Production Performance - The objective of expanding clam grow out capacity by 4 million 12-15mm annually can be measured quantitatively. Results of annual production will be submitted to NYSDEC Division of Marine Resources.

For all construction related tasks, notices of commencement and completion will be sent to NYSDEC Division of Marine Resources when construction begins and finishes.

Task

2 Construct hatchery extension - Frame new 31'x25' hatchery extension abutting western exterior wall of existing building.

Performance Measures

1 Extend offshore platform - The task will proceed as indicated on the project timeline. Notices of commencement and completion will be sent to NYSDEC Division of Marine Resources when construction begins and finishes.

Task

3 Install algae production system - Town staff will install new 20 bag Sea Caps Algae Culture Production system in new hatchery extension.

Performance Measures

1 Install continuous algae culture system - The task will proceed as indicated on the project timeline. Notices of commencement and completion will be sent to NYSDEC Division of Marine Resources when construction begins and finishes.

Task

4 Construct new floating upweller systems - construct two Cornell Cooperative Extension floating upwelling systems to create additional nursery space.

Performance Measures

1 Construct new floating upweller nurseries - The task will proceed as indicated on the project timeline. Notices of commencement and completion will be sent to NYSDEC Division of Marine Resources when construction begins and finishes.

Task

5 Upgrade upland nursery pump system - Replace aging nursery pumps and motors with two new 500 gpm pumps.

ATTACHMENT C - WORK PLAN

DETAIL

Performance Measures

- 1 Upgrade existing nursery facility - The task will proceed as indicated on the project timeline. Notices of commencement and completion will be sent to NYSDEC Division of Marine Resources when construction begins and finishes.

**ATTACHMENT D
PAYMENT AND REPORTING SCHEDULE**

I. PAYMENT PROVISIONS

In full consideration of contract services to be performed the State Agency agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page hereof. All payments shall be in accordance with the budget contained in the applicable Attachment B form (Budget), which is attached hereto.

A. Advance Payment, Initial Payment and Recoupment Language (if applicable):

1. The State Agency will make an advance payment to the Contractor, during the initial period, in the amount of ___ percent (___%) the budget as set forth in the most recently approved applicable Attachment B form (Budget).

2. The State Agency will make an initial payment to the Contractor in the amount of ___ percent (___%) of the annual budget as set forth in the most recently approved applicable Attached B form (Budget). This payment will be no later than ___ days from the beginning of the budget period.

3. Scheduled advance payments shall be due in accordance with an approved payment schedule as follows:

Period	Amount	Due Date

4. Recoupment of any advance payment(s) or initial payment(s) shall be recovered by crediting (___%) of subsequent claims and such claims will be reduced until the advance or initial payment is fully recovered within the contract period.

Contract Number: # DEC01-C00617GG-3350000

II. REPORTING PROVISIONS

A. Expenditure-Based Reports (select the applicable report type):

Narrative/Qualitative Report

The Contractor will submit, on a quarterly basis, not later than 30 days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of the Master Contract

Statistical/Quantitative Report

The Contractor will submit, on a quarterly basis, not later than ___ days from the end of the quarter, the report described in Section III(G)(2)(a)(ii) of the Master Contract.

Expenditure Report

The Contractor will submit, on a quarterly basis, not later than ___ days after the end date for which reimbursement is being claimed, the report described in Section III(G)(2)(a)(iii) of the Master Contract.

Final Report

The Contractor will submit the final report as described in Section III(G)(2)(a)(iv) of the Master Contract, no later than 60 days after the end of the contract period.

Consolidated Fiscal Report (CFR)

The Contractor will submit the CFR on an annual basis, in accordance with the time frames designated in the CFR manual. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

The Consolidated Fiscal Reporting System is a standardized electronic reporting method accepted by Office of Alcoholism & Substance Services, Office of Mental Health, Office of Persons with Developmental Disabilities and the State Education Department, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document.

Contract Number: # DEC01-C00617GG-3350000

Page 3, Attachment D - Payment and Reporting Schedule

B. Progress-Based Reports

1. Progress Reports

The Contractor shall provide the report described in Section III(G)(2)(b)(i) of the Master Contract in accordance with the forms and in the format provided by the State Agency, summarizing the work performed during the contract period (See Table 1 below for the annual schedule).

2. Final Progress Report

Final scheduled payment will not be due until ___ days after completion of agency's audit of the final expenditures report/documentation showing total grant expenses submitted by vendor with its final invoice. Deadline for submission of the final report is ___. The agency shall complete its audit and notify vendor of the results no later than ___. The Contractor shall submit the report not later than ___ days from the end of the contract.

C. Other Reports

The Contractor shall provide reports in accordance with the form, content and schedule as set forth in Table 1.

Contract Number: # DEC01-C00617GG-3350000

Page 4, Attachment D - Payment and Reporting Schedule

TABLE 1 - REPORTING SCHEDULE

PERIODS REPORTED	PERIOD COVERED	PERIOD COVERED	PERIOD COVERED
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

III. SPECIAL PAYMENT AND REPORTING PROVISIONS

Contract Number: # DEC01-C00617GG-3350000

Page 5, Attachment D - Payment and Reporting Schedule

Attachment E – Signage

Acknowledgement of Funding Source

Communications to the Public

The Department will require that grant recipients acknowledge in any communication to the public that funding was provided from the Environmental Protection Fund and include the following:

- Source of Funding: NYS Environmental Protection Fund (EPF) administered by the New York State Department of Environmental Conservation (NYSDEC)
- Project Name and Project Sponsor

Signage Requirements

The Department will require project signs for projects meeting the following criteria:

- All Hatchery Improvement projects

All signs should be constructed in accordance with the specifications identified in Attachment 1. The Department may, in its discretion, waive this requirement if the sign cannot be reasonably maintained, the sign is not consistent with other laws, or the location of the sign would not provide a public purpose.

The project sign should be maintained from the start of construction until 90 days after closeout of the project.

The cost of the project sign is a reimbursable project cost and should be included in the materials category for the project budget.



**Department of
Environmental
Conservation**

**ENVIRONMENTAL PROTECTION FUND
Water Quality Improvement Project**

**PROJECT NAME
LOCAL PROJECT SPONSOR**

Webpage Text (Updated 1/6/15)

ENVIRONMENTAL PROTECTION FUND PROJECT SIGN SPECIFICATIONS

Size: Horizontal format - 48" wide by 24" high.

Construction Materials: Aluminum blank sign boards with vinyl sheeting.

Inserts: "Project Name", and "Local Project Sponsor" indicate position, size and topography for specific project names and sponsor to be inserted.

Color Scheme:

NYS logo and text – "DEPARTMENT OF ENVIRONMENTAL CONSERVATION" – Pantone 350 C

TEXT:

Environmental Protection Fund PMS3005 C

Water Quality Improvement Project PMS3005 C

Project Site Name/Local Project Sponsor Pantone 350 C

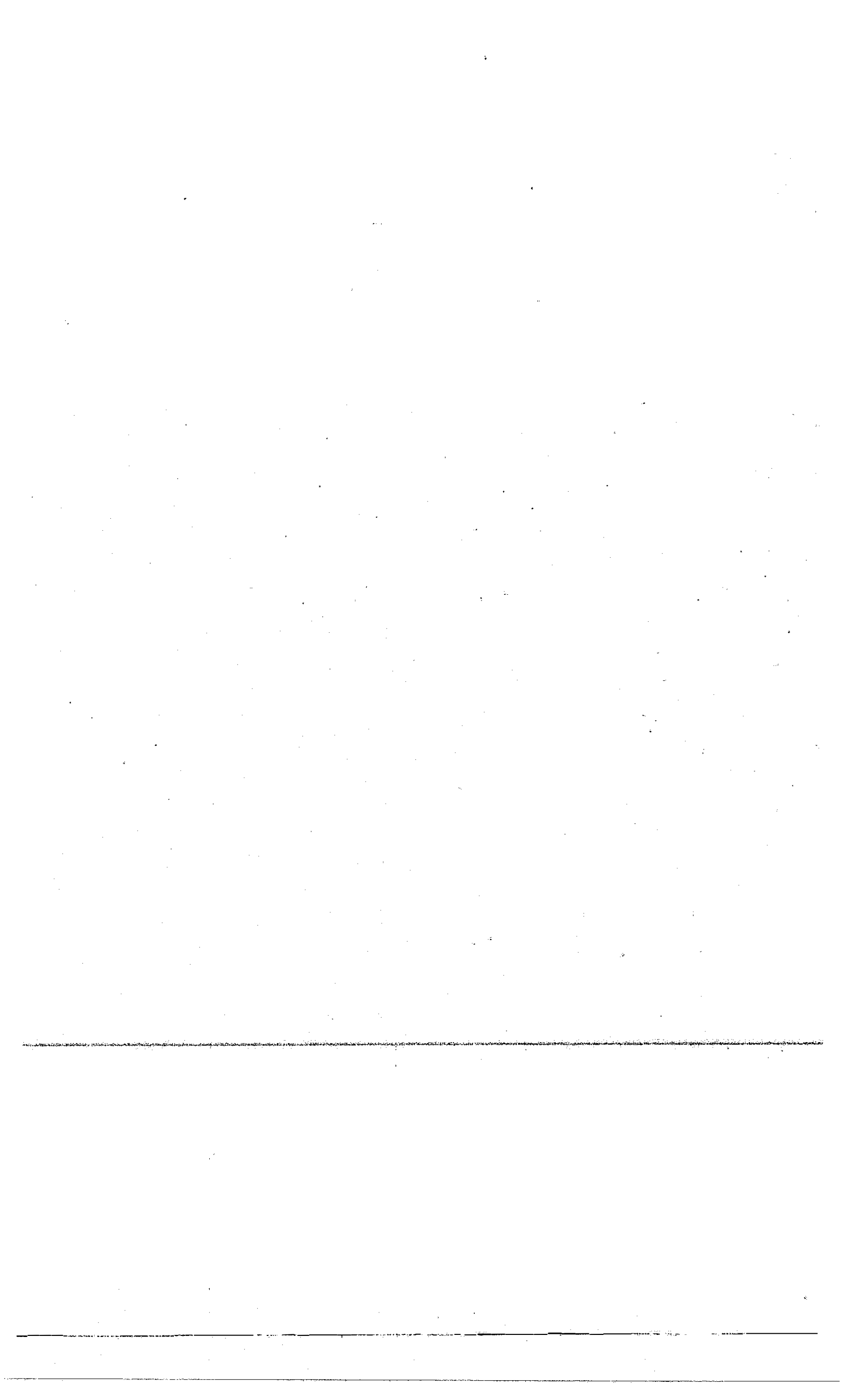
Type Specifications: All type is Arial 540, with the exception of the logo type.

Format is: center each line of copy with small caps and initial caps.

Production Notes: 48" wide x 24" high aluminum blanks will be covered with vinyl sheeting to achieve background color. Copy and logo will be silk screened on this surface.

Time Period: From start of Construction until 90 days after closeout of the project.

Grant recipients must provide a project name and the local project sponsor to be inserted on the sign



CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION AWARDDING PURCHASE CONTRACT #58-2018 FOR THE YEARLY REQUIREMENTS FOR: REMOVAL AND DISPOSAL OF SCRAP TIRES, AS PER SPECIFICATIONS

WHEREAS, the Director of Purchasing, on behalf of the Commissioner of Sanitation, solicited bids for the Yearly Requirements for: Removal and Disposal of Scrap Tires; and

WHEREAS, said bids were received and opened on May 9, 2018 with the following results:

Vendor 1

S & M Prompt Rubbish Removal Service, Inc.
228 Miller Avenue
Freeport, New York 11520

ITEM 1 - SCRAP TIRES PICKED UP AT TOWN'S MERRICK TRANSFER STATION

- A. \$200.00 per short ton
- B. \$200.00 per short ton
- C. \$300.00 per short ton
- D. \$300.00 per tire

ITEM 2 - SCRAP TIRES PICKED UP AT TOWN'S OCEANSIDE TRANSFER STATION

- A. \$200.00 per short ton
- B. \$200.00 per short ton
- C. \$300.00 per short ton
- D. \$300.00 per tire

ITEM 3 - SCRAP TIRES DELIVERED TO VENDOR'S FACILITY LOCATED IN THE TOWN OF HEMPSTEAD

- A. \$200.00 per short ton
- B. \$200.00 per short ton
- C. \$300.00 per short ton
- D. \$300.00 per tire

ITEM 4 - SCRAP TIRES DELIVERED TO VENDOR'S FACILITY LOCATED OUTSIDE THE TOWN OF HEMPSTEAD

- A. No bid.
- B. No bid.
- C. No bid.
- D. No bid.

Item #

20

Case #

6527

Vendor 2
National Waste Services LLC
1863 Harrison Avenue
Bay Shore, NY 11706

ITEM 1 – SCRAP TIRES PICKED UP AT TOWN'S MERRICK TRANSFER STATION

- A. \$240.00 per short ton
\$5.00 per tire
- B. \$240.00 per short ton
\$26.00 per tire
- C. \$240.00 per short ton
\$80.00 per tire
- D. \$240.00 per tire
\$350.00 per tire

ITEM 2 – SCRAP TIRES PICKED UP AT TOWN'S OCEANSIDE TRANSFER STATION

- A. \$240.00 per short ton
\$2.20.00 per tire
- B. \$240.00 per short ton
\$13.00 per tire
- C. \$240.00 per short ton
\$30.00 per tire
- D. \$240.00 per tire
\$275.00 per tire

ITEM 3 – SCRAP TIRES DELIVERED TO VENDOR'S FACILITY LOCATED IN THE TOWN OF HEMPSTEAD

- A. \$220.00 per short ton
\$5.00 per tire
- B. \$220.00 per short ton
\$26.00 per tire
- C. \$220.00 per short ton
\$80.00 per tire
- D. \$220.00 per tire
\$350.00 per tire

ITEM 4 – SCRAP TIRES DELIVERED TO VENDOR'S FACILITY LOCATED OUTSIDE THE TOWN OF HEMPSTEAD

- A. \$220.00 per short ton
\$2.20.00 per tire
- B. \$220.00 per short ton
\$13.00 per tire
- C. \$220.00 per short ton
\$30.00 per tire
- D. \$220.00 per tire
\$275.00 per tire

For purposes of this bid the following is an explanation of the categories:

Category A- Passenger Tires, Light Truck Up to 16" Diameter

Category B- Truck Tires up to 22: in Diameter

Category C- Truck Tires, Foam Filled, Up to 22" Diameter

Category D- Off-Road, Machine, Agricultural, Various sizes; and

WHEREAS, Vendor 1 was unable to meet the insurance requirements set forth in the bid; and

WHEREAS, Vendor 2 has met the insurance requirements set forth in the bid; and

WHEREAS, it has been determined that the bid received by National Waste Services, LLC represents the lowest qualified bid which meets the qualifications proposed and is acceptable as stated; and

WHEREAS, the initial term of the award shall be for a period of one year beginning on May 31, 2018 and ending on May 30, 2019, with the option for two one year mutual extensions; and

WHEREAS, the Commissioner of Sanitation recommends said contract be awarded to National Waste Services, LLC; and

WHEREAS, upon recommendation of the Commissioner the Town Board deems it to be in the public interest to award this contract to National Waste Services, LLC; and

NOW, THEREFORE, BE IT

RESOLVED, that the Commissioner be and is hereby authorized by the Town Board to award Purchase Contract #58-2018 for the Yearly Requirements for the Removal and Disposal of Scrap Tires to National Waste Services LLC, 1863 Harrison Avenue, Bay Shore, NY 11706 for a period of one year to begin upon June 4, 2018; and

BE IT FURTHER

RESOLVED, that all monies received in connection with this contract shall be deposited by the Comptroller in the Refuse Disposal District Other Disposal Fees Account #301-006-0301-4590.

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 AWARDING CONTRACT #64-2018 FOR THE YEARLY REQUIREMENTS FOR THE REMOVAL AND DISPOSAL OF SOLID WASTE IN THE BELLEROSE TERRACE AREA OF THE TOWN OF HEMPSTEAD

WHEREAS the Director of Purchasing, on behalf of the Commissioner of Sanitation (Commissioner), solicited bids for the Yearly Requirements for The Removal and Disposal of Solid Waste in the Bellerose Terrace Area of the Town of Hempstead; and

WHEREAS, said bids were received and opened on May 16, 2018 with the following results:

<u>Name & Address of Bidder</u>	<u>Bid Proposal Amount</u>
1) Winters Brothers Hauling of Long Island, LLC 1198 Prospect Avenue Westbury, N.Y. 11590	\$93,918.50 per year
2) Meadow Carting 581 Dickens Street Westbury, N.Y. 11590	\$114,980.00 per year

WHEREAS, the initial term of this contract will be June 1, 2018 to May 31, 2021 with one three year extension at the Town's sole option; and

WHEREAS, the Commissioner recommends that the contract be awarded to Winters Brothers Hauling of Long Island, LLC (Winters) as they are the lowest responsible bidder; and

WHEREAS, consistent with the Commissioner's recommendations, the Town Board finds it to be in the best interests of the Town to award this contract to Winters ; and

NOW, THEREFORE, BE IT

RESOLVED, Contract # 64-2018 for the Yearly Requirements for The Removal and Disposal of Solid Waste in the Bellerose Terrace Area of the Town of Hempstead be awarded to Winters Brothers Hauling of Long Island, LLC., 1198 Prospect Avenue, Westbury, N.Y. 11590; and

BE IT FURTHER

Item #

21

Case #

4670

RESOLVED, that all monies received in connection with this contract shall be paid by the Comptroller out of Sanitation Operating Fund Contract Fees Account #300-006-8110-4680.

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 PAYMENT TO ROUTESMART TECHNOLOGIES, INC. FOR MAINTENANCE SERVICES REGARDING THE ROUTESMART SANITATION COLLECTION ROUTING AND SCHEDULING SYSTEM AND THE CUSTOMER SERVICE AND ROUTE LOOK UP SYSTEM FOR THE TOWN OF HEMPSTEAD DEPARTMENT OF SANITATION

WHEREAS, Routesmart Technologies, Inc., 235 East Jericho Turnpike, Mineola, New York 11501 has developed a software system which provides the Department of Sanitation with the ability to do sanitation collection routing and scheduling; and

WHEREAS, the RouteSmart system is an essential component of our sanitation collection routing and scheduling system; and

WHEREAS, the Routesmart program requires a maintenance, upgrades and technical support; and

WHEREAS, the cost for maintenance, upgrades and technical support for the period January 1, 2018 to December 31, 2018 is \$6,484.00; and

WHEREAS, the Commissioner of Sanitation recommends that it would be in the public interest and is in the best interests of the operation of the Town of Hempstead Department of Sanitation to authorize this expenditures;

WHEREAS, upon recommendation of the Commissioner the Town Board deems it to be in the public interest to authorize this expenditure; and

NOW, THEREFORE, BE IT

RESOLVED, that the expenditure for maintenance, upgrades and technical support for the Routesmart software program for the period January 1, 2018 to December 31, 2019 is hereby authorized and; BE IT FURTHER

RESOLVED, that the Comptroller is authorized to pay charges in an amount not to exceed \$6,484.00 for this service from the Department of Sanitation Fees & Services Operating Account Code #300-006-8110-4151.

The foregoing was adopted upon roll call as follows:

AYES: ()

NOES: ()

Item #

22

Case #

9177

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 THE MEADOWBROOK GREEN INFRASTRUCTURE, TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK.

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

WHEREAS, the Town has entered into a Subrecipient Agreement with GOSR for the purpose of implementing a NYRCR Project known as, Meadowbrook Green Infrastructure; and

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

WHEREAS, the Department of Engineering, in accordance with the Town's procurement policy, advertised a Request for Qualifications on March 23, 2018, and conducted an evaluation of all proposals submitted, recommends award to Cameron Engineering and Associates, LLP. ("the Consultant"); and

WHEREAS, the Consultant, having its principal office at 177 Parkways Cross Drive Woodbury, NY 11796 are duly licensed and qualified Professional Engineering firm under the laws of the State of New York; and

WHEREAS, the Consultant, herein submitted a Consulting Engineering Services Agreement on June 8, 2018 setting forth in detail the services to be performed, with a total amount not-to-exceed of \$364,108.00 representing that it is adequately staffed, skilled and experienced in the type of work proposed; and

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

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board authorizes the Commissioner of the Department of Engineering to execute, on behalf of the Town of Hempstead, the above referred to Agreement with Cameron Engineering and Associates, LLP. for consulting services pertinent to the Meadowbrook Green Infrastructure, 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 #

23

Case #

24970

DRAFT

**AGREEMENT
FOR CONSULTING ENGINEER**

THIS AGREEMENT, made this ____ day of _____, 2018, by and between the **Town of Hempstead**, a municipal corporation of the State of New York, having its principal office at the Town Hall, Town Hall Plaza, Hempstead, New York, hereinafter referred to as the "TOWN" and **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:

**TOWN OF HEMPSTEAD: MEADOWBROOK CORRIDOR GREEN
INFRASTRUCTURE**

WHEREAS, the Town deems it desirable and necessary to obtain the services of a consulting engineer for the purpose of assisting the Town with all basic services necessary for design, bidding, construction administration and construction inspection Meadowbrook Corridor Green Infrastructure.

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

WHEREAS, the Consultant herein submitted an engineering services qualification technical and cost proposal on January 12, 2018 which is hereby made part of this agreement, representing that they are adequately staffed, skilled and experienced in the type of work proposed, and represents further that they are staffed with personnel who are duly licensed and qualified as Professional Engineers under the laws of the State of New York; and

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

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

NOW, THEREFORE THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

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

Project Description

The Town of Hempstead seeks to utilize GOSR funding to implement storm water runoff management green infrastructure measures with the objective of reducing peak runoff flow entering the Meadowbrook Stream. The projects are focused on stormwater outfalls at four locations in Merrick:

- Camp Avenue
- Webster Avenue
- Michalicki Avenue
- Reid Avenue

The consultant will work to develop green infrastructure alternatives for these locations during the initial 30% design phase. After the green infrastructure alternatives are developed, the consultant will work with Town of Hempstead officials to assist with the selection of optimal green infrastructure measures that will best meet the objective of the project. A cost estimate will be developed to determine what option(s) will fit within the Towns overall budget for the project. Once the selection of optimal green infrastructure measures is completed, the consultant will develop construction bid documents in subsequent 60% , then perform bid services to procure a qualified contractor for installation of the selected measures. Once a qualified Contractor has been procured, the consultant will perform construction administration and construction inspection services until the project is delivered to the Town of Hempstead.

Scope of Work

The Consultant will assist the Town with all basic services necessary for design, bidding, construction administration and construction inspection for the installation of the selected green infrastructure measures. The work will be performed under the following phases:

- Task A – Design Report / 30% Design
- Task B – Design 30% through 100%
- Task C – Construction Administration
- Task D – Construction Inspection

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 A - Design Report / 30% Design	\$82,231
Task B - Design 30% through 100%.....	\$41,572
Task C - Construction Administration.....	\$25,884
Task D - Construction Inspection.....	\$29,950
Total Fee.....	\$179,637

B. The Fee allocated above include:

1. Task A Fees include:

- a. Cameron Engineering Fees = \$49,881
- b. Surveying Fees (Geostructure) = \$15,940
- c. Flow Monitoring (TBD) = \$12,060
- d. Cost estimating (NASCO) = \$3,000
- e. Reporting (MPACT) = \$1,350

2. Task B Fees include:

- a. Cameron Engineering Fees = \$37,222
- ~~b. Cost estimating (NASCO) = \$3,000~~
- c. Reporting (MPACT) = \$1,350

3. Task C Fees include:

- a. Cameron Engineering Fees = \$19,534
- b. Scheduling (DACK) = \$5,000
- c. Reporting (MPACT) = \$1,350

4. Task D Fees include:

- a. Cameron Engineering Fees = \$21,600
- b. Construction Inspection (Munoz) = \$27,000
- c. Reporting (MPACT) = \$1,350

C. The Fees 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 1-4. Partial payments for these tasks will be based upon percent of completion as determined by the Commissioner. 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 ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and the Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Town setting forth the provisions of this non-discrimination clause.

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

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**

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 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: _____

EXHIBIT A

SUPPLEMENTARY CONDITIONS FOR CONTRACTS

EXHIBIT B

**CBDG-DR FUNDED PROFESSIONAL SERVICES AGREEMENTS
IN THE NY RISING
COMMUNITY RECONSTRUCTION PROGRAM (1 PAGE)**

EXHIBIT C

INSURANCE REQUIREMENTS

A. Contractor shall procure and maintain without interruption, at its sole cost and expense, during the term of this Agreement (or any extensions thereof) and for a period of two years thereafter, insurance of the type, and with limits and deductibles, as follows:

- a. Commercial General Liability Insurance. Providing both bodily injury (including death) and property damage insurance with a limit not less than Two Million Dollars (\$2,000,000) in the aggregate and One Million Dollars (\$1,000,000) per occurrence. Such insurance is to be written on an occurrence basis with defense outside of limits. New York State, the New York State Housing Trust Fund Corporation, and the Subrecipient shall each be named as an additional insured.
- b. Automobile Liability and Property Damage Insurance. In an amount not less than One Million Dollars (\$1,000,000) combined single limit for both Bodily Injury and Property Damage.
- c. Professional Liability. If the Contractor is engaged in providing professional services under this Agreement, professional errors and omissions coverage with a limit not less than Two Million Dollars (\$2,000,000) in the aggregate and One Million Dollars (\$1,000,000) per occurrence. If the Contractor is not engaged in providing professional services under this Agreement, this professional errors and omissions coverage is not required.
- d. Worker's Compensation. Covering workers' compensation and employers' liability and disability benefits as required by the State of New York.
- e. Excess Liability Insurance. Not less than Eight Million Dollars (\$8,000,000) in the aggregate and per occurrence or per claim. This insurance shall be excess of the insurance in items 1, 2 and 3 above and shall be written on an occurrence and follow ~~form~~ basis. ~~New York State, the New York State Housing Trust Fund Corporation,~~ and the Subrecipient shall each be named as an additional insured for excess coverage with respect to the type of coverage set forth in item 1 above.

B. In addition to the foregoing, Contractor and any subcontractors shall procure and maintain any and all insurance which is required by any applicable current or future law, rule, regulation, ordinance, permit, license, order or other legal requirement.

C. All insurance shall be primary and non-contributory and shall waive subrogation against GOSR and the Subrecipient and all of either of their former, current, or future officers, directors, and employees. No deductible of more than \$50,000 shall be permitted without advance written approval by GOSR, which GOSR may withhold, condition or deny in its sole and exclusive discretion.

EXHIBIT D

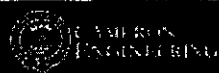
PROJECT TIMELINE AND MILESTONES

EXHIBIT E

SUBRECIPIENT CONTRACTOR UTILIZATION PLAN

EXHIBIT F

SECTION 3 CONTRACTOR PLAN



7-Jun-18									
TASK	Partner	Project Manager	Engineer I	Engineer II	Engineer III	CADD	Total Hrs	Cost	
	\$100.00	\$67.40	\$40.50	\$29.00	\$38.00	\$36.25			
Task A. Design Report 30%									
Review existing info	2	8					10		
Site visits	4	4	4	4			16		
H/H Modeling	2	6	40	8			56		
Drawings	2	8	16	16		40	82		
Cost Estimate review	1	6					7		
Series coord	1	8					9		
Boiling coord	1	8					9		
Flow Monitoring coord	2	4	8	8			18		
GOSR communications	2	8	8	4	24		46		
Permits	1	32	8	4			45		
IECP/Permits	1	8	8	4			21		
Meetings (3)	6	12			12		30		
Subtotal	25	116	82	44	36	40	353		
Total Task A-Cameron Fee	\$6,875	\$21,901	\$10,247	\$3,509	\$3,762	\$3,988		\$	49,881
Sub-Geostructure								\$	15,040
Sub-Rasco								\$	3,000
Sub-Flow Monitoring								\$	12,000
Sub-MFACT								\$	1,350
Total Task A Subs Fee								\$	32,350
Task A Total Fee								\$	82,231
Task B. Design 30 thru 100%									
Drawings	2	8	24	16		80	130		
Specifications	2	8	40	8			56		
ICs	2	6	24	8			42		
Meetings (2)	8	6					16		
GOSR communications	8	8			16		32		
Bid Phase	1	8					9		
Subtotal	23	48	88	32	16	80	287		
Total Task B-Cameron Fee	\$6,875	\$8,897	\$9,801	\$2,552	\$1,672	\$7,975		\$	37,272
Sub-Rasco								\$	5,000
Sub-MFACT								\$	1,350
Total Task B Subs Fee								\$	4,350
Task B Total Fee								\$	41,622
Task C. Construction Admin (office)									
Submittals	1	4	8	8			31		
Change Orders	1	4	8	6			22		
Monthly Meeting (5)	16	24					40		
RFIs	2	4	8	8			22		
Site Visits-tech staff		4					4		
Minutes/Updates	1	4					5		
Classroom	1	4					5		
Subtotal	22	48	24	24	0	0	118		
Total Task C-Cameron Fee	\$6,050	\$8,897	\$2,673	\$1,914	\$0	\$0		\$	19,539.80
Sub-MFACT								\$	1,000
Sub-MFACT								\$	1,350
Total Task C Subs Fee								\$	6,350
Task C Total Fee								\$	25,889.80
Task D. Const Inspection									
On-site (50 days)	1	8	8				17		
GOSR reporting	1	8			8		17		
Markup	1	8					9		
Subtotal	3	24	8	0	8	0	43		
Total Task D-Cameron Fee	\$825	\$4,448	\$851	\$0	\$836	\$0		\$	7,000.40
Sub-Muhor								\$	21,600
Sub-MFACT								\$	1,350
Total Task D Subs Fee								\$	22,950
Task D Total Fee								\$	49,950
Subconsultants Summary									
Task A. Geostructure-Manning/Field	WBE	9%						\$	35,940
Task A & B. Rasco Cost Estimating	WBE	3%						\$	6,000
Task C. Flow Monitoring								\$	12,000
Task C. DACK Schedule	WBE	3%						\$	5,000
Task D. Mune Construction	MBE	12%						\$	21,600
Task D. MFACT	MBE (Sec 3)	3%						\$	5,400
							Total	\$	66,000
Employee Total			73	236	212	100	60	120	
			\$20,025.00	\$45,742.60	\$25,611.50	\$7,875.00	\$6,270.00	\$11,962.50	
Multiplier 2.75			WBE \$ 26,910	15%					Total Design \$ 122,802.80
			MBE \$ 27,000	15%					Total Construction Admin \$ 25,889.80
			\$ 53,910						Total Construction Inspection \$ 29,950.40
									Total \$ 178,637

M/WBE UTILIZATION PLAN

INSTRUCTIONS: This form is submitted at the time of bid or procurement submission, or at the time of contract execution, or within a reasonable time thereafter as outlined in procurement submission instructions. This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each certified Minority and Women-owned Business Enterprise (M/WBE) under the contract. Attach additional sheets if necessary.

Subrecipient Name:	Town of Hempstead	Project Name:	Meadowbrook Corridor Green Infrastructure
Offeror's Name:	Cameron Engineering & Associates, LLP	Federal ID Number:	
Address:	177 Crossways Park Drive	Contract Number (if applicable):	
City State & Zip Code:	Woodbury, NY 11797	Phone:	516-827-4900
Location of Work:	Hempstead		

<i>M/WBE Target Goal</i>				<i>Proposed M/WBE Participation</i>			
<i>Category</i>	<i>Percentage</i>	<i>Amount</i>		<i>Category</i>	<i>Percentage</i>	<i>Amount</i>	
M/WBE	15 %	\$ 26,970		M/WBE	15 %	\$ 27,000	
M/WBE	15 %	\$ 26,970		M/WBE	15 %	\$ 26,940	
M/WBE	30 %	\$ 53,940		M/WBE	30 %	\$ 53,940	

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: Geostructure		X	[REDACTED]	Mapping & Land Surveying	\$15,940	TBD
	Address: 222 Greene Avenue Sayville, NY 11782						
	Email: anne@geostructurecorp.com						
	Phone: 631-766-6134						
B	Name: NASCO Construction Services Inc.		X	[REDACTED]	Cost Estimating	\$6,000	TBD
	Address: 200 Business Park Drive, Amsok, NY 10504						
	Email: Ehiney@nasco.com						
	Phone: 914-765-0984						
C	Name: Muñoz Engineering & Land Surveying P.C.	X		[REDACTED]	Construction Inspection	\$21,600	TBD
	Address: Eighth Avenue, Suite 2101 New York, NY 10018						
	Email: mbeigelmacher@munozenjin.com						
	Phone: 212-967-6588						
D	Name: DACK Consulting Solutions, Inc.		X	[REDACTED]	Scheduling	\$5,000	TBD
	Address: 2 William St. Ste 202, White Plains, NY 10601						
	Email: dack@dackconsulting.com						
	Phone: 914-686-7102						

Contractor Use:	
Name of Preparer: Mark Wagner, C.E.P., LEED AP	
Authorized Signature:	
Date: June 7, 2018	
Email: marketing@cameronengineering.com	
Phone: 516-827-4900	

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: Mpact Strategic Consulting, LLC	X	Section 3	[REDACTED]	MBE/WBE/Section 3 Reporting	\$5,400	TBD
	Address: 7205 Armeta Road, Unit 301248, Houston, TX 77230						
	Email: srobinson@mpact-consulting.com						
	Phone: 866-361-7611						
B	Name:						
	Address:						
	Email:						
	Phone:						
C	Name:						
	Address:						
	Email:						
	Phone:						
D	Name:						
	Address:						
	Email:						
	Phone:						

Contractor Use:	
Name of Preparer: Mark Wagner, C.E.P., LEED AP	
Authorized Signature:	
Date: June 7, 2018	
Email: marketing@cameronengineering.com	
Phone: 516-827-4900	



CAMERONENG

CMURPHY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/06/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Ames & Gough
859 Willard Street
Suite 320
Quincy, MA 02169

INSURED
Cameron Engineering & Associates, LLP
Cameron Engineering Planning and Landscape
Architecture, PC.
177 Crossways Park Drive
Woodbury, NY 11797

CONTACT
PHONE (A/C, No, Ext): (617) 328-6555 FAX (A/C, No): (617) 328-6888
E-MAIL ADDRESS: boston@amesgough.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Sentinel Insurance Company, LTD (XV)A+	11000
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
TYPE		INSR	TYPE		(MM/DD/YYYY)	(MM/DD/YYYY)	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	X	08SBWNN6997	05/07/2018	05/07/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 OTHER \$
GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJ. <input type="checkbox"/> I/O C <input checked="" type="checkbox"/> OTHER:							
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	08UEGAA8903	05/07/2018	05/07/2019	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTIONS 10,000	X	X	08SBWNN6997	05/07/2018	05/07/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 OTHER \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NY) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	08WEGEL7844	05/07/2018	05/07/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
If A box is checked, GL Endorsement Form# 88 00 08 0405 and Auto Endorsement Form# HA 99 17 1112, to the extent provided therein applies and all coverages are in accordance with the policy terms and conditions.

RE: Town of Hempstead-Meadowbrook Corridor Green Infrastructure Project
Town of Hempstead, Governor's Office of Storm Recovery and its successors and assigns, as well as New York State and the New York State Housing Trust Fund Corporation its successors and assigns, and its parent entities and their successors and assigns shall be listed as additional insured with respect to General, Auto and Umbrella Liability where required by written contract. General, Auto and Umbrella Liability is Primary & non-contributory. A Waiver of Subrogation and 30 Day Notice of Cancellation is provided in accordance with the policy terms and conditions.

CERTIFICATE HOLDER

Town of Hempstead
Town Hall Plaza
Hempstead, NY 11550

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Michael H. Kelly

ACORD:25 (2016/03)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/6/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER PG Genatt Group LLC 3333 NEW HYDE PARK RD SUITE 409 NEW HYDE PARK NY 11042	CONTACT NAME:	
	PHONE (A/C, No, Ext): 516-869-8788	FAX (A/C, No): 1-516-706-2973
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Berkley Insurance Company		32603
INSURED CAMEENGE Cameron Engineering & Associates, LLP 177 Crossways Park Drive Woodbury NY 11797	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 1235058982 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADJL SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO- <input type="checkbox"/> LCC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/PROP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	ARCHITECTS/ENGINEERS PROFESSIONAL LIABILITY		AEC902057400	5/7/2018	5/7/2019	5,000,000 PER CLAIM \$5,000,000 AGGREGATE \$50,000/\$150,000 DEDUCTIBLE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Project Name: Meadowbrook Corridor Green Infrastructure

CERTIFICATE HOLDER Town of Hempstead Town Hall Plaza Hempstead NY 11550	CANCELLATION 30 DAY SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING EMPLOYMENT OF de BRUIN ENGINEERING P.C. FOR CONSULTING SERVICES PERTINENT TO ROAD RAISING AND DRAINAGE IMPROVEMENTS- BELLMORE AND WANTAGH ROAD RAISING, TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK.

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

WHEREAS, the Town has entered into a Subrecipient Agreement with GOSR for the purpose of implementing a NYRCR Project known as, Road Raising and Drainage Improvements- Bellmore and Wantagh Road Raising; and

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

WHEREAS, the Department of Engineering, in accordance with the Town's procurement policy, advertised a Request for Qualifications on March 31, 2018, and conducted an evaluation of all proposals submitted, recommends award to de Bruin Engineering, P.C. ("the Consultant"); and

WHEREAS, the Consultant, having their principal office at 11 Union Avenue Bethpage, NY 11714 are duly licensed and qualified as Professional Engineers under the laws of the State of New York; and

WHEREAS, the Consultant, submitted a Consulting Engineering Services Agreement on June 7, 2018 setting forth in detail the services to be performed, with a total amount not-to-exceed of \$892,000.00 representing it is adequately staffed, skilled and experienced in the type of work proposed; and

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

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board authorizes the Commissioner of the Department of Engineering to execute, on behalf of the Town of Hempstead, the above referred to Agreement with de Bruin Engineering, P.C. for consulting services pertinent to Road Raising and Drainage Improvements- Bellmore and Wantagh Road Raising, Town of Hempstead, Nassau County, New York; and be it further

RESOLVED, 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 #

24

Case #

11502

**AGREEMENT
FOR CONSULTING ENGINEER**

DRAFT

THIS AGREEMENT, made this ____ day of _____, 2018, by and between the **Town of Hempstead**, a municipal corporation of the State of New York, having its principal office at the Town Hall, Town Hall Plaza, Hempstead, New York, hereinafter referred to as the "TOWN" and **de Bruin Engineering, P.C.**, 11 Union Ave, Bethpage, NY 11714 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:

**ROAD RAISING AND DRAINAGE IMPROVEMENTS - BELLMORE AND
WANTAGH ROAD RAISING**

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 Road Raising and Drainage Improvements - Bellmore and Wantagh road raising, 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 March 30, 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 intent of this project is to relieve the project roads from tidal and storm flooding by raising the roads and improve drainage systems at the following locations:

Shore Road area, Bellmore:

- Shore Road from Kerry Ln to Horace Ct;
- Marine Place, Navy Pl, and Army Pl from Shore Road to about 300' east of Shore Road;
- Horace Court and Hewlett Avenue from 300' east of Shore Rd to approximately 500' north of Horace Ct;
- Walters Ct from Hewlett Avenue to about 300' east of Hewlett Ln.

Wantagh area:

- Mermaid Avenue, between Bayport Ct and Canal Pl;
- Canal Place

Scope of Work

The Consultant will assist the Town with all basic services necessary for design, public meetings (3), bidding, and construction administration of the Road Raising and Drainage Improvements - Bellmore and Wantagh road raising, in accordance with the Work Plan detailed in the Consultant's technical proposal dated March 30, 2018. For each location the Town will provide the consultant with the watershed limits and drainage system data (catch basin and manhole locations, pipe sizes and inverts) developed in the report titled "Comprehensive Drainage Infrastructure Master Plan for the Bellmore/Merrick and Seaford/Wantagh Areas South of Merrick Road" prepared by Nelson & Pope Engineers & Surveyors.

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 #	Task	Fee
1	Survey	\$99,000.00
2	30% Design	\$85,000.00
3	60% Design	\$104,000.00
4	90% Design and permitting	\$83,000.00

5	100% Design	\$17,000.00
6	Easement Maps	\$85,000.00
7	Bid Phase	\$5,000.00
8*	Construction Administration and Full Time Inspection	\$414,000.00
	Total	\$892,000.00

B. The above does not include:

1. Permit application fees.

The Consultant will be reimbursed in the lump sum amounts shown above for Tasks 1-7. Partial payments for these tasks will be based upon percent of completion as determined by the Commissioner. *Task 8 is to be billed on a time card basis, not to exceed. For Construction Inspection services the following bill rate schedule, with a maximum multiplier of 2.2 included, shall not be exceeded:

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

A design schedule, including but not limited to the preparation of preliminary design or 30% Schematic design; design development or 60% design; draft final or 90% design and permitting 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:

**de Bruin Engineering, P.C.
11 Union Avenue
Bethpage, NY 11714**

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

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

XIV. The Town shall have the absolute right to abandon or suspend any work, and such action on its part shall in no event be deemed a breach of the contract. If any work shall be abandoned or suspended the Town will pay the Consultant at the rates listed in Section II for the services rendered by him to the date of such abandonment or suspension, in proportion to all the services to be rendered under the terms of this agreement, provided however, that such compensation shall in no event exceed the amount the Consultant would be entitled to pursuant to the provisions of Section II hereof.

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

XVI. In the event it is discovered at any phase of design that the estimated Total Project Construction Cost of the work is in excess of the Approved Construction Budget, or the bids received are in excess of the Approved Construction Budget, the Consultant shall revise, at its own cost and expense, all or any part of the Schematic Deliverables, the Design Development Deliverables, the Construction Documents or the Bid Documents necessary to bring the estimated Total Project Construction Cost within the Approved Construction Budget. In order to reduce the estimated Total Project Construction Cost to the Approved Construction Budget, the Consultant shall, in addition to the above, at the Town's request and at no additional cost to the Town, (i) provide value engineering to reduce the estimated Total Project Construction Cost to the Approved Construction Budget; (ii) assist the Town in redefining the scope of the Project; (iii) incorporate all scope reductions and Project modifications into the modified Schematic Deliverables, Design Development Deliverables, Construction Documents or Bid Documents; and (iv) develop and incorporate bid alternates into the Construction Documents and Bid Documents.

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

- Exhibit A - Supplementary Conditions for Contracts (Exhibit E, 32 pages)
- Exhibit B - CDBG-DR Funded Professional Services Agreements in the NY Rising Community Reconstruction Program (1 page)
- Exhibit C - Insurance requirements
- Exhibit D - Project Timeline or Milestones
- Exhibit E - Subrecipient Contractor Utilization Plan
- Exhibit F - Section 3 Contractor Plan

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

TOWN OF HEMPSTEAD

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

DE BRUIN ENGINEERING, P.C.

By: _____
Robert W. de Bruin, P.E.
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)

)ss.:

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)

)ss.:

COUNTY OF NASSAU)

On this _____ day of _____, 2018 before me personally came Robert W. de Bruin to me known and known to me, who, being by me by me duly sworn did depose and say that he resides at 18 Crestwood Road, Port Washington, NY 11050 and that he is the President of de Bruin Engineering, the Professional Corporation described in and which executed the foregoing instrument; that he knows the seal of said Professional Corporation, that the seal affixed to said instrument is such seal; that it was so affixed by order of said Professional Corporation, and that he signed his name thereto by like order.

Notary Public, State of New York

EXHIBIT A

SUPPLEMENTARY CONDITIONS FOR CONTRACTS

DEFINITIONS

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

“Subrecipient”: _____

“Contractor”: _____

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

ORDER OF PRECEDENCE

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

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

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

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

PART I: REQUIRED FEDERAL PROVISIONS

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

GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CIVIL RIGHTS AND DIVERSITY PROVISIONS

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

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

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

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

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

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

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

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

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

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

22. NONDISCRIMINATION.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female Construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the Program are reflected in the contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246 or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs.

12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, Construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of

requirements for hiring of local or other areas residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

23. CERTIFICATION OF NONSEGREGATED FACILITIES (Applicable to construction contracts exceeding \$10,000). The Contractor certifies that it does not maintain or provide for its establishments, and that it does not permit employees to perform their services at any location, under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for employees any segregated facilities at any of its establishments, and it will not permit employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this certification is a violation of the nondiscrimination clause of this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

The Contractor further agrees that (except where it has obtained for specific time periods) it will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the nondiscrimination clause; that it will retain such certifications in its files; and that it will forward the preceding notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

24. SECTION 503 OF THE REHABILITATION ACT OF 1973 (Applicable to contracts exceeding \$10,000). The Contractor shall comply with section 503 of the Rehabilitation Act of 1973 (29 U.S.C. § 793), as amended, and any applicable regulations.

- A. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:
1. Recruitment, advertising, and job application procedures;
 2. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
 3. Rates of pay or any other form of compensation and changes in compensation;
 4. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
 5. Leaves of absence, sick leave, or any other leave;

6. Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
 7. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
 8. Activities sponsored by the Contractor including social or recreational programs; and
 9. Any other term, condition, or privilege of employment.
- B. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
- C. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
- D. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The Contractor must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).
- E. The Contractor will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.
- F. The Contractor will include the provisions of this clause in every subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

25. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968
(Applicable to contracts exceeding \$100,000 in value for housing construction, rehabilitation, or other public construction).

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 C.F.R. Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, the availability of apprenticeship and training positions, the qualifications for each, the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.
- D. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. Part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 135.
- E. The Contractor will certify that any vacant employment positions, including training positions, that are filled: (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. Part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 C.F.R. Part 135.
- F. Noncompliance with HUD's regulations in 24 C.F.R. Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of

contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

- H. Irrespective of any applicable federal reporting requirements as noted in the statutory language above or otherwise, Contractor shall submit quarterly reports along with any supporting documentation, in a form acceptable to Subrecipient, of its Section 3 compliance efforts to Subrecipient. Contractor may be required to consolidate all reports received from subcontractors and lower-tiered subcontractors into a single report or several reports as reasonably requested by Subrecipient. Notwithstanding the provision of such reports and supporting documentation, Contractor shall maintain copies of all reports and supporting documents as set forth in these Supplementary Conditions.

26. FAIR HOUSING ACT. Contractor shall comply with the provisions of the Fair Housing Act of 1968 as amended. The act prohibits discrimination in the sale or rental of housing, the financing of housing or the provision of brokerage services against any person on the basis of race, color, religion, sex, national origin, handicap or familial status. Contractor shall comply with the provisions of the Equal Opportunity in Housing Act, which prohibits discrimination against individuals on the basis of race, color, religion, sex or national origin in the sale, rental, leasing or other disposition of residential property, or in the use or occupancy of housing assisted with federal funds.

LABOR PROVISIONS

27. COPELAND "ANTI-KICKBACK" ACT (Applicable to all construction or repair contracts). Salaries of personnel performing work under this contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the Copeland "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; 18 U.S.C. § 874; and 40 U.S.C. § 276c). The Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to ensure compliance by subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

28. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (Applicable to construction contracts exceeding \$2,000 and contracts exceeding \$2,500 that involve the employment of mechanics or laborers). The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-330) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

All laborers and mechanics employed by contractors or subcontractors shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act, and the contractors and subcontractors shall comply with all regulations issued pursuant to that act and with other applicable federal laws and regulations pertaining to labor standards.

29. DAVIS-BACON ACT AND OTHER LABOR COMPLIANCE (Applicable to construction contracts exceeding \$2,000 when required by federal program legislation).

The Contractor shall comply with the Davis Bacon Act (40 U.S.C. §§ 276a to 276a-7) as supplemented by Department of Labor regulations (29 C.F.R. Part 5), and all other applicable federal, state, and local laws and regulations pertaining to labor standards insofar as they apply to the performance of this agreement. In addition, Contractor shall comply with the Federal Labor Standards Provisions set forth in Form HUD-4010, available at http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_12586.pdf.

All laborers and mechanics employed by contractors or subcontractors, including employees of other governments, on construction work assisted under this contract, and subject to the provisions of the Federal acts and regulations listed in this paragraph, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis Bacon Act. The Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to Subrecipient and GOSR for review upon request.

If Contractor is engaged under a contract in excess of \$2,000 for construction, renovation, or repair work financed in whole or in part with assistance provided by GOSR, Contractor agrees, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, to comply and to cause all subcontractors engaged under such contracts to comply with federal requirements adopted by GOSR pertaining to such contracts and with the applicable requirements of the Department of Labor under 29 C.F.R. Parts 1, 3, 5, and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is to relieve Contractor of its obligation, if any, to require payment of the higher wage. Contractor shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

ENVIRONMENTAL PROVISIONS

30. ENERGY EFFICIENCY. The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the New York State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

31. SOLID WASTE DISPOSAL. Pursuant to 2 CFR § 200.322, Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (codified at 42 USC § 6962). The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

32. CERTIFICATION OF COMPLIANCE WITH ENVIRONMENTAL LAWS.

The Contractor and all subcontractors agree to comply with the following requirements (and their state and/or local counterparts or analogues, if any) insofar as they apply to the performance of this Agreement as any of the following may hereinafter be amended, superseded, replaced, or modified:

- A. Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951, 3 C.F.R., 1977 Comp., p. 117, as interpreted at 24 C.F.R. Part 55), and Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961, 3 C.F.R., 1977 Comp., p. 121);
- B. Coastal Zone Management Act of 1972, as amended (16 U.S.C. § 1451 *et seq.*);
- C. Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300(f) *et seq.*, and 21 U.S.C. § 349, as amended), and EPA regulations for Sole Source Aquifers (40 C.F.R. Part 149);
- D. Endangered Species Act of 1973, as amended (16 U.S.C. § 1531 *et seq.*);
- E. Wild and Scenic Rivers Act of 1968, as amended (16 U.S.C. § 1271 *et seq.*);
- F. Clean Air Act, as amended (42 U.S.C. § 7401 *et seq.*);
- G. EPA regulations for Determining Conformity of Federal Actions to State or Federal Implementation Plans (40 C.F.R. Parts 6, 51, and 93);
- H. Farmland Protection Policy Act of 1981 (7 U.S.C. § 4201 *et seq.*), and USDA regulations at 7 C.F.R. Part 658;
- I. HUD criteria and standards at 24 C.F.R. Part 51;
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, Feb. 11, 1994 (59 FR 7629, 3 C.F.R., 1994 Comp. p. 859);
- K. Flood Disaster Protection Act of 1973, as amended (42 U.S.C. § 4001-4128);

- L. National Flood Insurance Reform Act of 1994 (42 U.S.C. § 5154a);
- M. Coastal Barrier Resources Act, as amended by the Coastal Barrier Improvement Act of 1990 (16 U.S.C. § 3501);
- N. Runway Clear Zone regulations (24 C.F.R. Part 51);
- O. Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251, *et seq.*), commonly known as the Clean Water Act, and all regulations and guidelines issued thereunder;
- P. Environmental Protection Agency ("EPA") regulations at 40 C.F.R. Part 50, as amended;
- Q. HUD regulations at 24 C.F.R. Part 51, Subpart B, and New York State and local laws, regulations, and ordinances related to noise abatement and control, as applicable;
- R. HUD regulations at 24 C.F.R. Part 51 Subpart C regarding siting of projects near hazardous operations handling conventional fuels or chemicals of an explosive or flammable nature;
- S. HUD and EPA regulations related to asbestos-containing material and lead-based paint, including but not limited to Part 56 of Title 12 of the Official Compilation of Codes, Rules and Regulations of the State of New York Department of Labor (12 NYCRR 56), the National Emission Standard for Asbestos (40 C.F.R. § 61.145), the National Emission Standard for Asbestos (40 C.F.R. § 61.150), and 24 C.F.R. Part 35 Subparts B, H, and J; and
- T. All other applicable environmental laws that may exist now or in the future.

Further, Contractor shall abide by any conditions or requirements set forth in any environmental review performed pursuant to 24 C.F.R. Part 58, which are HUD's regulations for Responsible Entities implementing the National Environmental Policy Act.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the Subrecipient, the following:

- A. A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the Excluded Party Listing System pursuant to 40 C.F.R. Part 32 or on the List of Violating Facilities issued by the EPA pursuant to 40 C.F.R. Part 15, as amended.
- B. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. § 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. § 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

- C. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the Excluded Party Listing System or the EPA List of Violating Facilities.
- D. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraphs A through D of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

PART II: REQUIRED STATE PROVISIONS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "Contract") agree to be bound by the following clauses which are hereby made a part of the Contract.

1. **ACCOUNTING RECORDS.** The Contractor shall establish and maintain complete Records, including accurate books, records, documents, accounts and other evidence directly pertinent to performance of work done for the Subrecipient under this Contract consistent with generally accepted bookkeeping practices. Subrecipient shall retain the Records, including all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement (i) for three (3) years from the time of closeout of HUD's grant to the State or for the period provided in the CDBG regulations at 24 CFR 570.487 (or other applicable laws and program requirements) and 24 CFR 570.488, or (ii) for six (6) years after the completion of a CDBG-DR funded project pursuant to 42 USC 12707(a)(4) and New York Civil Practice Law and Rules § 213, whichever may be longer, provided that Section 16 of the Required Federal Provisions herein is also satisfied. The Subrecipient, GOSR, and any person or entity authorized to conduct an examination shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The Subrecipient and GOSR shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform the Subrecipient and GOSR, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the Subrecipient's or GOSR's right to discovery in any pending or future litigation.

2. **NON-ASSIGNABILITY.** This Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous consent in writing of the Subrecipient and GOSR, and any attempts to assign the Contract without such written consent are null and void. However, this Contract shall be binding upon and inure to the benefit of the Subrecipient and GOSR, and their successors and assigns.

3. **INDEMNITY.** The Contractor shall indemnify and hold New York State and the Housing Trust Fund Corporation and their employees, officers, Members and Directors (collectively, the "Indemnittees") harmless from and against all claims, demands, liability, loss, cost, damage or expense, including attorney's fees, which may be incurred by the Indemnittees because of negligence or malfeasance on the part of the Contractor arising out of this Contract.

4. **NON-DISCRIMINATION.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any

employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status, domestic violence victim status, pregnancy, religious practice, presence of a service animal, or criminal conviction. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. Contractor is subject to fines of \$50 per person per day for any violation of Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

If directed to do so by the State Commissioner of Human Rights ("Commissioner"), the Contractor will send to each labor union to which the Contractor is bound a notice provided by the Commissioner advising of this provision. The Contractor will keep posted in conspicuous places notices of the Commissioner regarding laws against discrimination. The Contractor will state in all advertisements for employees that all qualified applicants will be afforded equal opportunities without discrimination because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status.

If the Contractor has fifteen or more employees, it is an unlawful employment practice for the Contractor to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to the individual's compensation, terms, conditions, or privileges of employment, or to limit, segregate, or classify employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect an individual's status as an employee, because of such individual's race, color, religion, sex, or national origin, or because an individual opposed any practice made unlawful by Title VII of the Civil Rights Act of 1964, as amended, or because he or she made a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under that Title, and that it shall be an unlawful employment practice to print or publish or cause to be printed or published any notice or advertisement relating to employment indicating any preference, limitation, specification, or discrimination on the basis of race, color, religion, sex, or national origin.

If the Contractor has fifteen or more employees, the Contractor: (1) will make and keep such records relevant to the determinations of whether unlawful employment practices have been or are being committed; (2) will preserve such records for such periods as the Equal Employment Opportunity Commission ("EEOC") shall prescribe by regulation; (3) will make such reports therefrom as the EEOC shall prescribe by regulation or order; (4) must post and keep posted in conspicuous places upon its premises where notices to employees and applicants for employment are customarily posted a notice prepared or approved by the EEOC setting forth excerpts from, or summaries of, pertinent provisions of Title VII of the Civil Rights Act of 1964, as amended, and information pertinent to the filing of a complaint.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will comply with all non-discriminatory employment practices, will furnish all information deemed necessary by the Commissioner, and will permit the Commissioner access to its records to ascertain compliance. The Contractor will bind all subcontractors hired to perform services in connection with this Contract to the requirements of this section, take such action for enforcement as the Commissioner may direct, and notify the Commissioner if such action results in litigation. This Contract may be terminated by Subrecipient upon the Commissioner's finding of non-compliance with this section, and the Contractor may be declared ineligible for future contracts with an agency of the state or a public authority until the Contractor satisfies the Commissioner of compliance.

5. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby the Agency or Agencies, is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the Agency or Agencies, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

- A. The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on Subrecipient's contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;
- B. At the request of the Subrecipient or GOSR, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and
- C. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of this Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of A through C above in every subcontract. Section 312 does not apply to: (i) work, goods or services unrelated to this Contract; or (ii) employment

outside New York State. Subrecipient and GOSR shall consider compliance by a Contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The Subrecipient and GOSR shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, Subrecipient and GOSR shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

6. OPPORTUNITIES FOR MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES. Contractor shall make a good faith effort to solicit active participation by enterprises identified in the New York State Minority and Women-Owned Business Enterprises Directory of Certified Firms in order to promote Subrecipient's obligation to make good-faith efforts to promote and assist the participation of certified M/WBEs through the use of contractors and their subcontractors in an amount equal to fifteen percent (15%) minority-owned business enterprises ("MBE") and fifteen percent (15%) women-owned business enterprises ("WBE").

Contractor agrees to be bound by the provisions of Section 316 of Article 15-A of the Executive Law, which pertain to enforcement of Article 15-A.

7. PROPRIETARY INFORMATION. All memoranda, analyses, spreadsheets and other pertinent documents or writings, including reports and financial statements developed or prepared by, or for, the Contractor in connection with the performance of this Contract are "Proprietary Information" and shall be, and remain, the property of the Subrecipient. All original documents constituting Proprietary Information shall be delivered to the Subrecipient by the Contractor, or any subcontractor, or any other person possessing them, upon the termination of this Contract or upon the earlier request of the Subrecipient, except that the Contractor may retain copies for its files. Proprietary Information may not be utilized, disclosed or otherwise made available to other persons by the Contractor without the prior written approval of the Subrecipient. The provisions of this section shall be in addition to, and not in derogation of, any duty imposed upon the Contractor by any law, regulation or rule governing professional conduct respecting confidentiality.

8. COPYRIGHT. If this Agreement results in any copyrightable material or inventions, the Subrecipient, GOSR, and/or HUD reserve the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes. This clause shall survive indefinitely the termination of this Agreement for any reason.

9. ENVIRONMENTAL LAWS. Contractor shall comply with any and all applicable New York State and local environmental laws, including all permits and approvals issued thereunder. Additionally, Contractor shall comply with any and all conditions or requirements set forth in an environmental review performed pursuant to the State Environmental Quality Review Act.

10. **SECTION HEADINGS.** The caption of sections in this Contract are inserted solely for convenience of reference and are not intended to define, limit, or describe the scope of this Contract or any provision hereof or to otherwise affect this Contract in any way. The section headings shall not be considered in any way in construing this Contract.

11. **COUNTERPARTS.** This Contract may be executed in any number of counterparts. Each such counterpart shall be deemed to be a duplicate original. All such counterparts shall constitute but one and the same instrument.

12. **GOVERNING LAW.** This Contract has been executed and delivered in, and shall be construed and enforced in accordance with the laws of, the State of New York. In the event of conflict between New York State law and federal laws and regulations, the latter shall prevail.

13. **WORKERS' COMPENSATION.** This Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

14. **NO ARBITRATION.** Disputes involving this Contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

15. **SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), the Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service of process hereunder shall be complete upon the Contractor's actual receipt of process or upon the Subrecipient's receipt of the return thereof by the United States Postal Service as refused or undeliverable. The Contractor must promptly notify the Subrecipient, in writing, of each and every change of address to which service of process can be made. Service of process by the Subrecipient to the last known address shall be sufficient. The Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

16. **NON-COLLUSIVE BIDDING CERTIFICATION.** If this Contract was awarded based upon the submission of a bid or proposal, the Contractor affirms, under penalty of perjury, that the prices in its bid or proposal were arrived at independently, without collusion, consultation, communication, or agreement, for the purpose of restricting competition, or as to any matter relating to such prices with any other Contractor or with any competitor.

17. **LOBBYING REFORM LAW DISCLOSURE.** If the procurement of the goods or services provided herein were applicable to Lobbying Reform Law Disclosure as pursuant to State Finance Law §§139-j and 139-k, the Subrecipient reserves the right to terminate this Contract in the event it is found that the certification filed by the Offerer/Bidder in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the Subrecipient may exercise their termination right by providing written notification to the Contractor.

18. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

19. GENERAL RESPONSIBILITY LANGUAGE. The Contractor shall at all times during Contract term remain responsible. The Contractor agrees, if requested by Subrecipient or GOSR, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

For purposes of this Agreement, Contractor responsibility generally means that the Contractor has the integrity to justify the award of public dollars and the capacity to perform the requirements of this Contract fully. In connection herewith, to the extent that the Subrecipient may make certain determinations with respect to Contractor responsibility, wherein the Subrecipient determines whether it has reasonable assurances that a Contractor is responsible, is an important part of the procurement process, promoting fairness in contracting, mitigating contract issues, and protecting the Contractor and the Subrecipient against failed contracts. In making such a responsibility determination, the Subrecipient shall evaluate the Contractor's responsibility with respect to four factors: (i) financial and organizational capacity; (ii) legal authority to do business in New York State; (iii) integrity; and (iv) previous performance.

20. SUSPENSION OF WORK (for Non-Responsibility). The Subrecipient reserves the right to suspend any or all activities under this Contract, at any time, when the Subrecipient discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Subrecipient issues a written notice authorizing a resumption of performance under the Contract.

21. TERMINATION (for Non-Responsibility). Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate Subrecipient staff, the Contract may be terminated by the Subrecipient at the Contractor's expense where the Contractor is determined by the Subrecipient to be non-responsible. In such event, the Subrecipient may complete the contractual requirements in any manner they deem advisable and pursue available legal or equitable remedies for breach.

22. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or

extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the Subrecipient.

During the term of the Contract, should the Subrecipient receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the Subrecipient will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the Subrecipient shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The Subrecipient reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

PART III: INSURANCE

A. Unless otherwise directed by GOSR, Contractor shall procure and maintain without interruption, at its sole cost and expense, during the term of this Agreement (or any extensions thereof) and for a period of two years thereafter, insurance of the type, and with limits and deductibles, as follows:

a. Commercial General Liability Insurance and Excess Liability Insurance. Providing both bodily injury (including death) and property damage insurance with limits in the aggregate and per occurrence in accordance with the following table:

Contract Value	Commercial General Liability in combination with Excess (Umbrella) Liability	
	Each Occurrence	General Aggregate
< \$10M	\$2,000,000	\$2,000,000
>\$10M - \$50M	\$5,000,000	\$5,000,000
>\$50M	\$10,000,000	\$10,000,000

Such insurance is to be written on an occurrence basis with defense outside of limits. New York State, the New York State Housing Trust Fund Corporation, and the Subrecipient shall each be named as an additional insured. The minimum required level of insurance may be provided through a combination of commercial general liability and umbrella and/or excess liability policies.

- b. Automobile Liability and Property Damage Insurance. In an amount not less than One Million Dollars (\$1,000,000) combined single limit for both Bodily Injury and Property Damage.
- c. Professional Liability. If the Contractor is engaged in providing professional services under this Agreement, professional errors and omissions coverage with a limit not less than Two Million Dollars (\$2,000,000) in the aggregate and One Million Dollars (\$1,000,000) per occurrence. If the Contractor is not engaged in providing professional services under this Agreement, this professional errors and omissions coverage is not required.
- d. Worker's Compensation. Covering workers' compensation and employers' liability and disability benefits as required by the State of New York.

B. In addition to the foregoing, Contractor and any subcontractors shall procure and maintain any and all insurance which is required by any applicable current or future law, rule, regulation, ordinance, permit, license, order or other legal requirement.

C. All insurance shall be primary and non-contributory and shall waive subrogation against GOSR and the Subrecipient and all of either of their former, current, or future officers, directors, and employees. No deductible of more than \$50,000 shall be permitted without

advance written approval by GOSR, which GOSR may withhold, condition or deny in its sole and exclusive discretion.

- D. The Contractor shall provide Certificates of Insurance to GOSR and the Subrecipient prior to the commencement of work and shall provide full and complete copies of the actual policies and all endorsements upon request. Subcontractors under this Agreement shall be required to maintain insurance meeting all of the requirements set forth in Section A above for items a-d; however Contractor shall require subcontractors to maintain greater limits and/or other or additional insurance coverages if greater limits and/or other or additional insurance coverages are (a) generally imposed by the Contractor given its normal course of business for subcontracts for similar work or services to those being provided by the subcontractor at issue; or (b) reasonable and customary in the industry for similar work or services to those anticipated hereunder.
- E. If the above insurance requirements are potentially excessive because they exceed the type and/or amount of insurance which is reasonable and customary for similar work or services in the same general geographic area, Contractor shall, within fifteen (15) calendar days of the execution of this Agreement, provide written notice of the same to GOSR, along with a written summary of the type and amount of insurance Contractor believes is reasonable and customary for similar work or services in the same general geographic area. GOSR may, in GOSR's sole and exclusive discretion, but is under no obligation to, waive, decrease, or otherwise alter or amend the insurance requirements in light of this notice. However, notwithstanding anything to the contrary herein, nothing in this paragraph requires or shall be deemed to require GOSR to waive, decrease, alter or amend, in whole or in part, any insurance requirements as a result of the foregoing notice from Contractor or for any other reason, and no waiver, decrease, alteration or amendment shall be made except as approved in advance and in writing by GOSR.
- F. If the above insurance requirements are potentially inadequate because they do not meet or exceed the type and/or amount of insurance which is reasonable and customary for similar work or services in the same general geographic area, Contractor shall, within fifteen (15) calendar days of the execution of this Agreement, provide written notice of the same to GOSR, along with a written summary of the type and amount of insurance Contractor believes is reasonable and customary for similar work or services in the same general geographic area. GOSR may, in GOSR's sole and exclusive discretion, but is under no obligation to increase, supplement, expand, or otherwise alter or amend the insurance requirements in light of this notice. However, notwithstanding anything to the contrary herein, nothing in this paragraph requires or shall be deemed to require GOSR to increase, supplement, expand, or otherwise alter or amend, in whole or in part, any insurance requirements as a result of the foregoing notice from Contractor or for any other reason, and no increase, supplement, expansion or other alteration or amendment shall be made except in an amendment to this Agreement, as approved in advance and in writing by GOSR.

PART IV: REPORTING

Elation Systems, Inc. is a provider of cloud-based diversity and labor compliance reporting and management services. The Governor's Office of Storm Recovery (GOSR) has adopted this web-based compliance management system to help all of its Contractors, Subrecipients, and Subrecipient's Contractors receiving federal funds to adhere to Labor Compliance (Davis-Bacon), Minority and Women Owned Business (MWBE) and Section 3 reporting requirements.

Contractors, Subrecipients, and Subrecipient's Contractors must comply with instructions from GOSR on how and when to meet all reporting requirements, and how to utilize Elation to satisfy those requirements.

To this end, all Contractors, Subrecipients, and Subrecipient's Contractors must register with Elation Systems and attend an online training on the use of this tool. GOSR offers a series of virtual training events. GOSR requires all parties receiving federal funds through GOSR programs to use the Elation Systems application to make reporting requirements easier, faster and simpler to complete.

Prior to participating in training, it is necessary to create an Elation account. An account may be created at <https://www.elationsys.com/app/Registration/>.

Questions related to reporting requirements should be directed to GOSR's Monitoring and Compliance team at stormrecovery.dl.gosr-monitoring&compliance@stormrecovery.ny.gov.

EXHIBIT B

**CBDG-DR FUNDED PROFESSIONAL SERVICES AGREEMENTS
IN THE NY RISING
COMMUNITY RECONSTRUCTION PROGRAM (1 PAGE)**

07/27/2015

**CDBG-DR Funded Professional Services Agreements in the
NY Rising Community Reconstruction Program**

- Pursuant to your Subrecipient Agreement, you must include the most recent version of the Governor's Office of Storm Recovery Supplementary Conditions for Contracts (Supplementary Conditions), a version of which was attached to that Subrecipient Agreement as Exhibit E, in any contract you enter into under that Subrecipient Agreement for the purpose of implementing a NY Rising Community Reconstruction Program project. In order to do so, you must:
 1. Attach the most recent version of the Supplementary Conditions to your professional services agreement prior to execution; and
 2. Enter the names of the Subrecipient and the Contractor in the Definitions section of the Supplementary Conditions; and
 3. Include the following language in your professional services agreement, or similar language that incorporates the provisions of the Supplementary Conditions into your professional services agreement. Please note that "Contract" must be defined in your agreement, and can be replaced with "Agreement" or other language as applicable.

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

- Please note that:
 - You must obtain GOSR's consent prior to entering into an agreement with any contractor that will provide services under that Subrecipient Agreement.
 - In the case of a contractor procured using a Request for Qualifications where there is no price competition, profit must be negotiated as a separate element of the price for the contract.
 - "Cost plus a percentage of cost" and "percentage of construction cost" methods of contracting are not permitted.
 - Your agreement must include performance measures; for example, a schedule or timeframe for submission of deliverables with penalties if goals are not met.

Should you have any questions please contact your GOSR Regional Lead and/or Project Coordinator.

25 Beaver Street | New York, NY 10004 | Recovery Hotline: 1-855-NYS-Sandy | www.stormrecovery.ny.gov

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

Task	Completion Date
Notice to Proceed	6/26/18
1 - Survey	8/07/18
2 - 30% Design	9/15/18
3 - 60% Design	11/14/18
4 - 90% Design	1/09/19
5 - 100% Design	1/22/19
6 - Bid and Award	3/22/19
7 - Construction (52 weeks)	3/23/20

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.

Subrecipient Name:	Town of Hempstead	Project Name:	Road Raising and Drainage Improvements Wantagh Road Raising
Offeror's Name:	de Bruin Engineering, PC	Federal ID Number:	[REDACTED]
Address:	11 Union Avenue	Contract Number (if applicable):	
City State & Zip Code:	Bethpage, NY 11714	Phone:	516-513-1313
Location of Work:	Bellmore & Wantagh , NY		

<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>
<i>M/WBE</i>	15 %	\$ 134,000	<i>M/WBE</i>	15 %	\$ 134,000
<i>WBE</i>	15 %	\$ 134,000	<i>WBE</i>	19 %	\$ 166,500
<i>Totals</i>	30 %	\$ 268,000	<i>Totals</i>	34 %	\$ 300,500

1. Certified M/WBE Subcontractors/Suppliers Information:		Classification NYS-ESD Certified (Choose One Only)		Federal ID No. :	Detailed Description of Work:	Dollar Value of Subcontractors/Supplies/Services	Intended performance dates on each component of the contract
		MBE	WBE				
A	Name: Gayron de Bruin Surv. & Eng.		X	[REDACTED]	Survey and GIS		6/26 to 8/07 - 2018
	Address: 11 Union Avenue, Bethpage, NY						
	Email: cgayron@gayrondebruin.com						
	Phone: 516-579-3111						
B	Name: Field Associates	X		[REDACTED]	Engineering - Quality Assurance		8/22/18 to 1/22/19
	Address: 379 Nassau Road, Roosevelt, NY						
	Email: lfield2272@gmail.com						
	Phone:						
C	Name: MXMI Engineering PC	X		[REDACTED]	Construction Inspection		3/22 to 3/23 - 2019
	Address: 132 W. 31st St, NY, NY						
	Email: shahab@mxmi.com						
	Phone:						
D	Name:						
	Address:						
	Email:						
	Phone:						

Contractor Use:

Name of Preparer: Robert W. de Bruin

Name of Approver: Robert W. de Bruin

Authorized Signature:

Date: June 6, 2016

Email: debruin@debruinengineering.com

Phone: 516-513-1314

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

de Bruin Engineering, P.C. agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the City of _____.

- 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 de Bruin Engineering, P.C., 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

5/08/18

Date

Signature

Title

Date

CONTRACTOR/SUBCONTRACTOR'S SECTION 3 TABLES A & B, IF REQUIRED

TABLE A

PROPOSED SUBCONTRACTS BREAKDOWN

FOR THE PERIOD COVERING 6/26/18 THROUGH 3/23/20

(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*
Surveying (1)	1	\$166,500	1	\$166,500
Engineering Quality Assurance (2)	1	\$28,000	1	\$28,000
Inspection (3)	1	\$106,000	0	\$0
(1) This contract will be awarded to Gayron de Bruin, a certified WBE				
(2) This contract will be awarded to Field Associates, a certified Section 3 firm and MBE				
(1) This contract will be awarded to MXML, a certified MBE				

*The Project Area is coextensive with the City of Nassau / Suffolk's boundaries.

de Bruin Engineering, PC

Road Raising and Drainage Improvements Bellmore and
Wantagh Road Raising

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	3	3	0	0
Technicians	1	1	0	0
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 Nassau/Suffolk whose family income does not exceed 80% of the median income in the State.

de Bruin Engineering, P.C.

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING REIMBURSEMENT OF FEES
FOR APPOINTMENT AS NOTARY PUBLIC TO
NASRIN G. AHMAD, DEPUTY COMMISSIONER
DEPARTMENT OF PARKS AND RECREATION**

WHEREAS, it is necessary that the Department of Parks and Recreation have available at all times the services of a person who is a certified notary public; and

WHEREAS, it is deemed necessary and in the public interest to have the Deputy Commissioner become commissioned and certified as a notary public.

NOW, THEREFORE, BE IT

RESOLVED, that Nasrin G. Ahmad, Deputy Commissioner of the Department of Parks and Recreation is authorized to apply for appointment and certification as a notary public and that she be reimbursed for the actual and necessary fees in connection therewith, not to exceed an amount of \$60.00, such reimbursement to be made from and charged to the Department of Parks and Recreation Fees and Services Account No. 400-007-7110-4151.

The foregoing resolution was adopted upon roll call as follows:

AYES: ()
NOES: ()

Item # 25

Case # 27626

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and
moved its adoption:

RESOLUTION AUTHORIZING THE OFFICE OF
THE TOWN ATTORNEY TO SETTLE THE CLAIM
OF IRA EXELBERT AND CELIA EXCELBERT
IN THE AMOUNT OF \$50,000.00.

WHEREAS, Ira Exelbert and Celia Excelbert, by their
attorneys, Pugatch & Nikolis, with offices in Mineola, New York,
made a claim against the Town of Hempstead for personal injuries
Ira Exelbert sustained when he fell in Town of Hempstead Parking
Field B-6 in Bellmore, New York on February 5, 2015; 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 Ira Exelbert and Celia Exelbert to recover for
personal injuries sustained by Ira Exelbert as a result of said
accident; and

WHEREAS, after jury selection and prior to trial at a court
conference before Justice Antonio Brandveen, a proposal was made
between Pugatch & Nikolis, attorneys for Ira Exelbert, and the
Town of Hempstead trial counsel to settle the personal injury
claim of Ira Exelbert in the amount of \$50,000.00; and

WHEREAS, the attorneys for Ira Exelbert and Celia Exelbert
have forwarded a stipulation discontinuing action and 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 representatives for
the Town of Hempstead and the Office of the Town Attorney
recommend that this case be settled in the amount proposed as
being 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 Ira Exelbert
and the related claim of Celia Exelbert in the amount of
\$50,000.00 regarding an accident occurring on January 5, 2015,
said amount to be paid out of the Parking Fields Fund Tort
Liability Account.

The foregoing resolution was adopted upon roll call
as follows:

AYES:

NOES:

Item #

26

Case #

10889

CASE NO.

RESOLUTION NO.

Adopted:
Offered the following resolution and moved its adoption as follows:

RESOLUTION AUTHORIZING SPONSORSHIPS FOR THE TOWN OF HEMPSTEAD 2018 CALENDAR

WHEREAS, the Town of Hempstead Office of Communications and Public Affairs prepares an annual calendar containing information with respect to various programs and schedules; and

WHEREAS, sponsors have offered to sponsor the 2018 calendar with monetary donations for this project (the "Sponsorship"); and

WHEREAS, such Sponsorship will include advertisement boxes in the calendar in a form as provided by each respective sponsor; and

WHEREAS, the Town received the following Sponsorships for the Town's 2018 Calendar:

NAME	SPONSORSHIP
Covanta Energy 600 Merchants Concourse Westbury, NY 11590	\$2,400.00
Electrical Inspectors, Inc. 300 East Meadow Avenue East Meadow, NY 11554	\$2,000.00
Freeport Self Storage 73 East Merrick Road Freeport, NY 11520	\$2,500.00
Front Street Dental 1952 Hempstead Turnpike East Meadow, NY 11554	\$600.00
Hofstra University 202 Hofstra Hall Hempstead, NY 11549	\$1,700.00
Molloy College 1000 Hempstead Avenue Rockville Centre, NY 11570	\$750.00
RMB Drafting Services, Inc. 308 East Meadow Avenue East Meadow, NY 11554	\$2,000.00
Cilento Pipeline Plumbing & Heating, Inc 245 Merrick Road Oceanside, NY 11572	\$2,000.00

and;

WHEREAS, this Board wishes to accept the Sponsorships.

NOW, THEREFORE, BE IT

RESOLVED, that this Board hereby accepts the Sponsorships.

The foregoing resolution was adopted upon roll call as follows:

AYES:
NOES:

Item # 27

Case # 6473

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved
its adoption:

RESOLUTION AMENDING RESOLUTION NO.
814-2018 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, Resolution No. 814-2018 authorized the
attendance of Heather Crosley at 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, the amounts listed in Resolution 814-2018 were
incorrect; and

WHEREAS, the account to be charged was incorrect;

NOW, THEREFORE, be it

RESOLVED, that the registration fee of \$1500.00 be paid
to the EEOC Training Institute.

RESOLVED, that the amount of \$602.70 be paid to the
Washington D.C. Hilton; and BE IT FURTHER

RESOLVED, that the amount of no more than \$750.00 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 \$3,000.00 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 Fees and Services Account No. 010-001-
1420-4151.

The foregoing resolution was adopted upon roll call as
follows:

AYES:

NOES:

Item #

28

Case #

6569

Adopted: June 19, 2018

Councilwoman Goosby Offered the following resolution and moved its adoption:

RESOLUTION ESTABLISHING A STANDARD WORK DAY FOR ELECTIVE OFFICERS AND/OR CERTAIN APPOINTED POSITIONS IN THE TOWN OF HEMPSTEAD.

WHEREAS, the Town is required to report to the New York State and Local Retirement System the number of work hours per day per week of certain elected and appointed officials.

NOW, THEREFORE, BE IT

RESOLVED, that the Town of Hempstead / Location code 30007 hereby establishes the following standard work days for elected and/or appointed officials and will report the following days worked to the New York State and Local Retirement System based on the time keeping system records or the record of activities maintained and submitted by these officials to the clerk of this body; and be it further

TITLE	NAME	STANDARD WORK DAY	TERM BEGINS/ENDS	DAYS/MONTH
ELECTED OFFICIALS				
Supervisor	Laura A. Gillen	8	1/1/2018-12/31/2019	26.4
Clerk	Sylvia A. Cabana	6	1/1/2018-12/31/2019	28
Receiver of Taxes	Donald X. Clavin	6	1/1/2016-12/31/2019	25.17
Councilperson	Anthony P. D'Esposito	6	1/1/2018-12/31/2021	21.67
Councilperson	Dorothy L. Goosby	6	1/1/2018-12/31/2021	21.67
Councilperson	Dennis Dunne, Sr.	6	1/1/2018-12/31/2021	N/A

I, Sylvia A. Cabana, clerk of the governing board of the Town of Hempstead, of the State of New York, do hereby certify that I have compared the foregoing with the original resolution passed by such board, at a legally convened meeting held on the 19th day of June, 2018 on file as part of the minutes of such meeting, and that same is a true copy thereof and the whole of such original.

Dated: Hempstead, New York
June 19, 2018

The vote on the foregoing resolution was recorded as follows:

Ayes: SIX (6)
Nays: NONE (0)

Item # 29
Case # 24158

Amending Resolution No. 19-2018 Re: Various offices, positions & occupations in the Town Government of the Town of Hempstead

Item # 30

Case # 7

CASE NO. 29941

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 "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. 57-2018, Print No. 1 to amend the said Chapter 202 of the Code of the Town of Hempstead to include "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 July 3, 2018 at 10:30 o'clock in the forenoon of that day, at which time all interested persons shall be heard on the proposed enactment of a local law known as Intro. No. 57-2018, Print No. 1, to amend Chapter 202 of the Code of the Town of Hempstead to include "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 # 31

Case # 29941

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 3rd day of July, 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 "REGULATIONS AND RESTRICTIONS" to limit parking at the following locations:

(NR) LYNBROOK Section 202-31	LAKEVIEW AVENUE (TH 60/18) South Side - TWO HOUR PARKING BETWEEN SIGNS - starting at a point 35 feet east of the east curbline of Hempstead Avenue then east for a distance of 120 feet.
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ALL PERSONS INTERESTED shall have an opportunity to be heard on said proposal at the time and place aforesaid.

Dated: June 19, 2018
Hempstead, New York

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

LAURA A. GILLEN
Supervisor

SYLVIA A. CABANA
Town Clerk

Town of Hempstead

A local law to amend Chapter two hundred and two of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine, to include "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:

(NR) LYNBROOK
Section 202-31

LAKEVIEW AVENUE (TH 60/18) South Side – TWO
HOUR PARKING BETWEEN SIGNS – starting at a point
35 feet east of the east curblineline of Hempstead Avenue then
east for a distance of 120 feet.

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

CASE NO. 29942

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION CALLING A PUBLIC HEARING ON A PROPOSED LOCAL LAW TO AMEND SECTION 202-1 OF THE CODE OF THE TOWN OF HEMPSTEAD TO INCLUDE AND REPEAL "PARKING OR STANDING PROHIBITONS" AT VARIOUS LOCATIONS.

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

WHEREAS, it appears to be in the public interest to consider the enactment of a local law amending Section 202-1 of the Code of the Town of Hempstead entitled "PARKING OR STANDING PROHIBITONS" at various locations; and

WHEREAS, has introduced a proposed local law known as Intro. No. 58-2018, Print No. 1 to amend the said Section 202-1 of the Code of the Town of Hempstead to include and repeal "PARKING OR STANDING PROHIBITIONS" at various locations; NOW, THEREFORE, BE IT

RESOLVED, that a public hearing be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York on July 3, 2018, at 10:30 o'clock in the forenoon of that day, at which time all interested persons shall be heard on the proposed enactment of a local law known as Intro. No. 58-2018, Print No. 1, to amend Chapter 202-1 of the Code of the Town of Hempstead to include and repeal "PARKING OR STANDING PROHIBITIONS" at various locations; and, BE IT FURTHER

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

The foregoing resolution was adopted upon roll call as follows:

AYES: ()

NOES: ()

Item # 32

Case # 29942

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 3rd day of July, 2018, at 10:30 o'clock in the forenoon of that day to consider the enactment of a local law to amend Section 202-1 of the code of the Town of Hempstead to INCLUDE AND REPEAL "PARKING OR STANDING PROHIBITIONS" at the following locations:

EAST ROCKAWAY	WEST BLVD. (TH 190/18) NO STOPPING ANYTIME - at its southern most terminus starting from the east curbline of West Blvd. east to the west curbline of West Blvd. in front of guard rail.
(NR) LYNBROOK	LAKEVIEW AVENUE (TH 60/18) South Side - NO STOPPING HERE TO CORNER - starting at the east curbline of Hempstead Avenue then east for a distance of 35 feet.
OCEANSIDE	CASTLETON COURT (TH 176/18) North Side - NO PARKING ANYTIME - from the east curbline of Long Beach Road east for a distance of 360 feet.
WOODMERE	IBSEN STREET (TH 493/17) North Side - NO STOPPING HERE TO CORNER - starting at the west curbline of Derby Avenue west for a distance of 30 feet.

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

OCEANSIDE	CASTLETON COURT (TH 504/01) North Side - NO PARKING ANYTIME - from the east curbline of Long Beach Road east for a distance of 432 feet. (Adopted 2/5/02)
WOODMERE	IBSEN STREET (TH 493/17) North Side - NO STOPPING HERE TO CORNER - starting from the east curbline of Derby Avenue east for a distance of 30 feet. (Adopted 1/29/18)

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

Dated: June 19, 2018
Hempstead, New York

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

LAURA A. GILLEN
Supervisor

SYLVIA A. CABANA
Town Clerk

Town of Hempstead

A local law to amend Section two hundred two dash one of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine, to include and repeal "PARKING OR STANDING PROHIBITIONS" at various locations.

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

Section 1. Section two hundred two dash one of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine, said Section last amended by local law number thirty five of two thousand eighteen is hereby amended by including therein "PARKING OR STANDING PROHIBITIONS" at the following locations:

- EAST ROCKAWAY WEST BLVD. (TH 190/18) NO STOPPING ANYTIME – at its southern most terminus starting from the east curblin of West Blvd. east to the west curblin of West Blvd. in front of guard rail.
- (NR) LYNBROOK LAKEVIEW AVENUE (TH 60/18) South Side – NO STOPPING HERE TO CORNER – starting at the east curblin of Hempstead Avenue then east for a distance of 35 feet.
- OCEANSIDE CASTLETON COURT (TH 176/18) North Side – NO PARKING ANYTIME – from the east curblin of Long Beach Road east for a distance of 360 feet.
- WOODMERE IBSEN STREET (TH 493/17) North Side – NO STOPPING HERE TO CORNER – starting at the west curblin of Derby Avenue west for a distance of 30 feet.

Section 2. Section two hundred two dash one of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine, said Section last amended by local law number thirty five of two thousand eighteen is hereby amended by repealing therein "PARKING OR STANDING PROHIBITIONS" at the following locations:

- OCEANSIDE CASTLETON COURT (TH 504/01) North Side – NO PARKING ANYTIME – from the east curblin of Long Beach Road east for a distance of 432 feet. (Adopted 2/5/02)
- WOODMERE IBSEN STREET (TH 493/17) North Side – NO STOPPING HERE TO CORNER – starting from the east curblin of Derby Avenue east for a distance of 30 feet. (Adopted 1/29/18)

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

CASE NO. 29943

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. 59-2018, 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 July 3, 2018, at 10:30 o'clock in the forenoon of that day, at which time all interested persons shall be heard on the proposed enactment of a local law known as Intro. No. 59-2018, 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 # 33

Case # 29943

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 3rd day of July, 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:

OCEANSIDE - DALY BLVD. (TH 180/18) STOP - all traffic approaching northbound on Hampton Road shall come to a full stop.

DALY BLVD. (TH 180/18) STOP - all traffic approaching southbound on Hampton Road shall come to a full stop.

FREEMAN AVENUE (TH 166/18) STOP - all traffic approaching southbound on Balsam Street shall come to a full stop.

(NR) VALLEY STREAM CAPTAINS ROAD (TH 193/18) STOP - all traffic traveling eastbound on Halyard 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: June 19, 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:

OCEANSIDE

DALY BLVD. (TH 180/18) STOP – all traffic approaching northbound on Hampton Road shall come to a full stop.

DALY BLVD. (TH 180/18) STOP – all traffic approaching southbound on Hampton Road shall come to a full stop.

FREEMAN AVENUE (TH 166/18) STOP – all traffic approaching southbound on Balsam Street shall come to a full stop.

(NR) VALLEY STREAM

CAPTAINS ROAD (TH 193/18) STOP – all traffic traveling eastbound on Halyard Road shall come to a full stop.

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

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that pursuant to 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 3rd day of July, 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

BELLMORE, SWENSON PLACE - between
Freeman Avenue and Thoreau Avenue.
(TH-149/18)

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: Hempstead, New York
June 19, 2018.

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

LAURA A. GILLEN
Supervisor

SYLVIA A. CABANA
Town Clerk

Intro No.

Print No.

Town of Hempstead

A local law to amend chapter one hundred ninety of the code of the town of Hempstead by the insertion of a location into section one hundred ninety dash four, subdivision "A", in relation to a 20 mph school speed limit, 7 AM to 6 PM school days.

Introduced by:

Be it enacted by the town board of the town of Hempstead as follows:

Section 1. Section one hundred ninety dash four of the code of the town of Hempstead as constituted by local law number one of nineteen hundred, sixty-nine, hereby is amended by the addition of a location into subdivision "A" thereof, to read as follows:

"A" - 20 mph school speed limit.
7 AM to 6 PM school days

BELLMORE, SWENSON PLACE - between
Freeman Avenue and Thoreau Avenue.
(TH-149/18)

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

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution
and moved its adoption:

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

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

NOW, THEREFORE BE IT

RESOLVED, that a public hearing be held in the Town
Meeting Pavilion, Hempstead Town Hall, 1 Washington Street,
Hempstead, New York, on the 3rd day of July, 2018, at
10:30 o'clock in the forenoon of that day, at which time all
persons interested shall be heard on the establishment and
setting aside of certain parking spaces for motor vehicles
for the sole use of holders of special parking permits
issued by the County of Nassau to physically handicapped
persons at the following locations:

BALDWIN

HENHAWK ROAD - south side, starting
at a point 190 feet east of the east
curbline of Forest Avenue, east for
a distance 20 feet.
(TH-154/18)

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

FRANKLIN SQUARE

HARRISON AVENUE - west side, 104 feet
south of the south curbline of
Roosevelt Street, south for 45 feet.
(TH-186/00 - 3/13/01) (TH-175/18)

; and, BE IT FURTHER

RESOLVED, that the Town Clerk shall give notice of such
hearing by the publication thereof in a newspaper having a

Item #

Case #

35
21527

general circulation in the Town of Hempstead, once at least ten days prior to the above-specified date of said hearing.

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

AYES:

NOES:

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that pursuant to Section 202-48 of the Code of the Town of Hempstead entitled, "Handicapped Parking on Public Streets," a public hearing will be held in the Town Meeting Pavilion. Hempstead Town Hall, 1 Washington Street, Hempstead, New York, on the 3rd day of July, 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:

BALDWIN

HENHAWK ROAD - south side, starting at a point 190 feet east of the east curblineline of Forest Avenue, east for a distance 20 feet.
(TH-154/18)

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

FRANKLIN SQUARE

HARRISON AVENUE - west side, 104 feet south of the south curblineline of Roosevelt Street, south for 45 feet.
(TH-186/00 - 3/13/01) (TH-175/18)

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

Dated: Hempstead, New York
June 19, 2018.

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

LAURA A. GILLEN
Supervisor

SYLVIA A. CABANA
Town Clerk

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF GENINE SPARAGNA AS
OFFICE SERVICES ASSISTANT, IN THE
OFFICE OF THE TOWN COMPTROLLER,
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 Genine Sparagna has passed the examination for the position of Office Services Assistant, Civil Service List No. 78-247, and is eligible for appointment thereto, NOW, THEREFORE, BE IT

RESOLVED, that Genine Sparagna, now serving as Clerk Laborer, Non Competitive, in the Office of the Town Comptroller, be and hereby is appointed Office Services Assistant, Competitive, Permanent, Grade 12, Step 4 (E), \$55,112, from the civil service list, by the Town Comptroller and ratified by the Town Board of the Town of Hempstead effective June 20, 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: