

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

Item #

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 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

Item # 2

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 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

Item # 3

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 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: 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

Item # 4

Case # 19565

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: 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

Item # 5

Case # 21527

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN, pursuant to the provisions of of the Building Zone Ordinance of the Town of Hempstead, that a public hearing will be held by the Town Board of said Town on July 3, 2018 at 10:30 o'clock in the forenoon of that day in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, for the purpose of considering the application of 416 BCB CORP.. for a permit to include existing gasoline service station with "GSS" District to install additional storage tanks each with a capacity of 15,000 gallons and install waste oil tanks each with a capacity of 15,000 gallons and operate a self- service and convenience store install three (3) pump islands and canopy over said pump islands at UNIONDALE New York:

An irregular parcel of property on the s/e/c/ of Brookside Ave & Nassau Rd. w/frontage of 110.76' on Brookside Ave. and frontage of 110.76' +or- on Nassau Rd. situated in Uniondale, Town of Hempstead, County of Nassau, State of New York.

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

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

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

LAURA A. GILLEN
SUPERVISOR

SYLVIA A. CABANA
TOWN CLERK

Dated: JUNE 5, 2018
Hempstead, N.Y.

Item # 6

Case # 2346

DECISION OF

BEECHWOOD

MERRICK LLC

Item # 7

Case # 29933

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, LOCATED ON THE WEST SIDE OF CHESTNUT STREET, 50 FEET NORTH OF HARVARD AVENUE. SEC 54, BLOCK 7, AND LOT (S) 72, A/K/A 2058 CHESTNUT STREET, BALDWIN, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 2058 Chestnut Street, Baldwin, New York; and

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

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

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

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

WHEREAS, on April 11, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to have one (1) twelve foot by sixteen foot by fifteen foot (12' x 16' x 15') detached garage dismantled and removed and clean up content and debris equaling forty five (45) yards, located at 2058 Chestnut Street, Baldwin;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$2,700.00, the cost associated with the emergency services provided at 2058 Chestnut Street, Baldwin, New York

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$2,950.00 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 8

Case # 6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED TWO STORY WOOD FRAME ONE FAMILY DWELLING, LOCATED ON THE NORTHEAST CORNER OF COES NECK ROAD AND CRAMER COURT. SEC 36, BLOCK 532, AND LOT (S) 26, A/K/A 92A COES NECK ROAD, BALDWIN, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 92A Coes Neck Road, Baldwin, New York; and

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

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

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

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

WHEREAS, on March 28, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to have one (1) thirty two inch by forty eight inch (32" x 48") window boarded with one half inch (1/2") four (4) ply plywood, one (1) thirty six inch by forty eight inch (36" x 48") window boarded with one half inch (1/2") four (4) ply plywood, one (1) forty eight inch by sixty four inch (48" x 64") window boarded with one half inch (1/2") four (4) ply plywood and four (4) thirty six inch by sixty inch (36" x 60") windows boarded with one half inch (1/2") four (4) ply plywood, located at 92A Coes Neck Road, Baldwin;

WHEREAS, on April 3, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to re-secure one (1) door board, located at 92A Coes Neck Road, Baldwin;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$512.80, the cost associated with the emergency services provided at 92A Coes Neck Road, Baldwin, New York

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$762.80 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

8

Case #

6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY MASONRY FRAME COMMERCIAL BUILDING, LOCATED ON THE SOUTHWEST CORNER OF GRAND AVENUE AND STOWE AVENUE. SEC 36, BLOCK 409, AND LOT (S) 599, A/K/A 1740 GRAND AVENUE, BALDWIN, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 1740 Grand Avenue, Baldwin, New York; and

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

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

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

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

WHEREAS, on April 8, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to have one (1) one hundred inch by one hundred twenty inch (100" x 120") wall board framed and built with two inch by three inch by eight foot (2" x 3" x 8') studs and one half inch (1/2") four (4) ply plywood, located at 1740 Grand Avenue, Baldwin;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$437.48, the cost associated with the emergency services provided at 1740 Grand Avenue, Baldwin, New York

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$937.48 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

8

Case #

6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, DETERMINED TO BE UNFIT FOR HUMAN OCCUPANCY, LOCATED ON THE NORTHEAST CORNER OF STANTON AVENUE AND EARL PLACE. SEC 36, BLOCK 443, AND LOT (S) 209 & 309, A/K/A 985 STANTON AVENUE, BALDWIN, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 985 Stanton Avenue, Baldwin, Town of Hempstead, New York; and

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

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

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

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

WHEREAS, on April 11, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to open and re-secure one (1) door for tenants, located at 985 Stanton Avenue, Baldwin;

WHEREAS, on April 13, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to open and re-secure one (1) door for tenants, located at 985 Stanton Avenue, Baldwin;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$360.00, the cost associated with the emergency services provided at 985 Stanton Avenue, Baldwin, New York

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$610.00 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

8

Case #

6542

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, LOCATED ON THE NORTHWEST CORNER OF CHAMBERS AVENUE AND PROSPECT STREET. SEC 50, BLOCK 200, AND LOT (S) 474, A/K/A 367 CHAMBERS AVENUE, EAST MEADOW, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 367 Chambers Avenue, East Meadow, New York; and

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

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

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

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

WHEREAS, on April 9, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to have one (1) seven foot by eight foot (7' x 8') garage door framed with two inch by four inch by eight foot (2" x 4" x 8') studs and boarded with one half inch (1/2") four (4) ply plywood and one (1) forty inch by seventy six inch (40" x 76") door secured with one half inch (1/2") four (4) ply plywood, located at 367 Chambers Avenue, East Meadow;

WHEREAS, on April 10, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to install two (2) lock and hasps, located at 367 Chambers Avenue, East Meadow;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$435.15, the cost associated with the emergency services provided at 367 Chambers Avenue, East Meadow, New York

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$685.15 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 8

Case # 6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY WOOD FRAME ONE FAMILY DWELLING, LOCATED ON THE SOUTH SIDE OF ELMORE AVENUE, 288 FEET WEST OF CHAMBERS AVENUE. SEC 50, BLOCK 512, AND LOT (S) 598-600, A/K/A 384 ELMORE AVENUE, EAST MEADOW, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 384 Elmore Avenue, East Meadow, Town of Hempstead, New York; and

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

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

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

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

WHEREAS, on April 22, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to have one (1) forty inch by eighty four inch (40" x 84") door secured with one half inch (1/2") four (4) ply plywood and six (6) twenty inch by twenty nine inch (20" x 29") windows boarded with one half inch (1/2") four (4) ply plywood, located 384 Elmore Avenue, East Meadow;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$180.00, the cost associated with the emergency services provided at 384 Elmore Avenue, East Meadow, New York

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

NOW, THEREFORE, BE IT

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

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

8

Case #

6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE AND ONE HALF STORY WOOD FRAME ONE FAMILY DWELLING WITH ATTACHED GARAGE, DETERMINED TO BE UNFIT FOR HUMAN OCCUPANCY, LOCATED ON THE WEST SIDE OF OAKDALE ROAD, 300 FEET SOUTH OF HUDSON STREET. SEC 50, BLOCK 318, AND LOT (S) 42, A/K/A 560 OAKDALE ROAD, EAST MEADOW, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 560 Oakdale Road, East Meadow, Town of Hempstead, New York; and

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

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

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

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

WHEREAS, on April 13, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to have one (1) thirty eight inch by ninety inch (38" x 90") door secured with one half inch (1/2") four (4) ply plywood, one (1) thirty seven inch by eighty three inch (37" x 83") door secured with one half inch (1/2") four (4) ply plywood and one (1) thirty nine inch by eighty three inch (39" x 83") door secured with one half inch (1/2") four (4) ply plywood, located at 560 Oakdale Road, East Meadow;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$216.20, the cost associated with the emergency services provided at 560 Oakdale Road, East Meadow, New York

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$466.20 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

8

Case #

6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, LOCATED ON THE NORTH SIDE OF PENDROY STREET, 167 FEET EAST OF OAKDALE ROAD. SEC 50, BLOCK 220, AND LOT (S) 16, A/K/A 2415 PENDROY STREET, EAST MEADOW, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 2415 Pendroy Street, East Meadow, New York; and

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

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

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

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

WHEREAS, on April 10, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to have one (1) twelve foot by sixteen foot by fifteen foot (12' x 16' x 15') detached garage dismantled and removed and clean up content and debris equaling forty five (45) yards, located at 2415 Pendroy Street, East Meadow;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$203.15, the cost associated with the emergency services provided at 2415 Pendroy Street, East Meadow, New York

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$453.15 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 8

Case # 6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

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

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

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

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

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

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

WHEREAS, on April 18, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to have one (1) four foot by eight foot (4' x 8') exterior hole boarded, located at 7 Bayview Street East, East Rockaway;

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

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

NOW, THEREFORE, BE IT

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

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

8

Case #

6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY WOOD FRAME ONE FAMILY DWELLING, LOCATED ON THE SOUTH SIDE OF SPERRY STREET WEST, 160 FEET WEST OF WEST BOULEVARD. SEC 42, BLOCK 38, AND LOT (S) 110 & 210, A/K/A 5 SPERRY STREET WEST, EAST ROCKAWAY, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 5 Sperry Street West, East Rockaway, Town of Hempstead, New York; and

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

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

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

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

WHEREAS, on April 12, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to remove one (1) thirty foot (30') tree from canal, located 5 Sperry Street West, East Rockaway;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$360.00, the cost associated with the emergency services provided at 5 Sperry Street West, East Rockaway, New York

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$610.00 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

8

Case #

6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, DETERMINED TO BE UNFIT FOR HUMAN OCCUPANCY, LOCATED ON THE NORTH SIDE OF 117TH ROAD, 288 FEET EAST OF 238TH STREET. SEC 32, BLOCK 638, AND LOT (S) 29, 248 & 250, A/K/A 238-33 117TH ROAD, ELMONT, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 238-33 117th Road, Elmont, Town of Hempstead, New York; and

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

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

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

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

WHEREAS, on April 5, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to open and re-secure one (1) door for tenants, located at 238-33 117th Road, Elmont;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$180.00, the cost associated with the emergency services provided at 238-33 117th Road, Elmont, New York

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

NOW, THEREFORE, BE IT

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

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

8

Case #

6542

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY SPLIT LEVEL WOOD FRAME ONE FAMILY DWELLING WITH BASEMENT GARAGE, LOCATED ON THE NORTHWEST CORNER OF JOAN COURT AND PHYLLIS COURT. SEC 32, BLOCK 440, AND LOT (S) 252, A/K/A 108 JOAN COURT, ELMONT, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 108 Joan Court, Elmont, New York; and

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

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

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

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

WHEREAS, on May 1, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to have one (1) thirty eight inch by eighty two inch (38" x 82") door secured with one half inch (1/2") four (4) ply plywood, one (1) thirty six inch by eighty three inch (36" x 83") door secured with one half inch (1/2") four (4) ply plywood and one (1) thirty nine inch by eighty two inch (39" x 82") door secured with one half inch (1/2") four (4) ply plywood, located at 108 Joan Court, Elmont;

WHEREAS, on May 3, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to have one (1) thirty eight inch by eighty three inch (38" x 83") HUD style door boarded with one half inch (1/2") four (4) ply plywood, one (1) thirty six inch by eighty two inch (36" x 82") HUD style door boarded with one half inch (1/2") four (4) ply plywood, one (1) thirty four inch by eighty two inch (34" x 82") HUD style door boarded with one half inch (1/2") four (4) ply plywood, one (1) sixteen inch by thirty six inch (16" x 36") window boarded with one half inch (1/2") four (4) ply plywood, one (1) thirty eight inch by fifty five inch (38" x 55") window boarded with one half inch (1/2") four (4) ply plywood, one (1) twenty six inch by fifty five inch (26" x 55") window boarded with one half inch (1/2") four (4) ply plywood and three (3) twenty four inch by thirty nine inch (24" x 39") windows boarded with one half inch (1/2") four (4) ply plywood, located at 108 Joan Court, Elmont;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$656.63, the cost associated with the emergency services provided at 108 Joan Court, Elmont, New York

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$906.63 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES #

8

Case #

6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED TWO STORY WOOD FRAME ONE FAMILY DWELLING, LOCATED ON THE SOUTH SIDE OF N STREET, 234 FEET EAST OF DONOVAN STREET. SEC 32, BLOCK 549, AND LOT (S) 41-43, A/K/A 1389 N STREET, ELMONT, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 1389 N Street, Elmont, New York; and

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

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

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

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

WHEREAS, on April 24, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to re-secure one (1) board and have one (1) thirty six inch by sixty inch (36" x 60") window boarded with one half inch (1/2") four (4) ply plywood, located at 1389 N Street, Elmont;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$180.00, the cost associated with the emergency services provided at 1389 N Street, Elmont, New York

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

NOW, THEREFORE, BE IT

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

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

8

Case #

6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE AND ONE HALF STORY WOOD FRAME ONE FAMILY DWELLING, LOCATED ON THE SOUTHWEST CORNER OF BAYVIEW AVENUE AND MONROE STREET. SEC 40, BLOCK 88, AND LOT (S) 369, A/K/A 311 BAYVIEW AVENUE, INWOOD, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 311 Bayview Avenue, Inwood, New York; and

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

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

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

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

WHEREAS, on April 21, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to have one (1) thirty two inch by thirty seven inch (32" x 37") window boarded with one half inch (1/2") four (4) ply plywood, located at 311 Bayview Avenue, Inwood;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$180.00, the cost associated with the emergency services provided at 311 Bayview Avenue, Inwood, New York

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

NOW, THEREFORE, BE IT

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

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

8

Case #

6542

Adopted:

Offered the following resolution and moved its adoption:

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

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

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

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

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

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

WHEREAS, on April 9, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to have one (1) thirty six inch by eighty three inch (36" x 83") HUD style door boarded with one half inch (1/2") four (4) ply plywood, located at 2115 2nd Avenue, Merrick;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$180.00, the cost associated with the emergency services provided at 2115 2nd Avenue, Merrick, New York

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

NOW, THEREFORE, BE IT

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

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

8

Case #

6542

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY HIGH RANCH WOOD FRAME ONE FAMILY DWELLING WITH TWO CAR BASEMENT GARAGE, LOCATED ON THE SOUTH SIDE OF KNIGHT STREET, 420 FEET EAST OF CARPENTER AVENUE. SEC 54, BLOCK 354, AND LOT (S) 116, A/K/A 3506 KNIGHT STREET, OCEANSIDE, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 3506 Knight Street, Oceanside, New York; and

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

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

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

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

WHEREAS, on May 3, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to have one (1) thirty six inch by eighty two inch (36" x 82") door secured with one half inch (1/2") four (4) ply plywood and one (1) twenty four inch by thirty eight inch (24" x 38") window boarded with one half inch (1/2") four (4) ply plywood, located at 3506 Knight Street, Oceanside;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$180.00, the cost associated with the emergency services provided at 3506 Knight Street, Oceanside, New York

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

NOW, THEREFORE, BE IT

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

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 8

Case # 6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, LOCATED ON THE NORTH SIDE OF SUNNYBROOK DRIVE, 216 FEET EAST OF WEST SUNNYBROOK DRIVE. SEC 54, BLOCK 498, AND LOT (S) 12, A/K/A 511 SUNNYBROOK DRIVE, OCEANSIDE, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 511 Sunnybrook Drive, Oceanside, New York; and

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

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

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

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

WHEREAS, on April 23, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to have one (1) thirty eight inch by eighty one inch (38" x 81") HUD style door boarded with one half inch (1/2") four (4) ply plywood, one (1) thirty nine inch by eighty three inch (39" x 83") double board door boarded with one half inch (1/2") four (4) ply plywood, one (1) fifty two inch by two hundred two inch (52" x 202") HUD style window boarded with one half inch (1/2") four (4) ply plywood, one (1) fifty one inch by sixty three inch (51" x 63") HUD style window boarded with one half inch (1/2") four (4) ply plywood, three (3) thirty seven inch by forty eight inch (37" x 48") HUD style windows boarded with one half inch (1/2") four (4) ply plywood, one (1) forty one inch by forty eight inch (41" x 48") HUD style window boarded with one half inch (1/2") four (4) ply plywood and two (2) twenty nine inch by thirty six inch (29" x 36") HUD style windows boarded with one half inch (1/2") four (4) ply plywood, located at 511 Sunnybrook Drive, Oceanside;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$1,088.45, the cost associated with the emergency services provided at 511 Sunnybrook Drive, Oceanside, New York

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$1,338.45 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

8

Case #

6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE AND ONE HALF STORY WOOD FRAME ONE FAMILY DWELLING WITH ATTACHED GARAGE, LOCATED ON THE EAST SIDE OF LYNBROOK AVENUE, 220 FEET SOUTH OF BEECH STREET. SEC 61, BLOCK 60, AND LOT (S) 11 & 12, A/K/A 108 LYNBROOK AVENUE, POINT LOOKOUT, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 108 Lynbrook Avenue, Point Lookout, New York; and

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

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

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

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

WHEREAS, on April 10, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to have one (1) thirty two inch by forty eight inch (32" x 48") window boarded with one half inch (1/2") four (4) ply plywood and install one (1) lock, located at 108 Lynbrook Avenue, Point Lookout;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$180.00, the cost associated with the emergency services provided at 108 Lynbrook Avenue, Point Lookout, New York

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

NOW, THEREFORE, BE IT

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

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

8

Case #

6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, DETERMINED TO BE UNFIT FOR HUMAN OCCUPANCY, LOCATED ON THE NORTH SIDE OF EAST ROOSEVELT AVENUE, 126 FEET EAST OF NASSAU ROAD. SEC 55, BLOCK 438, AND LOT (S) 91-92, A/K/A 21 EAST ROOSEVELT AVENUE, ROOSEVELT, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 21 East Roosevelt Avenue, Roosevelt, Town of Hempstead, New York; and

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

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

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

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

WHEREAS, on April 10, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to have one (1) forty one inch by fifty three inch (41" x 53") window boarded with one half inch (1/2") four (4) ply plywood and one (1) forty eight inch by forty eight inch (48" x 48") exterior hole boarded, located at 21 East Roosevelt Avenue, Roosevelt;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$180.00, the cost associated with the emergency services provided at 21 East Roosevelt Avenue, Roosevelt, New York

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

NOW, THEREFORE, BE IT

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

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

8

Case #

6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY WOOD FRAME ONE FAMILY DWELLING WITH ATTACHED GARAGE, LOCATED ON THE NORTH SIDE OF PLEASANT AVENUE, 189 FEET WEST OF ELLISON AVENUE. SEC 55, BLOCK 335, AND LOT (S) 57-59, A/K/A 69 PLEASANT AVENUE, ROOSEVELT, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 69 Pleasant Avenue, Roosevelt, New York; and

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

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

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

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

WHEREAS, on April 23, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to dismantle and remove one (1) attached garage on right side of house and removal of all debris inside, dismantle of sun room on left side of house and removal of all debris inside, clean up of both sides totaling approximately sixty four (64) yards of debris, have one (1) twenty seven inch by thirty seven inch (27" x 37") window boarded with one half inch (1/2") four (4) ply plywood, two (2) forty inch by fifty six inch (40" x 56") windows boarded with one half inch (1/2") four (4) ply plywood, two (2) thirty one inch by fifty six inch (31" x 56") windows boarded with one half inch (1/2") four (4) ply plywood, one (1) twenty two inch by thirty eight inch (22" x 38") window boarded with one half inch (1/2") four (4) ply plywood and two (2) forty eight inch by fifty six inch (48" x 56") windows boarded with one half inch (1/2") four (4) ply plywood, located at 69 Pleasant Avenue, Roosevelt;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$4,176.96, the cost associated with the emergency services provided at 69 Pleasant Avenue, Roosevelt, New York

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$4,426.96 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

8

Case #

6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED TWO STORY WOOD FRAME ONE FAMILY DWELLING, LOCATED ON THE EAST SIDE OF DITMAS AVENUE, 282 FEET NORTH OF ALEXANDER AVENUE. SEC 50, BLOCK 451, AND LOT (S) 30, A/K/A 1027 DITMAS AVENUE, UNIONDALE, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 1027 Ditmas Avenue, Uniondale, New York; and

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

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

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

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

WHEREAS, on April 24, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to have one (1) thirty eight inch by eighty two inch (38" x 82") HUD style door boarded with one half inch (1/2") four (4) ply plywood, one (1) thirty eight inch by eighty six inch (38" x 86") HUD style door boarded with one half inch (1/2") four (4) ply plywood, one (1) forty inch by eighty seven inch (40" x 87") HUD style door boarded with one half inch (1/2") four (4) ply plywood, one (1) forty two inch by sixty one inch (42" x 61") HUD style window boarded with one half inch (1/2") four (4) ply plywood, one (1) thirty eight inch by sixty two inch (38" x 62") HUD style window boarded with one half inch (1/2") four (4) ply plywood, four (4) thirty inch by thirty eight inch (40" x 38") HUD style window boarded with one half inch (1/2") four (4) ply plywood, one (1) twenty seven inch by forty eight inch (27" x 48") HUD style window boarded with one half inch (1/2") four (4) ply plywood, two (1) thirty two inch by forty eight inch (32" x 48") HUD style windows boarded with one half inch (1/2") four (4) ply plywood, one (1) forty eight inch by ninety six inch (48" x 96") window boarded with one half inch (1/2") four (4) ply plywood and one (1) forty eight inch by forty eight inch (48" x 48") windows boarded with one half inch (1/2") four (4) ply plywood, located at 1027 Ditmas Avenue, Uniondale;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$943.92, the cost associated with the emergency services provided at 1027 Ditmas Avenue, Uniondale, New York

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$1,193.92 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

Case #

6542

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY MASONRY FRAME COMMERCIAL BUILDING, LOCATED ON THE EAST SIDE OF NASSAU ROAD, 50 FEET NORTH OF AVENUE 8. SEC 36, BLOCK 142, AND LOT (S) 212, A/K/A 825 NASSAU ROAD, UNIONDALE, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 825 Nassau Road, Uniondale, New York; and

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

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

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

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

WHEREAS, on April 28, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to install two (2) lock and hasps, located at 825 Nassau Road, Uniondale;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$180.00, the cost associated with the emergency services provided at 825 Nassau Road, Uniondale, New York

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$680.00 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

8

Case #

6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY WOOD FRAME ONE FAMILY DWELLING WITH DETACHED GARAGE, LOCATED ON THE NORTH SIDE OF ALDEN AVENUE, 60 FEET EAST OF ELMONT ROAD. SEC 37, BLOCK 485, AND LOT (S) 307, A/K/A 8 ALDEN AVENUE, VALLEY STREAM, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 8 Alden Avenue, Valley Stream, New York; and

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

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

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

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

WHEREAS, on May 2, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to re-nail one (1) door board, located at 8 Alden Avenue, Valley Stream;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$180.00, the cost associated with the emergency services provided at 8 Alden Avenue, Valley Stream, New York

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

NOW, THEREFORE, BE IT

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

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

8

Case #

6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE DECLARATION OF AN EMERGENCY POSED BY THE THREAT OF IMMINENT DANGER AND AUTHORIZING SPECIAL ASSESSMENT IN REGARD TO AN OPEN AND ABANDONED ONE STORY WOOD FRAME ONE FAMILY DWELLING WITH ATTACHED GARAGE, LOCATED ON THE NORTH SIDE OF LINDALE STREET, 100 FEET WEST OF CARROLL STREET. SEC 56, BLOCK 469, AND LOT (S) 4, A/K/A 2969 LINDALE STREET, WANTAGH, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the open and abandoned structure located at 2969 Lindale Street, Wantagh, New York; and

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

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

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

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

WHEREAS, on April 6, 2018, the Commissioner of the Department of Buildings directed MGP Landscape Construction LLC DBA M3 Development Group, to install four (4) lock and hasps, located at 2969 Lindale Street, Wantagh;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$288.00, the cost associated with the emergency services provided at 2969 Lindale Street, Wantagh, New York

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$538.00 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

8

Case #

6542

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING SPECIAL ASSESSMENT FOR PROFESSIONAL SERVICES RENDERED IN REGARD TO AN UNSAFE TWO STORY WOOD FRAME ONE FAMILY DWELLING WITH ATTACHED GARAGE, LOCATED ON THE WEST SIDE OF NOEL AVENUE, 129 FEET NORTH OF HARRIS AVENUE. SEC 39, BLOCK 74, AND LOT(S) 284, A/K/A 1348 NOEL AVENUE, HEWLETT, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, pursuant to Chapter 90 of the Code of the Town of Hempstead entitled, "Dangerous Buildings and Structures," the Commissioner of the Department of Buildings deemed it necessary to inspect the unsafe structure located at 1348 Noel Avenue, Hewlett, Town of Hempstead, New York; and

WHEREAS, pursuant to Chapter 90 of the code, the Town Board authorized the demolition and removal of said structure under Town Board Resolution No. 1051-2017 adopted August 8, 2017; and

WHEREAS, the services of Environmental Management Services Inc., at 23-24 Sound Street #1, Astoria, New York 11105, and the costs incurred by the Commissioner of the Department of Buildings were approved by the Town Board under Resolution Number 183-2015; and

WHEREAS, on May 21, 2018, the Commissioner of the Department of Buildings directed Environmental Management Services Inc. to make an asbestos air monitoring inspection and visual inspection during asbestos abatement, located at 1348 Noel Avenue, Hewlett;

WHEREAS, the Commissioner of the Department of Buildings initiated the procedure for the reimbursement of \$1,160.00, the cost associated with the emergency services provided at 1348 Noel Avenue, Hewlett, New York

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

NOW, THEREFORE, BE IT

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

BE IT FURTHER RESOLVED, that the Town Clerk shall file a certified copy of this resolution with the clerk of the County Legislature and the Board of Assessors of the County of Nassau, so that the sum of \$1,410.00 may be assessed by the Board of Assessors of the County of Nassau against the lot in question at the same time as other taxes are levied and assessed.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

9

Case #

6542

CASE NO. 25843

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved
its adoption:

RESOLUTION GRANTING OF THE APPLICATION OF BELLMORE STRIDERS FOR A PARADE PERMIT FOR A K-RUN HELD IN BELLMORE, NEW YORK, ON JULY 04, 2018.

WHEREAS, Alex Cuozzo of Bellmore, New York, President of the Bellmore Striders, 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 Bellmore, New York, on July 04, 2018 from 8:00 AM to 11:00 AM and

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the of the aforesaid application of Alex Cuozzo, President of the Bellmore Striders, 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 #

10

Case #

25843

CASE NO. 25843

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved
its adoption:

RESOLUTION GRANTING OF THE APPLICATION OF OUR LADY
OF MT. CARMEL FOR A PARADE PERMIT FOR A PARADE HELD
IN FRANKLIN SQUARE, NEW YORK, ON JULY 13, 2018. RAIN
DATE: JULY 17, 2018.

WHEREAS, Dominick Zangla of Elmont, New York, Feast Chairman of
the Our Lady of Mt. Carmel, 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
Franklin Square, New York, on July 13, 2018, Rain Date: July 17, 2018, from
7:00 PM to 8:30 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 of the aforesaid application of Dominick Zangla,
Feast Chairman of the Our Lady of Mt. Carmel, 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 # 10
Case # 25843

CASE NO. 25843

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved
its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE GRANTING
OF THE APPLICATION OF ST. MARINA SOCIETY FOR A PARADE
PERMIT FOR A PROCESSION HELD IN INWOOD, NEW YORK, ON
JULY 14, 2018.

WHEREAS, Marino Curra of Lynbrook, New York, Vice-President of the
St. Marina Society, 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 Inwood,
New York, on July 14, 2018 from 11:00 AM to 2:00 PM and

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the GRANTING of the aforesaid application of Marino
Curra, Vice-President of the St. Marina Society, 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 #

10

Case #

25843

CASE NO. 25843

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved
its adoption:

RESOLUTION GRANTING OF THE APPLICATION OF WANTAGH
FOURTH OF JULY ASSOCIATION FOR A PARADE PERMIT FOR A
PARADE HELD IN WANTAGH, NEW YORK, ON JULY 04, 2018.

WHEREAS, Frederick Parola of Wantagh, New York, Vp of the Wantagh
Fourth of July Association, New York has filed an application with the Town Clerk
of the Town of Hempstead, for a Parade Permit for a Parade to be held in Wantagh,
New York, on July 04, 2018 from 10:00 AM to 12:00 PM and

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the of the aforesaid application of Frederick Parola, Vp
of the Wantagh Fourth of July Association, be and the same is hereby GRANTED,
subject to all the provisions of Chapter 117 entitled Parades, Code of the Town of
Hempstead

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

10

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 HEMPSTEAD GOLF AND COUNTRY CLUB TO DISPLAY FIREWORKS CONDUCTED BY PYRO ENGINEERING, INC. HELD AT HEMPSTEAD GOLF AND COUNTRY CLUB, HEMPSTEAD, NEW YORK ON JUNE 30, 2018. RAIN DATE: JULY 1, 2018.

WHEREAS, Hempstead Golf and Country Club of Hempstead, 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 Hempstead, New York, on June 30, 2018. Rain Date: July 1, 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 Hempstead Golf And Country Club 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 # 11
Case # 20845

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved
its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE GRANTING OF THE APPLICATION OF TD BANK TO DISPLAY FIREWORKS CONDUCTED BY FIREWORKS BY GRUCCI, INC. HELD AT EISENHOWER PARK, EAST MEADOW, NEW YORK ON JUNE 30, 2018. RAIN DATE: JULY 1, 2018.

WHEREAS, TD Bank of 9000 Atrium Way, Mount Laurel, NJ filed an application with the Town Clerk of the Town of Hempstead, to display fireworks conducted by Fireworks By Grucci, Inc. 20 Pinehurst Drive, Bellport, NY 11713, held in East Meadow, New York, on June 30, 2018; Rain Date: July 1, 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 TD Bank 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 #

12

Case #

687

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved
its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE GRANTING OF THE APPLICATION OF THE TOWN OF HEMPSTEAD PARKS AND RECREATION DEPARTMENT TO DISPLAY FIREWORKS CONDUCTED BY BAY FIREWORKS, INC., HELD AT TOWN PARK, POINT LOOKOUT, NEW YORK ON JUNE 30, 2018. RAIN DATE: JULY 1, 2018.

WHEREAS, The Town of Hempstead Parks & Recreation Department, of Hempstead, New York, filed an application with the Town Clerk of the Town of Hempstead, to display fireworks conducted by Bay Fireworks, Inc., 999 S. Oyster Bay Road, Suite 111, Bethpage, New York, held in Point Lookout, New York on June 30, 2018. Rain Date: July 1, 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 The Town of Hempstead Parks and Recreation Department 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 #

13

Case #

23436

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING AN AGREEMENT WITH RP SOLUTIONS, INC. FOR SUPPORT AND MAINTENANCE OF THE CASHIERING SYSTEM USED IN THE OFFICE OF THE RECEIVER OF TAXES.

WHEREAS, pursuant to Resolution 174-2013, the Town Board of the Town of Hempstead authorized the execution of an agreement with RP Solutions, Inc., 99 Eastlake Road, Ithaca, New York 14850 (the "Consultant"), for the software license, implementation and support and maintenance of a computerized cashiering system (the "System") which would integrate with the tax collection and financial management information system used by the Office of the Receiver of Taxes (the "Department"); and

WHEREAS, the agreement authorized by Resolution 174-2013 expires on October 31, 2018; and

WHEREAS, the Department will continue to utilize the System going forward and recommends entering into a new, three year, support and maintenance agreement for the System commencing on November 1, 2018; and

WHEREAS, the annual proposed maintenance cost will be:

Nov 2018 – Oct 2019 Annual Software Maintenance: \$19, 102

Nov 2019 – Oct 2020 Annual Software Maintenance: \$19, 631

Nov 2020 – Oct 2021 Annual Software Maintenance: \$20,172; and

WHEREAS, the Consultant is the sole source provider for support and maintenance for RP Solutions, Inc. licensed products; and

WHEREAS, consistent with the Department's recommendation, the Town Board desires to authorize the three year Agreement to maintain and support the System; and

NOW, THEREFORE, BE IT

RESOLVED, that the three year Agreement is authorized; and be it further

RESOLVED, that Counsel to the Receiver, Stephen Brown of the Office of the Receiver of Taxes is authorized to execute the Agreement to support and maintain the System commencing November 1, 2018; and be it further

RESOLVED, that the Comptroller is authorized and directed to pay the annual support and maintenance in accordance with the Agreement with said sum to be paid out of Receiver of Taxes account # 010-001-1330-4030.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 14

Case # 2964

SOFTWARE SUPPORT SERVICES AGREEMENT

November 2018 – October 2021

Software Support Services Agreement

This Agreement is made by and between RP Solutions Inc., (hereinafter, "RPS") a New York corporation having its principal place of business at 99 Eastlake Road, Ithaca, NY, 14850, and the Town of Hempstead, NY (Client).

WHEREAS, RP Solutions owns certain copyrighted computer software (hereinafter referred to as the "Software"), and the Customer has licensed, installed, and is using the Software,

AND, the customer desires software support and maintenance services ("Support Services") for the licensed software as provided by RP Solutions under the terms of this Agreement;

NOW, THEREFORE, RP Solutions and the Client, intending to be legally bound, agree as follows:

SECTION A – DEFINITIONS

In addition to terms defined elsewhere in this Agreement, the following terms shall have the meanings set forth below:

"Agreement" means this Support Services Agreement.

"Client" means Town of Hempstead, New York.

"Documentation" means any online or written documentation related to the use or functionality of the Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.

"Effective Date" means the date on which your authorized representative signs the Agreement.

"Enhancement" means any modification or revision of Software licensed from RP Solutions which adds new features or functions to the Software, or supports new hardware used in connection with the Software, and which has little or no value apart from its operation as part of the Software. Enhancements, unless they include Add-on Modules or Third Party licenses, are provided under Support Services.

"Force Majeure" means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.

"Installation Date" means the date on which the Software is installed and demonstrated to operate in accordance with the Documentation, as mutually determined by RP Solutions and the Customer.

"New Product" means any software product, which RP Solutions markets as a product separate from the Software under this Agreement.

"Problem" means a failure of Software to perform in accordance with the associated Documentation in effect as of the Installation Date or as set forth in the Sales Proposal. Software is considered to have a Problem only if the Software is unaltered by Customer or any Third Party; is installed either by RP Solutions or its authorized reseller in keeping with RP Solutions' installation standards; is installed on the equipment specified in the Sales Proposal or on similar equipment which meets RP Solutions' requirements; and is used in the manner for which it was intended.

"Release" means a version of Software that includes all Updates, Enhancements and Add-on Module options current as of the date upon which the Software is released for general customer use.

"RPS" means RP Solutions, Inc., a New York corporation.

"Software" means our proprietary software and related interfaces identified previously licensed from RP Solutions by you.

"Support Services" means the support and maintenance services described throughout this Agreement and, in particular, Section B as it relates to the Software.

"Third Party" means any company or organization other than the Customer and RP Solutions. Third Party software licenses and other products may be included by RP Solutions with the Software and Third Party services may be required in conjunction with the Customer's Software system.

"Update" means any modification or revision of Software, other than a maintenance or bug fix, which corrects Software errors, or otherwise makes the Software compatible with new Releases of the operating systems and/or computer programs with which that Software is designed to operate. Such Updates may be made available to Customer under this Agreement, whether in the form of a patch, a module, or a complete program. Updates are included in Software Services.

"we", "us", "our" and similar terms mean RPS.

"you" and similar terms mean Client.

SECTION B – SUPPORT SERVICES

1 RP Solutions will provide Support Services to the Customer under the terms of this Agreement. RP Solutions may change the Support Services from time to time on a six month advance written notice to Customer after the first two (2) years. If Customer objects to any change in the Support Services or the RP Solutions Software policies, Customer may terminate this Agreement under Section D.

2 During the term of the Software license, RP Solutions will provide the following Support Services to Customer:

2.1 Technical Support. RP Solutions will provide technical support to Customer supervisor level employees on a per incident basis. Technical support will be available under two standard RP Solutions Support Services programs as may be chosen by the Customer, with support hours as follows:

- Standard Support: Monday – Friday, 8:00 am. to 5:00 pm. Customer's local time
- Priority Extended Support: 24 hours/day, 7 days per week.

Technical support will not be available on the following observed holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Technical Support does not include instruction or assistance in modifying or performing add-on programming for the Supported Software; both of these services are, however, available separately and at extra cost from RP Solutions.

2.2 Software Problem Resolution. If Customer reports a Software Problem and otherwise complies with Section B.3.6, RP Solutions will investigate the Software Problem within one (1) business day for Critical Problems (problems which crash the system or otherwise render the Software unusable) and two (2) business days for other problems. If RP Solutions' investigation confirms the existence of the Software Problem, RP Solutions will exercise best efforts to correct the Software Problem or to provide a reasonable alternative to Customer. For Critical Problems, Problem investigation and commercially reasonable efforts for correction will include escalation to provide additional RP Solutions resources, and frequent communication with Customer. If RP Solutions in good faith determines that the Software Problem results from an error in the applicable user-level Documentation, RP Solutions will correct the Software Problem by correcting that Documentation.

2.3 Problem Escalation. When Problems are reported, they are addressed first by RP Solutions' professional services front line support staff, then by professional services team senior staff, and finally by the professional services team leader. Critical Problems, if any, are escalated to the professional services team leader (or to the most senior member of the team available if the team leader is not present) within two (2) hours after RP Solutions is made aware that a Critical Problem has occurred. The professional services team leader will, at his discretion, inform the RP Solutions President and the product development team leader of the Critical Problem, and will marshal RP Solutions resources as needed to affect a resolution to the Critical Problem. RP Solutions policy is to work continuously to resolve any open Critical Problems, so that Software is returned to a usable state as rapidly as possible.

3 Updates.

3.1 Software Updates to correct Problems: RP Solutions will provide maintenance Updates in response to Customer-specific Problem reports. RP Solutions will provide remote implementation and installation for such Updates at no charge to the Customer.

3.2 General Purpose Software Updates: From time to time, RP Solutions may release general purpose Updates to Software. RP Solutions will notify Customer of the availability of general purpose Updates, if any, and will provide those Updates to Customer at Customer's request. RP Solutions will provide copies of Update Software, per se, at no charge; however, RP Solutions may charge reasonable implementation programming, on-site installation, training, and travel costs, where necessary, to install general purpose Updates to Software.

3.3 RP Solutions is not obligated to provide New Products or Add-on Modules to Customer under this Agreement, even if a New Product or Add-on Module has features or functions similar to those of a Supported Software product.

3.4 RP Solutions' obligation to provide Support Services extends to the most recent Release of each Software product; or, one (1) revision behind the most recent Release, installed on hardware and, if applicable, operating system and other software configured according to the applicable specifications for that Software. RP Solutions is not obligated to provide Support Services for any Software that has been altered other than by RP Solutions, unless RP Solutions approves modifications in advance, and is provided with properly commented source code documentation for those modifications.

3.5 The Support Services do not include, and Customer must provide at its expense: (i) installation, testing, and operation of the Software and all Updates; (ii) operator training; (iii) documentation of Software Problems; (iv) backup and restoration of Customer's systems; and (v) modems and telephone lines for RP Solutions' remote access.

3.6 Customer must order the same level of Support Services for: (i) each copy of the Software products it is licensed to use and (ii) all software products on which the Software is dependent.

3.7 Customer is responsible for all products provided by Third Parties, whether or not RP Solutions recommended them or assisted in their evaluation, selection, or installation. The failure of those products or their suppliers to meet Customer's requirements will not affect Customer's obligations to RP Solutions under this Agreement. Third Party software provided with the RP Solutions licensed software by RP Solutions will be supported by RP Solutions.

SECTION C – INVOICING AND PAYMENT; INVOICE DISPUTES

1. **Invoicing and Payment.** We will invoice you the fees for the services as described in the Statement of Work.
2. **Invoice Disputes.** If you believe any delivered product or service does not conform to the warranties in this Agreement, you will provide us with written notice within fifteen (15) days of your receipt of the applicable invoice. The written notice must contain sufficient detail of the issues you contend are in dispute. We will provide a written response to you that will include either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work together as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may only withhold payment of the amount(s) actually in dispute until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as described above.

SECTION D – TERMINATION

1. **For Cause.** You may terminate this Agreement for cause in the event we don't cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within forty-five (45) days of receiving a written notice of the alleged breach. You agree to comply with Section I(1), Dispute Resolution, prior to termination. In the event of termination for cause, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination.
2. **Lack of Appropriations.** If you should not appropriate or otherwise make available funds sufficient to purchase, lease, operate, or maintain the products or services set forth in this Agreement, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. In the event of termination due to a lack of appropriations, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. You will not be entitled to a refund or offset of previously paid license and other fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.
3. **Force Majeure.** Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of scheduled tasks for a period of forty-five (45) days or more. In the event of termination due to Force Majeure, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination.
4. **For Convenience.** You may terminate this Agreement with thirty (30) days written notice if you have discontinued use of the software and services. A refund of 50% of the remaining pre-paid Support Services balance will be issued to you, or a credit of 100% of the remaining pre-paid Support Services balance will be issued to you if you have upgraded to a new product or service from RPS.

SECTION E – INDEMNIFICATION AND INSURANCE

1. Property Damage and Personal Injury Indemnification.

- 1.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all direct claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by our negligence or willful misconduct.
 - 1.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all direct claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct.
2. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; and (d) Workers Compensation complying with applicable statutory requirements. We will add you as an additional insured and provide you with copies of certificates of insurance upon written request.

SECTION F – GENERAL TERMS AND CONDITIONS

1. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will meet within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Civil Procedure 408 or any similar applicable state rule. If we fail to resolve the dispute, either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
2. Taxes. The fees in the Statement of Work do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes arising from our performance of this Agreement.
3. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that

is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

4. **Subcontractors.** We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
5. **No Assignment.** Neither party may assign this Agreement without the prior written consent of the other party; provided, however, that your consent is not required in the event we have a change of control.
6. **Force Majeure.** Neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
7. **No Intended Third Party Beneficiaries.** This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party End User License Agreement(s).
8. **Entire Agreement; Amendment.** This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
9. **Severability.** If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
10. **No Waiver.** In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
11. **Independent Contractor.** We are an independent contractor for all purposes under this Agreement.
12. **Notices.** All notices or communications required or permitted as a part of this Agreement must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to

improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

13. **Confidentiality.** Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
14. **Business License.** In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
15. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of your state of domicile.
16. **Multiple Originals and Signatures.** This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature.

CONTRACT DOCUMENTS

This Agreement includes the following exhibits:

- Exhibit A Three-Year Software Support Services Fees
- Exhibit B Software Licenses in Effect

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

RP Solutions, Inc.

Town of Hempstead, NY

By: David B Johnson

By: _____

Name: DAVID B Johnson

Name: _____

Title: PRESIDENT

Title: _____

Date: 5-16-18

Date: _____

Address for Notices:

RP Solutions, Inc.
99 Eastlake Road
Ithaca, NY 14850
Attention: David B Johnson
President

Address for Notices:

Town of Hempstead, NY
200 N. Franklin St.
Hempstead, NY 11550
Attention: Mr. Donald X. Clavin, Jr.
Receiver of Taxes for the Town of Hempstead

APPROVED

By: [Signature] Date: 6/13/18

Sworn to and signed before KEVIN B CONROY, CPA
this 16 day of MAY, TOWN CONTROLLER
Notary Public in and for the county of Tompkins
state of New York

Sworn to and signed before me, a notary public,
this ___ day of _____ in the year 2018,
Notary Public in and for the county of _____
state of _____

MICHELLE LEE HARLAN
Notary Public, State of New York
Qualified in Tompkins County
Reg. No. 01HA6221100
My Commission Expires Apr. 26, 2022

[Signature]

APPROVED AS TO CONTENTS
APPROVED AS TO CONTENTS
DATE: 6/8/18
[Signature]
DEPUTY RECEIVER OF TAXES

APPROVED
[Signature]
DIRECTOR OF PURCHASING

APPROVED AS TO FORM
[Signature]
SENIOR DEPUTY TOWN ATTORNEY
DATE 6/11/18

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING AN AGREEMENT WITH OPEX CORPORATION FOR SUPPORT AND MAINTENANCE OF THE MAIL PROCESSING EQUIPMENT USED IN THE OFFICE OF THE RECEIVER OF TAXES.

WHEREAS, the Town of Hempstead currently owns and utilizes five (5) mail processing machines for the bulk processing of mail and other written correspondence in the Office of the Receiver of Taxes (the Department) ; and

WHEREAS, OPEX Corporation, located at 305 Commerce Drive, Moorestown, NJ, 08057 is the manufacturer and sole source for parts and maintenance of this equipment and has submitted a proposed maintenance agreement (the Agreement) with two (2) one year renewals for the following items:

- Two (2) Model 51 units Serial # 16406, 16407
- Two (2) AS 3690i units Serial # A1714, A1715
- One (1) OMATION 206 unit Serial # ZA02042

WHEREAS, the initial term of the Agreement (Year One) is June 2, 2018 through July 7, 2019 (approximately 13 months); and

WHEREAS, the cost of this Agreement for the five (5) machines is as follows:

- Year One \$27,774.86
- Year Two \$28,412.55
- Year Three \$29, 549.06

WHEREAS, the cost of this maintenance Agreement is fair and reasonable; and

WHEREAS, consistent with the Department's recommendation, the Town Board desires to authorize the Agreement to maintain and support the machines; and

NOW, THEREFORE, BE IT

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

RESOLVED, that Counsel to the Receiver, Stephen Brown of the Office of the Receiver of Taxes is authorized to execute the Agreement to support and maintain the System commencing June 2, 2018; and be it further

RESOLVED, that the Department is authorized to enter into the two annual renewal terms; and be it further

RESOLVED, that the Comptroller is authorized and directed to pay the annual support and maintenance in accordance with the Agreement with said sum to be paid out of Receiver of Taxes account # 010-001-1330-4030.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 15

Case # 2964

MASTER MAINTENANCE AGREEMENT ("Agreement")

By and between OPEX CORPORATION ("Vendor") and
Office of Receiver of Taxes ("Customer")

06 / 02 / 2018 ("Effective Date")

1. BASIC TERMS.

1.1 Equipment Covered. The machines specifically identified by serial number on Exhibit "A" shall be covered by this Agreement (collectively "Equipment"). Vendor shall furnish "Maintenance Service" (as defined in Paragraph 2.1 below) on Equipment at Customer's various Equipment "Sites" (as defined in Paragraph 2.2 below). Upon mutual agreement between the parties, and pursuant to the terms herein, Equipment may be added or deleted from the Exhibit "A" from time to time. All Maintenance Service shall be provided in consideration for the payment of Vendor's maintenance charges set forth herein, plus all sales and use taxes and such other governmental charges as may be imposed on the provision of goods and services hereunder. Service rates for the first year of this Agreement are detailed within Exhibit "B."

1.2 Effective Date; Renewals. Maintenance Service shall begin on the Effective Date listed above and shall continue for one year ("Initial Term"). This Agreement may be renewed from year-to-year upon the mutual agreement of both parties ("Renewal Term"). Payment by Customer of Vendor's invoicing for any Renewal Term shall be deemed as mutual agreement by the parties to renew this Agreement. Rates during any Renewal Term are subject to Vendors then current pricing.

1.3 Equipment Not Previously Covered. Any machine which Customer seeks to add to this Agreement that has not been continuously covered by a maintenance agreement with Vendor since the expiration of its warranty period, shall be subject to inspection by Vendor. After such inspection, if Vendor, in its sole discretion, determines that the machine is not operating in conformity with the "Published Specifications" (as defined in Paragraph 1.4 below), the machine shall be restored to good operating condition at Customer's expense, subject to Vendor's then current rates, as a condition of adding the machine to Exhibit "A."

1.4 Routine Cleaning. The day-to-day routine cleaning and minor adjustments on the Equipment, as described in both Vendor's equipment operating manuals and other supplementary material ("Published Specifications") which may be furnished by Vendor to Customer from time to time, shall be performed by Customer. Vendor will notify Customer in writing if the Customer fails to perform routine cleaning on the Equipment.

2. MAINTENANCE SERVICE.

2.1 Maintenance Service, Generally. Maintenance Service is defined as all labor and replacement parts necessitated by normal wear and tear from operation of the Equipment in accordance with Vendor's Published Specifications, in order to maintain the Equipment in good operating condition ("Maintenance Service").

2.2 Definition of Customer's Equipment Site(s). "Site" is defined as the one (1) floor within Customer's premises specified in Exhibit "A." Equipment moved to a different Site is subject to the limitations described in Paragraph 7(j) below.

2.3 Service Calls. Preventive Maintenance Service calls are those periodic calls initiated by Vendor to keep the Equipment operating in accordance with Vendor's Published Specifications ("PM's"). Demand Maintenance Service calls are those calls initiated by Customer to request that Vendor repair Equipment that is malfunctioning or not operating in accordance with the Published Specifications ("Demand Calls"). (A PM may be performed in conjunction with a Demand Call placed by Customer, depending upon, and at the discretion of, Vendor's service technician.) The minimum number of PM's and maximum number of Demand Calls for each piece of Equipment are outlined in the chart below.

Machine Type	Models 72/51/60/50	AS3600/AS3690/AS7200i/Falcon/Falcon Red	Oration/ EV-2
Demand	unltd	unltd	unltd
Preventive Maintenance	12	6	4

Demand Calls in excess of the maximum may be billed at Vendor's then current rates. Additionally, if Vendor, in its sole discretion, determines that the number of "unlimited" calls becomes unreasonable, Vendor reserves the right to charge for excessive Demand Calls after providing written notice to Customer.

2.4 Field Service Reports. Vendor shall furnish a summary of the Maintenance Service provided to the Customer upon completion of each Maintenance Service call ("Field Service Report"). The Field Service Report shall contain the following information: (1) date and time of arrival; (2) specific identification of Equipment serviced; (3) time of Maintenance Service; (4) description of the malfunction (if any); and (5) list of parts replaced.

2.5 Response Times. For Eagle, System 150, IEM, MPS 30/40, Mail Matrix, and MPE 5.0/7.5 Equipment (collectively "Capital Equipment"), Vendor shall exert all reasonable efforts to respond to Demand Calls within two (2) hours after such call is received by Vendor, during the designated "Coverage Hours" (as defined in Paragraph 3.3 below). For all other Equipment, Vendor shall exert all reasonable efforts to respond to Demand Call requests within four (4) hours after such call is received by Vendor, during the designated Coverage Hours.

2.6 On-Site Coverage. For a Site with Eagle or System 150 and IEM Equipment, Maintenance Service may be provided on an "On-Site" basis, defined as Maintenance Service provided by a service technician physically located at, and solely dedicated to, the Site. On-Site coverage availability will be determined at the sole discretion of Vendor, and shall be subject to Vendor's then current rates.

2.7 Parts. Only new standard parts or parts of equal quality shall be used in providing Maintenance Service. Title to all replacement parts provided during the course of providing Maintenance Service pursuant to this Agreement will pass to Customer upon installation.

3. GENERAL TERMS.

3.1 Standard Maintenance Charge. Vendor's standard maintenance charge provides for Maintenance Service to Equipment covered during any mutually agreed upon Coverage Hours, subject to the terms and conditions set forth in Paragraph 4 below ("Standard Maintenance Charge").

3.2 Equipment Usage Charge. Actual Equipment usage shall be measured by Vendor every three (3) months or thirteen (13) weeks ("Quarterly Basis"). Any particular piece of Equipment which processes envelopes in excess of the volumes specified below shall be subject to an additional charge ("Additional Usage Charge"). Additional Usage Charges shall be calculated on half-shift increments; and shall be invoiced based upon 25% of Vendor's Standard Maintenance Charge.

To the extent that the number of envelopes processed by a particular piece of Equipment exceeds the numbers set forth below on a Quarterly Basis, an Additional Usage Charge shall apply:

<u>Equipment</u>	<u>Envelopes per quarter</u>
AS3600/AS3690/AS7200	N/A*
Models 50/51/60/72	N/A*

*NOTE: In the event that Equipment usage is extraordinary, Vendor, in its sole discretion, reserves the right to establish an Additional Usage Charge for this Equipment after providing Customer written notice.

3.3 Maintenance Service Coverage Hours, Generally. All Equipment located at a particular Site must be maintained during the same Maintenance Service schedule ("Coverage Hours"). Coverage Hours shall be governed by the terms and conditions set forth below.

3.3.1 Coverage Hours for a Site with an Eagle or System 150. For a Site with an Eagle or System 150, Coverage Hours shall be one (1) consecutive five (5) day per week period, eight (8) consecutive hours per day, excluding "Vendor Holidays" (as defined in Paragraph 3.5 below). Customer shall designate the Coverage Hours, which shall be the same each day, and for all Equipment located at the

particular Site. Upon thirty (30) days written notice, Customer may shift the eight (8) consecutive Coverage Hours.

3.3.2 Coverage Hours for a Site without an Eagle or System 150. For a Site without an Eagle or System 150, Coverage Hours shall be 7:00 am to 3:00 pm (Site local time), Monday through Friday, excluding Vendor Holidays.

3.4 Altering Coverage Hours. Customer shall be able to increase, decrease or shift, the Coverage Hours for a Site. However, in no event, may the Coverage Hours be decreased to less than forty (40) hours per week.

3.4.1 Increasing Coverage Hours. Upon thirty (30) days written notice, Customer may increase the Coverage Hours for a particular Site. Any increase in the Coverage Hours shall be subject to Vendor personnel availability and subject to Vendor's then current rates based upon half shift increments.

3.4.2 Decreasing Coverage Hours. Upon sixty (60) days written notice, Customer may decrease the Coverage Hours for a particular Site. This 60-day notice period applies to any decrease in Maintenance Service, including removing Equipment or Equipment options, reducing the number of covered shifts, or total termination of Maintenance Service for a Site. The notice period shall begin to run from the date on which Vendor receives the written notification. Upon receipt of the 60-day notice, Customer will be provided a credit for any unused Maintenance Service towards future Equipment or Maintenance Service, calculated from the date of the expiration of the sixty (60) day period.

3.4.3 Shifting Coverage Hours. Upon thirty (30) days written notice, Customer may shift the Coverage Hours for a particular Site. Any shift in the Coverage Hours shall be subject to Vendor personnel availability and subject to Vendor's then current rates.

3.5 Vendor Holidays. Vendor observes the following holidays: New Year's Day; President's Day; Good Friday; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Friday after Thanksgiving; and Christmas Day. Upon thirty (30) days written notice, Customer may obtain Maintenance Service coverage on Vendor Holidays. Vendor Holiday coverage shall be subject to Vendor personnel availability and subject to Vendor's then current rates.

3.6 "Weekend" Coverage. Upon thirty (30) days written notice, Customer may obtain Maintenance Service coverage on the two days per week not covered pursuant to either Paragraph 3.3.1 or Paragraph 3.3.2 above, whichever is applicable ("Weekend Coverage"). Weekend coverage shall be subject to Vendor personnel availability and subject to Vendor's then current rates.

3.7 Invoicing. Vendor shall invoice Customer annually in advance for the Standard Maintenance Charge. Any additional service charges (eg machine restoration pursuant to Paragraph 1.3, Weekend Coverage, etc.) shall be invoiced quarterly in arrears. Terms of payment are net thirty (30) days from date the invoice is issued. Late payments shall bear interest at the lesser of (i) 2% per month or (ii) the highest permissible rate by law, payable monthly.

4. PROPRIETARY TECHNOLOGY AND DIAGNOSTICS; CONFIDENTIALITY.

4.1 Technology. Vendor holds intellectual property rights in the Equipment, which includes the Equipment's computer operating system, software components and mechanical components (collectively "Technology"). No licenses, either express or implied, under any patents are granted by Vendor to Customer hereunder, except as expressly stated herein. Customer agrees that it shall not copy, remove, use (except for operation of the Equipment in accordance with the Published Specifications), or disclose Technology to any third party.

4.2 Diagnostics. In providing Maintenance Service, Vendor utilizes certain software diagnostics ("Diagnostics"). Vendor holds intellectual property rights in the Diagnostics, and the Diagnostics are for Vendor's exclusive use. Except with the express written consent of Vendor, Customer shall not use, copy, remove, or alter the Diagnostics. It is understood and agreed by Customer that upon termination of this Agreement, Customer shall either: (i) Return the Diagnostics to Vendor at Vendor's expense; or (ii) Purchase, according to Vendor's then current rates, a non-exclusive, non-transferable and personal limited license to use the Diagnostics.

4.3 Confidential Information. During the term of this Agreement, either party may have access to, or be given, certain technical information or data, customer information or data, manuals, drawings, sketches, models, samples, tools, or the like, of the other Party, which are of a confidential and/or proprietary nature (collectively "information"). All Information furnished to the receiving party, whether written, oral or otherwise, shall remain the sole and exclusive property of the disclosing party. Upon request, all Information shall be returned to the disclosing party. Unless such Information: (i) was previously known to the receiving party free of any obligation to keep it confidential; (ii) is subsequently made public by the disclosing party or by a third party, other than by breach of agreement; or (iii) is required to be disclosed to any governmental agency or court of competent jurisdiction by written order or decree (in which case the disclosing party shall be given prompt notice by the receiving party of such order or decree, and shall be given an opportunity to contest or direct such disclosure); the Information shall be kept confidential by the Receiving Party and shall be used solely for the purposes of fulfilling the terms of this Agreement.

5. WARRANTY; WARRANTY LIMITATIONS.

Vendor warrants that all work required to be performed hereunder shall conform to the descriptions contained in this Agreement and will be performed in a professional manner according to generally accepted industry standards. THE FOREGOING EXPRESS WARRANTY IS IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE AND THERE ARE NO WARRANTIES WHICH ARE NOT CONTAINED IN THIS AGREEMENT.

6. INFRINGEMENT AND GENERAL INDEMNIFICATION.

6.1 Patent, Copyright and Trademark Infringement Indemnification. Vendor will (i) indemnify, hold harmless and defend Customer, at Vendor's expense, from and against any claim brought against Customer alleging that any portion of the Equipment infringes a European Union, Canadian or United States patent, copyright, trademark, or other intellectual property right, of any third party; and (ii) hold Customer harmless from and against all costs and damages finally awarded, provided that Vendor is given prompt written notice of such claim and is given information, reasonable assistance, and sole authority to defend or settle the claim.

6.1.1 Infringement Defense. In the defense or settlement of a claim pursuant to Paragraph 6.1 above, Vendor may: (i) obtain for Customer the right to continue using the Equipment; (ii) replace or modify the Equipment so that it becomes non-infringing; or (iii) if remedies (i) and (ii) are not reasonably available, grant Customer a depreciated refund pro-rata based upon a sixty (60) month life, measured from the original installation date of the Equipment.

6.1.2. Infringement Indemnification Limitations. Vendor shall not have any liability if the alleged infringement is based upon the use or sale of the Equipment in combination with other products or devices not furnished or approved by Vendor. VENDOR DISCLAIMS ALL OTHER LIABILITY FOR PATENT, COPYRIGHT OR TRADEMARK INFRINGEMENT, INCLUDING ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND THE RIGHTS STATED HEREIN ARE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY.

6.2 General Indemnity. Each Party shall indemnify and hold harmless the other party, its affiliates, and its and their directors, officers, employees and agents from and against all losses, liabilities, judgments, awards, settlements, damages, fines, injuries, penalties and costs (including legal fees and expenses) to or in favor of others, as well as all claims, causes of action and suits by others; including without limitation employees, subcontractors or agents of the indemnified party and its affiliates for personal injury (including death) or real and/or tangible property damage, arising out of acts or omission to act under this Agreement.

6.3 Defense of Claim. In the event of any such claim set forth in Paragraph 6.2 above, at the request of the indemnified party, the indemnifying party shall at its sole expense defend all claims, suits or proceedings arising out of the foregoing. The indemnifying party shall be notified promptly of any such claims, suits or proceedings in writing, and shall have full and complete authority, information and assistance for the defense of such claim; provided, however, the indemnifying Party shall have no authority to enter into any settlement or compromise on behalf of the indemnified Party without the prior written consent of the indemnified Party, which consent shall not be unreasonably withheld. In all events, the indemnified Party shall have the right to participate in the defense of any proceedings with counsel of its own choosing, at its expense.

7. LIMITATIONS.

7.1 Maintenance Service Limitations. Notwithstanding anything herein to the contrary, Vendor shall have no obligation hereunder to provide Maintenance Service to Equipment which has deteriorated to such an extent that it cannot, in the reasonable discretion of Vendor, be maintained and needs to be replaced. Vendor shall provide written notice of any such deterioration. Vendor's obligations to provide Maintenance Service shall also terminate if Customer:

(a) fails to provide Vendor with sufficient access to the Equipment, subject to Customer's reasonable Site policies and procedures;

(b) negligently stores, handles operates or alters the Equipment, or uses the Equipment for purposes other than those set forth in the Published Specifications;

(c) continues to fail to provide routine cleaning after being provided notice by Vendor pursuant to Paragraph 1.3 above;

(d) fails to continually provide a suitable environment with all facilities and power as prescribed in the Published Specifications;

(e) uses or operates the Equipment beyond its intended design parameters;

(f) damages the Equipment through its use in conjunction with machinery or software not covered by this Agreement;

(g) performs work, or allows a third party to work, on the Equipment, which is not authorized by Vendor;

(h) alters or modifies in any way, the safety mechanisms, without the written consent of Vendor;

(i) operates the Equipment with envelopes or enclosures other than those specified in the Published Specifications; or

(j) Customer's relocating Equipment to a Site other than that defined in this Agreement; provided, however, that should Vendor and Customer agree to continue Maintenance Service on Equipment moved to another Site, Customer's Equipment shall be subject to inspection by Vendor, at Vendor's published rates and terms then in effect for such service, prior to Vendor resuming Maintenance Service on Customer's Equipment.

7.2 General Limitations. In no event shall either party be liable to the other, whether in an action in negligence, contract or tort or based on a warranty or otherwise, for loss of profits, revenue, or loss or inaccuracy of data, or any indirect, incidental, punitive, special or consequential damages incurred by the other party or any third party, even if the party has been advised of the possibility of such damages. Further, except to the extent that liability arises from: (i) a breach by either party of its confidentiality obligations in Section 4.3; or (ii) instances of either Party's gross negligence or willful misconduct; each party's liability for damages under this Agreement, whether in an action in negligence, contract or tort or based on a warranty, shall not exceed the annual fees payable for the Maintenance Service.

8. GENERAL PROVISIONS.

8.1 Governing Law. This Agreement shall be construed in accordance with the laws of the State of New Jersey. Any claim arising out of or in connection with this Agreement shall be brought only in the district court in and for the State of New Jersey, and Customer agrees to personal jurisdiction over it in such court.

8.2 Fees Due For Breach. In the event that one of the parties hereto breaches or defaults on any of its obligations or responsibilities under this Agreement (the "Breaching Party"), then on behalf of the party not in default (the "Non-Breaching Party"), the Breaching Party shall indemnify, and be responsible for, the reasonable attorneys' fees, costs, and expenses incurred by the Non-Breaching Party in enforcing or remedying any breach hereunder by the Breaching Party.

8.3 Assignment. Neither party may assign this Agreement unless mutually agreed upon by the parties, such agreement not to be unreasonably withheld by either party. However, in no event shall this Agreement be assigned to a competitor of Vendor.

8.4 Rights Cumulative; Non-Waiver. All rights and remedies conferred under this Agreement or by any other instrument or law shall be cumulative and may be exercised singularly or concurrently. Failure or delay by either party to enforce any contract term herein shall not be deemed a waiver of future enforcement of that or any other term.

8.5 Severability. In the event any one or more of the provisions contained herein shall for any reason be held to be unenforceable in any respect under the law of any state or of the United States of America, such unenforceability shall not affect any other provision of this Agreement, but this Agreement shall then be construed as if such unenforceable provision or provisions had not been contained herein.

8.6 Force Majeure. Neither Vendor nor Customer shall be held responsible for any delay or failure in performance of this Agreement caused by fires, strikes, embargoes, government requirements, acts of God or public enemy or other similar causes beyond their reasonable control.

8.7 Nondiscrimination. Vendor is an equal employment opportunity employer and is a federal contractor. Consequently, Vendor and Customer (as applicable) agree that they will comply with Executive Order 11246, the Vietnam Era Veterans Readjustment Assistance Act of 1974 and Section 503 of the Rehabilitation Act of 1973 and also agree that these laws are incorporated herein by this reference. The parties further agree that they will comply with the provisions of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), as applicable, relating to the notice of employee rights under federal labor laws.

8.8 Order of Precedence. Unless otherwise provided herein or agreed to in a signed writing, documents will apply in the following descending order of precedence: (i) main body of this Agreement; (ii) Exhibits "A" and "B;" and (iii) all other transaction documents.

8.9 Entire Agreement. This Agreement, the Exhibits and documents incorporated herein, are the final, full and exclusive expression of the understandings of the parties and supersedes all prior agreements, understandings, writings, proposals, representations and communications, oral and written, of either party.

By signing below, the Parties agree to be bound by the terms of this Agreement and any attached Exhibits.

OPEX CORPORATION ("Vendor")	Office of Receiver of Taxes ("Customer")
By: <u>Joseph F. Mullen</u>	By: _____
Printed Name: <u>Joseph F. Mullen</u>	Printed Name: _____
Title: <u>Director, Legal Affairs</u>	Title: _____
Date: <u>May 10, 2018</u>	Date: _____

APPROVED AS TO CONTENTS
DATE: 6/22/18
Cheryl Petri
DEPUTY RECEIVER OF TAXES

APPROVED
By: [Signature] Date: 6/15/18
KEVIN R. CONROY, CPA
TOWN COMPTROLLER

APPROVED AS TO FORM
Charles O. Heine
SENIOR DEPUTY TOWN ATTORNEY
DATE 6/25/18

APPROVED
[Signature] 6/15/18
DIRECTOR OF PURCHASING

EXHIBIT "A" EQUIPMENT SCHEDULE

- 1) Customer's Name: **Office of Receiver of Taxes**
- 2) The Equipment covered by this Agreement is located at the following Site(s):
200 North Franklin St.
Hempstead, NY 11550-1378
- 3) The Equipment covered by this Agreement includes the machines described below:
 - (a) Machine Description: Model 51
Serial Number(s): 16406, 16407
 - (b) Machine Description: AS3690i
Serial Number(s): A1714, A1715
 - (c) Machine Description: OMATION 206
Serial Number(s): ZA02042

By signing below, the Parties agree to be bound by the terms of the Agreement and this Exhibit "A."

OPEX CORPORATION ("Vendor")

Office of Receiver of Taxes ("Customer")

By: Joseph F. Mullen

By: _____

Printed Name: Joseph F. Mullen

Printed Name: _____

Title: Director, Legal Affairs

Title: _____

Date: May 10, 2018

Date: _____

APPROVED AS TO CONTENTS
DATE: 6/22/18
Cheryl Peter
DEPUTY RECEIVER OF TAXES

APPROVED
By: [Signature] Date: 6/25/18
KEVIN R. CONROY, CPA
TOWN COMPTROLLER

APPROVED AS TO FORM
Charles O. Heine
SENIOR DEPUTY TOWN ATTORNEY
DATE 6/25/18

APPROVED
[Signature] 6/25/18
DIRECTOR OF PURCHASING

EXHIBIT "B" SERVICE PRICING

Pricing for the Initial Term of the Agreement is based on the current rates set forth herein, prepaid annually in advance, per shift, per site based on 2018 pricing. Pricing for any Renewal Term is subject to change, based upon Vendor's published rates then in effect.

Contract Period 1: 6/02/2018-7/07/2018 (Prorated 36 Days)

<u>Product Description</u>	<u>Price Each</u>	<u>QTY</u>	<u>Extended Price</u>
OMATION 206	189.86	1	189.86

Contract Period 2: 7/08/2018-7/07/2019

<u>Product Description</u>	<u>Price Each</u>	<u>QTY</u>	<u>Extended Price</u>
Model 51	2760.00	2	5,520.00
AS3690i	9,865.00	2	19,730.00
1D Barcode Licensing Fee	205.00	2	410.00
OMATION 206	1,925.00	1	1,925.00
Total Service Costs (pre-tax)			\$27,774.86

NOTE: THIS AGREEMENT SPECIFICALLY EXCLUDES VENDOR'S NETWORKING SOLUTION PRODUCT AND ANY OPEN SCAN PRODUCT(S). Any Maintenance Service provided by Vendor to Customer on Vendor's Networking Solution Product will be provided on a time and materials basis only, according to Vendor's published terms and rates then in effect for such service.

May 10, 2018

Cheryl Petri
Deputy Receiver of Taxes
Office of Receiver of Taxes
Town of Hempstead
200 North Franklin Street
Hempstead, NY 11550-1378

RE: 2018-2019 Quote for Maintenance

Dear Ms. Petri,

Pursuant to your request, this letter will serve as a renewal quote for 2018-2019 maintenance for your OPEX equipment, plus two additional years. The annual service prices are based on On-Call coverage Monday through Friday, 7AM-3PM, excluding OPEX holidays. All prices quoted are pre-tax.

Current Year: 2018-2019

EQUIPMENT	SERIAL NUMBER	CONTRACT PERIOD	QTY	PRORATED COST
OMATION 206 (Prorated 36 Days)	ZA02042	6/02/2018-7/07/2018	1	189.86
Sub-total (pre-tax)				\$189.86
EQUIPMENT	SERIAL NUMBER	CONTRACT PERIOD	QTY	ANNUAL COST
AS3690i	A1714	7/8/2018-7/7/2019	1	9,865.00
AS3690i 1D Barcode Licensing Fee	A1714	7/8/2018-7/7/2019	1	205.00
AS3690i	A1715	7/8/2018-7/7/2019	1	9,865.00
AS3690i 1D Barcode Licensing Fee	A1714	7/8/2018-7/7/2019	1	205.00
Model 51	16406	7/8/2018-7/7/2019	1	2,760.00
Model 51	16407	7/8/2018-7/7/2019	1	2,760.00
OMATION 206	ZA02042	7/8/2018-7/7/2019	1	1,925.00
Sub-total (pre-tax)				\$27,585.00
COMBINED TOTAL (pre-tax)				\$27,774.86

Renewal Year 1: 2019-2020

EQUIPMENT	SERIAL NUMBER	CONTRACT PERIOD	QTY	ANNUAL COST
AS3690i	A1714	7/8/2019-7/7/2020	1	10,160.95
AS3690i 1D Barcode Licensing Fee	A1714	7/8/2019-7/7/2020	1	211.15
AS3690i	A1715	7/8/2019-7/7/2020	1	10,160.95
AS3690i 1D Barcode Licensing Fee	A1714	7/8/2019-7/7/2020	1	211.15
Model 51	16406	7/8/2019-7/7/2020	1	2,842.80
Model 51	16407	7/8/2019-7/7/2020	1	2,842.80
OMATION 206	ZA02042	7/8/2019-7/7/2020	1	1,982.75
TOTAL (pre-tax)				\$28,412.55

Renewal Year 2: 2020-2021

EQUIPMENT	SERIAL NUMBER	CONTRACT PERIOD	QTY	ANNUAL COST
AS3690i	A1714	7/8/2020-7/7/2021	1	10,567.39
AS3690i 1D Barcode Licensing Fee	A1714	7/8/2020-7/7/2021	1	219.60
AS3690i	A1715	7/8/2020-7/7/2021	1	10,567.39
AS3690i 1D Barcode Licensing Fee	A1714	7/8/2020-7/7/2021	1	219.60
Model 51	16406	7/8/2020-7/7/2021	1	2,956.51
Model 51	16407	7/8/2020-7/7/2021	1	2,956.51
OMATION 206	ZA02042	7/8/2020-7/7/2021	1	2,062.06
TOTAL (pre-tax)				\$29,549.06

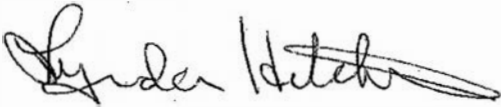
Prices quoted for 2018 are based upon current 2018 prices. For the next two (2) subsequent maintenance renewal years, the following price caps will apply:

- Renewal Year 1 (7/8/19-7/7/20): a not to exceed 3% increase over OPEX's 2018 rates
- Renewal Year 2 (7/8/20-7/7/21): a not to exceed 4% increase over OPEX's 2019 rates

The service prices quoted above cover a full year of maintenance service and are based upon **prepayment annually in advance** for a single shift of on-call coverage during the hours of 7AM-3PM, Monday through Friday, excluding OPEX holidays. OPEX will invoice for maintenance during each of the additional option years at either the quoted amount or the then current year's rates, whichever is less. Please note that the price cap amounts shall not apply to OPEX's service rates for weekend and holiday coverage. Upon renewal of the contract, the pricing schedule then in effect will apply. Terms of payment are net thirty (3) days from the date of the invoice.

I trust that the information supplied here will be helpful. Thank you for choosing OPEX products and services. If you should have any questions, do not hesitate to contact me at 856-727-1100, ext. 2190 or via email at LHitchman@opex.com.

Sincerely,
 OPEX Corporation



Lynda Hitchman | Special Projects Coordinator
LHitchman@opex.com | 856-727-1100 x2190(w) | www.opex.com

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE COMMISSIONER OF SANITATION TO EXECUTE AN INTER-MUNICIPAL AGREEMENT BETWEEN THE TOWN OF HEMPSTEAD AND THE TOWN BOARD OF THE TOWN OF HEMPSTEAD ON BEHALF OF THE TOWN OF HEMPSTEAD REFUSE DISPOSAL DISTRICT (TOGETHER THE "TOWN") AND THE VILLAGE OF ISLAND PARK ("VILLAGE") TO ALLOW THE VILLAGE TO USE THE FUELING STATION AT THE OCEANSIDE SANITATION FACILITY

WHEREAS, the VILLAGE'S fuel dispensing facilities need to be replaced; and

WHEREAS, the Department of Sanitation facility located in Oceanside, New York has a fuel dispensing system; and

WHEREAS, the VILLAGE has asked the TOWN to use the fuel dispensing system at the Oceanside facility to fuel its vehicles; and

WHEREAS, the TOWN and VILLAGE are authorized by law to enter into such an agreement; and

WHEREAS, the Village Board of the VILLAGE duly passed a resolution on June 5, 2018 authorizing this Agreement; and

WHEREAS, it is in the public interest to enter into such Inter-Municipal Agreement and the Commissioner of Sanitation has recommended that such Inter-Municipal Agreement be executed;

NOW, THEREFORE, BE IT

RESOLVED, that the Commissioner be and hereby is authorized to execute the Inter-Municipal Agreement between the TOWN and the VILLAGE; and

BE IT FURTHER

RESOLVED, that all monies collected and paid in connection with this Agreement shall be deposited by the Comptroller into the Refuse and Garbage Charges From Other Governments Account #RV 301-006-0301-2376.

The foregoing was adopted upon roll call as follows:

AYES: ()

NOES: ()

* * * * *

Item # 16

Case # 17083

THIS AGREEMENT made the 6 day of June 2018, by and between the **TOWN OF HEMPSTEAD** (hereinafter the "TOWN") a municipal corporation, having its principal office at 1 Washington Street, Hempstead, New York, on behalf of the **TOWN OF HEMPSTEAD REFUSE DISPOSAL DISTRICT** (hereinafter referred to as the "DISTRICT"); and the **VILLAGE OF ISLAND PARK** (hereinafter referred to as the "VILLAGE"), a municipal corporation, having its principal office at 127 Long Beach Road, Island Park, New York.

WITNESSETH:

WHEREAS, the VILLAGE'S fuel dispensing facilities required repair; and

WHEREAS, the Department of Sanitation facility located in Oceanside, New York has a fuel dispensing system; and

WHEREAS, the VILLAGE has asked the TOWN to use the fuel dispensing system at the Department of Sanitation in Oceanside, New York to fuel its vehicles; and

WHEREAS, the Town Board upon the recommendation of the Commissioner of the Department of Sanitation, believes that the valuation of the services set forth below would be appropriate; and

WHEREAS, the TOWN and VILLAGE are authorized by law to enter into such an agreement; and

WHEREAS, the Village Board of the VILLAGE duly passed a resolution on June 5, 2018 authorizing this Agreement; and

WHEREAS, it is in the best interests of the TOWN to enter into such an agreement;

NOW, THEREFORE, it is mutually covenanted and agreed as follows:

1. This agreement shall remain in effect until such time as the Village has notified the Town that the replacement of its fuel dispensing systems is complete and that they have received all necessary approvals to begin utilizing the fuel dispensing system and that the Village no longer needs to utilize the Oceanside fueling station.

2. Village vehicles shall be permitted to fuel their vehicles at the Department of Sanitation Oceanside facility during the hours of 6:30 a.m. and 3:30 p.m., Monday through Friday and 6:30 a.m. and 1:30 p.m. on Saturday.

3. The VILLAGE agrees to pay the TOWN the actual cost of the fuel dispensed to the Village vehicles plus an administrative charge equal to five percent (5%) of total cost of the fuel to cover the additional costs incurred by the TOWN in providing this service to the VILLAGE.

4. The VILLAGE will be billed monthly. Payment must be made to the Town of Hempstead Department of Sanitation within thirty (30) days of receipt of bills.

5. The VILLAGE is entering into this Agreement by authority of the Village Board.

6. The VILLAGE covenants and agrees to hold harmless the Town of Hempstead, the Town of Hempstead Refuse Disposal District from and against any and all claims, suits, losses or damages to person or property arising from this Agreement.

7. This agreement may be modified, amended or extended if done so in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have executed this agreement.

TOWN OF HEMPSTEAD on behalf
of the TOWN OF HEMPSTEAD
REFUSE DISPOSAL DISTRICT

Kenneth J. Pritchard
Approved as to Department
Dated: 6/7/18

By: _____
Commissioner Kenneth J. Pritchard, P.E.
Dated: _____

JJR by CSK
Town Attorney
Dated: 6/1/18

VILLAGE OF ISLAND PARK
By: Michael McGinty
Mayor Michael McGinty
Dated: 06/06/18

Town Comptroller
Dated: _____

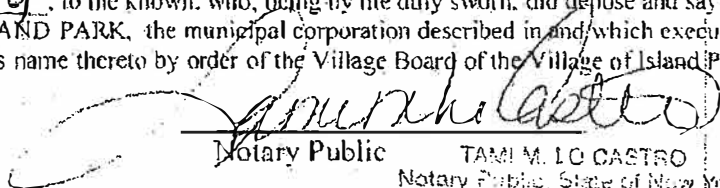
APPROVED AS TO
AVAILABLE FUNDS
By: [Signature] Date: 6/7/18
[Signature] 6/8/18
KEVIN R. CONROY
TOWN COMPTROLLER
[Signature]
MICHAEL J. CAPOBIANCO
COMPTROLLER'S OFFICE
BUDGET DIVISION

STATE OF NEW YORK)

) SS.:

COUNTY OF NASSAU)

On the 10 day of June, 2018, before me personally came MICHAEL STICINTY, to me known, who, being by me duly sworn, did depose and say that he is the Mayor of the VILLAGE OF ISLAND PARK, the municipal corporation described in and which executed the foregoing instrument; that he signed his name thereto by order of the Village Board of the Village of Island Park.



Notary Public TAMI M. LO CASTRO

Notary Public, State of New York

No. 01100194101

Qualified in Nassau County

Commission Expires 5/25/20 20

STATE OF NEW YORK)

) SS.:

COUNTY OF NASSAU)

On the ___ day of _____, 2018, before me personally came Kenneth J. Pritchard, P.E., to me known, who, being by me duly sworn, did depose and say that he is the Commissioner of Sanitation of the Town of Hempstead, the municipal corporation described in and which executed the foregoing instrument; that he signed his name thereto by order of the Town Board of the Town of Hempstead.

Notary Public

Emergency Meeting of the Board of Trustees of the Inc. Village of Island Park, Nassau County, New York, held on the 5th day of June, 2018 at the Village Hall, 127 Long Beach Road, Island Park, New York.

At an Emergency Meeting of the Board of Trustees of the Inc. Village of Island Park, Nassau County, New York, held at the Village Hall, in Island Park, New York, in said Village, on the 5th day of June, 2018 at 5:30 o'clock P.M., Prevailing Time.

The meeting was called to order by Mayor Michael McGinty, and upon roll being called, the following were:

PRESENT: Mayor Michael McGinty, Deputy Mayor Joseph Annarella, Trustee Irene Naudus, Trustee Barbara Volpe-Ried, and Trustee Michael Gagliardi.

ABSENT: Village Attorney Susan Boland.

The following Resolution was offered by Trustee Irene Naudus and seconded by Trustee Michael Gagliardi to wit:

WHEREAS, the Village of Island Park's ("VILLAGE") fuel dispensing facilities need to be replaced; and

WHEREAS, the Town of Hempstead ("TOWN") has a fuel dispensing facility located in Oceanside, New York; and

WHEREAS, it is in the best interest of the Village to enter into an Inter-Municipal Agreement with the Town;

NOW THEREFORE BE IT RESOLVED that the Mayor is authorized to execute the Inter-Municipal Agreement between the Town and the Village.

The question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:


Trustee Gagliardi ___ VOTING AYE _____
Trustee Volpe-Ried ___ VOTING AYE _____
Trustee Naudus ___ VOTING AYE _____
Trustee Annarella ___ VOTING AYE _____
Mayor McGinty ___ VOTING AYE _____

The Resolution was thereupon declared duly adopted.

IN WITNESS WHEREOF, I have hereto set my hand and affixed the seal of the Inc. Village of Island Park this 6th day of June 2018.



CORPORATE SEAL


Constance L. Conroy
Village Clerk

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 FROM RESIDENCE "B" TO "GOLDEN AGE" (GA) DISTRICT A PARCEL OF LAND LOCATED IN EAST MEADOW, NEW YORK, AND IDENTIFIED AS SECTION: 50, BLOCK: B, LOT: 317 ON THE LAND AND TAX MAP OF THE COUNTY OF NASSAU.

WHEREAS, the applicant, Beechwood East Meadow LLC, has submitted to the Town of Hempstead an application to rezone a 4.54 acre parcel of land on the east side of Merrick Avenue, 724.50 feet north of Peters Gate, East Meadow, New York, from Residence "B" District to "Golden Age"; and

WHEREAS, the purpose of the proposed rezoning from Residence "B" District to "Golden Age" (GA) District is to allow for the demolition of an existing Temple and for the construction of 104 Condominium Units with a clubhouse, pool and pavilion; and

WHEREAS, the proposed action is an Unlisted Action as defined in 6NYCRR Part 617; 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 # 17

Case # 29938

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 "B" District to "Golden Age" (GA) District for said parcel of land located in East Meadow, 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
resolution and moved its adoption:

offered the following

RESOLUTION AUTHORIZING THE REIMBURSEMENT OF A FEE INCURRED BY AN EMPLOYEE IN THE DEPARTMENT OF CONSERVATION AND WATERWAYS FOR THE NASSAU SUFFOLK LANDSCAPE GROUNDS ASSOCIATION RECERTIFICATION TRAINING COURSE

WHEREAS, Scott Henderson and Benjamin Cruz, employees in the Department of Conservation and Waterways (the "Employees"), attended the annual recertification course sponsored by the Nassau Suffolk Landscape Grounds Association ("NSLGA") on January 25, 2018 (the "Course"), for training used in connection with their departmental duties and responsibilities; and

WHEREAS, NSLGA required a registration fee to attend the Course in the amount of \$90.00 per attendee (the "Registration Fee"); and

WHEREAS, Scott Henderson, has paid or intends to pay the Registration Fee for the Employees attendance at the Course in the total amount of One Hundred Eighty (\$180.00) dollars; and

WHEREAS, the Commissioner of the Department of Conservation and Waterways (the "Commissioner") has recommended that it is in the best interest of the Town of Hempstead to reimburse Scott Henderson, for the Registration Fee for the Employees; and

WHEREAS, consistent with the Commissioner's recommendation, the Town Board desires to authorize the reimbursement of the Registration Fee for the Employees to the Scott Henderson.

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board hereby approves the payment of the Registration Fee for the Employees in the amount of One Hundred eighty (\$180.00) dollars; and be it further

RESOLVED, that the Comptroller be and hereby is authorized to reimburse Scott Henderson for the Registration Fee for the Employees, upon satisfactory proof that such payment was made to NSLGA, and that such reimbursement be charged against and paid from the Department of Conservation and Waterways Office Expense Code 010-006-8730-4040.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

18

Case #

18715

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution
and moved its adoption as follows:

RESOLUTION AUTHORIZING THE PAYMENT
OF PUBLIC SAFETY INSURANCE PREMIUM.

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

WHEREAS, the Town in compliance with this statute has obtained a quote from Berkley Assurance through the Town's broker, Marsh U.S.A., Inc., in the amount of \$10,377.00 for the policy period of July 1, 2018 to July 1, 2019; and

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

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor is hereby authorized to make payment of the required insurance premium in the amount of \$10,377.00 (\$10,000.00 premium and \$377.00 New York State surplus lines tax) to Marsh U.S.A. Inc., P.O. Box 417724, Boston, MA 02241-7724 with such payment to be made from Account No. 010-001-1910-4070.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 20

Case # 16452

CASE NO.

RESOLUTION NO.

Adopted:

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

RESOLUTION AUTHORIZING THE SUPERVISOR TO RENEW THE TOWN'S FIRE, MULTI-PERIL, AND FLOOD INSURANCE POLICIES AND TO PAY THE ASSOCIATED PREMIUMS.

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

WHEREAS, the Town's existing insurance policy and the existing flood insurance policy both expire on June 30, 2018 and the Town is desirous of continuing such coverage; and

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor be and hereby is authorized to execute such document or documents necessary to obtain fire and multi-peril insurance coverage and excess flood insurance coverage on selected town and town special district locations, properties, equipment, and contents commencing July 1, 2018 with American Home Assurance Company, and RSUI Indemnity Co. for a one year term and to pay premiums for such insurance coverage to Marsh USA, Inc., P.O. Box 417724, Boston, MA 02241-7724 in the amount of \$693,008.00 and with premiums to be paid out and charged to the insurance accounts of the appropriated funds.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

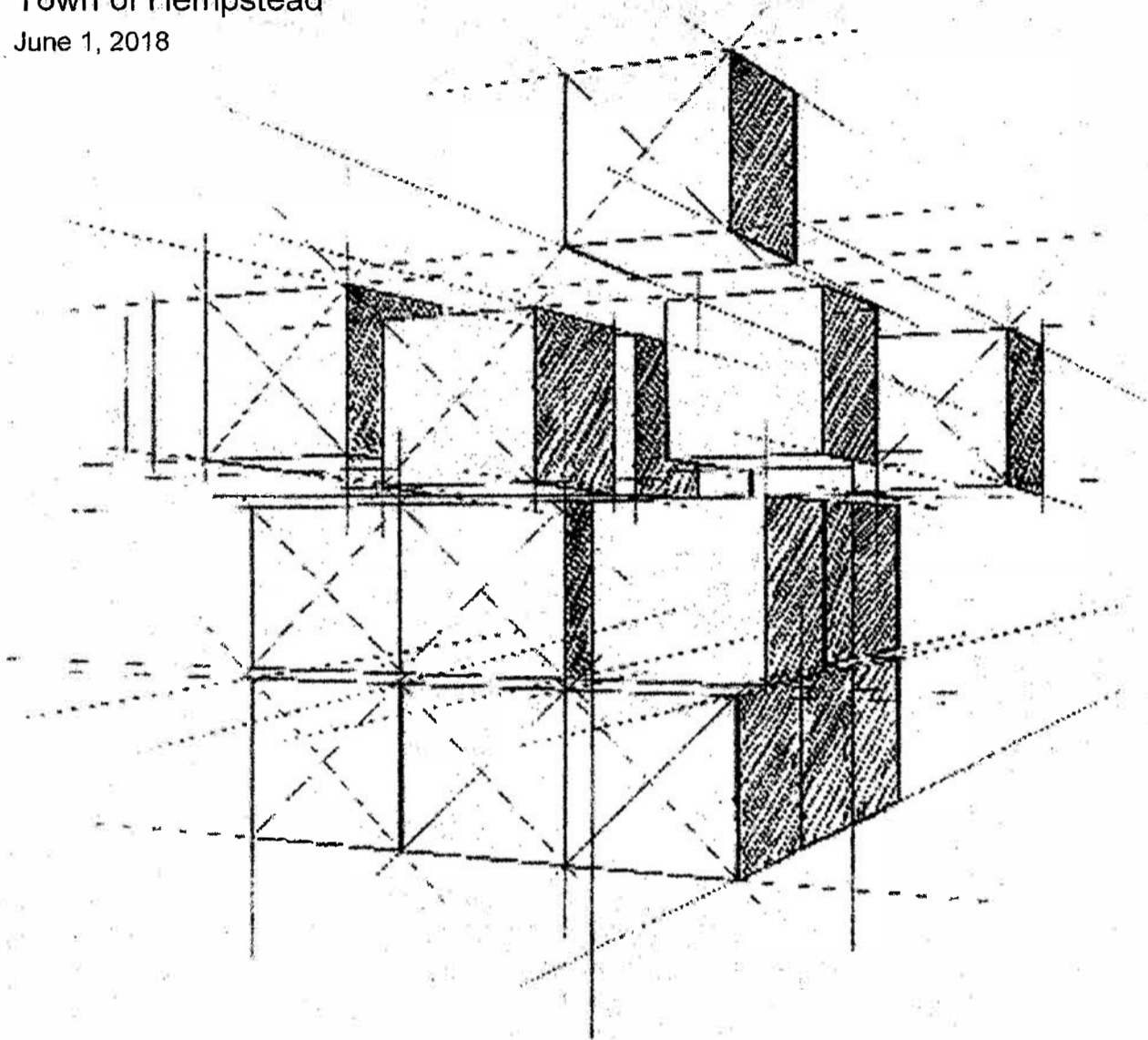
21

Case #

16452

MARSH 3D RENEWAL PROPOSAL: PROPERTY

Town of Hempstead
June 1, 2018



SOLUTIONS... DEFINED, DESIGNED, AND DELIVERED

EXECUTIVE SUMMARY

We are pleased to present our proposal for the renewal of the Property and Excess Flood coverage for Town of Hempstead for the July 1, 2018 -19 policy term.

When we discussed the renewal strategy it was decided to go through our annual marketing effort for the property and excess flood lines of coverage. We were successful in obtaining proposals from AIG on the Property and RSUI on the Excess Flood. We received declinations from AIG, Affiliated FM, CNA, Liberty and Zurich.

Property

We successfully obtained a quote from AIG with a 1.7% rate reduction over expiring including TRIA. We are very pleased with the result given the current state of the Property market as well as the 2.5% rate reduction we achieved last year.

We were successful in negotiating some sublimit increases which are outlined in the coverage comparison.

Excess Flood

We obtained a quote from RSUI with a 5% rate increase over expiring. The DIC marketplace has been seeing increases across the board given unsustainable rate reductions accompanied with the hurricane season this past year. RSUI was originally indicating a 10% rate increase over expiring which we were successfully able to negotiate to a 5% increase. Given the market conditions for this line of coverage we find this to be a good result.

We successfully maintained terms and conditions as expiring.

Overall the renewal for both lines of coverage resulted in a premium increase of 3% over expiring (including TRIA premium).

As always, we look forward to working with Town of Hempstead as your trusted insurance advisor.

PREMIUM COMPARISON—PROPERTY & EXCESS FLOOD

	Expiring Program (2017-2018)		Renewal (2018-2019)		% Change
PREMIUMS					
ALL RISK PROPERTY					
Insurer	AIG		AIG		
Limits of Liability	\$	250,000,000	\$	250,000,000	
Total Insurable Value (TIV)	\$	285,499,345	\$	290,724,315	1.83%
All Risk Property Premium	\$	409,831	\$	417,189	1.80%
Boiler & Machinery Premium					
TRIA Accepted	\$	18,100	\$	10,922	
Total All Risk Property Premium	\$	427,931	\$	428,111	0.04%
All Risk Property Rate per \$100 (Without TRIA)		0.1435		0.1435	-0.03%
Composite Property Rate per \$100 (Including TRIA)		0.1499		0.1473	-1.76%
Commission %		20.0%		20.0%	
Engineering Fee	\$	3,500.00	\$	3,500.00	
Taxes/ Surcharges/Assessments	\$	-	\$	-	
Total Fee & Surcharge	\$	3,500.00	\$	3,500.00	
Total Program Cost	\$	431,431.00	\$	431,611.00	0.04%
DIFFERENCE IN CONDITIONS (DIC)					
Insurer	RSUI		RSUI		
Limits of Liability	\$15,000,000 x/s \$5,000,000		\$15,000,000 x/s \$5,000,000		
Total Schedule Value (TIV)	\$	132,647,090	\$	137,922,090	3.98%
Difference in Conditions Premium	\$	239,400	\$	261,397	9.19%
TRIA Accepted					
Total Difference in Conditions Composite Premium	\$	239,400	\$	261,397	9.19%
Difference in Conditions Rate per \$100		0.1805		0.1895	5.01%
Composite DIC Rate per \$100 (Including TRIA)		0.1805		0.1895	5.01%
Commission %		12.5%		12.5%	
Engineering Fee	\$	-	\$	-	
Taxes/ Surcharges	\$	-	\$	-	
Total Fee & Surcharge	\$	-	\$	-	
Total Program Cost	\$	239,400.00	\$	261,397.00	9.19%
TOTAL PROPERTY	\$	670,831.00	\$	693,008.00	3.31%

COVERAGE COMPARISON—PROPERTY

TOWN OF HEMPSTEAD 7/1/18 – 7/1/19 PROPERTY COMPARISON		
Carriers	AIG – Expiring	AIG - Renewal
Issuing Paper	American Home Assurance Company	American Home Assurance Company
Admitted Status	Admitted	Admitted
Limits of Liability		
Policy Limit	\$250,000,000	\$250,000,000
Earthquake Per Occurrence / Annual Aggregate	\$50,000,000	\$50,000,000
Flood Per Occurrence / Annual Aggregate	\$50,000,000	\$50,000,000
Special Flood Hazard Area (SFHA) - 100 Year Flood	\$5,000,000	\$5,000,000
Named Windstorm Per Occurrence	\$215,000,000	\$215,000,000
Coverage Sublimits		
Accounts Receivable	\$1,000,000	\$1,000,000
Business Interruption	Included	Included
Brand or Trademark	\$100,000	\$100,000
Contractors Equipment	\$100,000	\$100,000
Contingent Time Element	\$250,000	\$250,000
Debris Removal	\$10,000,000	\$10,000,000
Deferred Payments	\$250,000	\$250,000
Cyber Coverages:		
a. Electronic Data		
Standard Perils	\$5,000,000	\$5,000,000
Cyber Perils	\$100,000	\$100,000
b. Electronic Equipment	\$100,000	\$100,000
c. Denial of Service Attack	\$100,000	\$100,000
d. Cyber Peril Service Interruption	\$100,000	\$100,000
Cyber Peril Service Interruption Extended Period of Indemnity	30 days	30 Days
e. Data Preservation Expenses	\$100,000	\$100,000
f. Maximum Cyber Period of Indemnity	30 days	30 Days
Equipment Breakdown	\$50,000,000	\$50,000,000
Errors And Omissions	\$2,500,000	\$2,500,000
Expediting Expense	\$5,000,000	\$5,000,000
Extended Period of Liability/Indemnity (In Days)	60 days	60 Days
Extra Expense	\$10,000,000	\$10,000,000
Fine Arts	\$1,000,000	\$1,000,000
Fire Fighting Expenses	\$1,000,000	\$1,000,000
Land and Water Contaminant or Pollutant Clean-Up Removal and Disposal - Aggregate	\$100,000	\$100,000
Law & Ordinance		
A. Value Of Undamaged Portion That Was Demolished	Included	Included
B. Demolition Of The Undamaged Portion As Required By Code	\$5,000,000	\$5,000,000

COVERAGE COMPARISON—PROPERTY

TOWN OF HEMPSTEAD 7/1/18 – 7/1/19 PROPERTY COMPARISON		
Carriers	AIG – Expiring	AIG –Renewal
Coverage Sublimits (continued)		
C. Increased Cost Of Construction Due To Codes (Both The Damaged And Undamaged)	\$5,000,000	\$5,000,000
Miscellaneous Unnamed Location	\$2,500,000	\$5,000,000
Mold (Ensuing Coverage Only) - Aggregate	\$1,000,000	\$1,000,000
Newly Acquired Property	\$5,000,000	\$5,000,000
Newly Acquired Property - Days to Report	120 days	N/A
Outdoor Shrubs And Plants	\$250,000	\$1,000,000
Preservation of Property	\$1,000,000	\$1,000,000
Service Interruption	\$500,000	\$500,000
Soft Costs	\$1,000,000	\$1,000,000
Spoilage	\$250,000	\$250,000
Terrorism (TRIA) - Certified - Per Occurrence	Included	Included
Transit	\$500,000	\$500,000
Upgrade to Green®	25% with a maximum of \$500,000	25% with a maximum of \$500,000
Valuable Papers and Records	\$1,000,000	\$1,000,000
Added Coverage Enhancements		
Outdoor Property	\$250,000	\$1,000,000
Street Lamp Project	\$2,000,000	N/A
Exhibition Coverage for Rock Hall Library Books	\$214,000	N/A
Radioactive Contamination	\$50,000	\$50,000
Research and Development Expenses	\$100,000	\$100,000
Additional Time Element Provisions		
Maximum Operations Period of Indemnity (Gross Profits)	12 months	12 months
Maximum Construction Period of Indemnity (Gross Profits)	12 months	12 months
Deductibles		
Deductibles		
All Peril (AOP)	\$50,000	\$50,000
Cyber Waiting Period	48 hours	48 hours
Cyber Peril Service Interruption Qualifying Period	48 hours	48 hours
Service Interruption (Qualifying Period)	24 hours	24 hours
Equipment Breakdown - Each Accident	\$50,000	\$50,000
Earthquake Per Occurrence	\$50,000	\$50,000
Flood Per Occurrence	\$100,000	\$100,000
Special Flood Hazard Area (SFHA) - 100 Year Flood	5% w/ \$1,000,000 MIN	5% of TIV w/ \$1,000,000 MIN
Named Windstorm Per Occurrence	3% w/ \$100,000 MIN	3% of TIV w/ \$100,000 MIN

COVERAGE COMPARISON— XS FLOOD

TOWN OF HEMPSTEAD 7/1/18 – 7/1/19 EXCESS FLOOD COMPARISON		
Carriers	RSUI – Expiring	RSUI – Renewal
Carrier Details		
Issuing Paper	RSUI Indemnity Company	RSUI Indemnity Company
Admitted Status	Admitted	Admitted
AM Best Rating	A+ XIII	A+ XIII
Policy Form Name	RSUI Excess Physical Damage Form	RSUI Excess Physical Damage Form
Policy Edition Date	2016	2016
Underlying Limits of Liability		
Underlying Carrier		
Underlying Carrier	AIG	AIG
Flood Per Occurrence / Annual Aggregate		
Special Flood Hazard Area (SFHA) - 100 Year Flood	\$5,000,000	\$5,000,000
DIC Limits of Liability		
Flood Per Occurrence / Annual Aggregate		
Special Flood Hazard Area (SFHA) - 100 Year Flood	\$15,000,000	\$15,000,000
Underlying Deductibles		
Flood Per Occurrence / Annual Aggregate		
Special Flood Hazard Area (SFHA) - 100 Year Flood	5% with \$1,000,000 minimum	5% with \$1,000,000 minimum
Definitions		
Underlying Definitions		
Flood Definition	Must follow underlying carrier definition	Must follow underlying carrier definition
Occurrence Definition	168 hours unless otherwise specified by underlying carrier	168 hours unless otherwise specified by underlying carrier
DIC Definitions		
Flood Definition	Must follow underlying carrier definition	Must follow underlying carrier definition



AmWINS Brokerage of New York, Inc.
Wall Street Plaza
88 Pine Street - 6th Floor
New York, NY 10005

amwins.com

May 29, 2018

Thomas De Jianne
Marsh USA
1166 Avenue of the Americas
New York, NY 10036

RE: Town of Hempstead
Excess Flood Quotation

EXCESS FLOOD QUOTATION

Dear Thomas:

Please find attached the Excess Flood Quotation for Town of Hempstead. Here is a summary of the terms and conditions:

INSURED: Town of Hempstead

MAILING ADDRESS: 1 Washington St
Hempstead, NY 11550

CARRIER: RSUI Indemnity Company

PROPOSED POLICY PERIOD: From 7/1/2018 to 7/1/2019
12:01 A.M. Standard Time at the Mailing Address shown above

POLICY PREMIUM:	\$261,397.00	Premium
	\$261,397.00	Total Premium, Taxes and Fees

TRIA PREMIUM: Not included

MINIMUM EARNED PREMIUM: 25%

COMMISSION: 12.500% of premium excluding fees and taxes

SUBJECTIVITIES: Please refer to the attached carrier quote.

COMMENTS:

The attached Quotation from the carrier sets out the precise coverage terms and conditions being proposed. Please review this information carefully as the terms being offered may differ from the specifics you requested in your submission.

Please note this Quotation is valid until 7/1/18. If after reviewing you have any questions or requested changes,

feel free to contact me.

Thank you for the opportunity to provide this Quotation and I look forward to hearing from you.

Sincerely,

John Florido

Assistant Vice President | AmWINS Brokerage of New York, Inc.
T 212.858.8916 | F 704.943.9015 | john.florido@amwins.com
Wall Street Plaza | 88 Pine Street - 6th Floor | | New York, NY 10005 | amwins.com

On behalf of,

Jon Danile

Executive Vice President | AmWINS Brokerage of New York, Inc.
T 212.858.8922 | M 917.903.2335 | F 704.943.9015 | jon.danile@amwins.com
Wall Street Plaza | 88 Pine Street - 6th Floor | New York, NY 10005 | amwins.com

In California: AmWINS Brokerage of New York Insurance Agency | License OD15117



May 29, 2018

AMWINS
Robert Gibson

ATTENTION: JON DANILE

RE: Property Quote

Submission Number: 109998
Renewal of: NHD901166
Company: RSUI Indemnity Company
(A.M. Best rating: A+ XIV and S&P rating: A+)
Coverage: Property

Insured: **Town of Hempstead
Hempstead, NY**

Policy Dates: July 01, 2018 - July 01, 2019

Property Limits: \$15,000,000 per occurrence and annual aggregate Flood, subject to conditions of the Scheduled Limit of Liability form

In Excess Of: \$5,000,000 per occurrence and annual aggregate Flood

Valuation: Per Primary

Total Insured Value: \$137,922,090

Coverages:

- Building
- Personal Property

This excess only covers the locations in critical flood zones per the SOV on RSUI file received 5/15/18 with TIV of \$137,922,090, however this xs will allow the full TIV of \$290,724,315 to erode our attachment.

Perils: Flood

- Excluding Terrorism

Form: RSUI Excess Physical Damage Form - 2016 Edition

Underlying Deductible: This excess policy will require the primary to have at minimum the following:

Flood - Zones beginning with the Letter A - 5.00% *, subject to a minimum of \$1,000,000 per occurrence (Property Damage)

* If the Deductible is expressed as a percentage (unless otherwise stated), the Deductible is calculated separately for and applies separately to each building that sustains loss or damage, the personal property at each building at which

there is loss or damage to personal property, Personal property in the open, Business Income and Extra Expense. If there is damage to both a building and personal property in that building, separate deductibles apply to the building and to the personal property.

Remarks:

TRIA not quoted since flood only perils; if TRIA required, will be subject to a 50% surcharge to the quoted premium.

Please verify the Full SOV TIV of \$290,724,315 and forward that SOV that can erode our attachment for our file.

In addition to underlying limits, this coverage attaches excess of primary deductibles.

Policy Attachments

- Exclusion And Limited Additional Coverage - Electronic Data RSG 94030 1003
- Exclusion And Limited Additional Coverage For Fungus RSG 96004 0210
- Exclusion of Pathogenic or Poisonous Biological or Chemical Material RSG 96014 0504
- Exclusion Of Terrorism - Exception Covering Certain Fire Losses RSG 96064 0817
- Scheduled Limit Of Liability RSG 94060 0515

Premium Amount

Premium:	\$261,397.00
Gross Premium:	\$261,397.00
Minimum Earned Premium:	25.00%

The premium amount does not include state assessments & fees, if applicable.

Comments:

Coverage has been "rejected" by the insured for all acts of terrorism including but not limited to those that are certified by the Secretary of the Treasury under the Terrorism Risk Insurance Act.

Please read all terms and conditions shown above carefully as they may not conform to specifications shown on your submission.

This Quote is valid until 07/01/2018.

We greatly appreciate your business.





American Home Assurance Company
(A CAPITAL STOCK COMPANY)
Executive Offices: 175 Water Street, New York, New York, 10038

**COMMERCIAL PROPERTY POLICY
INSURANCE PROPOSAL**

Thank you for giving AIG an opportunity to quote your business. Our proposal is attached for your consideration. In addition, we have highlighted the key benefits of choosing AIG as your partner in helping mitigate risk. These benefits include optional coverages and service capabilities which can be adjusted to adapt to your ever changing business needs. We hope that you find our offering compelling but if you would like to discuss options or if you have any questions please do not hesitate to contact us. Our goal is to provide you with a product that meets your needs or in other words, a program you can call your own.

WHY AIG?

Helping clients stay ahead of risk and serving as their partner in times of need is WHY AIG is here. No matter your challenge, AIG's proven strength and market-leading capacity has the right resources to protect you. You can be stronger with our financial strength and significant investments in technology and engineering. Please visit our [website](#) which brings together useful topics and tools that help brokers and clients make smart insurance buying decisions.

Property Performance Series Policy

Property Performance is one of the most advanced All Risks property damage and business interruption products available, providing both market leading coverage and world class loss prevention service. The form is designed to provide broad coverage without adding complex endorsements, and is written with clarity of coverage with the goal of making the claims process as smooth as possible. The product is also underpinned by a tailored risk engineering strategy to help you mitigate loss and minimize interruption to your business operations. Here are just some of the ways Property Performance can help your business:

- **No coinsurance penalties** – We recognize your business is dynamic and changes over time and you deserve insurance protection which adapts along with your business. For example, replacement cost values you report at the beginning of the policy term may not be representative of your exposure at the time of the loss, and to protect you from normal fluctuations in your business, our policy has been designed with no coinsurance or similar penalties. We will work with you to ensure your values accurately reflect the replacement cost of covered property to make sure your needs are met at the time of loss.
- **Optimized Business Interruption Cover** – Regardless of the methodology you use to report business interruption values, when you experience a claim, our policy provides indemnification using the most favorable business interruption option. Whether you suffer severe damage that takes a long time to repair or minor damage with a long term impact on your business, we calculate the loss on a gross earnings basis as well as a gross profits basis – and pay the greater of the two methods.
- **Cyber Coverage** – Our policy allows for broad cyber coverage including business interruption as well as your costs to restore your electronic data that has been corrupt from a cyber peril such as hacking or computer virus.
- **Upgrade to Green®** – Our policy allows for you to repair damaged property with materials which qualify or are certified to a specific green standard. Why? Because it is the right thing to do and helps improve your corporate social responsibility.

Our Claims Promise

In the event of a major claim, AIG will confirm coverage under the policy as quickly as possible. Once coverage is confirmed, we promise to provide you with immediate working funds of 50% of your share of the agreed estimate within 7 days for: Repairs to covered damaged property, clean-up costs, and extra expense (if provided). This payment will be made on an unallocated basis.

Risk Engineering Services

Our risk engineering team with decades of experience can create tailored solutions that will empower you to reduce risk and maintain your business continuity. Our world-class risk engineering specialists are equipped to offer a complete assessment of hazards related to: occupancy, natural disaster, equipment breakdown, and security to help you build an effective program to protect your people and your business. AIG risk engineers average nearly 25 years of experience across all industries. Review our [Risk Engineering website](#) to learn more.

Cyber Risk Management Services

From our innovative loss prevention tools — that help educate and potentially prevent a breach of your cyber security — to the services provided by our CyberEdge® Breach Resolution Team, insureds receive responsive guidance every step of the way in potentially mitigating and responding to cyber risk, such as data breaches and computer hacking. AIG's Cyber Services may be available to you if cyber coverage is elected. Please review our [brochure](#) for more information about our services and capabilities.

Our Multinational Capabilities

As your business grows, you can turn to AIG as a trusted partner for customized and seamless multinational insurance solutions. With over 500 commercial property underwriters, 350 commercial property claims specialists and 600 risk engineers throughout the world, you can count on AIG's exceptional breadth of products, local market knowledge, and outstanding claims service across our global network to handle your business needs. Please visit our [multinational website](#) to review our reports, white papers and capabilities.

The above sections provide a general description of our services and capabilities that may be available to you, but may not be included with this product offering. AIG is the marketing name for the worldwide property-casualty, life and retirement, and general insurance operations of American International Group, Inc. For additional information, please visit our website at www.aig.com. Products and services are written or provided by subsidiaries or affiliates of American International Group, Inc. Not all products and services are available in every jurisdiction, and insurance coverage is governed by actual policy language. Certain products and services may be provided by independent third parties. Insurance products may be distributed through affiliated or unaffiliated entities.



American Home Assurance Company
(A CAPITAL STOCK COMPANY)
Executive Offices: 175 Water Street, New York, New York, 10038

**COMMERCIAL PROPERTY POLICY
INSURANCE PROPOSAL**

Submission Number: 432178124

Renewal of: 025032533

Item 1. Named Insured and Address:

HEMPSTEAD, TOWN OF
1 WASHINGTON ST
HEMPSTEAD, NY 11550-4921

The Named Insured includes you and/or your affiliated and subsidiary companies and/or corporations as now exist or may hereafter be incorporated, constituted or acquired, including their interests as may appear in partnerships or joint ventures which you are legally obligated to insure.

Item 2. Mortgageholder, Loss Payees, and Additional Insureds: Per Certificates of Insurance on file with us or any endorsement attached to and forming a part of this Policy.

Item 3. Policy Period:

From: 01 July 2018 To: 01 July 2019
(12:01 a.m., Standard Time at the covered location.)

Item 4. Coverage Territory:

United States, its territories and possessions and Puerto Rico, including their respective coastal waters. If any coverage is provided on a worldwide basis, such worldwide coverage shall not include any jurisdiction prohibited or restricted under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or the United States of America. Losses are only covered within the **coverage territory**.

Item 5. Premium and Engineering Fees:

The premium and fees stated below are based upon \$290,724,315 total insurable values reported by you:

	<u>Premium</u>	<u>Commission</u>
Total Premium:	\$428,111	20.00%

The above Total Premium includes the Premium Breakdown as set forth below:

Premium Breakdown:

- A. Premium for all perils except terrorism: \$417,189
- B. Premium for terrorism: \$10,922

Fees and Surcharges: (Not Included in the Total Premium unless otherwise indicated)

- A. Engineering Fee: \$3,500
- B. Surcharges and Other Fees: See Other Premium & Fee Conditions below

Other Premium & Fee Conditions:

- A. The Total Premium is inclusive of commission and premium associated with endorsements attached hereto. The Total Premium section and the Fees and Surcharges section above do not include other premium taxes, surcharges or fees that you may be responsible for. Please speak with your insurance representative to understand all such additional costs.
- B. Subject to any local regulatory requirements, all premium due must be remitted within 30 days after the inception date of the Policy or 15 days after receipt of the billing invoice, whichever is later.

Item 6. Policy Limit: \$250,000,000 This is our maximum liability in any one **occurrence** as a result of all covered loss or damage regardless of the number of **covered locations**, coverages, or **covered causes of loss** under this Policy.

Item 7. Sublimits of Liability: The sublimits of liability stated in this Policy are part of and not in addition to the **Policy Limit** and any sublimits of liability shown in **Item 7.A.** below. The sublimits of liability are: (1) the maximum amount we will pay for all covered loss or damage arising out of the specific perils or coverages and/or (2) the maximum number of days for which we will pay for all covered loss or damage for a specific coverage, regardless of the number of **covered locations**, coverages or **covered causes of loss** under this Policy. The sublimits of liability stated in this Policy are per **occurrence** unless otherwise indicated.

Regardless of the number of **occurrences**, any Annual Aggregate in this Policy is the maximum amount payable for all covered loss or damage for the applicable coverage or **covered cause of loss**.

If the words NOT COVERED are shown instead of a limit, sublimit amount or number of days, or if a specified amount or number of days is not shown corresponding to any coverage or Covered Cause of Loss, then no coverage is provided for that coverage or Covered Cause of Loss.

A. Sublimits Applicable to Specified Covered Causes of Loss – Each of these sublimits is part of and not in addition to the **Policy Limit**.

1. Earth Movement:

- a. Annual Aggregate: \$50,000,000 for all covered loss or damage arising out of **earth movement**
- b. Subject to **A.1.a.** above, the Annual Aggregate for all covered loss or damage arising out of **earth movement** in California, Alaska, Hawaii, and Puerto Rico combined: Not Covered
- c. Subject to **A.1.a.** above, the Annual Aggregate for all covered loss or damage arising out of **earth movement** in the **Pacific Northwest Earthquake Zone**: Not Covered
- d. Subject to **A.1.a.** above, the Annual Aggregate for all covered loss or damage

arising out of **earth movement** in the **New Madrid Earthquake Zone**: Not Covered

2. Flood:

- a. Annual Aggregate: \$50,000,000 for all covered loss or damage arising out of **flood**
- b. Subject to **A.2.a.** above, the Annual Aggregate for all covered loss or damage arising out of **flood** in a Special Flood Hazard Area (SFHA) as defined by the Federal Emergency Management Agency (FEMA) at the time of the loss: \$5,000,000

If the property that sustains physical loss or damage due to **flood** is partially in such Special Flood Hazard Area (SFHA), then the entire property shall be deemed to be in that Special Flood Hazard Area (SFHA) and the loss or damage will be subject to the sublimit stated **A.2.b.** above.

3. Named Storm:

- a. **Named Storm:** \$215,000,000 for all covered loss or damage arising out of **named storm**
- b. Subject to **A.3.a.** above, for all covered loss or damage arising out of **named storm** in the **Tier 1 High Hazard Wind Zone (Consisting of Texas to North Carolina, Hawaii, Puerto Rico and U.S. Virgin Islands)**: Not Covered
- c. Subject to **A.3.a.** above, for all covered loss or damage arising out of **named storm** in the **Tier 1 High Hazard Wind Zone (Consisting of Virginia to Maine)**: \$215,000,000
- d. Subject to **A.3.a.** above, for all covered loss or damage arising out of **named storm** in the **Tier 1 High Hazard Wind Zone (Florida)**: Not Covered
- e. Subject to **A.3.a.** above, for all covered loss or damage arising out of **named storm** in the **Tier 2 High Hazard Wind Zone**: Not Covered

For the purpose of the above sublimits of liability, **named storm** includes, but is not limited to, loss or damage from wind, hail, lightning, tornado, rain or water (whether driven by wind or not), **flood**, or any wind driven objects or debris.

In the event loss or damage by **flood** occurs concurrently or in any sequence with a **named storm**, regardless of whether the sublimits of liability for **flood** as shown in **A.2.a.**, **A.2.b.**, and/or **A.2.c.** (hereinafter, the **applicable flood sublimit**) is/are greater or less than the applicable Named Storm sublimit, the maximum amount we will pay per **occurrence** for all such covered loss or damage by **flood** shall be the **applicable flood sublimit**, subject always to the maximum applicable Named Storm sublimit. However, if **flood** is not covered, the maximum amount we will pay per **occurrence** for all such covered loss or damage arising out of **named storm** shall exclude loss or damage by **flood**.

- 4. **Equipment Breakdown:** \$50,000,000 for all covered loss or damage from **equipment breakdown**.

- 5. **Terrorism:** \$250,000,000 for all covered loss or damage arising out of **terrorism**

B. Sublimits Applicable to Additional Coverages – Each of these sublimits is part of and not in addition to the **Policy Limit** and any sublimits shown in Item **7.A.** of the Declarations.

1.	Accounts Receivable:	\$1,000,000 if caused by a covered cause of loss or \$100,000 if caused by a cyber peril
2.	Arson or Theft Reward:	\$100,000
3.	Brands and Labels:	\$100,000
4.	Cyber Coverages:	
	a. Electronic Data:	
	Standard Perils:	\$5,000,000
	Cyber Perils:	\$100,000
	Cyber Waiting Period:	48 hours
	b. Electronic Equipment:	\$100,000
	c. Denial of Service Attack:	\$100,000
	Cyber Waiting Period:	48 hours
	d. Cyber Peril Service Interruption:	\$100,000
	Cyber Peril Service Interruption Extended Period of Indemnity:	30 days
	Cyber Peril Service Interruption Qualifying Period:	48 hours
	e. Data Preservation Expenses:	\$100,000 Annual Aggregate
	f. Maximum Cyber Period of Indemnity:	30 days
5.	Debris Removal:	\$10,000,000
6.	Deferred Payments:	\$250,000
7.	Demolition and Increased Cost of Construction:	
	Demolition Coverage A:	\$250,000,000
	Demolition Coverage B:	\$5,000,000
	Demolition Coverage C:	\$5,000,000
8.	Errors or Omissions:	\$2,500,000
9.	Expediting Expenses:	\$5,000,000
10.	Fine Arts:	\$1,000,000
11.	Fire Brigade Charges:	\$1,000,000
12.	Fungus, Mold or Spore:	\$1,000,000
13.	Installation Coverage:	\$500,000
14.	Land and Water Clean-Up:	\$100,000
15.	Locks and Keys:	\$100,000
16.	Machinery or Equipment Startup Option:	\$5,000,000
17.	Miscellaneous Property:	\$5,000,000
18.	Money:	\$100,000
19.	Newly Acquired Property:	\$5,000,000

20.	Outdoor Property:	\$1,000,000
21.	Pairs or Sets:	\$250,000,000
22.	Preservation of Property:	\$1,000,000
23.	Professional Fees:	\$250,000
24.	Railroad Rolling Stock:	\$100,000
25.	Service Interruption:	\$500,000
26.	Spoilage:	\$250,000
27.	Transit:	\$500,000 maximum per occurrence sublimit, except Not Covered for all covered time element loss
28.	Upgrade to Green®:	25% of the amount payable for direct physical loss or damage, subject to a maximum per occurrence sublimit of \$500,000
29.	Valuable Papers and Records:	\$1,000,000

C. Sublimits Applicable to Additional Time Element Coverages - Each of these sublimits is part of and not in addition to the **Policy Limit** and any sublimits shown in Item **7.A.** of the Declarations.

1.	Attraction Property:	30 days, subject to a maximum per occurrence sublimit of \$500,000 and a distance limitation of 1 Miles
2.	Contingent Time Element:	\$250,000
3.	Contractual Penalties:	\$50,000
4.	Crisis Management:	Not Covered
5.	Extended Period of Indemnity:	60 days
6.	Extra Expense:	\$10,000,000
7.	Ingress & Egress:	Not Covered
8.	Interruption by Civil or Military Authority:	Not Covered
9.	Logistics Extra Cost:	\$100,000
10.	Rental Value:	Not Applicable months, subject to a maximum per occurrence sublimit of \$250,000
11.	Research and Development Expense:	\$100,000
12.	Royalties:	\$100,000
13.	Service Interruption:	\$1,000,000
	Extended Period of Indemnity:	30 days
	Qualifying Period:	24 hours
14.	Soft Costs:	\$1,000,000

D. Contractor's Equipment: The sublimits below for contractor's equipment are part of and not in addition to the **Policy Limit** and any sublimits shown in Item 7.A. of the Declarations.

\$10,000 for physical loss or damage to contractor's equipment per item subject to a maximum sublimit of \$100,000 per **occurrence**

Item 8. Additional Time Element Provisions:

- A. Ordinary Payroll:** Not Covered
- B. Maximum Operations Period of Indemnity (Gross Profits):** 12 months
- C. Maximum Construction Period of Indemnity (Gross Profits):** 12 months

Item 9. Maximum Amount Payable:

In the event of covered loss or damage hereunder, our liability shall be limited to the lesser of the following:

- A.** The actual adjusted amount of covered loss or damage, less applicable deductible(s), or
- B.** The **Policy Limit** or applicable sublimit(s) of liability in this Policy.

Item 10. Deductibles:

The deductibles shown below apply per **occurrence** unless otherwise stated.

A. Policy Deductible:

\$50,000 applicable to all covered loss or damage under this Policy.

B. Earth Movement:

- 1. \$50,000 applicable to all covered loss or damage arising out of **earth movement**.

C. Flood:

- 1. \$100,000 applicable to all covered loss or damage arising out of **flood** (other than as set forth in this Flood deductible section).
- 2. 5% of Total Insurable Values at the time of the loss at each **covered location** involved in the loss or damage, subject to a minimum of \$1,000,000 any one **occurrence** for all covered loss or damage arising out of **flood** at any property wholly or partially in a Special Flood Hazard Area (SFHA) at the time of the loss as defined by the Federal Emergency Management Agency (FEMA).

D. Named Storm:

- 1. 3% of Total Insurable Values at the time of the loss at each **covered location** involved in the loss or damage, subject to a minimum of \$100,000 any one **occurrence** for all covered loss or damage arising out of **named storm** (other than as set forth in this Named Storm deductible section);
- 2. 3% of Total Insurable Values at the time of the loss at each **covered location** involved in the loss or damage, subject to a minimum of \$100,000 any one **occurrence** for all covered loss or damage arising out of **named storm** in the **Tier 1 High Hazard Wind Zone (Consisting of Virginia to Maine)**;

E. Equipment Breakdown:

\$50,000 applicable to all covered loss or damage from **equipment breakdown**

In each case of loss or damage covered by this Policy, we shall not be liable unless you sustain covered loss or damage in a single **occurrence** greater than any applicable deductible described in this Policy and then only for the amount in excess of such deductible.

If an amount is not shown for any deductible, then that deductible shall not apply. Also, if an amount is not shown with respect to a part of a deductible, then such part shall not apply, but the rest of the deductible shall apply. When this Policy covers more than one **covered location**, the deductible shall apply against the total loss or damage covered by this Policy in any one **occurrence**, unless otherwise stated herein.

If two or more deductible amounts provided in this Policy apply to a single **occurrence**, the total to be deducted shall not exceed the largest applicable deductible unless otherwise stated in this Policy. However, if a separate Property Damage deductible and a separate Time Element deductible apply to loss or damage in a single **occurrence**, we shall apply both deductibles. For any coverage for which there is a waiting period or a time period before coverage commences, such period shall apply in addition to any applicable deductible(s) set forth in this Policy.

For avoidance of doubt, with respect to the largest applicable deductible, if covered loss or damage by **flood** occurs concurrently or in any sequence with a **named storm**, then we shall apply the **flood** deductible set forth in Item 10.C. or the **named storm** deductible set forth in Item 10.D., whichever is greater.

Special Terms and Conditions:

Producer

Producer: MARSH USA INC
Address: 1166 AVENUE OF THE AMERICAS
NEW YORK, NY 10036
Contact: Thomas De Jianne
Phone: 212-345-5081
Email: thomas.de-jianne@marsh.com

Other Conditions:

1. This Proposal is based on the terms and conditions of our Property Performance[®] series Commercial Property Policy, form number 113812 and 113813 (01/17) as amended herein and by endorsement.
2. There are State Notices and State Amendatory Endorsements that are not attached to this Proposal but such documents shall nevertheless amend the terms and conditions set forth in the Proposal. These documents will be provided upon your request and will be issued with and amend your Policy.
3. Coverage may not be bound without our written authorization.
4. This Insurance Proposal is based on information provided by the producer but is not confirmation that we have accepted all requested terms and conditions. We reserve the right to change this Proposal if there are any material changes in the losses, exposure, protection, management or ownership of the subject property prior to binding.
5. We may withdraw this Proposal at any time prior to acceptance and in no event will this Proposal remain open for acceptance beyond the effective date shown in **Item 3**, Policy Period.

Thank you for giving us an opportunity to provide this Insurance Proposal; we appreciate your business.

Sincerely,

AIG Contact Information

American Home Assurance Company
Leah Hoffman
Production Specialist
1650 Market St
Philadelphia, PA, 19103
Mobile: 267-314-1693
Office: 215-255-6484
Email: leah.sarro@aig.com

Authorized Representative

Date

Date Revised (If Applicable)

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution
and moved its adoption as follows:

RESOLUTION AUTHORIZING THE PAYMENT
OF PUBLIC SAFETY INSURANCE PREMIUM.

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

WHEREAS, the Town in compliance with this statute has obtained a quote from Berkley Assurance through the Town's broker, Marsh U.S.A., Inc., in the amount of \$10,377.00 for the policy period of July 1, 2018 to July 1, 2019; and

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

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor is hereby authorized to make payment of the required insurance premium in the amount of \$10,377.00 (\$10,000.00 premium and \$377.00 New York State surplus lines tax) to Marsh U.S.A. Inc., P.O. Box 417724, Boston, MA 02241-7724 with such payment to be made from Account No. 010-001-1910-4070.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:



QUOTATION

Date: 5/4/2018	
Producer Information: Apex Insurance Services 201 Concourse Boulevard Suite 260 Glen Allen, VA 23059 Attn: Bob Valentino Fax:	Submitted Risk Information: Town of Hempstead-PD 350 Front Street Hempstead, NY 11550

We are pleased to offer this quotation based on the information submitted. The policy forms and endorsements quoted may not be standard industry forms. These forms are available for your review. The terms and conditions offered may differ from your prior policy and from what you requested in your submission.

COMPANY: Berkley Assurance Company A+ XV (Non-Admitted)

Policy Term: July 1, 2018 to July 1, 2019
Description of Operations: Police Department
Total Premium: \$10,000
Terrorism Additional Premium: \$0 *Terrorism has been rejected by the insured
Advance Premium: \$10,000

Coverage Form: Police Professional Liability - Claims Made - VPPL 00 01 12 11

Police Professional Liability - Claims Made - Quote # 319038-1

Limits of Liability:	Annual Aggregate Limit	\$300,000
	Limit of Liability Per Claim	\$300,000
	Limit of Liability Per Person	\$300,000
Deductible:	\$2,500 Deductible	
Retroactive Date:	07/01/2016	

FORMS AND ENDORSEMENTS: Please read the policy forms and endorsements carefully.

FORM NUMBER	FORM TITLE
VUM 99 40 02 17	Policy Cover Page 2017
SC-PPLCM (12-11)	Police Professional Liability Claims-Made Declarations
SC-FORMS (11-10)	Schedule of Forms and Endorsements
IL 00 17 11 98	Common Policy Conditions
VPPL 00 01 12 11	Police Professional Liability Coverage Part
IL 12 01 11 85	Endt 01 Add Certified Holders Schedule
VUM SOS 01 16	Service of Suit
VPEL 00 01 12 11	Nuclear Energy Liability Exclusion Endorsement

VPEL 00 02 12 11	Fungi, Bacteria, and Viruses Exclusion
VPEL 00 03 12 11	Exclusion of Certified Acts of Terrorism
VPEL 00 04 12 11	Minimum Earned Premium
VPPL 00 03 12 11	Exclusion - Asbestos - Hazardous Properties
VPPL 00 05 12 11	Consent to Settle Endorsement
VPPL 00 08 12 11	Exclusion - Lead - Hazardous Properties
VPPL 00 09 12 11	Line of Duty Death Coverage
VPPL 00 10 12 11	Prior and Pending Litigation Exclusion
VPPL 00 13 12 11	Punitive & Exemplary Damages Endorsement
VPPL 00 14 12 11	Tear Gas Coverage

THIS QUOTATION IS SUBJECT TO RECEIPT AND REVIEW OF THE FOLLOWING INFORMATION WITHIN THE SPECIFIED TIMEFRAME:

- Completed Verus Surplus Lines Tax letter, Required Within 30 Days of Binding.

Standard Terms and Conditions:

1. Flat cancellations are not permitted.
2. A written bind request must be received to bind coverage
3. This quote is valid for 30 days.
4. Maintenance of General Liability for the duration of this policy term
5. All policies are 25.00% minimum earned upon binding.

Thank you for this opportunity quote this business.

CASE NO.

RESOLUTION NO.

Adopted:

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

**RESOLUTION AUTHORIZING PAYMENT TO STACK INSURANCE AGENCY FOR A
POLICY OF INSURANCE FOR GARAGE KEEPERS LIABILITY COVERAGE AT
ATLANTIC BEACH ESTATES**

WHEREAS, the Town of Hempstead provides valet parking for its patrons at its Atlantic Beach Estates facility; and

WHEREAS the Town of Hempstead requires a general liability insurance policy to cover the Atlantic Beach Estates from July 1, 2018 to July 1, 2019; and

WHEREAS, it is in the public interest to have valet parking services provided by the Town at its Atlantic Beach Estates facility covered by liability insurance;

NOW, THEREFORE, BE IT

RESOLVED, the policy obtained from Stack Insurance Agency, to cover Valet Parking at the Town's Atlantic Beach Estates facility is hereby authorized for payment by this Town Board; and

BE IT FURTHER RESOLVED, that the premium of \$8,498.96 shall be paid out of the Dept. of Parks & Recreation Fire and Liability Insurance Account Budget Code No. 402-007-0402-4070

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

22

Case #

16452

Stack Insurance Agency, LLC *Personal & Business Insurance*

555 Broadhollow Rd, Ste 270 Melville, NY 11747
PHONE: (631) 249-0221 FAX: (631) 249-0241
EMAIL: STACKINS@OPTONLINE.NET

June 13, 2018

Town of Hempstead Dept of Parks
200 North Franklin Street
Hempstead, NY 11550

Re: Town of Hempstead
Garage Liability Policy 3100300113

Dear Linda,

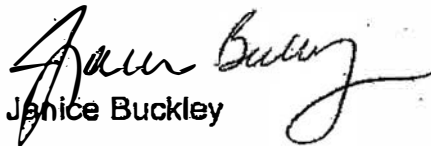
Enclosed please find the renewal Liability quote for the Valet Parking at 1825 Ocean Ave Atlantic Beach NY. The renewal is with a same company, Scottsdale Insurance Company. As discussed in the past this is a non-admitted company in New York State with an A+ XV rating with AM Best.

The coverages are the same as expiring and the annual premium is \$8498.96

The claim form and bill are also enclosed. I will need the signed applications sent back to us (pages 4,17,19) to bind along with confirmation of the list of drivers (see last page of attachment)

Any questions, just let me know.

Kind regards,


Jenice Buckley

Invoice

Stack Insurance Agency
555 Broadhollow Road
Suite 270
Melville NY 11747
Phone: (631) 249-0221
Fax: (631) 249-0241
E-mail: stackins@optonline.net

Invoice Number: **175404**

Bill To: **Town of Hempstead**
200 North Franklin Street
Hempstead NY 11550

Contact Code: TOWN001
Agency Contact: MICHELLE

Invoice Date	Agent	Due Date	Effective Date	Expiration Date
6/13/2018		6/28/2018	7/1/2018	7/1/2019

Type	LOB	Company	Policy Number	Reference	Amount
REN	GARG	TRE	3100300113	Renewal -Vatel Parking GKLL - Town of Hempstead	\$8,036.00
CTX	GARG	TRE	3100300113	Company Tax - Town of Hempstead	\$289.30
SVC			3100300113	Broker Fee - Town of Hempstead	\$173.66

PLEASE MAKE CHECK PAYABLE TO:
STACK INSURANCE AGENCY LLC

Invoice Total: **\$8,498.96**

PAYMENTS DUE UPON RECEIPT

NOTICE OF EXCESS LINE PLACEMENT

Date:

Town Of Hempstead
 1825 Ocean Boulevard
 Atlantic Beach, NY 11509

Consistent with the requirements of the New York Insurance Law and Regulation 41 Town Of Hempstead is hereby advised that all or a portion of the required coverages have been placed by Stack Insurance Agency with insurers not authorized to do an insurance business in New York and which are not subject to supervision by this State. Placements with unauthorized insurers can only be made under one of the following circumstances:

- I. A diligent effort was first made to place the required insurance with companies authorized in New York to write coverages of the kind requested; or
- II. No diligent effort was required because i) the coverage qualifies as an "Expert List" risk, or ii) the insured qualifies as an "Exempt Commercial Purchaser."

Policies issued by such unauthorized insurers may not be subject to all of the regulations of the Superintendent of Insurance pertaining to policy forms. In the event of insolvency of the unauthorized insurers, losses will not be covered by any New York State security fund.

TOTAL COST FORM (NON TAX ALLOCATED PREMIUM TRANSACTION)

In consideration of your placing my insurance as described in the policy referenced below, I agree to pay the total cost below which includes all premiums, inspection charges⁽¹⁾ and a service fee that includes taxes, stamping fees, and (if indicated) a fee⁽¹⁾ for compensation in addition to commissions received, and other expenses⁽¹⁾.

I further understand and agree that all fees, inspection charges and other expenses denoted by⁽¹⁾ are fully earned from the inception date of the policy and are non-refundable regardless of whether said policy is cancelled. Any policy changes which generate additional premium are subject to additional tax and stamping fee charges.

Re: Policy No.

Insurer **Scottsdale Insurance Company**

Policy Premium	\$8,036.00
<u>Insurer Imposed Charges:</u>	
Policy Fees ⁽¹⁾	
Inspection Fees ⁽¹⁾	
Total Taxable Charges	
<u>Service Fee Charges:</u>	
Excess Line Tax (3.60%)	\$289.30
Stamping Fee	\$13.66
Broker Fee ⁽¹⁾	\$160.00
Inspection Fee ⁽¹⁾	
Other Expenses (specify) ⁽¹⁾	\$ _____
Total Policy Cost	\$8,498.96

(Signature of Insured)
⁽¹⁾ = Fully earned



Risk Placement Services, Inc.

Risk Placement Services, Inc. - Metcóm/Paramus
245 Main Street
PO Box 90
Ridgefield Park, NJ 07660

Retail Producer:
Chad Kroah
Risk Placement Services - NY (Uniondale)
50 Charles Lindbergh Blvd, Suite 602
Uniondale, NY 11553
Phone: (516) 227-4200
Fax: (516) 227-5337
Email: Chad_Kroah@rpsins.com

June 11, 2018

RPS Submission #: 2015070B

RENEWAL INSURANCE PROPOSAL

Proposal Information

Insured Name: Town Of Hempstead ✓
Policy Period: 7/1/2018 to 7/1/2019
Renewal Of: CGS0038427
Insurance Carrier: Scottsdale Insurance Company NAIC #: 41297 ✓
Admitted / Non-Admitted: Non-Admitted ✓
A. M. Best Rating: A+ XV ✓

This quote is valid for 30 days or until the proposed inception, whichever is later.

" This is not an insurance policy and the insurer (s) herein referred to is (are) not licensed by the state of New York and not subject to its supervision. The insurance confirmed herein, in the event of the insolvency of the insurer(s), is not protected by the New York State Security Funds. The policy may not be subject to all of the regulations of the insurance department pertaining to policy forms."

Physical Location

1825 Ocean Boulevard,
Atlantic Beach, NY 11509

Limits of Insurance

Coverage: Garage Non Dealers

\$1,000,000	Symbol 29 Auto Liability Each Accident
\$1,000,000	General Liability Each Accident
\$2,000,000	General Liability Aggregate ✓
\$2,000,000	Products & Work You Performed Aggregate
\$ 550,000	Symbol 30 Garagekeepers Legal Liability Any One Loss
\$ 60,000	GKLL Max Per Auto Limit

Deductible

Deductible	General Liability
\$1,000 Per Accident	Garagekeepers Specified Cause Of Loss ✓
\$1,000/\$5,000	Garagekeepers Collision
\$1,000	

Risk/Rating Information

Valet Parking Service Only
Based on no more than 12 part time employees ✓
Garage Loc: 1828 Ocean Blvd, Atlantic Beach, NY 11509

FORMS

Garage Forms

CA 00 25	Auto Dealers Coverage Form
CA 23 94	Silica or Silica-Related Dust Exclusion for Covered Autos Exposure
CA 25 07	Locations and Operations Not Covered - SEE ATTACHED COPY
CA 25 16	Total Pollution Exclusion
CA 25 28	Abuse or Molestation Exclusion for General Liability Coverages
CA 25 37	Fungi or Bacteria Liability - Exclusion
CA 25 39	Silica or Silica-Related Dust Liability - Exclusion
CA 25 52	Exclusion Locations and Operations Medical Payments
CGS-0306	Changes in the Auto Dealers Coverage Form
CGS-0307	Garage Coverage Master Endorsement
CGS-0350	Deductible Liability Insurance
CGS-0434	Garage Insurance Coverage Part Supplemental Declarations
CGS-0472	Animal Exclusion
CGS-0967	Exclusion - Designated Garage Operations - Tires
CGS-1174	Exclusion of Broadened Coverages
CGS-1176	Garage Insurance Coverage Part Declarations
IL 00 17	Common Policy Conditions
IL 00 21	Nuclear War Exclusion
NOTX0178CW	Claim Reporting Information
OPS-D-1	Common Policy Declarations
UTS-158s	Amendatory Endorsement - Cancellation (fill in 5 days)
UTS-365s	Amendment of Nonpayment Cancellation Condition
UTS-9G	Service of Suit
UTS-COVPG	Cover Page
UTS-SP-2	Schedule of Forms and Endorsements

Premium Summary

<u>Coverage</u>	<u>Premium</u>	<u>MEP % -If varies from policy MEP</u>
Garage Non Dealers	\$5,596.00	25%
Garagekeepers Legal Liability	\$2,440.00	25%
Premium	\$8,036.00	

Minimum Earned Premium: 25%

(All applicable taxes and fees are Fully Earned at binding unless otherwise specified.)

Fees:

Broker Fee - RPS \$160.00

TRIA: NOT APPLICABLE

SURPLUS LINES TAXES: Tax State (or home state): NY

TAXES

Surplus Lines Tax \$289.30

Stamping Office Fee \$13.66

TOTAL CHARGES \$8,498.96

Coverage Notes

After binding, flat cancellation is not permitted. Minimum earned premium provision applies.

Forms / Endorsements

As Per Attached List of Forms

Note: Copy of Forms Available Upon Request

National Casualty Company
Home Office: One Nationwide Plaza
Columbus, Ohio 43215
Adm. Office: 8877 North Gainey Center Drive
Scottsdale, Arizona 85258

Scottsdale Indemnity Company
Home Office: One Nationwide Plaza
Columbus, Ohio 43215
Adm. Office: 8877 North Gainey Center Drive
Scottsdale, Arizona 85258

Scottsdale Insurance Company
Home Office: One Nationwide Plaza
Columbus, Ohio 43215
Adm. Office: 8877 North Gainey Center Drive
Scottsdale, Arizona 85258

Scottsdale Surplus Lines Insurance Company
Adm. Office: 8877 North Gainey Center Drive
Scottsdale, Arizona 85258

APPLICATION FOR GARAGE POLICY

Proposed Policy Period: From: 7/1/18 To: 19

Named Insured: Town of Hempstead Dept of Parks DBA + Recreation

Mailing Address: 200 Franklin St City: Hempstead

County: Nassau State: NY Zip Code: 11550 Phone: _____

Internet Address (if any): _____ FEIN: _____

Inspection/Audit Contact Name and Telephone Number: Linda 516 292 9000 X 210

Years in Business: 50 Years Sales/Repair Experience: 50

Have you ever operated a garage business under another name?..... Yes No
If yes, explain: _____

Business Entity: Individual Partnership Corporation Other: Municipality
Describe your Operations: _____

Do you engage in any other operations?..... Yes No
If yes, explain: _____

Are you a licensed auto dealer?..... Yes No
Dealer ID No.: _____

License Type: Retail Wholesale Distributor Other: _____

Locations/Premises where you conduct Garage Operations:
1. _____
2. _____

Do you own or lease Location 1?..... Own Lease
Do you own or lease Location 2?..... Own Lease

GENERAL INFORMATION

1. What are your normal business hours? 10 AM - 7 PM
2. Are autos stored at your premises after normal business hours?..... Yes No



a. If yes, describe your theft barriers/storage at each location for autos you OWN (building, fence and gate or post and cable):

Location 1: _____

Location 2: _____

b. If yes, describe your theft barriers/storage at each location for autos you do not OWN (building, fence and gate or post and cable):

Location 1: _____

Location 2: _____

c. Owned Auto Values (Dealers Physical Damage):

	Maximum Value of ALL Autos	Average Value per Auto	Maximum Value per Auto	Average No. of Autos	Maximum No. of Autos
Location No. 1	\$ _____	\$ _____	\$ _____	_____	_____
Location No. 2	\$ _____	\$ _____	\$ _____	_____	_____

d. Nonowned Auto Values (Garagekeepers):

	Maximum Value of ALL Autos	Average Value per Auto	Maximum Value per Auto	Average No. of Autos	Maximum No. of Autos
Location No. 1	\$ 50,000	\$ 60,000	\$ 100,000	10	10
Location No. 2	\$ _____	\$ _____	\$ _____	_____	_____

3. Do you have or maintain animals on your premises?..... Yes No

If yes, what types/breeds? _____

Are these animals: Pets Used for Security Purposes Professionally Trained

Are warning signs posted?..... Yes No

Where are they kept during business hours? _____

4. Total Gross Receipts from:

All Vehicle/Equipment Sales: \$ _____

All Repair: \$ _____

Other Uninstalled Product Sales: \$ _____

Tow Truck Operations:..... \$ _____

5. Describe your key controls during business hours: _____ After business hours: _____

If a key box is used, describe location of key box (in building or attached to autos): _____

6. Do you pick up or deliver autos not owned by you?..... Yes No

If yes, how many times per week? _____ What is the average and maximum radius traveled? _____

7. Do you tow for hire?..... Yes No

If yes, explain: _____

8. Who drives or tows vehicles to your premises? _____

9. Do employees use their own vehicles within the scope of their employment?..... Yes No

If yes, how many times per week? _____ What is the average and maximum radius traveled? _____

10. Do you obtain certificates of insurance from all sub-contractors utilized (transporters, etc.)? N/A Yes No

11. Do you utilize unscheduled contract drivers?..... Yes No

If yes, do you verify that they have valid U.S. driver licenses?..... Yes No

How many per: Week: _____ Month: _____ Year: _____

12. Do you loan or lease autos to others? Yes No
 Do you loan autos to customers while their auto is being repaired? Yes No
 If yes, provide copy of agreement.

13. How many plates do you have or do you plan to procure in the next twelve (12) months?
 Dealer: _____ Dealer plate numbers: _____
 Registration/Transporter: _____ Transporter plate numbers: _____
 Describe how plates are being used: _____

Where are plates stored when not in use? _____
 Do you sell, loan, or rent plates to others? Yes No
 If yes, explain: _____

14. Do you perform operations or have driving exposures in the following states?
 New York New Jersey Michigan Illinois Other (besides state of domicile)
 If yes, describe: _____

15. Do you repossess vehicles? Yes No
 If yes, are these autos you have sold? Yes No
 Do you repossess autos for banks or other dealers? Yes No

16. Do you sell gasoline? Yes No
 If yes, how many gallons per year? _____
 Do you sell LPG? Yes No
 If yes, how many gallons per year? _____

17. Do you own and/or sponsor any vehicles used in racing events? Yes No
 If yes, provide details: _____

18. List ALL Owners, Employees and Drivers/Contract Drivers:
 (Full Time = over twenty (20) hours/week)

Name	DOB	Driver's License No.	State of DL	CDL?	Finished Auto? Y/N	Works at Loc. No.	Violations and Accidents Past Three Years	Full or Part Time	Job Title/Duties
				Y/N Class					

See MVRs Attached

19. List ALL Family members and non-family members, including all persons that have access to covered vehicles (except customers):

Name	DOB	Driver's License No.	State of DL	Will drive for or Work in business? Y/N	Furnished Auto? Y/N	Violations and Accidents Past Three Years	Relationship

20. Have all drivers, such as children away from home or in college, who may operate your vehicles on a regular or infrequent basis, been listed on this application? Yes No N/A

21. Provide your percentage of operations (Percentages MUST equal one hundred percent (100%)):

* Requires completed supplemental application

	Repair	Sales
Private passenger cars, SUVs, pick-up trucks, vans	%	%
Motor Homes	%	%
Motorcycles*	%	%
Buses*	%	%
Watercraft (boats, jet skis, etc.)	%	%
Dirt Bikes or ATVs/UTVs and all other recreational autos*	%	%
Farm Equipment	%	%
Construction/Contractor's Equipment*	%	%
Travel trailers or camper trailers	%	%
Utility trailers or livestock trailers	%	%
Trucks, tractors, semi-trailers*	%	%
Salvage parts	%	%
Other:	%	%
TOTAL	100%	100%

UNDERWRITING INFORMATION—DEALERS (if no dealer operations, proceed to SERVICE)

22. Where do you purchase vehicles? _____
 Do you buy or sell vehicles on the internet? Yes No
 If yes, explain: _____

23. Do you drive-away more than three hundred (300) miles from point of purchase? Yes No
 If yes, how often and to where? _____

24. How many vehicles do you sell per year? _____
 Retail: _____% Wholesale: _____% Consignment (attach consignment agreement): _____%

25. Do you export autos? Yes No
 If yes, are titles transferred prior to the auto leaving your care for shipping? Yes No

26. Are titles transferred to customer upon relinquishing a sold vehicle? Yes No
If no, explain? _____
27. Do you require personal auto insurance to be in place prior to relinquishing a sold vehicle? Yes No
28. Test drives:
- Do you always obtain a copy of the customer's license? Yes No
- Do you obtain proof of insurance when available? Yes No
- Do you always ride along? Yes No
- Do you permit overnight test drives? Yes No

UNDERWRITING INFORMATION—SERVICE (if no service operations, proceed to INSURANCE HISTORY)

29. List the percentage of your work (Percentages MUST equal one hundred percent [100%]):

Type of Work	Percent	Type of Work	Percent
Oil and Lube	%	Wash/Detail	%
Tune-Up	%	Window Tint	%
Muffler	%	Clear Coating	%
Radiator	%	Stereo System	%
Electrical	%	Alarm System	%
Brakes	%	Transmission	%
Hitches: <input type="checkbox"/> Bolt on <input type="checkbox"/> Weld On	%	Windshield	%
Upholstery	%	Lift Kit Installation	%
Tires (New)	%	Suspension (Not Lift Kits)	%
Tires (Used)	%	Wheel Alignment	%
Frame Work	%	Performance Adjustments	%
Painting	%	LPG	%
Body Work	%	Other:	%

30. Do you have quality control checks in place to ensure that repairs have been performed properly? Yes No
31. Are signs posted to keep customers out of the work area? Yes No
32. Do you do any welding? Yes No
 Inside Outside Mobile Safeguards: _____
33. Do you have a spray paint booth? Yes No
Is it U/L approved? Yes No
Is there an exhaust ventilation system? Yes No
Are lighting/fixtures explosion proof? Yes No
Is paint stored in fire-resistive cabinets outside the paint booth? Yes No
34. Is a frame straightening machine used? Yes No
Make/Model: _____
35. Any frame cutting/stretching? Yes No

INSURANCE HISTORY

36. Has your insurance been cancelled or non-renewed within the last three years? (Not applicable in Missouri)..... Yes No

a. If yes, explain: _____

b. A minimum of three year history is required. If three year history is unavailable, explain: _____

Current Carrier	Eff. Date	Exp. Date	Policy Premium
<u>Scottsdale</u>	<u>7/1/17</u>		\$ <u>7106</u>
Prior Carrier	Eff. Date	Exp. Date	Policy Premium
<u>Carter</u>	<u>7/1/16</u>		\$ <u>7122</u>
Prior Carrier	Eff. Date	Exp. Date	Policy Premium
<u>Weston Heritage</u>	<u>7/1/15</u>		\$ <u>3400</u>

Date of Loss	Amount	Description of Loss
\$		
\$		<u>None</u>
\$		
\$		

COVERAGES REQUESTED

37. Check applicable box(es):

- GARAGE LIABILITY:
Each Accident Limit: \$ 1mil Aggregate Limit: 1x 2x 3x
Deductible: \$ 1000
- MEDICAL PAYMENTS: Applicable to: Garage Operations Autos Both
Limits: \$500 \$1,000 \$2,500 \$5,000
- UNINSURED MOTORIST: \$ _____ PERSONAL INJURY PROTECTION: \$ _____
- ADDITIONAL INSURED: _____
Address: _____

Explain the relationship there will be between the named insured and the additional insured:

- GARAGEKEEPERS (Coverage for customers' vehicles while in your care, custody and control):
 Legal Liability Direct Primary
Maximum Limit Per Vehicle: \$ 60,000
Causes of Loss: Specified Causes w/Collision Comprehensive w/Collision
Total Limits: Location No. 1: \$ 500,000
Location No. 2: \$ _____
Deductibles: ~~Specified Causes~~ Comprehensive Deductible: \$ 1000
Collision Deductible: \$ 1000
Maximum Deductible Per Loss: \$ _____
In-Transit Limits (On-Hook): \$ _____ per auto (Garagekeepers coverage required to qualify for coverage)
Number of autos being towed or carried per each transporter: 0

DEALERS PHYSICAL DAMAGE (Coverage for damage to autos while held for sale):

Maximum Limit Per Vehicle:..... \$ _____
 Causes of Loss: Specified Causes w/Collision Comprehensive w/Collision
 Total Limits: Location No. 1:..... \$ _____
 Location No. 2:..... \$ _____
 Deductibles: Specified Causes or Comprehensive Deductible:..... \$ _____
 Collision Deductible:..... \$ _____
 Maximum Deductible Per Loss:..... \$ _____
 Type: New Used
 Interests Covered: Owner Owner and Creditor (Bank) Consignment
 Other Limits: At Temporary Locations: \$ _____ While in Transit: \$ _____
 Loss Payee: _____
 Loss Payee Address: _____

Drive-away Miles (if over three hundred [300] miles):.....
 SPECIFICALLY DESCRIBED AUTOS:

Vehicle No.	Year	Make	Body Type	VIN	ACV	GVW
1						
2						
3						

Vehicle No.	Radius	Personal Service or Commercial Use?	Filings Required		Coverages Desired? Y/N			Loss Payee
			Yes/No	State/Federal	Liability	Physical Damages	Other	
1								
2								
3								

ADDITIONAL COVERAGES REQUESTED

38. Check applicable box(es):

- Registration Plates Not Issued For A Specific Auto (Max \$100,000 limit available)
- False Pretense: \$25,000 \$50,000 Other: \$ _____
- Personal Injury Liability
- Damage To Rented Premises Liability: \$50,000 \$100,000 \$300,000
- Broadened Coverage (Includes Personal Injury Liability and Damage To Rented Premises):
 \$50,000 \$100,000 \$300,000
- Drive Other Car (Dealers only; Individuals included for this coverage must be rated as furnished)
- Federal Odometer Errors and Omissions
- Auto Dealer's Error and Omissions (Includes Truth-In-Lending, Odometer and Title E&O)

Remarks _____

PROPERTY INFORMATION

39. Location where you conduct garage operations: 1825 No. Ocean Ave Atlantic Beach NY

40. Coverage/Valuation Requested:

Subject of Insurance	Amount	Co-Insurance Percent	Protection Class	Valuation: ACV or RC	Coverage Form: Basic, Broad or Special	Deductible
Building Coverage						
Building 1	\$					\$
Building 2	\$					\$
Business Personal Property						
Building 1	\$					\$
Building 2	\$					\$
Business Income:						
Building 1						
With Extra Expense	\$					\$
Without Extra Expense	\$					\$
Building 2						
With Extra Expense	\$					\$
Without Extra Expense	\$					\$

41. Building Information:

Building No.	Building Age	Building Constr.	Total Sq. Ft. Building	Total Sq. Ft. Occupied	No. of Stories	Sprinkler System	Fire Protection System	Burglar Alarm—Type
						<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Central Station <input type="checkbox"/> Local
						<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Central Station <input type="checkbox"/> Local
						<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Central Station <input type="checkbox"/> Local

42. Building Improvements: (Provide year updated)

	Wiring	Roof	Plumbing	HVAC	Other
Building 1					
Building 2					

FRAUD WARNING: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties. (Not applicable in AL, CO, DC, FL, KS, LA, ME, MD, MN, NE, NY, OH, OK, OR, RI, TN, VA, VT or WA.)

NOTICE TO ALABAMA APPLICANTS: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.

NOTICE TO COLORADO APPLICANTS: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policy holder or claimant for the purpose of defrauding or attempting to defraud the policy holder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

WARNING TO DISTRICT OF COLUMBIA APPLICANTS: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

NOTICE TO FLORIDA APPLICANTS: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

NOTICE TO KANSAS APPLICANTS: Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

NOTICE TO LOUISIANA APPLICANTS: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

NOTICE TO MAINE APPLICANTS: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

NOTICE TO MARYLAND APPLICANTS: Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

NOTICE TO MINNESOTA APPLICANTS: A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

NOTICE TO OHIO APPLICANTS: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

NOTICE TO OKLAHOMA APPLICANTS: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

National Casualty Company
 Home Office: One Nationwide Plaza
 Columbus, Ohio 43215
 Adm. Office: 8877 North Gainey Center Drive
 Scottsdale, Arizona 85258

Scottsdale Indemnity Company
 Home Office: One Nationwide Plaza
 Columbus, Ohio 43215
 Adm. Office: 8877 North Gainey Center Drive
 Scottsdale, Arizona 85258

Scottsdale Insurance Company
 Home Office: One Nationwide Plaza
 Columbus, Ohio 43215
 Adm. Office: 8877 North Gainey Center Drive
 Scottsdale, Arizona 85258

Scottsdale Surplus Lines Insurance Company
 Adm. Office: 8877 North Gainey Center Drive
 Scottsdale, Arizona 85258

VALET PARKING SUPPLEMENTAL APPLICATION
 (To be completed in addition to CGZ-APP-8 Application for Garage Policy)

Complete a separate supplemental application for each location.

ANSWER ALL QUESTIONS—IF THEY DO NOT APPLY, INDICATE "NOT APPLICABLE" (N/A)

1. Applicant's Name: Town of Hempstead Dept. of Parks & Recreation
2. Provide years of experience in valet parking services:..... 10+
3. Provide years in business:..... 50
4. Name of business for which you provide valet parking services: Same
 Address of business for which you provide valet parking services: 200 Franklin St. Hempstead NY
 Type of establishment you are providing valet parking services for: Municipality - Street Parking
 Will the establishment provide you with a Commercial General Liability certificate of insurance?..... Yes No
 If yes, do you have a certificate of insurance on file?..... Yes No
 Is there a contract in place between establishment and valet service?..... Yes No
6. Number of valet parking spaces reserved:..... 60
 What is the average value of the vehicles parked?..... 60000
 What is the maximum value of the vehicles parked?..... 100 000
6. Is the parking lot on the same premises of the establishment?..... Yes No
 If no:
 How far away is the lot?.....
 What is the address of the lot?.....
 Do you cross any public streets that are more than two lanes wide?..... Yes No
 Are parked vehicles within 1,000 feet of the attendant?..... Yes No
 Is the lot attended at all times?..... Yes No
7. Are customer's vehicles parked on a street?..... Yes No
8. Do you perform any directing of traffic?..... Yes No
 If no, is directing of traffic subbed out?..... Yes No
9. Do you use a two or three part ticket system? no
10. Where are the customer's keys kept? locked Cabinet w/ Attendant
11. Do you refuse to give keys to an obviously intoxicated person?..... Yes No

12. Is overnight parking allowed? Yes No
If yes, how are customer's keys kept secure after valet hours? _____

Does the establishment assume liability when customer keys are relinquished to the establishment?..... Yes No

13. Is self parking permitted in the same lot? Yes No
If yes, describe how valet parking area is designated and kept separate from self parking: _____

14. Do you provide valet parking services for special events away from these premises?..... Yes No
If yes, complete a separate supplemental application for each event and location.

15. Do you perform other operations other than valet parking services?..... Yes No
If yes, describe all other operations: _____

16. Describe any and all theft, vandalism and fire protection at the lot: _____

17. Describe your hiring practices and employee control: _____

Refer to the application form for state fraud warnings.

Applicant or authorized representative of the applicant, confirms and warrants that all of the above statements are true and accurate representations of my valet parking services.

APPLICANT'S NAME/TITLE: _____

APPLICANT'S SIGNATURE: _____ DATE: _____
(Must be signed by an active authorized representative, owner, partner or executive officer)

PRODUCER'S SIGNATURE: _____ DATE: _____

Stack Insurance Agency, LLC *Personal & Business Insurance*

555 Broadhollow Rd, Ste 270 Melville, NY 11747
PHONE: (631) 249-0221 FAX: (631) 249-0241
EMAIL: STACKINS@OPTONLINE.NET

June 13, 2018

Town of Hempstead Dept of Parks
Attn: Michael Zappolo, Commissioner
200 North Franklin Street
Hempstead, NY 11550

Re: Town of Hempstead Dept of Parks & Recreation
Garage Liability Policy 3100300113

Current List of Drivers for the 18-19 Term

1. Joseph Bongiovi Jr
2. CM Bongiovi
3. Christopher Moller
4. James Vouloukos
5. Francis Romano
6. Evan Kuriga
7. Anthony Teneriello
8. Joseph Truono
9. John Christiansen
10. William Dara
11. Charles Fernandez
12. Gary Spitz

Proudly Servicing Your Needs Since 1956

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

Sylvia A. Cabana
Town Clerk

DONALD X. CLAVIN, JR.
Receiver of Taxes

Daniel Lino
Commissioner

Town of Hempstead Department of Parks & Recreation

200 NORTH FRANKLIN STREET, HEMPSTEAD, N.Y. 11550-1390
(516) 292-9000 FAX# (516) 292-6024



Laura A. Gillen
Supervisor

Contractors / Vendors Public Disclosure Statement

1. Contractors / Vendors Name Stack Insurance Agency LLC
Address 555 Broadhollow Rd Suite 270
City and State Melville NY Zip Code 11747
2. Contracting Department's Name _____
Address _____
3. Payee Identification or Social Security No. 371647057
4. Type of Business: Corporation Partnership
5. Table of Organization. List Names and Addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, names and addresses of all partners, names and addresses of all corporate officers.
Janice Buckley 23 Spoke La Levittown NY 11756

6. List all names and addresses of those individual shareholders holding more than five percent (5%) interest in the firm including the specific % of ownership interest.
Janice Buckley 23 Spoke La Levittown NY 11756

7. Signature *Janice Buckley*
Title Owner Date 6/18/18

CASE NO.

RESOLUTION NO.

ADOPTED

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE AWARD OF A BID FOR THE INSTALLATION OF A NEW SPLIT DUCT HVAC SYSTEM IN THE TOWN OF HEMPSTEAD DEPARTMENT OF WATER OPERATIONS CENTER, 1995 PROSPECT AVENUE, EAST MEADOW, TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK PW#5-18

WHEREAS, the Commissioner of General Services solicited bids for the Installation of a New Split Duct HVAC System in the Town of Hempstead Department of Water Operations Center, 1995 Prospect Avenue, East Meadow, Town of Hempstead, Nassau County, New York PW #5-18 (the "Contract"); and

WHEREAS, the bids submitted pursuant to such advertisement were opened and read in the office of the Commissioner of General Services on June 20, 2018, and

WHEREAS, the following bids were received and referred to the Department of Water for examination and report:

<u>Bidder</u>	<u>Total Comparison Bid</u>	
HiTech Air Conditioning Service, Inc.	\$ 76,900.00	
Dominion Construction Corp.	\$ 121,210.00	
HVAC Inc – Commercial Instrumentation Services	\$ 295,000.00	, and

WHEREAS, after a review of the bids, the Commissioner of the Department of Water has recommended that the Contract be awarded to HiTech Air Conditioning Services, Inc as the lowest responsible bidder with a bid price not to exceed the amount of \$ 76,900.00; and

WHEREAS, consistent with the Commissioner of the Department of Water's recommendation, the Town Board desires to authorize the award of the Contract to HiTech Air Conditioning Services Inc.

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board hereby awards the Contract to HiTech Air Conditioning Services Inc. 60 Otis Street, W. Babylon, New York 11704, as the lowest responsible bidder at its bid price of \$ 76,900.00 (seventy-six thousand, nine hundred dollars); AND BE IT FURTHER

RESOLVED, that upon execution of the contract by HiTech Air Conditioning Services Inc and submission of the required bidder's performance bond and insurance, and approval thereof by the Town Attorney, the Commissioner of the Department of Water be and he is hereby authorized to execute the Contract on behalf of the Town of Hempstead; AND BE IT FURTHER

RESOLVED, that the bidder's performance bond and insurance, when approved by the Town Attorney as to form, be filed in the Town Clerk's Office with the Contract; and BE IT FURTHER

RESOLVED, that the Comptroller hereby is authorized and directed to make payments in accordance with the Contract executed by the successful bidder from Department of Water Capital Acct. No. 7759-507-7759-5010 for an amount not to exceed \$43,181.51 (forty-three thousand, one hundred eighty one dollars and fifty-one cents) and from Department of Water Capital Acct. No. 7864-507-7864-5010 for an amount not to exceed \$33,718.49 (thirty-three thousand, seven hundred eighteen dollars and forty-nine cents)

Item #

23

Case #

8397

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 RATIFYING AND CONFIRMING THE ACTIONS OF THE COMMISSIONER OF SANITATION ACCEPTING THE PROPOSAL OF ADVANCE SCALE COMPANY, INC. TO REPLACE THE SCALE AT THE OCEANSIDE FACILITY

WHEREAS, the Department of Sanitation operates a scale at the Oceanside Facility which is utilized to weigh inbound and outbound trucks for purpose of the acceptance and transfer of agricultural waste; and

WHEREAS, the integrity of the scale has been compromised and it can no longer perform the operations required for conducting the business of the Oceanside Facility; and

WHEREAS, it is essential that the scale is operational in order for the Department to continue the operation of the acceptance and transfer of agricultural waste; and

WHEREAS, in the opinion of the Commissioner of Sanitation, failure to immediately replace the scale at the Oceanside Facility could threaten the health and safety of town employees and residents and would otherwise constitute a public emergency within the meaning of General Municipal Law § 103(4); and

WHEREAS, Advance Scale Company, Inc., 2400 Egg Harbor Road, Lindenwold, New Jersey 08201, was available to replace the scale on an expedited basis; and

WHEREAS, the Commissioner of Sanitation, acting on behalf of the Town of Hempstead and the Town of Hempstead Refuse Disposal District, retained the services of the above-named contractor and said contractor has arranged for the manufacture of the scale which meets the Town's requirements including the cost of installation and has submitted an invoice for same; and

WHEREAS, the Town Board concurs in judging the above-described conditions as posing threats to public health and safety and otherwise constituting a public emergency within the meaning of General Municipal Law § 103(4);

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board finds that the conditions created by the inoperable scale at the Oceanside Facility posed a threat to public health and safety and otherwise constituted a public emergency within the meaning of General Municipal Law § 103(4); and BE IT FURTHER

RESOLVED, that the Commissioner of Sanitation's action, described above, in retaining the services of Advance Scale Company, Inc., 2400 Egg Harbor Road, Lindenwold, New Jersey 08201 for the purposes stated is hereby ratified and confirmed; and BE IT FURTHER

RESOLVED, the Comptroller is authorized to make payment in the amount of \$41,000.00 out of Account # 8592-508-8592-5010 (Refuse Disposal Building and Utility Upgrades) and \$23,700.00 out of Account # 301-006-0301-4550 (Refuse Disposal Machinery Repairs for a total of \$64,700.00.

The foregoing resolution was adopted upon roll call as follows:

AYES: ()

NOES: ()

Item # 24

Case # 8567

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE AWARD OF A BID FOR 2018 REQUIREMENTS AND EMERGENCY REPAIR WORK ALONG VARIOUS ROADWAYS WITHIN THE UNINCORPORATED AREAS OF THE TOWN OF HEMPSTEAD, PW# 9-18

WHEREAS, the Commissioner of General Services (the "Commissioner") solicited bids for 2018 Requirements and Emergency Work Along Various Roadways within the Unincorporated Areas of the Town of Hempstead, PW# 9-18 (the "Project"), and

WHEREAS, pursuant to such solicitation, bids were opened and read in the office of the Commissioner on May 31, 2018; and

WHEREAS, the following bids were received and referred to the Engineering Department for examination and report:

		CORRECTIONS
The Land Tek Group Inc.	\$840,430.00	\$862,930.00
Stasi Brothers Asphalt	\$1,012,350.00	\$996,050.00
Laser Industries Inc.	\$1,141,600.00	

WHEREAS, after a review of the bids, the Commissioner of the Engineering Department reported that the lowest bid for the Project was received from The Land Tek Group Inc., 235 County Line Road, Amityville, New York, 11701 in the sum of \$862,930.00 with a funding amount of \$862,930.00 and recommended acceptance of said bid to the Town Board and it appears that said bidder is duly qualified; and

WHEREAS, consistent with the recommendations of the Commissioner of the Engineering Department, the Town Board desires to authorize the award of a contract for the Project to the Land Tek Group Inc, as the lowest responsible bidder at its bid price of \$862,930.00.

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board hereby awards contract for the Project to The Land Tek Group Inc., 235 County Line Road, Amityville, New York, 11701, as the lowest responsible bidder at its bid price of 862,930.00: and BE IT FURTHER

RESOLVED, that upon execution of the contract by The Land Tek Group Inc., the required bidder's Performance Bond and Insurance, when approved by the Town Attorney as to form, be filed in the Town Clerk's Office together with the contract; and BE IT

FURTHER RESOLVED, that the Town Board authorizes the Commissioner of the Department of Engineering to execute, on behalf of the Town of Hempstead the contract with The Land Tek Group Inc, and authorizes and directs the Comptroller to pay the cost of the Project in accordance with the contract in the amount not to exceed \$862,930.00, with payments to be made from the Town Highway Capital Improvement Funds, Account No: 9561-503-9561-5010.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 25

Case # 3191

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and
moved its adoption:

RESOLUTION ADOPTING THE CLIMATE SMART COMMUNITIES PLEDGE TO TAKE STEPS TO REDUCE GREEN HOUSE GAS (GHG) EMISSIONS AND ENHANCE COMMUNITY RESILIENCE IN RESPONSE TO CHANGING CLIMATES

WHEREAS, the Town of Hempstead (the "Town") is the most populous township in the United States and, as such, should be taking a leadership role in striving to protect and improve our environment; and

WHEREAS, climate change poses a real and increasing threat to local and global environments and is primarily due to the burning of fossil fuels; and

WHEREAS, the effects of climate change will endanger Town infrastructure, economy and livelihoods; harm ecological communities, including native fish and wildlife populations; reduce recreational opportunities; and pose health threats to citizens; and

WHEREAS, we believe that the Town's response to climate change can provide an unprecedented opportunity to build livable, energy-efficient communities, vibrant economies, and resilient infrastructures; and

WHEREAS, we believe the scale of greenhouse gas (GHG) emissions reductions required for climate stabilization will require sustained and substantial efforts; and

WHEREAS, we believe that even if emissions were dramatically reduced today, communities would still be required to adapt to the effects of climate change for many years to come, and

NOW, THEREFORE, BE IT

RESOLVED that Town of Hempstead, in order to reduce greenhouse gas emissions and adapt to a changing climate, adopts the *New York State Climate Smart Communities Pledge*, which comprises the following ten (10) elements:

- 1) Pledge to be a Climate Smart Community.
- 2) Set goals, inventory emissions, plan for climate action.
- 3) Decrease community energy use.
- 4) Increase community use of renewable energy.
- 5) Realize benefits of recycling and other climate-smart solid waste management practices.
- 6) Reduce greenhouse gas emissions through use of climate-smart land-use tools.
- 7) Enhance community resilience and prepare for the effects of climate change.
- 8) Support development of a green innovation economy.
- 9) Inform and inspire the public.
- 10) Commit to an evolving process of climate action.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES: Item # 26

Case # 18911

CASE NO.
NO.

RESOLUTION

Adopted:

Offered the following resolution and moved
its adoption:

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

WHEREAS, pursuant to resolution 292-2013 the Town of Hempstead entered into a license Agreement with File Trail, Inc., 1990 The Alameda, San Jose, California; and

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

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

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the Commissioner of Buildings is authorized to renew the license agreement with File Trail, Inc. for the use, maintenance and support of tracking software and radio frequency identification technology for the Department of Buildings at a cost of \$14,458.91 to be paid from Department of Buildings Maintenance of Equipment Account number 030-002-3620-4030;

The forgoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

27

Case #

9740

FILETRAIL®

1990 The Alameda
 San Jose, CA 95126
 408 289-1300

Quote

Date	Number
5/21/2018	721

Bill To
Town of Hempstead 1 Washington Street Hempstead, New York 11550-4923

P.O. No.	Rep

Item	Description	Qty	Rate	Total
ANNUAL	Annual License Agreement 8/13/2018 - 8/12/2019 License is set to expire on 8/13/2018. Thank you. No Sales Tax: out of state	1	14,458.91	14,458.91
			0.00	0.00
Total USD				\$14,458.91

This Limited Use License Agreement (the "Agreement") is effective as of _____ (the "Effective Date"), by and between FileTrail, Inc., with its principal office at 111 North Market Street, Suite 715, San Jose, CA 95113-1108 ("FileTrail") and TOWN OF HEMPSTEAD ("Client").

1. LICENSE

(a) In consideration of the payment of the initial license fee (the "Initial License Fee") for the products as set forth in Exhibit A attached hereto and the FileTrail databases (all collectively referred to as the "Programs") and the Annual Renewal Fee (as defined herein and collectively with the Initial License Fee, the "Fees"), subject to the terms and conditions of this Agreement, FileTrail hereby grants to Client a non-transferable, non-exclusive, limited license to use the Programs as set forth in Section 2 below in object code only solely for Client's internal business purposes (the "License"). The License allows the Programs to be used for the benefit of Client, and the Programs may be used by and disclosed to employees and contractors of Client. Client shall remain fully responsible to FileTrail for compliance by such employees and contractors with the terms of this Agreement. For this purpose, "Client" includes Client and its Affiliates, and an "Affiliate" is any entity that directly, or indirectly through one or more intermediaries, is controlled by Client, where the term "control" means the ownership of more than fifty percent (50%) of the voting stock of an organization.

(b) Client, its employees and its contractors will not make copies of or distribute the Programs for any reason, other than one (1) copy per server from which the Programs can be accessed, one (1) copy for backup and archival purposes, one (1) copy for training purposes, and one (1) copy for testing purposes. Any such copies must retain all original copyright and proprietary rights notices. Client, its employees and its contractors will not disclose or distribute the Programs or any copies made in accordance with this Agreement to any third party except in connection with a backup or disaster recovery program.

(c) Client, its employees and its contractors may not alter, merge, modify, translate, reverse engineer, disassemble, adapt or in any other way derive any source code from the Programs. Notwithstanding the foregoing, modifications made through normal use of the Programs and any modifications required to incorporate the Programs into Client's systems are permitted however, all modifications shall be deemed a part of the Programs and subject to all the terms and conditions of this Agreement.

(d) Client shall fully comply with all applicable governmental regulations and laws in effect during the term of this Agreement, including without limitation, compliance with all export controls on the export of the Programs (including without limitation any intellectual property embodied therein).

2. NUMBER OF LICENSES

Client is licensed to utilize the Programs in conjunction with one (1) copy of the FileTrail databases (collectively, the "Database"). Client may access the Database through use of the Programs by any number of Users, subject to the licensing and other restrictions and limitations as set forth in this Agreement and any Exhibits attached hereto. For the purposes of this Agreement and the Exhibits, the following terms shall have the following meanings:

(a) "Concurrent Access Licenses" or "CAL" or "CALs" means the number of User Sessions active in the Programs at one time.

(b) "Power Users" and "Business Users" means specific named users who may access the Programs.

FILETRAIL

(c) "Users" means the Client, its employees, its contractors or other persons who can access the Programs.

(d) "Sessions" means distinct sessions as defined and managed by Microsoft IIS.

3. SUPPORT AND UPGRADES

FileTrail shall provide Client with support and upgrades for the Programs as described in Exhibit B attached hereto. Support inquiries received via telephone or website will be acknowledged within two (2) hours. All web submitted support inquiries and those telephone support inquiries not solved during the initial call shall be processed according to the following priority levels:

(a) Critical – The issue has stopped or severely impaired the functionality of the Programs. These issues are assigned top priority for resolution and receive FileTrail's immediate attention.

(b) Medium – The issue has limited the functionality of the Programs, although a temporary workaround is available.

(c) Low – The issue is considered an inconvenience. FileTrail will use best efforts to correct the issue in a reasonable period of time after becoming aware of such issue, which may include a future release.

4. INTELLECTUAL PROPERTY

All right, title and interest in and to the Programs and related documentation including, but not limited to object code, source code, script, programming code, data, information, and any trade secrets, know-how, methodologies, and processes and all copyrights, trademarks, patents, trade secrets and any other proprietary rights inherent therein and appurtenant thereto shall remain the sole property of FileTrail, except as licensed to Client under this Agreement. FileTrail shall also be the sole owner of all modifications, improvements, derivative works (including, but not limited to, modifications, improvements and derivative works resulting from suggestions or ideas offered by, or resulting from discussions with Client) and deleted materials relating to the Program. Client agrees to assign or cause to be assigned to FileTrail any and all modifications, improvements, derivative works and deleted materials.

5. LICENSE RESTRICTIONS; ASSIGNMENT

Client may not transfer, assign, pledge, loan, rent, lease, sublicense, time-share the Programs or related documentation to another person or entity provided, however, that Client may assign this Agreement to any Affiliate upon written notice to, but without the consent of, FileTrail. Any unauthorized attempt to transfer this Agreement, the Programs or the License may result in the automatic termination of this Agreement and the License in accordance with Section 10. Any attempted assignment or delegation in contravention of the above provisions shall be void and ineffective. This Agreement may be assigned by FileTrail to any Affiliate or third party upon written notice to, but without the consent of, Client.

6. LIMITATION OF LIABILITY

IN NO EVENT SHALL (1) FILETRAIL BE LIABLE TO CLIENT FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES (INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF BUSINESS PROFITS, LOSS OF GOOD WILL, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR THE LIKE) ARISING OUT OF THE USE OR INABILITY TO USE THE PROGRAMS OR TERMINATION OF THIS AGREEMENT AS DESCRIBED IN SECTION 10 AND (2) FILETRAIL'S LIABILITY ARISING FROM CLIENT'S USE OR INABILITY TO USE THE PROGRAMS OR ARISING UNDER THIS AGREEMENT EXCEED THE AGGREGATE AMOUNTS PAID BY CLIENT TO FILETRAIL UNDER THIS AGREEMENT.

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7. LIMITED WARRANTY AND DISCLAIMER

FileTrail warrants that for a period of ninety (90) days following the shipment of the Programs to Client, the Programs will operate materially in compliance with the description set forth in the documentation accompanying the Programs. A warranty claim must be reported to File Trail in writing within 90 days following the shipment of the Programs to Client and FileTrail shall use reasonable efforts to remedy the problem.

EXCEPT AS PROVIDED BY THIS SECTION 7, THE PROGRAMS AND RELATED DOCUMENTS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND AGAINST INFRINGEMENT. FILETRAIL DOES NOT WARRANT THAT THE PROGRAMS WILL MEET ANY REQUIREMENTS OR THAT THE OPERATION OF PROGRAMS WILL BE UNINTERRUPTED OR ERROR FREE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY FILETRAIL OR A FILETRAIL AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY.

8. TERM OF LICENSE; FEES

Unless this Agreement is terminated earlier in accordance with Section 10, the initial term of this Agreement commences on the Effective Date of this Agreement and shall expire at midnight (local server time) on the first anniversary of the first day of end-user training (annually thereafter, the "Due Date"). The first day of the end-user training shall be determined by FileTrail which shall be final and conclusive. This Agreement may be automatically renewed for additional consecutive one year periods by Client's payment to FileTrail of the annual renewal fee (the "Annual Renewal Fee") prior to the Due Date. FileTrail will invoice Client for the Annual Renewal Fee at least sixty (60) days prior to the Due Date. In the case of nonpayment of the Annual Renewal Fee prior to the Due Date, the Programs will discontinue operation on the Due Date and this Agreement and the License will expire on the Due Date. If this Agreement has expired due to the non-payment of the Annual Renewal Fee, and the Client desires to use the Programs thereafter, FileTrail may in its sole discretion reinstate this Agreement and the License upon the payment of the Annual Renewal Fee plus a reinstatement fee not to exceed \$250.00 (the "Reinstatement Fee"). Upon the Client's request FileTrail shall waive the Reinstatement Fee for the first reinstatement of this Agreement. FileTrail may only increase the Annual Renewal Fee (1) to the extent of an increase in the consumer price index (CPI) in any one year and (2) to reflect additions to the License in the event that Client agrees to license additional licensed programs or license quantities.

9. LATE PAYMENT

If FileTrail commences any legal proceeding for the collection of amounts due under this Agreement, Client shall pay for FileTrail attorneys' fees and collection costs. If Client disputes all or any portion of an invoice it must provide FileTrail a written notice prior to the due date of the applicable invoice. Such notice shall contain a detailed description of the item(s) in dispute, dollar amount(s) allocable to the disputed item(s) and the reason that Client is disputing the item. Client's failure to submit a notice timely and in accordance with this Section 9 shall constitute a waiver of the Client's right to dispute the applicable invoice.

10. TERMINATION

(a) Client may terminate this Agreement at any time upon written notice to FileTrail. Upon termination of this Agreement by Client, the Programs will cease to function on the annual Due Date for which payment was last received. Client shall not be entitled to a refund of any Fees.

(b) This Agreement may be terminated by FileTrail upon thirty (30) days' prior written notice to Client if Client is in breach of any of its material obligations hereunder, including but not limited to payment of

FILETRAIL

Fees, and such breach is not remedied within such thirty (30) day period. Notwithstanding the foregoing, FileTrail may terminate this Agreement and the License immediately, upon written notice to the Client due to a breach by the Client of Sections 1, 5 or 11. Client shall not be entitled to a refund of any Fees if FileTrail terminates this Agreement as provided for in this Section 10(b).

(c) Upon the expiration of this Agreement or the termination of this Agreement by FileTrail in accordance with Section 10(b), Client shall cease using the Programs and Client will at FileTrail's request, return, delete, or destroy all original and copies of the Programs and related documentation in its possession or control.

11. CONFIDENTIALITY

(a) Each party's Confidential Information (defined below) shall: (i) be used by the other party solely for the limited purpose of performing or receiving the contemplated benefits under this Agreement; (ii) be held in confidence by the other party; and (iii) not be disclosed except by the receiving party to its employees, agents, and contractors having a need-to-know and who have been advised by of the requirements of this Section 11 and have agreed to be bound by the provisions hereof.

(b) For purposes of this Agreement, "Confidential Information" means material, data, systems, and other information of or relating to either party or any of its affiliates, clients or Clients which may not be accessible or known to the general public, including information concerning its or their Clients and clients, business plans or opportunities, business strategies, finances, or employees and third-party proprietary or confidential information that the disclosing party or an affiliate of it treats as confidential. Confidential Information shall not include any information that (i) has entered or subsequently enters the public domain without a breach of any obligation under this Agreement; (ii) was known to the other party prior to the disclosure of such information; (iii) is obtained from a third party without violation of an obligation of nondisclosure and without restrictions on its disclosure; or (iv) is independently developed by the receiving party without reference to or reliance on the Confidential Information received pursuant to this Agreement.

(c) The obligations set forth in this Section 11 shall not apply to Confidential Information required to be disclosed under administrative or court order, or in an arbitration or litigation arising out of a dispute between the parties or their successors or assigns. If a party is legally required to disclose any Confidential Information, that party shall, to the extent allowed and practicable, provide the other party prompt notice of such requirement so that the other party may seek a protective order or other appropriate remedy.

12. NOTICES

All notices or other communications required or permitted under this Agreement shall be in writing and shall be delivered by personal delivery; registered mail return receipt requested, a "Next Day" delivery service requiring signature, or by electronic means, addressed as indicated on the signature page of this Agreement. Notices shall be deemed given on the date received or on the date delivery if refused.

13. GENERAL

Except as otherwise specified herein, neither this Agreement, nor any portion hereof, may be modified, amended or waived unless mutually agreed upon in writing by both parties. The failure of either party at any time to enforce any right or remedy available to it under this Agreement or otherwise with respect to any breach or failure by the other party shall not be construed to be a waiver of such right or remedy with respect to any other breach or failure by the other party. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. If any of the provisions of this Agreement shall be invalid or unenforceable,

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such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of each party shall be construed and enforced accordingly. The construction, interpretation and performance of this Agreement shall be governed by the laws of the State of New York excluding its choice of laws rules and excluding the Convention for the International Sale of Goods. Each party submits to the exclusive jurisdiction of the courts of Santa Clara County, California. The headings of the several Sections are inserted for convenience only and are not intended to affect the meaning or interpretation of this Agreement. This Agreement shall constitute the full, complete and entire Agreement between the parties with respect to the subject matter of this Agreement. The provisions of this Agreement supersede all prior or contemporaneous, oral or written, quotations, communications, agreements, and understandings of the parties with respect to the subject matter of this Agreement.

14. SURVIVAL

The parties' rights and obligations under the following provisions shall survive any termination or expiration of this Agreement: Intellectual Property (Section 4), Limitation of Liability (Section 6), Limited Warranty (Section 7) and Confidentiality (Section 11).

15. FORCE MAJURE

Notwithstanding anything to the contrary in this Agreement (including its Exhibits), neither party shall be deemed to be in default of or to have breached any provision of this Agreement as a result of any delay, failure in performance or interruption of service, resulting directly or indirectly from: (a) acts of God; (b) natural disasters; (c) acts of war, insurrection or terrorism; (d) strikes or lockouts; or (e) unauthorized network or computer intrusion, or Internet- or computer-related viruses, hacker attacks or other agents introduced by a third party, failure of the Internet, so long as any of the foregoing were not a result of the negligence of a party.

16. ACCEPTANCE

The undersigned acknowledge this license agreement and by signing below affirms that they are authorized to sign this license by their organization. By signing below you also acknowledge that you have read and understand the Terms & Conditions and Pricing sections in Exhibit B.

For FileTrail:

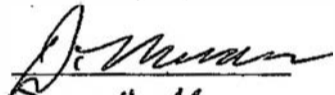
Signature

Printed Name

Title and Date

Phone

Email


Darrell Mervan
President 2-12-13
408-279-1300 x306
DMervan@FileTrail.com

For Client:

Signature _____

Printed Name _____

Title and Date _____

Phone _____

Email _____

17. MARKETING ACCOUNT

FileTrail provides a special discount (detailed in Exhibit B) for clients who elect to be a Marketing Account. By electing to accept the Marketing Account discount, Client agrees to provide quotes and authorizes FileTrail to write and publish a Case Study about Client's use of FileTrail products and services. Client will provide a quote at the time on contracting on why they selected FileTrail or their reflections on the process of evaluating FileTrail. Up to three staff may be interviewed to gain insights and quotes for use in the Case Study. Professional photos may be requested of these staff. Client will

FILETRAIL

be provided thirty days to reject materially-incorrect statements or content which reveals competitive trade secrets or confidential information prior to finalization of the Case Study.

Examples of the quality of materials produced about other Marketing Account clients can be reviewed at www.filetrail.com.

Election by Client

Initials _____

EXHIBIT A - SUPPORT

1. PROGRAMS

FileTrail, Inc. licenses and provides support and upgrades for the Programs. Licensing, support and upgrades are included as a part of the Fees.

2. SUPPORT

Support of these products is provided between 8:00 AM EST to 5:00 PM PST, Monday through Friday, except for US holidays. Support can be obtained by calling the Support number 800 310-0299 or using the Support email address helpdesk@filetrail.com (once registered) or ftsupport@filetrail.com.

Support includes:

- End-user issues such as 'How do I...' questions.
- Administrative-user issues such as 'How do I...' questions.
- Resolution of technical issues and programming bugs not caused by client.

FileTrail may charge standard published rates for any services requested by Client that are outside the scope of Support. Support does NOT include:

- Consultative questions that involve analysis of, or judgment on product configuration, implementation changes, configuration changes, import or conversion of additional data, etc.
- Changes to features or functionality of the licensed Programs.
- Resolution of internal technology infrastructure issues.
- Migration of the application or database to a new server, or issues created during such.
- Installation, upgrading, configuration, analysis nor advice on third party products, including but not limited to: MS Access, MS SQL Server, Oracle, MS IE, Netscape, printers, scanners, or other products not sold by FileTrail, Inc.

In some cases, support may require the Client to provide FileTrail with Client's copies of the Database. All such materials will be handled in accordance with the confidentiality provisions of the Agreement.

FileTrail requires that one or two named contacts act as a central point of contact for all Client support issues.

Hardware support includes:

- End-user issues such as 'How do I...' questions.
- Administrative-user issues such as 'How do I...' questions.
- Resolution of technical issues and programming bugs not caused by client.
- Escalation to Motorola for all manufacturer defects

3. UPGRADES

Software Upgrades include a) Software Upgrades via web site or email, and b) Software Patches via web site or email. Software Upgrades do not include: a) Additional Named Software, b) Additional Concurrent Access Licenses, nor c) Additional Third-Party Software.

EXHIBIT B - FILETRAIL PRODUCTS & SERVICES

PROJECT

OVERVIEW

Your FileTrail project incorporates items needed to implement a solution, including software, FileTrail configuration, bar code scanners and training, on an IIS Server utilizing an MS Access or MS SQL Server database. Additional items may optimize the solution to your specific situation. Implementation in more than one file room with separate requirements may incur additional charges for configuration.

Standard FileTrail Packages do not include data conversion, initial loading of data, color coded labeling, portable bar code scanners, additional configuration, technical support for servers and 3rd party software, filing system analysis nor consulting services, other than that explicitly detailed in the sections below.

This pricing expires sixty days from the date of this document. Quoted prices and rates may change without notice, but are guaranteed up to expiration of this document. Technical support for servers and 3rd party software will be invoiced at the standard hourly rate of \$150 per hour.

TERMS & CONDITIONS

Payments are due thirty days from date of invoice. The project will be invoiced on approval as follows:

- For hardware, 100% will be paid upon installation
- For all else, 100% will be paid upon contracting.

Fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and Client shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes based solely on income.

Additional services requested by the Client will be provided at standard hourly rates. Standard rates for training and professional services are \$150 per hour, installation services are \$200 per hour, and custom analysis, consulting and development are \$275 per hour.

Client will reimburse FileTrail for all reasonable expenses for travel and accommodation. When cancelling or postponing on-site activities Client is responsible for costs incurred to change travel plans. Client is responsible to notify FileTrail of policy-based limitations in advance. Travel expenses are not to exceed the estimated amount listed in the pricing.

This pricing is good for sixty days from the date of this document. Prices may change without notice, but are guaranteed up to expiration of this document. All prices are provided in US Dollars (USD).

FILETRAIL

Annual fees include licensing, telephone support, all upgrades, and all patches. Upgrades and patches are scripted and easy to apply. Labor charges apply in cases where custom development or data conversion is required by an upgrade.

IMPORTING DATA, MIGRATING LEGACY DATA, DATA CLEANUP AND OTHER DATA-RELATED SERVICES ARE NOT INCLUDED UNLESS EXPLICITLY QUOTED IN THE PRICING SECTION. All data migration services require a full copy of data prior to quote. Any quotes provided based on partial data should be considered an estimate only.

For projects involving import or migration of data, Client is responsible to conduct adequate review of results prior to approval. Any corrections or adjustments to data requested after implementation will be charged at standard hourly rates.

FileTrail is not responsible for making changes, nor any vendor fees for making changes, to the designs of color coded labels in any product other than color coding software purchased from FileTrail. All design changes or vendor fees for design changes in any other color coded labeling product are solely the Client's responsibility.

For installations that involve data import/update with FTSynchronize, Client will provide data in a delimited-text format as specified by FileTrail.

Please refer to the document titled FileTrail WEB Supported Configurations for all Server requirements.

For RFID Installations that involve Ethernet-based RFID Readers:

- Implementations using 10 or more Readers must use a database server that meets our mid-level server specifications; Implementations using 40 or more Readers must use a database server that meets our high-level server specifications;
- Client will provide one staff member to work with FileTrail staff full-time during RFID installation. This should be someone who is authorized to make decisions about installation, has access to all office locations, and access to login and install applications on workstations.
- Client will provide two stable, six-foot step ladders and a wheeled cart for use during installation. Taller step ladders may be required when ceilings higher than 9-foot are involved. If not provided, ladders will be purchased and invoiced with expenses.
- Client will accommodate FileTrail's GoToMeeting account or provide their own remote access method to FileTrail for access to servers during installation, support and trouble-shooting.
- Client is responsible to provide electrical power or PoE switches, and Ethernet drops at the locations needed for RFID Readers. These resources must be IN PLACE AND TESTED in a timely manner. FileTrail will charge standard rates for staff while waiting on-site.
- When SmartSensors are placed above a drop-ceiling they are placed directly on the ceiling tile. The client has requested the SmartSensors to be mounted below the ceiling tile. The cost for the mounting brackets has been included in the pricing and there will be no additional labor charge.
- When cabling is run along a wall for SmartSensors it is placed directly on the wall surface. If Client desires, they may have lines pulled through the wall or installed in surface-mounted conduit at their expense.

For any RFID Installation, Client should notify FileTrail of the presence of any systems listed below at the time of contracting. FileTrail will test for interference during the Site Survey. Client is responsible for the cost of replacement of any such systems.

FILETRAIL

- RFID will interfere with wireless duress systems which do not meet current FCC requirements and which operate in the local frequencies used by RFID (902 – 928 MHz in the US, 865 – 867 MHz in Europe). Clients with duress systems using the Innovonics FA receiver will need to upgrade to Innovonics Echostream.
- RFID may interfere with older telephone handsets and poorly shielded wireless headsets.
- RFID may interfere with older PA systems or poorly-shielded speakers.

Hardware will be installed in recommended areas where it will be used as specified in the license. The placement of equipment will need to be approved by an authorized Client representative. FileTrail will charge for the additional time if equipment needs to be moved after the initial installation for any reason, including aesthetics, staff relocation, change of furniture, other change order, etc. Client is responsible to reimburse expenses for both trips.

RFID equipment purchased from FileTrail is covered by manufacturer warranty. FileTrail will ship a replacement during warranty period. Client will be responsible for replacement of RFID equipment that is out of warranty or damaged by their electrical system.

SOLUTION SERVICE PROGRAM

The Solution Service Program (SSP) includes end-user support, technical support, software licensing, software upgrades and software patches. Annual fees for the SSP are due annually on the anniversary of the first day of end-user training.

The objective of the SSP are to ensure that every client is efficiently using their FileTrail solution and has full access to the latest features and capabilities. As part of this objective FileTrail implements many enhancements and cosmetic changes from Client feedback.

Support is provided from 8AM to 8PM Eastern, Monday through Friday, excluding holidays. Support may be contacted by phone at 800-310-0299 or email at helpdesk@filetrail.com. Our service goals are to respond to every issue within two hours. The majority of questions or issues are resolved in the initial contact.

Weekend and after-hours support is available by appointment at no extra charge. Clients are encouraged to provide advance notification whenever large changes are planned in the IT environment that may impact the server(s) involving the FileTrail application or database.

The SSP costs are detailed in the pricing section in the **Annual** column.

FileTrail WEB Pricing

For Town of Hempstead

Qty	Code	Description	Unit Pricing		Extended Pricing	
			Initial	Annual	Initial	Annual
Server Licenses						
1	FT-L-003	FileTrail WEB Server License	\$ 8,800	\$ 1,760	\$ 8,800	\$ 1,760
User Licenses						
2	FT-L-PU	FileTrail Power User	\$ 950	\$ 190	\$ 1,900	\$ 380
10	FT-L-BU	FileTrail Business User	\$ 150	\$ 30	\$ 1,500	\$ 300
40	FT-L-LU1	FileTrail Lite User	\$ 60	\$ 12	\$ 2,400	\$ 480
Add-Ons						
2	FT-H-LS	Laser Bar Code Scanner	\$ 350		\$ 700	
1	FT-L-SY	FTSynchronize	\$ 2,500	\$ 500	\$ 2,500	\$ 500
Services						
1	FT-S-CFG	System Configuration, up to 5 custom screens	\$ 3,600		\$ 3,600	
1	FT-S-INST1	Remote Installation of FileTrail WEB	\$ 600		\$ 600	
3	FT-S-OTR	On-site User Training, per day, two day minimum	\$ 1,200		\$ 3,600	
1	FT-S-SY	FTSynchronize Configuration, per data source	\$ 1,600		\$ 1,600	
RFID Licensing						
1	RF-L-E	RF-Enterprise Server License	\$ 10,000	\$ 2,000	\$ 10,000	\$ 2,000
1	RF-L-E015	19-Reader License	\$ 20,900	\$ 4,180	\$ 20,900	\$ 4,180
RFID Components						
2	RF-H-R2AC	RFID 2-port Reader, with AC Power	\$ 1,295		\$ 2,590	
6	RF-H-R2AC	RFID 2-port Reader, with POE	\$ 1,295		\$ 7,770	
11	RF-H-R4AC	RFID 4-port Reader, with POE	\$ 1,695		\$ 18,645	
60	RF-H-SSP	RFID SmartSensor with Plenum Cable	\$ 305		\$ 18,300	
60	RF-H-SSPMB	RFID SmartSensor mounting brackets	\$ 30		\$ 1,800	
1	RF-K-M	RFID SmartMobile, hardware and software	\$ 5,995	\$ 1,199	\$ 5,995	\$ 1,199
RFID Exit Alarms						
1	RF-L-ALRM	SmartAlarm License	\$ 595	\$ 120	\$ 595	\$ 120
2	RF-H-BCN	SmartAlarm Beacon	\$ 140		\$ 280	
RFID Services						
1	FT-S-INST2	Remote Installation of FileTrail RFEnterprise	\$ 600		\$ 600	
8	FT-S-RFID	RFID Installation, per day	\$ 1,600		\$ 12,800	
RFID Warranties						
1	RF-W-319Z-3	3 year SmartMobile RFID warranty (3190Z)	\$ 619		\$ 619	
RFID Supplies						
1	RF-C-010	RFID SmartTags for non-metallic media, 60,000 tags	\$ 22,800		\$ 22,800	

FILETRAIL

Other

1	ANNUAL	Annual Support & Maintenance (first year)	\$ 10,919
1	SHIPPING	Estimated Shipping Expense for Hardware & Supplies	t.b.d.
1	EXPENSES	Estimated Travel & Accommodations for on-site work	\$ 2,635

MARKETING DISCOUNT

DISCOUNT	10% off Software and Services	\$ (7,139.50)
DISCOUNT	Annual Support & Maintenance included for first year	\$ (10,919)
DISCOUNT	No initial charge for RF-L-E015, 18-Reader License	\$ (20,900)

TOTAL PROJECT COST \$ **125,490**

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION APPROVING A CONTRACT WITH NEW HORIZON COUNSELING CENTER INC., AUTHORIZING A GRANT FOR YOUTH SERVICES.

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

WHEREAS, New Horizon Counseling Center Inc., having its principal office at 50 West Hawthorne Avenue, Valley Stream, New York, is one such organization qualified under the provisions of the Division for Youth, Youth Development/Delinquency Prevention Program, and said organization now makes application to the Town of Hempstead for a grant for youth services to be provided for a term commencing January 1, 2017 and terminating December 31, 2017; and

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

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor is hereby authorized and directed to execute a contract between the Town of Hempstead and New Horizon Counseling Center, Inc., for the provision of youth services, upon such terms, conditions and stipulations as the Supervisor may deem fit and proper, for the term commencing January 1, 2017 and terminating December 31, 2017; and

BE IT FURTHER RESOLVED, that the Town Board hereby directs payment in the sum of SEVENTEEN THOUSAND FOUR HUNDRED NINETY EIGHT AND 00/100 (\$17,498.00) DOLLARS, to be made on the presentation of a claim for actual expenditures incurred, accompanied by substantive data that will support such expenditures. Such payment to be charged against the Department of Planning and Economic Development Account No. 030-006-8020-4740/Youth Guidance; and

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

The foregoing resolution was adopted upon roll call as follows:

APPROVED
[Signature]
6/18/2018
DIRECTOR OF PURCHASING
DOMINICK A. LONGOBARDI
DEPUTY TOWN COMPTROLLER

\$ 17,498.00
AYES: (APPROVED AS TO AVAILABLE FUNDS
NOES: By *[Signature]* 6/18/18
KEVIN R. CONROY
TOWN COMPTROLLER
Acct # 030-006-8020-4740
ENC 18 -

Doc. No. 18-008

Approved *[Signature]*
TOWN OF HEMPSTEAD
Deputy Town Attorney
Dated 6/18/18

APPROVED AS TO CONTENT
DATE 6/22/18
[Signature]
KATHERINE R. BROOKS
COUNSEL TO COMMISSIONER
DEPT. OF PLANNING & ECONOMIC DEVELOPMENT

CONTRACT FOR PERSONAL SERVICES
By and Between
TOWN OF HEMPSTEAD
and
NEW HORIZON COUNSELING CENTER, INC.

AGREEMENT made the day of , 2018, by and between the Town of Hempstead (hereinafter called the "Town"), a domestic municipal corporation having its principal offices at One Washington Street, Hempstead, New York, and New Horizon Counseling Center, Inc., (hereinafter called the "Center") a non-profit corporation having its principal office at 50 Hawthorne Avenue, Valley Stream, New York.

WITNESSETH THAT:

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

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

WHEREAS, the Center is one such organization qualified by OCFS, and again makes application for a grant in the sum of SEVENTEEN THOUSAND FOUR HUNDRED NINETY EIGHT AND 00/100 (\$17,498.00) DOLLARS, to assist in its program for the calendar year 2017; and

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

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

1. The Center agrees to continue its recreational and other programs for youth, during the term of this agreement.
2. The Center agrees that such youth program will be supervised and directed by competent adult personnel.
3. The Center agrees not to assign, transfer, or hypothecate this agreement or any interest therein in whole or in part by agreement or novation.
4. The Center agrees that it is, and at all times shall be deemed to be an independent contractor and shall not in any manner by its actions or deeds commit the Town to any obligation irrespective of the nature thereof, and that Center shall not, at any time, or for any purpose, be deemed an agent, servant or employee of the Town.
5. The Center agrees to indemnify the Town of Hempstead, its agents, its servants and employees from any and all claims of liability for bodily injury and damage to property caused by the negligence of the agents, servants and employees of the Center resulting from its operation, use and maintenance of the facilities of the Center. In addition, the Center agrees, prior to the commencement of this agreement or any renewal thereof, at its own cost and expense, policies of insurance, insuring the Center and the Town of Hempstead against any claims from any and all persons for bodily injury and property damage. Such policies shall have limits with respect to personal injuries of \$1,000,000.00 per occurrence and shall also insure against property damage in the limit of \$100,000.00 in respect to any one accident. Certificates insurance duly reflecting this provision of this agreement shall be delivered by the Center simultaneously with the execution of this agreement.
6. The Center agrees that it shall at all times keep and maintain full and complete books and records of accounts in accordance with accepted accounting practices and such other records

as may be prescribed by the Comptroller of the Town to reflect complete and true accountability for the funds which the Town shall grant under the contract. The Center shall, upon expenditure of the grant, provide the Department of Planning and Economic Development with a detailed report of the expenditures made.

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

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

9. The Town agrees to pay the Center for the services provided by this agreement, up to the amount of SEVENTEEN THOUSAND FOUR HUNDRED NINETY EIGHT AND 00/100 (\$17,498.00) DOLLARS, payable as follows:

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

10. Recognizing that the Town will utilize the aforesaid proof of expenditures as the basis for its claims to the NYS Office of Children and Family Services (OCFS) for reimbursement, the Center agrees that should the OCFS disallow any items of claims in whole or in part as improper or lacking in sufficient supportive evidence, the Center shall be responsible for reimbursing the Town for the disallowed amount.

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

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

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

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

TOWN OF HEMPSTEAD

By: _____
Laura A Gillen
Supervisor

APPROVED
By: [Signature] Date: 6/19/18
KEVIN R. CONROY, CPA
TOWN COMPTROLLER

NEW HORIZON COUNSELING CENTER, INC
By: [Signature]
Herrick Lipton
Executive Director

Approved as to form
[Signature]
Deputy Town Attorney
Dated 6/18/18

Doc. No. 18-008

APPROVED
[Signature]
DIRECTOR OF PURCHASING
DEPUTY TOWN COMPTROLLER

APPROVED AS TO CONTENT
DATE: 6/21/18
[Signature]
KATRINA R. BRADY
COUNSEL TO COMMISSIONER
DEPT. OF PLANNING & ECONOMIC DEVELOPMENT

CASE NO.

RESOLUTION NO.

Adopted:

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

**RESOLUTION AUTHORIZING CERTAIN DESIGNATED EMPLOYEES IN
THE DEPARTMENT OF PARKS AND RECREATION TO HAVE AN
ANNUAL MEMBERSHIP IN THE NEW YORK STATE RECREATION
AND PARKS SOCIETY**

WHEREAS, the New York State Recreation and Parks Society, located at Saratoga Spa State Park, 19 Roosevelt Drive, Suite 200, Saratoga Springs, N.Y. 12866, offers annual membership to professionals interested in being informed of events through networking at the local, state and national levels; and

WHEREAS, the employees named below desire to be members of the New York State Recreation and Parks Society; and

WHEREAS, this membership relates to their performance of duties within the Department of Parks and Recreation; and

WHEREAS, the following named employees are seeking annual membership in the New York State Recreation and Parks Society;

Daniel Lino - Commissioner
Eric Harkin - Assistant to the Commissioner
Raymond Rhoden - Deputy Commissioner
Kyle Meegan - Deputy Commissioner
Nasrin Ahmad - Deputy Commissioner

and

WHEREAS, the total amount for this membership is \$425.00 for the aforementioned employees for the period 2/1/2018 through 1/31/2019

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor be and is hereby authorized to approve such annual membership for the aforementioned employees, and that the amount of \$425.00 be accepted and be charged against Parks and Recreation code 400-007-7110-4040 - Office Expense.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

28

Case #

11305

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION APPROVING A CONTRACT WITH NEW HORIZON COUNSELING CENTER INC., AUTHORIZING A GRANT FOR YOUTH SERVICES.

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

WHEREAS, New Horizon Counseling Center Inc., having its principal office at 50 West Hawthorne Avenue, Valley Stream, New York, is one such organization qualified under the provisions of the Division for Youth, Youth Development/Delinquency Prevention Program, and said organization now makes application to the Town of Hempstead for a grant for youth services to be provided for a term commencing January 1, 2017 and terminating December 31, 2017; and

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

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor is hereby authorized and directed to execute a contract between the Town of Hempstead and New Horizon Counseling Center, Inc., for the provision of youth services, upon such terms, conditions and stipulations as the Supervisor may deem fit and proper, for the term commencing January 1, 2017 and terminating December 31, 2017; and

BE IT FURTHER RESOLVED, that the Town Board hereby directs payment in the sum of SEVENTEEN THOUSAND FOUR HUNDRED NINETY EIGHT AND 00/100 (\$17,498.00) DOLLARS, to be made on the presentation of a claim for actual expenditures incurred, accompanied by substantive data that will support such expenditures. Such payment to be charged against the Department of Planning and Economic Development Account No. 030-006-8020-4740/Youth Guidance; and

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 29

Case # 13584

CONTRACT FOR PERSONAL SERVICES
By and Between
TOWN OF HEMPSTEAD
and
NEW HORIZON COUNSELING CENTER, INC.

AGREEMENT made the day of , 2018, by and between the Town of Hempstead (hereinafter called the "Town"), a domestic municipal corporation having its principal offices at One Washington Street, Hempstead, New York, and New Horizon Counseling Center, Inc., (hereinafter called the "Center") a non-profit corporation having its principal office at 50 Hawthorne Avenue, Valley Stream, New York.

WITNESSETH THAT:

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

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

WHEREAS, the Center is one such organization qualified by OCFS, and again makes application for a grant in the sum of SEVENTEEN THOUSAND FOUR HUNDRED NINETY EIGHT AND 00/100 (\$17,498.00) DOLLARS, to assist in its program for the calendar year 2017; and

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

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

1. The Center agrees to continue its recreational and other programs for youth, during the term of this agreement.

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

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

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

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

6. The Center agrees that it shall at all times keep and maintain full and complete books and records of accounts in accordance with accepted accounting practices and such other records

as may be prescribed by the Comptroller of the Town to reflect complete and true accountability for the funds which the Town shall grant under the contract. The Center shall, upon expenditure of the grant, provide the Department of Planning and Economic Development with a detailed report of the expenditures made.

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

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

9. The Town agrees to pay the Center for the services provided by this agreement, up to the amount of SEVENTEEN THOUSAND FOUR HUNDRED NINETY EIGHT AND 00/100 (\$17,498.00) DOLLARS, payable as follows:

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

10. Recognizing that the Town will utilize the aforesaid proof of expenditures as the basis for its claims to the NYS Office of Children and Family Services (OCFS) for reimbursement, the Center agrees that should the OCFS disallow any items of claims in whole or in part as improper or lacking in sufficient supportive evidence, the Center shall be responsible for reimbursing the Town for the disallowed amount.

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

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

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

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

TOWN OF HEMPSTEAD

By: _____
Laura A Gillen
Supervisor

NEW HORIZON COUNSELING CENTER, INC

By: _____
Herrick Lipton
Executive Director

APPROVED

By: Kevin R. Conroy Date: 6/18/18
KEVIN R. CONROY, CPA
TOWN COMPTROLLER

Approved as to form
[Signature]
Deputy Town Attorney
Dated 6/18/18

Doc. No. 18-008

APPROVED
[Signature]
DIRECTOR OF PURCHASING
DEPUTY TOWN COMPTROLLER

APPROVED AS TO CONTENT
DATE: 6/18/18
[Signature]
COUNSEL TO COMMISSIONER
DEPT. OF PLANNING & ECONOMIC DEVELOPMENT

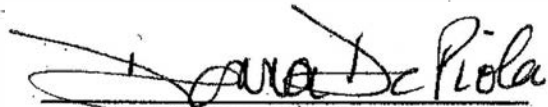
STATE OF NEW YORK)
: ss.:
COUNTY OF NASSAU)

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

Notary Public

STATE OF NEW YORK)
ss:
COUNTY OF NASSAU)

On this 27th day of April, 2018, before me personally came Herrick Lipton, to me known, who being by me duly sworn did depose and say that (s)he resides at 185 Causeway Rd Lawrence, NY 11559 and that (s)he is the CEO of New Horizon Counseling Ctr, Inc., the association described in and which executed the foregoing instrument.



Notary Public

DONNA DePIOLA
Notary Public, State Of New York
No. 01DE6092690
Qualified In Nassau County
Commission Expires May 27, 2019

CASE NO.

RESOLUTION NO.

RESOLUTION RE: ACCEPTING ESHA AHMED, DANIELLE ANZALONE & ROBERT CERNY AS ACTIVE MEMBERS IN THE FRIENDSHIP ENGINE AND HOSE COMPANY INC. MERRICK, NEW YORK.

ADOPTED:

Offered the following resolution and moved its adoption:

RESOLVED, that the action FRIENDSHIP ENGINE AND HOSE COMPANY INC., Merrick, NEW YORK in accepting ESHA AHMED, residing at 1499 Meadowbrook Road, Merrick, New York 11566, DANIELLE ANZALONE, residing at 64 Henry Street, Merrick, New York 11566 & ROBERT CERNY, residing at 79 Loines Avenue, Merrick, New York 11566, into the company rolls as a members, be and the same hereby is ratified and approved.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

30

Case #

693

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

**RESOLUTION DESIGNATING TENANT REPRESENTATIVES
AS MEMBERS OF THE TOWN OF HEMPSTEAD HOUSING AUTHORITY**

WHEREAS, heretofore and by Chapter 475 of the Laws of 1963, effective April 16, 1963, there has been created the Municipal Housing Authority, to be known as the Town of Hempstead Housing Authority for the purposes and with the powers set forth in said Chapter; and

WHEREAS, pursuant to Chapters 482 and 483 of the Laws of 1974, Section 30, of the Public Housing Law, was amended so as to provide that the Town of Hempstead Housing Authority shall include, as members, two tenants elected by the residents of the Authority's housing for a term of two years each; and

WHEREAS, pursuant to the aforesaid Law, an election was held on June 12, 2018, at which time eligible tenants voted for representatives as members of the Town of Hempstead Housing Authority for a two-year term commencing August 20, 2018 to August 20, 2020, and the following two candidates received the greatest number of votes:

Warren Friedel
750 Jerusalem Avenue, Apt. K8
Uniondale, NY 11553

Gail Jannuzzi
1150 Seamans Neck Road, Apt. M4
Wantagh, New York 11793

NOW, THEREFORE, BE IT

RESOLVED, that pursuant to Section 20 of the Public Housing Law of the State of New York, this Town Board hereby designates the said Warren Friedel and Gail Jannuzzi as tenant representatives of the Town of Hempstead Housing Authority to serve a two year term commencing August 20, 2018; and

BE IT FURTHER RESOLVED, that each of the aforesaid tenant representatives shall take the Oath of Office and file said Oath in the Office of the Town Clerk.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 31
Case # 9789

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION REAPPOINTING FRANK J. SARACINO
AS A MEMBER OF THE
TOWN OF HEMPSTEAD HOUSING AUTHORITY

WHEREAS, the term of Frank J. Saracino, residing at 608 Carman Avenue, Apt. B1, Westbury, New York, 11590, as a member of the Town of Hempstead Housing Authority, expires on the 20th day of August, 2018; and

WHEREAS, this Town Board deems it in the public interest that said Frank J. Saracino be reappointed as hereinafter provided;

NOW, THEREFORE, BE IT

RESOLVED, that Frank J. Saracino, residing at 608 Carman Avenue, Apt. B1, Westbury, New York, 11590, be and he hereby is appointed as a member of the Town of Hempstead Housing Authority for a term of five years, ending on the 20th day of August, 2023, and;

BE IT FURTHER

RESOLVED, that the Town Clerk be and hereby is directed to file with the Commissioner of Housing of the State of New York, a certificate of such reappointment.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

32

Case #

9789

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution
and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE
AUTHORIZATION OF ANKER'S ELECTRIC SERVICE, INC.
TO PERFORM EMERGENCY UNDERGROUND LIGHTING REPAIR OF
CERTAIN STREETLIGHTS LOCATED IN LIDO BEACH, NEW YORK.

WHEREAS, the Commissioner of General Services (the "Commissioner") has jurisdiction over the maintenance and repair of certain street lights located at 881-935 Marginal Road and 941-983 Lido Boulevard, Lido Beach, New York (the "Streetlights"); and

WHEREAS, the Streetlights were damaged during scheduled tree removal along the highway and were in need of immediate repair (the "Services"); and

WHEREAS, Anker's Electric Service, Inc. was duly qualified to perform the Services; and

WHEREAS, the cost of the Services performed by Anker's Electric Service, Inc. did not exceed \$17,921.20 (Seventeen Thousand Nine Hundred Twenty One Dollars and Twenty Cents) and was deemed fair and equitable by the Commissioner; and

WHEREAS, this Board finds it in the best interests of the Town to have retained Anker's Electric Service, Inc. to provide the Services.

NOW, THEREFORE, BE IT

RESOLVED, that the authorization granted to Anker's Electric Service, Inc., 10 South Fifth Street, Locust Valley, New York 11560 to provide the Services is hereby ratified and confirmed; and be it further

RESOLVED, that the Comptroller is authorized to pay a total not to exceed \$17,921.20 (Seventeen Thousand Nine Hundred Twenty One Dollars and Twenty Cents) to Anker's Electric Service, Inc. and the sum is to be charged against the Department of General Services Street Lighting Maintenance and Repair Account Number 171-003-0171-4630.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

33

Case #

8143

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE AWARD OF A BID FOR MARGINAL ROAD STREETScape, LEVITTOWN AND UNIONDALE AVENUE STREETScape, UNIONDALE, TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK PW#22-17

WHEREAS, the Commissioner of General Services (the "Commissioner") solicited bids for Marginal Road Streetscape, Levittown and Uniondale Avenue Streetscape, Uniondale Town of Hempstead, Nassau County, New York; PW# 22-17 (the "Project"); and

WHEREAS, pursuant to such solicitation bids were received and opened in the office of the Commissioner on January 4, 2018; and

WHEREAS, the bids were referred to the Engineering Department for examination and report as follows:

Roadwork Ahead, Inc.	\$515,990.00
Valente Contracting Corp.	\$591,977.50

WHEREAS, the Commissioner of the Engineering Department reported that lowest bid was received from Roadwork Ahead, Inc., 96 Madison Avenue, Westbury, New York 11590 in the sum of \$515,990.00 and it appears that said bidder is duly qualified and recommends acceptance to the Town Board; and

WHEREAS, consistent with the recommendation of the Commissioner of the Engineering Department, the Town Board desires to authorize the award of a contract for the Project to Roadwork Ahead, Inc. as the lowest responsible bidder at its bid price of \$515,990.00.

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board hereby awards a contract for the Project to Roadwork Ahead, Inc., 96 Madison Avenue, Westbury, New York 11590, as the lowest responsible bidder at its bid price of \$515,990.00; and be it further

RESOLVED, that upon execution of the contract by Roadwork Ahead, Inc., the required Performance Bond and Insurance, when approved by the Town Attorney as to form, be filed in the Town Clerk's Office together with the contract; and be it further

RESOLVED, that the Town Board authorizes the Commissioner of the Department of Engineering to execute, on behalf of the Town of Hempstead the agreement with Roadwork Ahead, Inc., and authorizes and directs the Comptroller to pay the cost of the Project in accordance with the contract in the amount of \$515,990.00 from Grant Money received from New York State.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 34

Case # 20803

Adopted:

offered the following resolution and moved its adoption:

**RESOLUTION APPROVING AND RATIFYING
THE GRANT AGREEMENT WITH THE DORMITORY
AUTHORITY STATE OF NEW YORK, AS PART
OF THE STREETScape IMPROVEMENTS
TO HEMPSTEAD TURNPIKE AND UNIONDALE AVE.**

WHEREAS, the Department of Planning and Economic Developments has submitted a Project Information Sheet to the Dormitory Authority State of New York, (hereinafter referred to as DASNY), for funds made available under the State and Municipal Facilities Program, ("SAM"), for funds as part of the streetscape improvements to Hempstead Turnpike & Uniondale Avenue; and

WHEREAS, the DASNY has made available funds for the planning or design of the acquisition, construction, demolition, replacement and major repairs or renovations of a fixed asset or assets; and

WHEREAS, the Town has asked DASNY for grant funds for the streetscape improvement efforts in the Uniondale and Levittown communities; and

WHEREAS, by Project Information Sheet dated June 24, 2016, the Town of Hempstead Department of Planning and Economic Development, made request to DASNY for grant funds in the amount of FIVE HUNDRED FIFTEEN THOUSAND (\$515,000.00) DOLLARS, to be utilized specifically for streetscape improvement for Hempstead Turnpike & Uniondale Ave, New York; and

WHEREAS, the DASNY approved a grant in the amount of FIVE HUNDRED FIFTEEN THOUSAND (\$515,000.00) DOLLARS, to be utilized for streetscape improvements to Hempstead Turnpike & Uniondale Ave through the Town of Hempstead Department of Planning and Economic Development; and

WHEREAS, The Town has reviewed the contents of the above Grant Disbursement Agreement; and

WHEREAS, the Grant Disbursement Agreement requires the submission of a resolution of support from the municipality within the proposed service area; and

WHEREAS, to satisfy the Grant Disbursement Agreement requirements and to demonstrate its commitment of cooperation with DASNY in this effort, the Hempstead Town Board wishes to express its support of the agreement being accepted by the Town of Hempstead, Department of Planning and Economic Development for the Uniondale & Levittown community.

NOW, THEREFORE, BE IT

RESOLVED, the contents of the above mentioned grant disbursement agreement, dated June 6, 2018, are adopted and ratified by this Board; and

BE IT FURTHER

RESOLVED, that the Hempstead Town Board enthusiastically supports the Grant Disbursement Agreement between DASNY and the Town of Hempstead, Department of Planning and Economic Development; and

BE IT FURTHER

Item # 35

Case # 20803

RESOLVED, that the Commissioner of the Department of Planning and Economic Development is hereby authorized to execute such documents and to take such other action as may be necessary to carry out the foregoing grant agreement with DASNY from the Town of Hempstead, Department of Planning and Economic Development.

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

AYES: ()

NOES : ()



DASNY

ANDREW M. CUOMO
Governor

ALFONSO L. CARNEY, JR.
Chair

GERRARD P. BUSHELL, Ph.D.
President & CEO

June 8, 2018

VIA OVERNIGHT MAIL

Mr. Joseph Marshiano
Director of Community Development
Town of Hempstead
200 No. Franklin Street
Hempstead, NY 11550

Subject: *State and Municipal Facilities Program ("SAM")
Streetscape Improvements to Hempstead Turnpike and Uniondale Avenue.
Project ID: #6776*

Dear Mr. Marshiano:

Enclosed please find one (1) fully executed original Grant Disbursement Agreement for your files. At this time you may forward requisitions for payment, along with your wire instructions, to the attention of Accounts Payable – Grants (if you haven't done so already), utilizing the forms provided in the Grant Disbursement Agreement. In addition, we have attached a list of **Frequently Asked Questions**. This list was designed to answer many of the questions that you may have about the Grant process. If you should have any additional questions about submitting a requisition, please contact the accounts payable hotline at (518) 257-3777, and an accountant will get back to you shortly.

Thank you.

Sincerely,

Sarah D. Antonacci
Assistant Director, Grants Administration

Enc.

cc: Accounts Payable, DASNY

CORPORATE HEADQUARTERS
515 Broadway
Albany, NY 12207-2964

T 518-257-3000
F 518-257-3100

NEW YORK CITY OFFICE
One Penn Plaza, 52nd Floor
New York, NY 10119-0098

T 212-273-5000
F 212-273-5121

BUFFALO OFFICE
539 Franklin Street
Buffalo, NY 14202-1109

T 716-884-9780
F 716-884-9787

DORMITORY AUTHORITY STATE OF NEW YORK

WE FINANCE, BUILD AND DELIVER.

www.dasny.org

This **GRANT DISBURSEMENT AGREEMENT** includes all exhibits and attachments hereto and is made on the terms and by the parties listed below and relates to the Project described below:

DORMITORY AUTHORITY OF THE STATE OF NEW YORK ("DASNY"):

515 Broadway
Albany, New York 12207
Contact: Sara Richards, Esq.
Phone: (518) 257-3177
Fax: (518) 257-3475
E-mail: grants@dasny.org

THE GRANTEE:

Town of Hempstead
1 Washington Street
Hempstead, NY 11550
Contact: Mr. Joseph Marshiano

Phone: (516) 538-7100
Fax: (516) 393-0080

THE PROJECT:

Streetscape Improvements to Hempstead Turnpike and Uniondale Avenue

PROJECT LOCATION:

Uniondale Ave & Hempstead Tpke

GRANT AMOUNT:

\$515,000

FUNDING SOURCE:

State and Municipal Facilities Program ("SAM")

For Office Use Only:

PRELIMINARY APPLICATION OR PROJECT INFORMATION SHEET DATE:

06/24/2016

DATE GDA SENT TO GRANTEE:

04/04/2018

DATE AGREEMENT SIGNED BY GRANTEE:

05/04/2018

DATE AGREEMENT SIGNED BY DASNY:

6/6/18

EXPIRATION DATE OF THIS AGREEMENT:

6/6/21

PROJECT ID #: 6776
FMS#: 155147
GranteeID: 976
GrantID: 7897

TERMS AND CONDITIONS

1. The Project

The Project description, including tasks and a timeline with respect thereto, is set forth in Exhibit A. The Grantee will perform the tasks on the schedule and as described in Exhibit A to this Agreement.

2. Project Budget and Use of Funds

- a) The Grantee will undertake the Project in accordance with the overall Project budget, which includes the Grant funds, as set forth in Exhibit A to this Agreement. The Grant will be applied only to Eligible Expenses, which are separately identified, as described in the Preliminary Application or Project Information Sheet and in Exhibit A hereto.
- b) Grantee agrees and covenants to apply the Grant proceeds only to capital works or purposes, which shall consist of the following:
 - (i) the acquisition, construction, demolition, or replacement of a fixed asset or assets;
 - (ii) the major repair or renovation of a fixed asset, or assets, which materially extends its useful life or materially improves or increases its capacity; or
 - (iii) the planning or design of the acquisition, construction, demolition, replacement, major repair or renovation of a fixed asset or assets, including the preparation and review of plans and specifications including engineering and other services, field surveys and sub-surface investigations incidental thereto.
- c) Grantee agrees and covenants that the Grant proceeds shall not be used for costs that are not capital in nature, which include, but shall not be limited to working capital, rent, utilities, salaries, supplies, administrative expenses, or to pay down debt incurred to undertake the Project.

3. Books and Records

The Grantee will maintain accurate books and records concerning the Project for six (6) years from the date the Project is completed and will make those books and records available to DASNY, its agents, officers and employees during Grantee's business hours upon reasonable request. In the event of earlier termination of this Agreement, such documentation shall be made available to DASNY, its agents, officers and employees for six (6) years following the date of such early termination.

4. Conditions Precedent to Disbursement of the Grant

No Grant funds shall be disbursed until the following conditions have been satisfied:

- (a) DASNY has received a description of the Project, budget and timeline in the form of Exhibit A, and an opinion of Grantee's counsel, in substantially the form appended to this Agreement as Exhibit B; and
- (b) The requirements of the SAM Program have been met; and
- (c) The monies required to fund the Grant have been received by DASNY; and
- (d) In the event of disbursement pursuant to paragraph 5(b) below, the Grantee has provided DASNY with documentation evidencing that a segregated account has been established by the Grantee into which Grant funds will be deposited (the "Segregated Account"). Eligible Expenses incurred in connection with the Project to be financed with Grant proceeds that are to be paid on invoice shall be paid out of the Segregated Account. The funds in such account shall not be used for any other purpose.
- (e) The Grantee certifies that it is in compliance with the provisions of the SAM and this Agreement and that the Grant will only be used for the Project set forth in the Preliminary Application or Project Information Sheet and in Exhibit A hereto.
- (f) Not-for-profit organizations are required to register and prequalify on the New York State Grants Gateway (www.grantsreform.ny.gov) in order to receive Grant funds. The Grantee's Document Vault must be in prequalification status prior to any disbursements of the grant funds.

5. Disbursement

Subject to the terms and conditions contained in this Agreement, DASNY shall disburse the Grant to the Grantee, in the manner set forth in Exhibit D, as follows:

- (a) Reimbursement: DASNY shall make payment directly to the Grantee in the amount of Eligible Expenses actually incurred and paid for by the Grantee, upon presentation to DASNY of (i) the Payment Requisition Forms attached to this Agreement as Exhibit E and its attachments; (ii) copies of invoices for Eligible Expenses from the Grantee's contractor and/or vendor and proof of payment from the Grantee to the contractor and/or vendor in a form acceptable to DASNY; and (iii) such additional supporting documentation as DASNY may require in order to clearly demonstrate that Eligible Expenses were incurred and paid by the Grantee in connection with the Project described herein; or
- (b) Payment on Invoice:
 - (1) DASNY may make payment directly to the Grantee in the amount of Eligible Expenses actually incurred by the Grantee, upon presentation to DASNY of (i) the Payment Requisition Forms attached to this Agreement as Exhibit E and its attachments; (ii) copies of invoices for Eligible Expenses from the Grantee's contractor and/or vendor in a form acceptable to DASNY evidencing the completion of work; and (iii) such additional supporting documentation as DASNY may require in order to clearly demonstrate that Eligible Expenses were incurred by the Grantee in connection with the Project described herein.

(2) The Grantee must deposit all Grant proceeds paid on invoice pursuant to this paragraph (b) into the Segregated Account established pursuant to Paragraph 4(d). All Eligible Expenses incurred in connection with the Project to be financed with Grant funds that are to be paid on invoice must be paid out of this account. The account shall not be used for any other purpose.

(3) The Grantee must provide proof of disbursement of Grant funds to the respective contractor and/or vendor in a form acceptable to DASNY, within sixty (60) days of the date that Grant funds are disbursed to the Grantee to pay for such costs. DASNY will not make any additional disbursements from Grant funds until such time as proof of payment is provided.

(4) Utilizing the Grant funds paid to the Grantee pursuant to this section for any purpose other than paying the contractors and/or vendors identified in the requisition documentation in the amounts set forth in the requisition shall constitute a default under this Agreement and shall, at a minimum, result in the denial of payment on invoice for subsequent requisitions.

(5) DASNY may deny payment on invoice at its sole and absolute discretion, thereby restricting the method of payment pursuant to this contract to reimbursement subject to the terms of Section 5(a).

(c) Electronic Payments Program: DASNY reserves the right to implement an electronic payment program ("Electronic Payment Program") for all payments to be made to the Grantee thereunder. Prior to implementing an Electronic Payment Program, DASNY shall provide the Grantee written notice one hundred twenty days prior to the effective date of such Electronic Payment Program ("Electronic Payment Effective Date"). Commencing on or after the Electronic Payment Effective Date, all payments due hereunder by the Grantee shall only be rendered electronically, unless payment by paper check is expressly authorized by DASNY. Commencing on or after the Electronic Payment Effective Date the Grantee further acknowledges and agrees that DASNY may withhold any request for payment hereunder, if the Grantee has not complied with DASNY's Policies and Procedures relating to its Electronic Payment Program in effect at such time, unless payment by paper check is expressly authorized by DASNY.

(d) In no event will DASNY make any payment which would cause DASNY's aggregate disbursements to exceed the Grant amount.

(e) The Grant, or a portion thereof, may be subject to recapture by DASNY as provided in Section 9(c) hereof.

6. Non Discrimination and Affirmative Action

The Grantee shall make its best effort to comply with DASNY's Non-Discrimination and Affirmative Action policies set forth in Exhibit F to this Agreement.

7. No Liability of DASNY or the State

DASNY shall not in any event whatsoever be liable for any injury or damage, cost or expense of any nature whatsoever that occurs as a result of or in any way in connection with the Project and the Grantee hereby agrees to indemnify and hold harmless DASNY, the State and their respective agents, officers, employees and directors (collectively, the "Indemnitees") from and against any and all such liability and any other liability for injury or damage, cost or expense resulting from the payment of the Grant by DASNY to the Grantee or use of the Project in any manner, including in a manner which, if the bonds are issued on a tax-exempt basis, (i) results in the interest on the bonds issued by DASNY the proceeds of which were used to fund the Grant (the "Bonds") to be includable in gross income for federal income tax purposes or (ii) gives rise to an allegation against DASNY by a governmental agency or authority, which DASNY defends that the interest on the Bonds is includable in gross income for federal income tax purposes, other than that caused by the gross negligence or the willful misconduct of the Indemnitees.

8. Warranties and Covenants

The Grantee warrants and covenants that:

- (a) The Grant shall be used solely for Eligible Expenses in accordance with the terms and conditions of this Agreement.
- (b) No materials, if any, purchased with the Grant will be used for any purpose other than the eligible Project costs as identified in Exhibit A.
- (c) The Grantee agrees to utilize all funds disbursed in accordance with this Agreement in accordance with the terms of the SAM Program.
- (d) The Grantee is solely responsible for all Project costs in excess of the Grant. The Grantee will incur and pay Project costs and submit requisitions for reimbursement in connection with such costs.
- (e) The Grantee has sufficient, secured funding for all Project costs in excess of the Grant, and will complete the Project as described in the Preliminary Application or Project Information Sheet and in this Agreement.
- (f) The Grantee agrees to use its best efforts to utilize the Project for substantially the same purpose set forth in this Agreement until such time as the Grantee determines that the Project is no longer reasonably necessary or useful in furthering the public purpose for which the grant was made.
- (g) There has been no material adverse change in the financial condition of the Grantee since the date of submission of the Preliminary Application or Project Information Sheet to DASNY.
- (h) No part of the Grant will be applied to any expenses paid or payable from any other external funding source, including State or Federal grants, or grants from any other public or private source.

- (i) The Grantee owns, leases, or otherwise has control over the site where the Project will be located. If the Project includes removable equipment or furnishings including but not limited to, computer hardware and software, air conditioning units, lab equipment, office furniture and telephone systems, Grantee will develop, implement and maintain an inventory system for tracking such removable equipment and furnishings.
- (j) The Project to be funded by the Grant will be located in the State of New York. If the Grant will fund all or a portion of the purchase of any type of vehicle, such vehicle will be registered in the State of New York and a copy of the New York State Vehicle Registration documents will be provided to DASNY's Accounts Payable Department at the time of requisition.
- (k) Grantee is in compliance with, and shall continue to comply in all material respects, with all applicable laws, rules, regulations and orders affecting the Grantee and the Project including but not limited to maintaining the Grantee's document vault on the New York State Grants Reform Gateway (www.grantsreform.ny.gov).
- (l) The Grantee has obtained all necessary consents and approvals from the property owner in connection with any work to be undertaken in connection with the Project.
- (m) All contractors and vendors retained to perform services in connection with the Project shall be authorized to do business in the State of New York and shall possess and maintain all professional licenses and/or certifications required to perform the tasks undertaken in connection with the Project.
- (n) Neither the Grantee nor any of the members of its Board of Directors or other governing body or its employees have given or will give anything of value to anyone to procure the Grant or to influence any official act or the judgment of any person in the performance of any of the terms of this Agreement.
- (o) The Grant shall not be used in any manner for any of the following purposes:
 - (i) political activities of any kind or nature, including, but not limited to, furthering the election or defeat of any candidate for public, political or party office, or for providing a forum for such candidate activity to promote the passage, defeat, or repeal of any proposed or enacted legislation;
 - (ii) religious worship, instruction or proselytizing as part of, or in connection with, the performance of this Agreement;
 - (iii) payments to any firm, company, association, corporation or organization in which a member of the Grantee's Board of Directors or other governing body, or any officer or employee of the Grantee, or a member of the immediate family of any member of the Grantee's Board of Directors or other governing body, officer, or employee of the Grantee has any ownership, control or financial interest, including but not limited to an officer or employee directly or indirectly responsible for the preparation or

the determination of the terms of the contract or other arrangement pursuant to which the proceeds of the Grant are to be disbursed. For purposes of this paragraph, "ownership" means ownership, directly or indirectly, of more than five percent (5%) of the assets, stock, bonds or other dividend or interest bearing securities; and "control" means serving as a member of the board of directors or other governing body, or as an officer in any of the above; and

- (iv) payment to any member of Grantee's Board of Directors or other governing body of any fee, salary or stipend for employment or services, except as may be expressly provided for in this Agreement.

- (p) The relationship of the Grantee (including, for purposes of this paragraph, its officers, employees, agents and representatives) to DASNY arising out of this Agreement shall be that of an independent contractor. The Grantee covenants and agrees that it will conduct itself in a manner consistent with such status, that it will neither hold itself out as, nor claim to be, an officer, employee, agent or representative of DASNY or the State by reason hereof, and that it will not by reason thereof, make any claim, demand or application for any right or privilege applicable to an officer, employee, agent or representative of DASNY or the State, including without limitation, worker's compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.

- (q) The information contained in the Preliminary Application or Project Information Sheet submitted by the Grantee in connection with the Project and the Grant, as such may have been amended or supplemented and any supplemental documentation requested by the State or DASNY in connection with the Grant, is incorporated herein by reference in its entirety. In the event of an inconsistency between the descriptions, conditions, and terms of this Agreement and those contained in the Preliminary Application or Project Information Sheet, the provisions of this Agreement shall govern. The Grantee hereby acknowledges that DASNY has relied on the statements and representations made by the Grantee in the Preliminary Application or Project Information Sheet and any supplemental information in making the Grant. The Grantee hereby represents and warrants that it has made no material misstatement or omission of fact in the Preliminary Application or Project Information Sheet, supplemental information, or otherwise in connection with the Grant and that the information contained in the Preliminary Application or Project Information Sheet and supplemental information continues on the date hereof to be materially correct and complete.

- (r) The Grantee hereby represents and warrants that it has made no material misstatement or omission of fact in the Grantee Questionnaire ("GQ"), attached hereto as Exhibit C, or the Grantee's document vault in the New York State's Grants Reform Gateway completed by the Grantee in connection with the Project and the Grant, and that the responses in the GQ and the document vault continue on the date hereof to be materially correct and complete. The Grantee hereby acknowledges that DASNY has relied on the statements and representations made by the Grantee in the GQ in making the Grant, and that the

Grantee will be required to reaffirm the information therein each time a requisition for grant funds is presented to DASNY.

- (s) The Grantee is duly organized, validly existing and in good standing under the laws of the State of New York, or is duly organized and validly existing under the laws of another jurisdiction and is authorized to do business and is in good standing in the State of New York and shall maintain its corporate existence in good standing in each such jurisdiction for the term of this Agreement, and has full power and authority to execute and deliver the Agreement and to perform its obligations thereunder;
- (t) The Grantee agrees to provide such documentation to DASNY as may be requested by DASNY in its sole and absolute discretion to support a requisition for payment, to determine compliance by the Grantee with the terms of this Agreement or otherwise reasonably requested by DASNY in connection with the Grant, and further acknowledges that if documentation requested in connection with a requisition for payment does not, in the sole and absolute discretion of DASNY, provide adequate support for the costs requested, that such requisition request shall be denied and payment shall not be made to the Grantee.
- (u) The Agreement was duly authorized, executed and delivered by the Grantee and is binding on and enforceable against the Grantee in accordance with its terms.

9. Default and Remedies

(a) Each of the following shall constitute a default by the Grantee under this Agreement:

- (i) Failure to perform or observe any obligation, warranty or covenant of the Grantee contained herein, or the failure by the Grantee to perform the requirements herein to the reasonable satisfaction of DASNY and within the time frames established therefor under this Agreement.
- (ii) Failure to comply with any request for information reasonably made by DASNY to determine compliance by the Grantee with the terms of this Agreement or otherwise reasonably requested by DASNY in connection with the Grant.
- (iii) The making by the Grantee of any false statement or the omission by the Grantee to state any material fact in or in connection with this Agreement or the Grant, including information provided in the Preliminary Application or Project Information Sheet or in any supplemental information that may be requested by the State or DASNY.
- (iv) The Grantee shall (A) be generally not paying its debts as they become due, (B) file, or consent by answer or otherwise to the filing against it of, a petition under the United States Bankruptcy Code or under any other bankruptcy or insolvency law of any jurisdiction, (C) make a general assignment for the benefit of its general creditors, (D) consent to the appointment of a custodian, receiver, trustee or other officer with similar powers of itself or of any substantial part of its property, (E) be

adjudicated insolvent or be liquidated or (F) take corporate action for the purpose of any of the foregoing.

- (v) An order of a court having jurisdiction shall be made directing the sale, disposition or distribution of all or substantially all of the property belonging to the Grantee, which order shall remain undismissed or unstayed for an aggregate of thirty (30) days.
 - (vi) The Grantee abandons the Project prior to its completion.
 - (vii) The Grantee is found to have falsified or modified any documents submitted in connection with this grant, including but not limited to invoice, contract or payment documents submitted in connection with a Grantee's request for payment/reimbursement.
 - (viii) Utilizing the Grant funds paid to the Grantee pursuant to Section 5(b) for any purpose other than paying the contractors and/or vendors identified in the requisition documentation in the amounts set forth in the requisition.
- (b) Upon the occurrence of a default by the Grantee and written notice by DASNY indicating the nature of the default, DASNY shall have the right to terminate this Agreement.
 - (c) Upon any such termination, DASNY may withhold any Grant proceeds not yet disbursed and may require repayment of Grant proceeds already disbursed. If DASNY determines that any Grant proceeds had previously been released based upon fraudulent representations or other willful misconduct, DASNY may require repayment of those funds and may refer the matter to the appropriate authorities for prosecution. DASNY shall be entitled to exercise any other rights and seek any other remedies provided by law.

10. Term of Agreement

Notwithstanding the provisions of Section 9 hereof, this Agreement shall terminate three (3) years after the latest date set forth on the front page hereof without any further notice to the Grantee. DASNY, in its sole discretion, may extend the term of this Agreement upon a showing by the Grantee that the Project is under construction and is expected to be completed within the succeeding twelve (12) months. All requisitions must be submitted to DASNY in proper form prior to the termination date in order to be reimbursed.

11. Project Audit

DASNY shall, upon reasonable notice, have the right to conduct, or cause to be conducted, one or more audits, including field inspections, of the Grantee to assure that the Grantee is in compliance with this Agreement. This right to audit shall continue for six (6) years following the completion of the Project or earlier termination of this Agreement.

12. Survival of Provisions

The provisions of Sections 3, 7, 8(n), 8(o) and 11 shall survive the expiration or earlier termination of this Agreement.

13. Notices

Each notice, demand, request or other communication required or otherwise permitted hereunder shall be in writing and shall be effective upon receipt if personally delivered or sent by any overnight service or three (3) days after dispatch by certified mail, return receipt requested, to the addresses set forth on this document's cover page.

14. Assignment

The Grantee may not assign or transfer this Agreement or any of its rights hereunder.

15. Modification

This Agreement may be modified only by a written instrument executed by the party against whom enforcement of such modification is sought.

16. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. This Agreement shall be construed without the aid of any presumption or other rule of law regarding construction against the party drafting this Agreement or any part of it. In case any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such provision(s) had never been contained herein.

17. Confidentiality of Information

Any information contained in reports made to DASNY or obtained by DASNY as a result of any audit or examination of Grantee's documents or relating to trade secrets, operations and commercial or financial information, including but not limited to the nature, amount or source of income, profits, losses, financial condition, marketing plans, manufacturing processes, production costs, productivity rates, or customer lists, provided that such information is clearly marked "confidential" by the Grantee that concerns or relates to trade secrets, operations and commercial or financial information, including but not limited to the nature, amount or source of income, profits, losses or expenditures, financial condition, marketing plans, manufacturing processes, production costs, productivity rates, or customer lists, which is determined by DASNY to be exempt from public disclosure under the Freedom of Information Law, shall be considered business confidential and is not to be released to anyone, except DASNY and staff directly involved in assisting the Grantee, without prior written authorization from the Grantee, as applicable. Notwithstanding the foregoing, DASNY will not be liable for any information disclosed, in DASNY's sole discretion, pursuant to the Freedom of Information Law, or which DASNY is required to disclose pursuant to legal process.

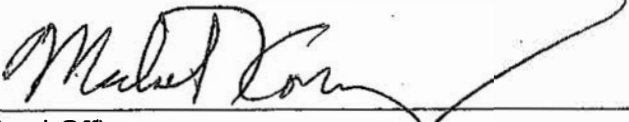
18. Executory Clause

This Agreement shall be deemed executory to the extent of monies available for the SAM Program to DASNY.

Town of Hempstead
Streetscape Improvements to Hempstead Turnpike and Uniondale Avenue
Project ID 6776

This agreement is entered into as of the latest date written below:

DORMITORY AUTHORITY OF THE STATE OF NEW YORK

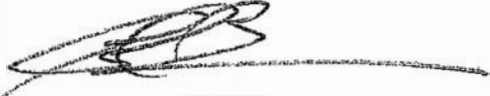


Authorized Officer
Michael T. Corrigan, V.P.

(Printed Name)

Date: 6/6/18

GRANTEE: TOWN OF HEMPSTEAD



(Signature)
George L. Bakich, Commissioner

(Printed name and title)

Date: 5-4-2018

APPROVED
By Kevin R. Conroy Date 6/19/18

KEVIN R. CONROY, CPA
TOWN COMPTROLLER

APPROVED AS TO CONTENT
DATE 6/22/18
Katrina R. Bwols

COUNSEL TO COMMISSIONER
DEPT. OF PLANNING & ECONOMIC DEVELOPMENT

APPROVED
Shirley L. D. 6/18/18

DIRECTOR OF PURCHASING
DEPUTY TOWN COMPTROLLER

Approved as to form
J.A.

Deputy Town Attorney
Dated 6/18/18

GRANT DISBURSEMENT AGREEMENT

EXHIBITS

EXHIBIT A	Project Budget
EXHIBIT B	Opinion of Counsel
EXHIBIT C	Grantee Questionnaire
EXHIBIT D	Disbursement Terms
EXHIBIT E	Payment Requisition Form and Dual Certification
EXHIBIT E-1	Payment Requisition Cover Letter
EXHIBIT E-2	Payment Requisition Back-up Summary
EXHIBIT F	Non-Discrimination and Affirmative Action Policy

EXHIBIT A: Project Budget

Town of Hempstead
 Streetscape Improvements to Hempstead Turnpike and Uniondale Avenue.
 Project ID 6776

USE OF FUNDS	TIMELINE		SOURCES				TOTAL
	Anticipated Dates		DASNY Share Amount	In-Kind/Equity/Sponsor Source Name	Other Sources		
	Start	End			Entity Name	Amount	
Streetscape Improvements to Hempstead Turnpike and Uniondale Avenue	July 2018	JUNE 2019	\$515,000				\$515,000
	Total Project Cost		\$515,000				\$515,000

* Please note that the tasks set forth in this column must be those for which reimbursement or payment on invoice will be sought. Please ensure that the task list is complete and includes all the tasks for which you will be submitting requisitions. The failure to do so may delay payment.

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

SYLVIA A. CABANA
Town Clerk

DONALD X. CLAVIN, JR.
Receiver of Taxes

GEORGE L. BAKICH
Commissioner

TOWN OF HEMPSTEAD
DEPARTMENT
OF

PLANNING & ECONOMIC DEVELOPMENT
200 NORTH FRANKLIN STREET, HEMPSTEAD, N.Y. 11550-1329
(516) 538-7100



LAURA A. GILLEN
SUPERVISOR

May 11, 2018

Dormitory Authority of the State of New York
Attention: Accounts Payable
515 Broadway
Albany, NY 12207

Attn: Michael E. Cusack, General Counsel

*RE: State and Municipal Facilities Program ("SAM") Grant
Streetscape Improvements to Hempstead Turnpike and Uniondale Avenue
Project ID 6776*

Ladies and Gentlemen:

I have acted as counsel to the Town of Hempstead (the "Grantee") in connection with the Project referenced above. In so acting, I have reviewed a certain Grant Distribution Agreement between you and the Grantee, executed by the Grantee on May 4, 2018, (the "Agreement") and such other documents as I consider necessary to render the opinion expressed hereby.

Based on the foregoing, I am of the opinion that:

1. The Grantee is duly organized, validly existing and in good standing under the laws of the State of New York and has full power and authority to execute and deliver the Agreement and to perform its obligations thereunder; and
2. The Agreement was duly authorized, executed and delivered by the Grantee and is binding on and enforceable against the Grantee in accordance with its terms.

Very truly yours,

Katrina R. Brooks
Counsel to Commissioner

KRB/jbf

EXHIBIT C: Grantee Questionnaire



Grant Programs
Grantee Questionnaire

THIS QUESTIONNAIRE MUST BE COMPLETED IN FULL BEFORE DASNY WILL
PROCESS YOUR GRANT APPLICATION

If you have previously submitted a Grantee Questionnaire in the past six (6) months and there are no changes since your last submission, please attach a signed and notarized Affidavit of No Change Form along with your most recent copy of the previously submitted Grantee Questionnaire. The Form is attached to the back of this document.

SECTION I: GENERAL INFORMATION

1. GRANTEE (LEGALLY INC. NAME): Town of Hempstead
 2. FEDERAL EMPLOYER ID NO. (FEIN): [REDACTED]
 3. D/B/A - DOING BUSINESS AS (IF APPLICABLE): _____
COUNTY FILED: Nassau
 4. WEBSITE ADDRESS (IF APPLICABLE): _____
 5. BUSINESS E-MAIL ADDRESS: _____
 6. PRINCIPAL PLACE OF BUSINESS ADDRESS: 200 N. Franklin St. Hempstead, NY 11550
 7. TELEPHONE NUMBER: (516) 538-7100 7. FAX NUMBER: (516) 393-0080
 8. DOES THE GRANTEE USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, OR D/B/A OTHER THAN WHAT IS LISTED IN QUESTIONS 1-4 ABOVE?
 YES NO
- If yes, provide the name(s), FEIN(s) and d/b/a(s) and the address for each such entity on a separate piece of paper and attach to this questionnaire.
9. AUTHORIZED CONTACT:
NAME: Joseph Marshiano
TITLE: Director
TELEPHONE NUMBER: (516) 538-7100x7415 FAX NUMBER: (516) 393-0080
E-MAIL: josemars@tohmail.org
 10. HOW MANY YEARS HAS THIS GRANTEE BEEN IN BUSINESS? 373 years

Grantee FEIN: [REDACTED]

11. TYPE OF BUSINESS (PLEASE CHECK APPROPRIATE BOX):

- a) BUSINESS CORPORATION
- b) PUBLIC RESEARCH INSTITUTION
- c) ACADEMIC RESEARCH INSTITUTION
- d) NOT-FOR-PROFIT RESEARCH INSTITUTION
- e) NOT-FOR-PROFIT CORPORATION CREATED ON BEHALF OF
A PUBLIC, NOT-FOR-PROFIT PRIVATE OR ACADEMIC RESEARCH INSTITUTION
- f) NOT-FOR-PROFIT CORPORATION CHARITIES REGISTRATION NUMBER: _____
- g) LOCAL DEVELOPMENT CORPORATION OR INDUSTRIAL DEVELOPMENT AGENCY
- h) MUNICIPALITY
- i) UNIVERSITY/EDUCATIONAL ORGANIZATION
- j) OTHER - SPECIFY

12. PLEASE INDICATE WHETHER YOU BELIEVE THAT ANY OF THE INFORMATION SUPPLIED HEREIN IS CONFIDENTIAL AND SHOULD BE EXEMPT FROM DISCLOSURE UNDER THE FREEDOM OF INFORMATION LAW:
 YES NO

IF YOU CHECKED "YES" YOU MUST IDENTIFY THE INFORMATION YOU FEEL IS CONFIDENTIAL BY PLACING AN ASTERISK IN FRONT OF THE APPROPRIATE QUESTION NUMBER(S) AND YOU ARE REQUESTED TO ATTACH AN ADDITIONAL SHEET(S) UPON WHICH THE BASIS FOR SUCH CLAIM(S) IS EXPLAINED.

YOU MAY ALSO REQUEST THAT THE CONFIDENTIAL DOCUMENTATION BE REVIEWED AND RETURNED TO YOU AND NOT RETAINED BY THE AUTHORITY. PLEASE BE ADVISED, HOWEVER, THAT THE AUTHORITY MUST COMPLY IN ALL RESPECTS WITH THE FREEDOM OF INFORMATION LAW.

SECTION II: GRANTEE CERTIFICATION AS TO PUBLIC PURPOSE

A. DEFINITIONS

AS USED HEREIN IN THIS *GRANT PROGRAMS GRANTEE QUESTIONNAIRE*:

1. "AFFILIATE" MEANS ANY PERSON OR ENTITY THAT DIRECTLY OR INDIRECTLY CONTROLS OR IS CONTROLLED BY OR IS UNDER COMMON CONTROL OR OWNERSHIP WITH THE GRANTEE.
2. "GRANTEE" MEANS THE PARTY OR PARTIES RECEIVING FUNDS PURSUANT TO THE TERMS OF A GRANT DISBURSEMENT AGREEMENT ("GDA") TO BE ENTERED INTO BETWEEN THE GRANTEE AND DASNY OR THEIR EMPLOYEES AND AFFILIATES.
3. "GRANT-FUNDED PROJECT" MEANS THE WORK THAT WILL BE FULLY OR PARTIALLY PAID FOR WITH THE PROCEEDS OF THE GRANT, AS DESCRIBED IN THE PRELIMINARY APPLICATION, PROJECT INFORMATION SHEET AND THE GDA, AND INCLUDES, BUT IS NOT LIMITED TO, ARCHITECTURAL, ENGINEERING AND OTHER PRELIMINARY PLANNING COSTS, CONSTRUCTION, FURNISHINGS AND EQUIPMENT.
4. "RELATED PARTY" MEANS: (I) THE PARTY'S SPOUSE, (II) NATURAL OR ADOPTED DESCENDANTS OR STEP-CHILDREN OF THE PARTY OR OF THE SPOUSE, (III) ANY NATURAL OR ADOPTED PARENT OR STEP-PARENT OR ANY NATURAL, ADOPTED, OR STEP-SIBLING OF THE PARTY OR OF THE SPOUSE, (IV) THE SON-IN-LAW, DAUGHTER-IN-LAW, BROTHER-IN-LAW, SISTER-IN-LAW, FATHER-IN-LAW OR MOTHER-IN-LAW OF THE PARTY OR OF THE SPOUSE, (V) ANY PERSON SHARING THE HOME OF ANY OF THE PARTY OR OF THE SPOUSE, (VI) ANY PERSON WHO HAS BEEN A STAFF MEMBER, EMPLOYEE, DIRECTOR, OFFICER OR AGENT OF THE PARTY WITHIN TWO (2) YEARS OF THE DATE OF THIS GRANTEE QUESTIONNAIRE, AND (VII) AFFILIATES OR SUBCONTRACTORS OF THE PARTY.
5. "SPONSORING MEMBER(S)" MEANS THE ASSEMBLY MEMBER OR STATE SENATOR WHO SPONSORED, ARRANGED FOR AND/OR PROCURED THE GRANT. IN ADDITION, "SPONSORING MEMBER(S)" SHALL INCLUDE THE GOVERNOR WHEN APPROPRIATE AS LISTED HEREBIN.

B. GRANT AWARD

1. HAS THE GRANTEE OR ANY OF THE GRANTEE'S RELATED PARTIES PAID ANY THIRD PARTY OR AGENT, EITHER DIRECTLY OR INDIRECTLY, TO AID IN THE SECURING OF THIS GRANT? YES NO
IF ANSWER IS "YES", PLEASE EXPLAIN:

2. HAS THE GRANTEE OR ANY OF THE GRANTEE'S RELATED PARTIES AGREED TO SELECT SPECIFIC CONSULTANTS, CONTRACTORS, SUPPLIERS OR VENDORS TO PROVIDE GOODS OR SERVICES IN CONNECTION WITH THE GRANT-FUNDED PROJECT AS A CONDITION OF RECEIVING THE GRANT? YES NO
IF ANSWER IS "YES", PLEASE EXPLAIN:

3. WILL ALL CONSULTANTS, CONTRACTORS, SUPPLIERS AND VENDORS SELECTED TO PROVIDE GOODS OR SERVICES IN CONNECTION WITH THE GRANT FUNDED PROJECT BE CHOSEN IN ACCORDANCE WITH THE GRANTEE'S CONFLICT OF INTERESTS POLICY, OR IF CONSULTANTS, SUPPLIERS AND VENDORS RETAINED IN CONNECTION WITH THE GRANT FUNDED PROJECT HAVE ALREADY BEEN SELECTED, WAS THE SELECTION UNDERTAKEN IN ACCORDANCE WITH THE GRANTEE'S CONFLICT OF INTEREST POLICY? YES NO

IF GRANTEE'S GOVERNING BOARD HAS NOT ADOPTED A CONFLICT OF INTERESTS POLICY, PLEASE STATE NONE. _____

IF ANSWER IS "NO", PLEASE EXPLAIN:

4. DOES THE SPONSORING MEMBER(S) OR ANY RELATED PARTIES TO SPONSORING MEMBER(S) HAVE ANY FINANCIAL INTEREST, DIRECT OR INDIRECT, IN THE GRANTEE OR IN ANY OF THE GRANTEE'S EQUITY OWNERS, OR WILL THE SPONSORING MEMBERS OR ANY RELATED PARTIES TO SPONSORING MEMBERS RECEIVE ANY FINANCIAL BENEFIT, EITHER DIRECTLY OR INDIRECTLY, FROM THE PROJECT FUNDED IN WHOLE OR IN PART WITH GRANT PROCEEDS? YES NO

IF THE ANSWER IS "YES", PLEASE PROVIDE DETAILS IN SEPARATE APPENDIX ATTACHED TO THIS CERTIFICATION.

SECTION III: DUE DILIGENCE QUESTIONS

1. DOES THE GRANTEE POSSESS ALL CERTIFICATIONS, LICENSES, PERMITS, APPROVALS, OR OTHER AUTHORIZATIONS ISSUED BY ANY LOCAL, STATE, OR FEDERAL GOVERNMENTAL ENTITY IN CONNECTION WITH THE PROJECT, GRANTEE'S SERVICES, OPERATIONS, BUSINESS, OR ABILITY TO CONDUCT ITS ACTIVITIES? PLEASE NOTE THIS DOES NOT INCLUDE CONSTRUCTION RELATED ACTIVITIES SUCH AS BUILDING PERMITS AND CERTIFICATES OF OCCUPANCY.

YES NO

IF THE ANSWER IS "NO", PLEASE SET FORTH ON A SEPARATE DOCUMENT ATTACHED HERETO THE CERTIFICATIONS, LICENSES, PERMITS, APPROVALS, OR OTHER AUTHORIZATIONS THAT ARE REQUIRED AND THE DATE(S) THAT SUCH CERTIFICATIONS, LICENSES, PERMITS, APPROVALS, OR OTHER AUTHORIZATION IS EXPECTED.

2. ON A SEPARATE DOCUMENT ATTACHED HERETO, LIST ALL CONTRACTS THE GRANTEE HAS ENTERED INTO WITH ANY NEW YORK STATE AGENCY, PUBLIC AUTHORITY, OR OTHER QUASI-STATE ENTITY, IN THE PAST FIVE (5) YEARS. PLEASE LIST THE NAME, ADDRESS AND CONTACT PERSON FOR THE CONTRACTING ENTITY, AS WELL AS THE CONTRACT EFFECTIVE DATES. ALSO PROVIDE STATE CONTRACT IDENTIFICATION NUMBER, IF KNOWN. N/A

3. ON A SEPARATE DOCUMENT ATTACHED HERETO, LIST ALL GRANTS RECEIVED FROM FEDERAL, STATE, AND LOCAL ENTITIES TO FUND ALL OR A PORTION OF ANY COMPONENT OF THE PROJECT WITHIN THE PAST 5 YEARS. N/A

4. WITHIN THE PAST FIVE (5) YEARS, HAS THE GRANTEE, ANY PRINCIPAL, OWNER, DIRECTOR, OFFICER, MAJOR STOCKHOLDER (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), RELATED COMPANY OR AFFILIATE BEEN THE SUBJECT OF ANY OF THE FOLLOWING:

- (a) A JUDGMENT OR CONVICTION FOR ANY BUSINESS RELATED CONDUCT CONSTITUTING A CRIME UNDER FEDERAL, STATE OR LOCAL GOVERNMENT LAW? YES NO
- (b) BEEN SUSPENDED, DEBARRED OR TERMINATED BY A LOCAL, STATE OR FEDERAL AUTHORITY IN CONNECTION WITH A CONTRACT OR CONTRACTING PROCESS? YES NO
- (c) BEEN DENIED AN AWARD OF A LOCAL, STATE OR FEDERAL GOVERNMENT CONTRACT, HAD A CONTRACT SUSPENDED OR HAD A CONTRACT TERMINATED FOR NON-RESPONSIBILITY? YES NO
- (d) HAD A LOCAL, STATE, OR FEDERAL GOVERNMENT CONTRACT SUSPENDED OR TERMINATED FOR CAUSE PRIOR TO THE COMPLETION OF THE TERM OF THE CONTRACT? YES NO
- (e) A CRIMINAL INVESTIGATION OR INDICTMENT FOR ANY BUSINESS RELATED CONDUCT CONSTITUTING A CRIME UNDER FEDERAL, STATE OR LOCAL GOVERNMENT? YES NO
- (f) AN INVESTIGATION FOR A CIVIL VIOLATION FOR ANY BUSINESS RELATED CONDUCT BY ANY FEDERAL, STATE OR LOCAL AGENCY? YES NO

- (g) AN UNSATISFIED JUDGMENT, INJUNCTION OR LIEN FOR ANY BUSINESS RELATED CONDUCT OBTAINED BY ANY FEDERAL STATE OR LOCAL GOVERNMENT AGENCY INCLUDING, BUT NOT LIMITED TO, JUDGMENTS BASED ON TAXES OWED AND FINES AND PENALTIES ASSESSED BY ANY FEDERAL, STATE OR LOCAL GOVERNMENT AGENCY? YES NO
- (h) A GRANT OF IMMUNITY FOR ANY BUSINESS-RELATED CONDUCT CONSTITUTING A CRIME UNDER FEDERAL, STATE OR LOCAL LAW INCLUDING, BUT NOT LIMITED TO ANY CRIME RELATED TO TRUTHFULNESS AND/OR BUSINESS CONDUCT? YES NO
- (i) AN ADMINISTRATIVE PROCEEDING OR CIVIL ACTION SEEKING SPECIFIC PERFORMANCE OR RESTITUTION IN CONNECTION WITH ANY FEDERAL, STATE OR LOCAL CONTRACT OR LEASE? YES NO
- (j) THE WITHDRAWAL, TERMINATION OR SUSPENSION OF ANY GRANT OR OTHER FINANCIAL SUPPORT BY ANY FEDERAL, STATE, OR LOCAL AGENCY, ORGANIZATION OR FOUNDATION? YES NO
- (k) A SUSPENSION OR REVOCATION OF ANY BUSINESS OR PROFESSIONAL LICENSE HELD BY THE GRANTEE, A CURRENT OR FORMER PRINCIPAL, DIRECTOR, OR OFFICER OF THE GRANTEE, OR ANY MEMBER OF THE ANY CURRENT OR FORMER STAFF OF THE GRANTEE? YES NO
- (l) A SANCTION IMPOSED AS A RESULT OF JUDICIAL OR ADMINISTRATIVE PROCEEDINGS RELATIVE TO ANY BUSINESS OR PROFESSIONAL LICENSE? YES NO
- (m) A CONSENT ORDER WITH THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION, OR A FEDERAL, STATE OR LOCAL GOVERNMENT ENFORCEMENT DETERMINATION INVOLVING A VIOLATION OF FEDERAL, STATE OR LOCAL LAWS? YES NO
- (n) A CITATION, NOTICE, VIOLATION ORDER, PENDING ADMINISTRATIVE HEARING OR PROCEEDING OR DETERMINATION FOR VIOLATIONS OF:
- FEDERAL, STATE OR LOCAL HEALTH LAWS, RULES OR REGULATIONS YES NO
 - UNEMPLOYMENT INSURANCE OR WORKERS' COMPENSATION YES NO
 - COVERAGE OR CLAIM REQUIREMENTS YES NO
 - ERISA (EMPLOYEE RETIREMENT INCOME SECURITY ACT) YES NO
 - FEDERAL, STATE OR LOCAL HUMAN RIGHTS LAWS YES NO
 - FEDERAL INS (IMMIGRATION AND NATURALIZATION SERVICE) AND ALIENAGE LAWS, SHERMAN ACT OR OTHER FEDERAL ANTI-TRUST LAWS YES NO
 - A FEDERAL, STATE, OR LOCAL DETERMINATION OF A WILLFUL VIOLATION OF ANY PUBLIC WORKS OR LABOR LAW OR REGULATION? YES NO
 - AN OCCUPATIONAL SAFETY AND HEALTH ACT CITATION AND NOTIFICATION OF PENALTY CONTAINING A VIOLATION CLASSIFIED AS SERIOUS OR WILLFUL? YES NO

FOR EACH YES ANSWER TO QUESTIONS 4 A-N, PROVIDE DETAILS ON ADDITIONAL SHEETS REGARDING THE FINDING, INCLUDING BUT NOT LIMITED TO CAUSE, CURRENT STATUS, RESOLUTION, ETC.

5. DURING THE PAST THREE (3) YEARS, HAS THE GRANTEE FAILED TO:

- (a-1) FILE ANY RETURNS, INCLUDING, IF APPLICABLE, FEDERAL FORM 990, WITH ANY FEDERAL, STATE OR LOCAL GOVERNMENT ENTITY? YES NO

IF YES, IDENTIFY THE RETURN THAT WAS NOT FILED, THE TYPE OF FORM, THE YEAR(S) IN WHICH THE REQUIRED RETURN WAS NOT FILED, AND THE REASON WHY THE RETURN WAS NOT FILED: _____

- (a-2) PAY ANY APPLICABLE FEDERAL, STATE, OR LOCAL GOVERNMENT TAXES? YES NO

IF YES, IDENTIFY THE TAXING JURISDICTION, TYPE OF TAX, LIABILITY YEAR(S) AND TAX LIABILITY AMOUNT THE GRANTEE FAILED TO PAY AND THE CURRENT STATUS OF THE LIABILITY: _____

- (b) FILE RETURNS OR PAY NEW YORK STATE UNEMPLOYMENT INSURANCE? YES NO

IF YES, INDICATE THE YEARS THE GRANTEE FAILED TO FILE/PAY THE INSURANCE AND THE CURRENT STATUS OF THE LIABILITY: _____

- (c) FILE DOCUMENTATION REQUESTED BY ANY REGULATING ENTITY SET FORTH IN SECTION III, QUESTION 1 ABOVE, WITH THE ATTORNEY GENERAL OF THE STATE OF NEW YORK, OR WITH ANY OTHER LOCAL, STATE, OR FEDERAL ENTITY THAT HAS MADE A FORMAL REQUEST FOR INFORMATION? YES NO

IF YES, INDICATE THE YEARS THE GRANTEE FAILED TO FILE THE REQUESTED INFORMATION AND THE CURRENT STATUS OF THE MATTER: _____

6. HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE GRANTEE, RELATED ORGANIZATIONS, ENTITIES OR ITS AFFILIATES WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE GRANTEE, RELATED ORGANIZATIONS, ENTITIES OR ITS AFFILIATES, REGARDLESS OF THE DATE OF FILING? YES NO

IF YES, INDICATE IF THIS IS APPLICABLE TO THE SUBMITTING GRANTEE OR ONE OF ITS AFFILIATES:

IF IT IS AN AFFILIATE, RELATED ORGANIZATION OR ENTITY, INCLUDE THE AFFILIATE'S NAME AND FEIN: _____

PROVIDE THE COURT NAME, ADDRESS AND DOCKET NUMBER: _____

INDICATE IF THE PROCEEDINGS HAVE BEEN INITIATED, REMAIN PENDING OR HAVE BEEN CLOSED: _____

IF CLOSED, PROVIDE THE DATE CLOSED: _____

7. DOES GRANTEE HAVE THE FINANCIAL RESOURCES (IN EXCESS OF THE GRANT) TO FULFILL THE REQUIREMENTS OF THE PROJECT DESCRIBED IN THE PRELIMINARY APPLICATION OR PROJECT INFORMATION SHEET? YES NO N/A, PROJECT IS FULLY FUNDED BY GRANT.

IF YES, PLEASE SET FORTH ON A SEPARATE DOCUMENT ATTACHED HERETO THE SOURCE(S) OF THE ADDITIONAL FUNDS NECESSARY TO COMPLETE THE PROJECT, THE TIMING OF THE AVAILABILITY OF THE FUNDING, AND A CONTACT PERSON FOR EACH SOURCE. PLEASE BE ADVISED THAT DASNY MAY CONTACT ONE OR MORE OF THE LISTED SOURCES TO VERIFY FUNDING AVAILABILITY.

IF NO, INDICATE HOW THE GRANTEE WILL FULFILL THE REQUIREMENTS OF THE PROJECT DESCRIBED IN THE PRELIMINARY APPLICATION OR PROJECT INFORMATION SHEET AND THE TERMS OF THE GRANT DISBURSEMENT AGREEMENT.

CERTIFICATION

THE GRANTEE CERTIFIES THAT ALL FUNDS THAT WILL BE EXPENDED PURSUANT TO THE TERMS OF THE GDA TO BE ENTERED INTO BETWEEN DASNY AND THE GRANTEE ARE TO BE USED SOLELY AND DIRECTLY FOR THE PUBLIC PURPOSE OR PUBLIC PURPOSES DESCRIBED IN THE PRELIMINARY APPLICATION, PROJECT INFORMATION SHEET AND GDA. THE GRANTEE FURTHER CERTIFIES THAT ALL SUCH FUNDS WILL BE USED SOLELY IN THE MANNER DESCRIBED IN THE PRELIMINARY APPLICATION, PROJECT INFORMATION SHEET, AND GDA. THE GRANTEE FURTHER CERTIFIES THAT IT WILL UTILIZE THE REAL PROPERTY, EQUIPMENT, FURNISHINGS, AND OTHER CAPITAL COSTS PAID FOR WITH GRANT PROCEEDS UNTIL SUCH TIME AS THE GRANTEE REASONABLY DETERMINES THAT SUCH REAL PROPERTY, EQUIPMENT, FURNISHINGS AND OTHER CAPITAL COSTS ARE NO LONGER REASONABLY NECESSARY OR USEFUL TO FURTHER THE PUBLIC PURPOSE FOR WHICH THE GRANT WAS MADE.

THE UNDERSIGNED RECOGNIZES THAT THIS QUESTIONNAIRE IS SUBMITTED FOR THE EXPRESS PURPOSE OF INDUCING DASNY TO MAKE PAYMENT TO THE GRANTEE FOR SERVICES RENDERED BY THE UNDERSIGNED AND THAT DASNY MAY IN ITS DISCRETION, BY MEANS WHICH IT MAY CHOOSE, DETERMINE THE TRUTH AND ACCURACY OF ALL STATEMENTS MADE HEREIN. THE UNDERSIGNED FURTHER ACKNOWLEDGES THAT INTENTIONAL SUBMISSION OF FALSE OR MISLEADING INFORMATION MAY CONSTITUTE A FELONY UNDER PENAL LAW SECTION 210.40 OR A MISDEMEANOR UNDER PENAL LAW SECTION 210.35 OR SECTION 210.45, AND MAY ALSO BE PUNISHABLE BY A FINE OF UP TO \$10,000 OR IMPRISONMENT OF UP TO FIVE YEARS UNDER 18 U.S.C. SECTION 1001; AND STATES THAT THE INFORMATION SUBMITTED IN THIS QUESTIONNAIRE AND ANY ATTACHED PAGES IS TRUE, ACCURATE AND COMPLETE.

THE UNDERSIGNED ALSO CERTIFIES THAT S/HE HAS NOT ALTERED THE CONTENT OF THE QUESTIONS IN THE QUESTIONNAIRE IN ANY MANNER; HAS READ AND UNDERSTANDS ALL OF THE ITEMS CONTAINED IN THE QUESTIONNAIRE AND ANY ATTACHED PAGES; HAS SUPPLIED FULL AND COMPLETE RESPONSES TO EACH ITEM THEREIN TO THE BEST OF HIS/HER KNOWLEDGE, INFORMATION AND BELIEF; IS KNOWLEDGEABLE ABOUT THE SUBMITTING GRANTEE'S BUSINESS AND OPERATIONS; UNDERSTANDS THAT DASNY WILL RELY ON THE INFORMATION SUPPLIED IN THIS QUESTIONNAIRE WHEN ENTERING INTO A CONTRACT WITH THE GRANTEE; AND IS UNDER DUTY TO NOTIFY DASNY OF ANY MATERIAL CHANGES TO THE GRANTEE'S RESPONSES HEREIN UNTIL SUCH TIME AS THE GRANT PROCEEDS HAVE BEEN FULLY PAID OUT TO GRANTEE.

[Handwritten Signature]
Signature of Authorized Officer

[Handwritten Signature]
Signature of Chair of the Board of Grantee
(or other Authorized Officer)

Joseph Marshiano
Printed Name of Authorized Officer

George L. Bakich
Print Name of Chair of the Board of Grantee
(or other Authorized Officer)

Director
Title of Authorized Officer

Sworn to before me this 14th day
of May, 2018.

Sworn to before me this 14th day
of May, 2018.

[Handwritten Signature]
Notary Public

[Handwritten Signature]
Notary Public

TRACI BETH MILLER
Notary Public, State of New York
12/4/2012 No. 01M16186425
Qualified in Nassau County
Commission Expires April 28, ~~2012~~ 2020

TRACI BETH MILLER
Notary Public, State of New York
No. 01M16186425
Qualified in Nassau County
Commission Expires April 28, ~~2012~~ 2020

Print Form

EXHIBIT D: Disbursement Terms

Town of Hempstead
Streetscape Improvements to Hempstead Turnpike and Uniondale Avenue
Project ID 6776

Subject to the terms and conditions contained in this Agreement, DASNY shall disburse the Grant to the Grantee as follows:

Standard Reimbursement

DASNY shall make payment to the Grantee, no more frequently than monthly, based upon Eligible Expenses (as set forth and in accordance with the budget in Exhibit A) actually incurred by the Grantee, in compliance with Exhibit A and upon presentation to DASNY of the Payment Requisition Forms attached to this Agreement as Exhibit E and its attachments, together with such supporting documentation as DASNY may require in order to clearly demonstrate that Eligible Expenses were actually incurred by the Grantee in connection with the Project described herein. Payment shall be made by reimbursement, subject to the terms and conditions of Sections 4 and 5(a) of this Agreement or by payment on invoice subject to the terms and conditions of Sections 4 and 5(b) of this Agreement.

Supporting documentation acceptable to DASNY must be provided prior to payment, including invoices and proof of payment in a form acceptable to DASNY. If the fronts and backs of canceled checks cannot be obtained from the Grantee's financial institution, a copy of the front of the check must be provided, along with a copy of a bank statement clearly showing that payment was made by the Grantee to the contractor. DASNY reserves the right to request additional supporting documentation in connection with requests for payment, including the backs of canceled checks, certifications from contractors or vendors, or other documentation to verify that grant funds are properly expended. *Please note that quotes, proposals, estimates, purchase orders, and other such documentation do NOT qualify as invoices.*

The Grantee agrees to provide such documentation to DASNY as may be requested by DASNY in its sole and absolute discretion to support a requisition for payment, to determine compliance by the Grantee with the terms of this Agreement or otherwise reasonably requested by DASNY in connection with the Grant, and further acknowledges that if documentation requested in connection with a requisition for payment does not, in the sole and absolute discretion of DASNY, provide adequate support for the costs requested, that such requisition request shall be denied and payment shall not be made to the Grantee.

All expenses submitted for reimbursement or payment on invoice must be for work completed at the approved project location(s) and/or items received at the approved project location(s) prior to the date of the request for reimbursement/payment. In addition, if funds are requisitioned for the purchase of a vehicle, the New York State Vehicle Registration Documents and title must be submitted along with the requisition forms.

EXHIBIT E: Payment Requisition Form and Dual Certification

Town of Hempstead
 Streetscape Improvements to Hempstead Turnpike and Uniondale Avenue
 Project ID 6776

For Office Use Only:		
FMS#: 155147	GranteeID: 976	GrantID: 7897

Payment Request # _____

For work completed between ____ / ____ / ____ and ____ / ____ / ____

THIS REQUEST:

A: TASK #*	B: DASNY SHARE*	C: THIS REQUEST	D: TOTAL REQUESTED PRIOR TO THIS REQUEST	E: B-C-D BALANCE
TOTAL:				

* Please note that the task numbers and DASNY Share amounts set forth in columns A and B respectively must correspond to the tasks and DASNY Share amounts set forth in Exhibit A. When submitting a requisition for payment, please remember that DASNY can reimburse you for capital expenditures made by and invoiced to the Grantee set forth on the cover page of this Agreement only. Capital expenditures include the costs of acquisition, design, construction, reconstruction, rehabilitation, preservation, development, improvement, modernization and equipping of a State and Municipal Facilities Program facility.

DASNY may not reimburse Grantees or make payments on invoice for costs including, but not limited to, the following: working capital, rent, utilities, salaries, supplies and other administrative expenses.

EXHIBIT E: Payment Requisition Form and Dual Certification

DUAL CERTIFICATION

This certification must be signed by two Authorized Officers of the Town of Hempstead, for Project # 6776.

We hereby warrant and represent to DASNY that:

1. To the best of our knowledge, information and belief, the expenditures described in Payment Requisition Request # _____ attached hereto in the amount of \$ _____ for which Town of Hempstead, is seeking payment and/or reimbursement comply with the requirements of the Agreement between DASNY and Town of Hempstead (the "Agreement"), are Eligible Expenses, and that the payment and/or reimbursement of expenditures for which it is seeking payment and/or reimbursement from DASNY does not duplicate reimbursement or disbursement of costs and/or expenses from any other source.
2. The warranties and covenants contained in Section 8 of the Agreement are true and correct as if made on the date hereof.
3. The Eligible Expenses for which reimbursement is sought in connection with this requisition were actually incurred by the Grantee named on the cover page of this Agreement, and/or will be paid by the Grantee solely from the Segregated Account established pursuant to paragraph 4(d) of the Grant Disbursement Agreement to the contractor named on the invoices submitted in connection with this requisition and shall not be used for any other purpose.
4. All Project costs described in any contractor/vendor invoice submitted pursuant the payment requisition form have been completely and fully performed prior to the date hereof.
5. Proof of disposition of funds from the Segregated Account to the contractor and/or vendors that are being paid on invoice, if any, will be provided to DASNY within sixty (60) days of the date that Grant funds are disbursed to the Grantee to pay for such costs. We understand that in the event that acceptable proof of payment is not provided, DASNY will not make any additional disbursements from Grant funds until such time as such proof of payment is provided.
6. We have the authority to submit this requisition on behalf of Town of Hempstead. The tasks have been completed in the manner outlined in the Agreement.
7. The following documents are hereby attached for DASNY approval, in support of this requisition, and are accurate images of the original documents **(Please check off all that apply):**
 - Readable copies of both front and back of canceled checks.
 - Readable copies of the front of the checks and copies of bank statements showing that the checks have cleared.
 - Copy of New York State Vehicle Registration and Title documents for all vehicles purchased with Grant funds.
 - Invoices/receipts for eligible goods/services that have been received/performed at the approved project location(s) and a completed Exhibit E-2: Payment Requisition Back-up Summary.
 - Other:

Authorized Officer Signature: _____

Date: _____

Print Name: _____

Title: _____

Authorized Officer Signature: _____

Date: _____

Print Name: _____

Title: _____

EXHIBIT E-1: Payment Requisition Cover Letter

ON GRANTEE'S LETTERHEAD

Date

Attention: Accounts Payable - Grants
DASNY
515 Broadway
Albany, New York 12207

Re: *State and Municipal Facilities Program ("SAM") Grant*
Streetscape Improvements to Hempstead Turnpike and Uniondale Avenue
Project No. 6776

To Whom it May Concern:

Enclosed please find our request for payment/reimbursement. The package includes completed Exhibits E and E-2, including a Dual Certification with original signatures from two authorized officers. I have also included supporting documentation and invoices, as summarized in Exhibit E-2.

Below I have checked off the relevant payment option and completed the required payment information. This information is complete and accurate as of the date of this letter:

1) <input type="checkbox"/>	We would like to be paid by reimbursement pursuant to section 5(a) of the grant disbursement agreement. Proof of payment is enclosed for all invoices submitted in this request. Please remit payment by check.
OR	
2) <input type="checkbox"/>	We would like to be paid by reimbursement pursuant to section 5(a) of the grant disbursement agreement. Proof of payment is enclosed for all invoices submitted in this request. Please remit payment by wire. The wire instructions for our account are as follows: BANK NAME: _____ ACCOUNT #: _____ ACCOUNT NAME: _____ ABA #: _____
OR	
3) <input type="checkbox"/>	We would like to be paid on invoice pursuant to Section 5(b) of the grant disbursement agreement. We have not paid the invoice(s) included in this request. We have established a segregated account to be used solely for accepting and disbursing funds from DASNY for this grant and for no other purpose. The wire instructions for this account are as follows: BANK NAME: _____ ACCOUNT #: _____ ACCOUNT NAME: _____ ABA #: _____

If any further information is needed, please contact me at () _____.

Signature: _____

Print Name: _____ Title: _____

EXHIBIT E-2: Payment Requisition Back-up Summary

Please list below all invoice amounts totaling the amount for which you are seeking reimbursement in this request. Invoices should be organized and subtotaled by task #. Please use additional sheets if necessary.

Task #: _____ **Task Description:** _____

VENDOR/ CONTRACTOR NAME	INVOICE/ APPLICATION #	AMOUNT REQUESTED FROM GRANT FUNDS	COMMENT
TOTAL Requested for Task:			(Transfer to Exhibit E)

Task #: _____ **Task Description:** _____

VENDOR/ CONTRACTOR NAME	INVOICE/ APPLICATION #	AMOUNT REQUESTED FROM GRANT FUNDS	COMMENT
TOTAL Requested for task:			(Transfer to Exhibit E)

Task #: _____ **Task Description:** _____

VENDOR/ CONTRACTOR NAME	INVOICE/ APPLICATION #	AMOUNT REQUESTED FROM GRANT FUNDS	COMMENT
TOTAL Requested for task:			(Transfer to Exhibit E)

EXHIBIT F

NON-DISCRIMINATION AND AFFIRMATIVE ACTION POLICY FOR THE PROJECT

It is the policy of the State of New York and DASNY, to comply with all federal, State and local law, policy, orders, rules and regulations which prohibit unlawful discrimination because of race, creed, color, national origin, sex, sexual orientation, age, disability or marital status, and to take affirmative action to ensure that Minority and Women-owned Business Enterprises (M/WBEs), Minorities Group Members and women share in the economic opportunities generated by DASNY's participation in projects or initiatives, and/or the use of DASNY funds.

- 1) The recipient of State funds represents that its equal employment opportunity policy statement incorporates, at a minimum, the policies and practices set forth below:
 - a) Grantee shall (i) not unlawfully discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, sexual orientation, age, disability or marital status, (ii) undertake or continue existing programs of affirmative action to ensure that Minority Group Members and women are afforded equal employment opportunities, and (iii) make and document its conscientious and active efforts to employ and utilize M/WBEs, Minority Group Members and women in its workforce on contracts. Such action shall be taken with reference to, but not limited to, solicitations or advertisements for employment, recruitment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
 - b) At the request of the AAO, the Grantee shall request each employment agency, labor union, or authorized representative of workers with whom it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative does not unlawfully discriminate, and that such union or representative will affirmatively cooperate in the implementation of the Grantee's obligations herein.
- 2) The Grantee is encouraged to include minorities and women in any job opportunities created by the Project; and to solicit and utilize M/WBE firms for any contractual opportunities generated in connection with the Project.
- 3) Grantee represents and warrants that, for the duration of the Agreement, it shall furnish all information and reports required by the AAO and shall permit access to its books and records by DASNY, or its designee, for the purpose of ascertaining compliance with provisions hereof.
- 4) Grantee shall include or cause to be included, paragraphs (1) through (3) herein, in every contract, subcontract or purchase order with a Contracting Party executed in connection with the Project, in such a manner that said provisions shall be binding upon each Contracting Party as to its obligations incurred in connection with the Project.

NON-DISCRIMINATION AND AFFIRMATIVE ACTION DEFINITIONS

Affirmative Action

Shall mean the actions to be undertaken by the Borrower, Grantee and any Contracting Party in connection with any project or initiative to ensure non-discrimination and Minority/Women-owned Business Enterprise and minority/female workforce participation, as set forth in paragraph 2) herein, and developed by DASNY.

Affirmative Action Officer (“AAO”)

Shall mean DASNY’s Affirmative Action Officer or his/her designee, managing the affirmative action program for DASNY.

Contracting Party

Shall mean (i) any contractor, subcontractor, consultant, subconsultant or vendor supplying goods or services, pursuant to a contract or purchase order in excess of \$1,500, in connection with any projects or initiatives funded in whole or in part by DASNY and (ii) **any borrower or Grantee** receiving funds from DASNY pursuant to a loan or Grant document.

Minority Business Enterprise (“MBE”)

Shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is (i) at least fifty-one percent (51%) owned by one or more Minority Group Members; (ii) an enterprise in which such minority ownership is real, substantial and continuing, (iii) an enterprise in which such minority ownership has and exercises DASNY to control and operate, independently, the day-to-day business decisions of the enterprise; (iv) an enterprise authorized to do business in the State of New York and is independently owned and operated; and (v) an enterprise certified by New York State as a minority business.

Minority Group Member

Shall mean a United States citizen or permanent resident alien who is and can demonstrate membership in one of the following groups: (i) Black persons having origins in any of the Black African racial groups; (ii) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin, regardless of race; (iii) Asian and Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or the Pacific Islands; and (iv) Native American or Alaskan native persons having origins in any of the original peoples of North America.

Minority and Women-Owned Business Enterprise Participation

Minority and Women-owned Business Enterprise participation efforts are not limited to the efforts suggested herein, and the role of M/WBE firms should not be restricted to that of a subcontractor/subconsultant. Where applicable, M/WBE firms should be considered for roles as prime contractors. Such efforts may include but not be limited to:

- (a) Dividing the contract work into smaller portions in such a manner as to permit subcontracting to the extent that it is economically and technically feasible to do so;
- (b) Actively and affirmatively soliciting bids from qualified M/WBEs, including circulation of solicitations to Minority and Women’s trade associations;
- (c) Making plans and specifications for prospective work available to M/WBEs in sufficient time for review;
- (d) Utilizing the services and cooperating with those organizations providing technical assistance to the Contracting Party in connection with potential M/WBE participation on DASNY contract;
- (e) Utilizing the resources of DASNY Affirmative Action Unit to identify New York State certified M/WBE firms for the purpose of soliciting bids and subcontracts;
- (f) Encouraging the formation of joint ventures, associations, partnerships, or other similar entities with M/WBE firms, where appropriate, and
- (g) The Contracting Party shall remit payment in a timely fashion.

Women-owned Business Enterprise ("WBE")

Shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is: (i) at least fifty-one percent (51%) owned by one or more citizens or permanent resident aliens who are women; (ii) an enterprise in which the ownership interest of such women is real, substantial and continuing, (iii) an enterprise in which such women ownership has and exercises DASNY to control and operate, independently, the day-to-day business decisions of the enterprise; (iv) an enterprise authorized to do business in the State of New York and is independently owned and operated; and (v) an enterprise certified by New York State as woman-owned.

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved
its adoption:

RESOLUTION AUTHORIZING THE TOWN OF HEMPSTEAD TO
ACCEPT GRANT FUNDING FROM NEW YORK STATE DEPARTMENT OF
STATE, OFFICE OF PLANNING AND DEVELOPMENT
REGARDING ALL MATTERS RELATING TO THE ASSISTANCE OFFERED
IN THE LONG ISLAND SOUTH SHORE ESTUARY RESERVE LOCAL
ASSISTANCE GRANT RFA#16-LWRP-17.

WHEREAS, the New York State Department of State, Office of Planning
and Development, One Commerce Plaza, 99 Washington Avenue, Albany, New York
12201-2001, is providing Local Assistance Grants to municipalities located within the
Long Island South Shore Estuary Reserve as defined in the Long Island South Shore
Estuary Reserve Comprehensive Management Plan and Executive Law Article 46 as the
land draining into south shore bays; and

WHEREAS, the Town of Hempstead qualifies and has been awarded to
receive said grants; and

WHEREAS, acceptance of said grant requires that the Supervisor of the
Town of Hempstead sign contracts for execution and acceptance; and

WHEREAS, the Commissioner of the Department of Conservation and
Waterways has advised the Town Board that the aforesaid grants should be applied for
and recommends to the Town Board acceptance of the aforesaid authorization; and

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor be and hereby is authorized to accept and
execute said grant proposals, on behalf of the Town of Hempstead and that said potential
grant funding received shall be deposited into the appropriate town fund.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

36

Case #

27855

Contract Review Form

- On Face Page (page 1), are the Contractor Name, Federal Tax ID Number and NYS Vendor ID Number correct? YES NO
- On Face Page (page 2), is the Current Contract Funding Amount correct? YES NO
- On Face Page (page 2), does the Current Contract Term and Period reflect the time period during which all project costs will be incurred? YES NO
- On Attachment A-1, Page 6, is the Supervisor's contact information complete and correct? YES NO
- In Attachment B, does the budget accurately reflect the anticipated costs for the project? YES NO
- In Attachment B, Category E, are the known subcontractors accurately reflected? YES NO
- In Attachment C, does the project description and work program tasks accurately reflect the work to be undertaken for the project? YES NO
- Confirm that the Town of Hempstead is registered in the Grants Gateway. YES NO
- Confirm that the Town of Hempstead is registered in the NYS Contract System. YES NO
- Confirm that MWBE Form A (or copy of EEO policy) and MWBE Form B is included in this submission. YES NO
- Confirm that MWBE Form D or MWBE Form D-1 is included in this submission. YES NO
- Confirm that all appropriate financial documentation related to this contract will be retained during the life of the contract and for a period of six years following the final contract payment, and that the documentation will be submitted as necessary to support payment requests and/or upon request by DOS. YES NO

****If any questions above are answered "NO", a written explanation must be attached to this form****

Signature of the Supervisor: _____

Date: _____

Enter the name, phone number and email address of the individual(s) that we should contact if we have questions while executing this contract:

Name: JAMES P. BROWNE Phone: (516) 897-4113

Email Address: JBROWNE@TOWNMAIL.ORG

Contact Update Form

Please update/specify information for up to (3) people to receive contract related correspondence from DOS. Ideally we would want to see the CEO, grant administrator, and project manager listed on this form. Changes should only be made in the Changes/Additions/Corrections column.

		Changes/Additions/Corrections
Official mailing address of the Town of Hempstead	Town of Hempstead One Washington Street Hempstead, NY 11550	
Supervisor of the Town of Hempstead	Name: Laura A. Gillen Title: Supervisor Affiliation: Town of Hempstead Email: lgillen@tohmail.org Phone: 516-812-3260	
Contact Person #1	Name: Tara Moran Title: Conservation Biologist III Affiliation: Town of Hempstead Email: tarasch@tohmail.org Phone: 516-897-4109	
Contact Person #2	Name: Stephen Naham Title: Conservation Biologist I Affiliation: Town of Hempstead Email: stephen.naham@gmail.com Phone: 516-897-4112	

FORM A
MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES – EQUAL
EMPLOYMENT OPPORTUNITY POLICY STATEMENT

M/WBE AND EEO POLICY STATEMENT

I, _____, the (awardee/contractor) _____ agree to adopt the following policies with respect to the project being developed or services rendered at _____

M/WBE This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participations goals set by the State for that area in which the State-funded project is located, by taking the following steps:

- (1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.
- (2) Request a list of State-certified M/WBEs from AGENCY and solicit bids from them directly.
- (3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.
- (4) Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.
- (5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.
- (6) Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

EEO (a) This organization 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 programs of affirmative action to ensure that minority group members 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 on state contracts.

(b) This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex disability or marital status.

(c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized 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 this organization's obligations herein.

(d) 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.

(e) This organization will include the provisions of sections (a) through (d) of this agreement 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 State contract

Agreed to this _____ day of _____, 2_____

By _____

Print: _____ Title: _____

_____ is designated as the Minority Business Enterprise Liaison
(Name of Designated Liaison)

responsible for administering the Minority and Women-Owned Business Enterprises- Equal Employment Opportunity (M/WBE-EEO) program.

M/WBE Contract Goals

_____ 30% Minority and Women's Business Enterprise Participation

_____ % Minority Business Enterprise Participation

_____ % Women's Business Enterprise Participation

EEO Contract Goals

_____ % Minority Labor Force Participation

_____ % Female Labor Force Participation

(Authorized Representative)

Title: _____

Date: _____

FORM B

STAFFING PLAN

Submit with Bid or Proposal – Instructions on page 2

Solicitation No.:	Reporting Entity:	Report includes Contractor's/Subcontractor's: <input type="checkbox"/> Work force to be utilized on this contract <input type="checkbox"/> Total work force
Offeror's Name:		<input type="checkbox"/> Offeror <input type="checkbox"/> Subcontractor Subcontractor's name _____
Offeror's Address:		

Enter the total number of employees for each classification in each of the EEO-Job Categories identified

EEO-Job Category	Total Work force	Work force by Gender		Work force by Race/Ethnic Identification								Disabled		Veteran		
		Total Male (M)	Total Female (F)	White (M) (F)	Black (M) (F)	Hispanic (M) (F)	Asian (M) (F)	Native American (M) (F)	(M) (F)	(M) (F)						
Officials/Administrators																
Professionals																
Technicians																
Sales Workers																
Office/Clerical																
Craft Workers																
Laborers																
Service Workers																
Temporary /Apprentices																
Totals																

PREPARED BY (Signature):	TELEPHONE NO.: EMAIL ADDRESS:	DATE:
NAME AND TITLE OF PREPARER (Print or Type):		Submit completed with bid or proposal

General instructions: All Offerors and each subcontractor identified in the bid or proposal must complete an EEO Staffing Plan (FORM B) and submit it as part of the bid or proposal package. Where the work force to be utilized in the performance of the State contract can be separated out from the contractor's and/or subcontractor's total work force, the Offeror shall complete this form only for the anticipated work force to be utilized on the State contract. Where the work force to be utilized in the performance of the State contract cannot be separated out from the contractor's and/or subcontractor's total work force, the Offeror shall complete this form for the contractor's and/or subcontractor's total work force.

Instructions for completing:

1. Enter the Solicitation number that this report applies to along with the name and address of the Offeror.
2. Check off the appropriate box to indicate if the Offeror completing the report is the contractor or a subcontractor.
3. Check off the appropriate box to indicate work force to be utilized on the contract or the Offerors' total work force.
4. Enter the total work force by EEO job category.
5. Break down the anticipated total work force by gender and enter under the heading 'Work force by Gender'
6. Break down the anticipated total work force by race/ethnic identification and enter under the heading 'Work force by Race/Ethnic Identification'. Contact the DOS Permissible contact(s) for the solicitation if you have any questions.
7. Enter information on disabled or veterans included in the anticipated work force under the appropriate headings.
8. Enter the name, title, phone number and email address for the person completing the form. Sign and date the form in the designated boxes.

RACE/ETHNIC IDENTIFICATION

Race/ethnic designations as used by the Equal Employment Opportunity Commission do not denote scientific definitions of anthropological origins. For the purposes of this form, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. However, no person should be counted in more than one race/ethnic group. The race/ethnic categories for this survey are:

- **WHITE** (Not of Hispanic origin) All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.
- **BLACK** a person, not of Hispanic origin, who has origins in any of the black racial groups of the original peoples of Africa.
- **HISPANIC** a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
- **ASIAN & PACIFIC ISLANDER** a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.
- **NATIVE INDIAN (NATIVE AMERICAN/ ALASKAN NATIVE)** a person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

OTHER CATEGORIES

- **DISABLED INDIVIDUAL** any person who:
 - has a physical or mental impairment that substantially limits one or more major life activity(ies)
 - has a record of such an impairment; or
 - is regarded as having such an impairment.
- **VIETNAM ERA VETERAN** a veteran who served at any time between and including January 1, 1963 and May 7, 1975.
- **GENDER** Male or Female

**FORM D
M/WBE UTILIZATION PLAN**

INSTRUCTIONS: This form must be submitted with any bid, proposal, or proposed negotiated contract or within a reasonable time thereafter, but prior to contract award. 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.

Offeror's Name:

Address:

City, State, Zip Code:

Telephone No.:

Region/Location of Work:

Federal Identification No.:

Project/Contract No.:

M/WBE Goals in the Contract: MBE 15% WBE 15%

1. Certified M/WBE Subcontractors/Suppliers Name, Address, Email Address, Telephone No.	2. Classification	3. Federal ID No.	4. Detailed Description of Work (Attach additional sheets, if necessary)	5. Dollar Value of Subcontracts/ Supplies/Services and intended performance dates of each component of the contract.
A.	NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE			
B.	NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE			

6. IF UNABLE TO FULLY MEET THE MBE AND WBE GOALS SET FORTH IN THE CONTRACT, OFFEROR MUST SUBMIT A REQUEST FOR WAIVER FORM E.

PREPARED BY (Signature): DATE: NAME AND TITLE OF PREPARER (Print or Type): SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A, 5 NYCRR PART 143, AND THE ABOVE-REFERENCED SOLICITATION. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND POSSIBLE TERMINATION OF YOUR CONTRACT.	TELEPHONE NO.:	EMAIL ADDRESS:
	FOR M/WBE USE ONLY	
	REVIEWED BY:	DATE:
	UTILIZATION PLAN APPROVED: <input type="checkbox"/> YES <input type="checkbox"/> NO Date: _____ Contract No.: _____ Project No. (if applicable): _____ Contract Award Date: _____ Estimated Date of Completion: _____ Amount Obligated Under the Contract: _____ Description of Work: _____ NOTICE OF DEFICIENCY ISSUED: <input type="checkbox"/> YES <input type="checkbox"/> NO Date: _____ NOTICE OF ACCEPTANCE ISSUED: <input type="checkbox"/> YES <input type="checkbox"/> NO Date: _____	

STATE OF NEW YORK
DEPARTMENT OF STATE
ONE COMMERCE PLAZA
99 WASHINGTON AVENUE
ALBANY, NY 12231-0001
WWW.DOS.NY.GOV

ANDREW M. CUOMO
GOVERNOR
ROSSANA ROSADO
SECRETARY OF STATE

MWBE COMPLIANCE CERTIFICATION LETTER (FORM D-1)

I, _____, a duly authorized representative of _____ (hereinafter, "Applicant"), acknowledge by my signature below that Applicant is committed to show due-diligence and to comply with the established MWBE goals and requirements set forth in RFA No. _____ (hereinafter, the "RFA") with the NYS Department of State (DOS).

Applicant understands that submitting an MWBE Utilization Plan will be a requirement if awarded the Contract. As hereby authorized and directed by DOS, Applicant acknowledges and agrees that, following contract execution, it shall submit an MWBE Utilization Plan for the Contract within two weeks following the selection of any vendor or subcontractor for the provision of MWBE-applicable purchases or contractual services to be undertaken in furtherance of the Contract, and that such MWBE Utilization Plan shall be submitted through the New York State Contract System ("NYSCS"), which can be viewed at <https://ny.newnycontracts.com>. The Contractor shall be required to adhere to any such MWBE Utilization Plan in the performance of the Contract, and a failure to so submit and/or adhere to such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. It is further acknowledged and agreed that this document shall not under any circumstances be construed as constituting a waiver or release, in whole or in part, of any provision of the RFA or Contract or of any rights, obligations or remedies that may be available to DOS or Contractor.

Date:

Signature:

Contract Number:

Name:

Contract Description:

Title:

Contact Information:



**Department
of State**

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>STATE AGENCY:</p> <p>NYS Department of State One Commerce Plaza 99 Washington Avenue – Suite 1010 Albany, NY 12231</p>	<p>BUSINESS UNIT/DEPT ID: DOS01/3800000</p> <p>CONTRACT NUMBER: T1001083</p> <p>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:</p> <p>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:</p> <p>n/a</p>	<p>PROJECT NAME:</p> <p>Hempstead Bay Living Shorelines</p>
<p>CONTRACTOR IDENTIFICATION NUMBERS:</p> <p>NYS VENDOR ID Number: 1000000868</p> <p>Federal Tax ID Number: XXXXXXXXXX</p> <p>DUNS Number (if applicable): n/a</p>	<p>AGENCY IDENTIFIER: LI 16-LWRP-17</p> <p>CFDA NUMBER (Federally Funded Grants Only): n/a</p>
<p>CONTRACTOR PRIMARY MAILING ADDRESS:</p> <p>Town of Hempstead One Washington Street Hempstead, NY 11550</p> <p>CONTRACTOR PAYMENT ADDRESS: <input checked="" type="checkbox"/> Check if same as primary mailing address</p> <p>CONTRACTOR 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: n/a</p> <p>Exemption Status/Code: 3A/02 <input type="checkbox"/> Sectarian Entity</p>

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>CURRENT CONTRACT TERM: FROM: 1/1/2018 TO: 12/31/2019</p> <p>CURRENT CONTRACT PERIOD: FROM: 1/1/2018 TO: 12/31/2019</p> <p>AMENDED TERM: FROM: TO:</p> <p>AMENDED PERIOD: FROM: TO:</p>	<p>CONTRACT FUNDING AMOUNT: <i>(Multi-year -- enter total projected amount of the contract; Fixed Term/Simplified Renewal -- enter current period amount)</i></p> <p>CURRENT: \$49,920.00</p> <p>AMENDED:</p> <p>FUNDING SOURCES:</p> <p><input checked="" type="checkbox"/> State <input type="checkbox"/> Federal <input type="checkbox"/> Other</p>
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FOR MULTI-YEAR AGREEMENTS ONLY – CONTRACT PERIOD AND FUNDING AMOUNT:
(Out years represent projected funding amounts)

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

ATTACHMENTS PART OF THIS AGREEMENT:

- | | |
|---|--|
| <p><input checked="" type="checkbox"/> Attachment A:</p> <p><input checked="" type="checkbox"/> Attachment B:</p> <p><input checked="" type="checkbox"/> Attachment C: Work Plan</p> <p><input checked="" type="checkbox"/> Attachment D: Payment and Reporting Schedule</p> <p><input type="checkbox"/> Other:</p> | <p><input checked="" type="checkbox"/> A-1 Program Specific Terms and Conditions</p> <p><input type="checkbox"/> A-2 Federally Funded Grants</p> <p><input checked="" type="checkbox"/> B-1 Expenditure Based Budget</p> <p><input type="checkbox"/> B-2 Performance Based Budget</p> <p><input type="checkbox"/> B-3 Capital Budget</p> <p><input type="checkbox"/> B-1(A) Expenditure Based Budget (Amendment)</p> <p><input type="checkbox"/> B-2(A) Performance Based Budget (Amendment)</p> <p><input type="checkbox"/> B-3(A) Capital Budget (Amendment)</p> |
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**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: #T1001083

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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).

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

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number or address in the United States as their address for purpose of receiving notice under the 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: All of the Specific federal requirements that are applicable to the Master Contract are identified in Attachment A-2 (Federally Funded Grants) hereto. To the extent that the Master Contract is funded in whole or part with federal funds, (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

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.

rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-2 (Federally Funded Grants) hereto.

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.

(ii) certified mail, return receipt requested and first class mail.

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

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

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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. 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.
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).

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.

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and service reports shall be used to determine funding levels appropriate to the next annual contract period.

h) 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, (ii) the Contractor's Federal social security number, and/or (iii) DUNS number. Failure to

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.

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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),

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.

TABLE I – REPORTING SCHEDULE

PROGRESS REPORT	PERIOD COVERED	DUE DATE
Progress Report (Project Status Form)	Start of contract through current date	6/30* 12/31*
	*Due every year during the contract period, as amended.	

- Rate Based Reimbursement
Due Date: _____
- Fifth Quarter Reimbursement
Due Date: _____
- Milestone/Performance Reimbursement
Due Date/Frequency: _____
- Scheduled Reimbursement
Due Date/Frequency: _____

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 ___ 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 30 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)¹
The Contractor will submit the CFR on an annual basis, in accordance with the timeframes 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.

¹The 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.

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 60 days after completion of the 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 at project completion. The agency shall complete its audit and notify vendor of the results no later than 60 days later. The Contractor shall submit the report not later than 60 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.

- will receive approval from the Department before purchase of any equipment.
- will secure all necessary permits and perform all required environmental reviews.
- will ensure that all materials printed, constructed, and/or produced acknowledge the contributions of the Department to the project.
- will ensure that all products prepared as a part of this contract shall include the NYS Comptroller's contract # as indicated on the Face Page of this contract.
- will ensure the project objectives are being achieved.
- will ensure that comments received from the Department are satisfactorily responded to and reflected in subsequent work.
- will recognize that payments made to consultants or subcontractors covering work carried out or products produced prior to receiving approval from the Department will not be reimbursed unless and until the Department finds the work or products to be acceptable.
- will participate, if requested by the Department, in a training session or sessions focused on developing and implementing revitalization strategies. The purpose of the training session(s) is to build knowledge and provide support to community leaders to advance revitalization efforts and complete priority projects.

The Department:

- will review and approve or disapprove of subcontracts between the Contractor and consultant(s) and any other subcontractor(s).
- will participate in initial project kick-off meeting and subsequent meetings that are important to the project.
- will review all draft and final products and provide comments as necessary to meet the objectives. must approve or disapprove any and all design, site plan, and preconstruction documents before construction may begin.

**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 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 **\$0 (0% of the budget)** as set forth in the most recently approved applicable Attachment B form (Budget).
2. Recoupment of any advance payment(s) shall be recovered by crediting 0% of subsequent claims and such claims will be reduced until the advance is fully recovered within the contract period.
3. Scheduled advance payments shall be due in accordance with an approved payment schedule as follows:

Period: _____	Amount: _____	Due Date: _____
Period: _____	Amount: _____	Due Date: _____
Period: _____	Amount: _____	Due Date: _____
Period: _____	Amount: _____	Due Date: _____

B. Interim and/or Final Claims for Reimbursement

Claiming Schedule (*select applicable frequency*):

- Quarterly Reimbursement
Due Date: 3/31, 6/30, 9/30, 12/31
- Monthly Reimbursement
Due Date: _____
- Biannual Reimbursement
Due Date: _____
- Fee for Service Reimbursement
Due Date: _____

improvements undertaken. To assist communities in fulfilling this requirement, the Department has developed an attractive low cost informational sign. A Sign Order Form is available upon request from the Department.

Products: Department approved sign design, and photo-documentation that sign is installed in project area.

Task 6: Construction, Construction Management and Site Inspection

After receipt of all necessary permits, the Contractor or its construction subcontractor(s) may begin construction work according to the final design and construction documents. The Contractor or its subcontractor(s) shall notify the Department monthly (or more frequently) in writing of work progress, including any delays which have occurred. The Contractor or its consultant(s) shall submit periodic payment requests to the Department tied to project milestones identified in contract and subcontract work plans or during the project kick-off meeting. After 70% of the work is completed, the progress notification will include a punch list of any incomplete items and an estimated schedule for project completion.

The Contractor, its consultant(s), and/or the Department shall verify progress and completion of the work through periodic site inspections. The Contractor or its consultant(s) shall submit to the Department written summaries of progress including photo documentation and identification of problems to be addressed based on periodic site inspections.

Products: Written summary of periodic site visits including photo-documentation and identification of any problems that need to be addressed. Punch list and construction completion estimates.

Task 7: Project Completion

Following satisfaction of punch list items, the Contractor or its consultant(s) shall submit a statement that the work has been completed in accordance with the contract and subcontract(s), the final design and construction specifications, and all permit requirements. The completion statement must be prepared and/or certified by a licensed professional engineer, architect or landscape architect. Unless otherwise specified during project kick-off meeting, the Contractor or its consultant(s) shall submit two sets of as-built plans, certified by a licensed professional engineer, architect or landscape architect. When the Contractor is satisfied work is complete, it shall submit a final project report to the Department, including a copy of the completion statement and a copy of the certified as-built plans and photo-documentation in the form of digital images of the site prior to, during and upon completion of work. The Contractor shall not pay its consultant(s) or subcontractor(s) in full, and shall not submit a final payment request to the Department, until the Department concurs that the work is complete.

Products: Statement of completion, certified as-built plans, and final project report including photo-documentation.

Task 8: MWBE Reporting

In accordance with Attachment A-1, Part I, Section M, Paragraph 6, Contractor shall be required to use the New York State Contract System ("NYSCS") to record payments to subcontractors (including a breakdown of payments issued to state-certified MWBE firms) and otherwise report compliance with the provisions of Article 15-A of the Executive Law and regulations in relation to funds used pursuant to this Agreement. Contractor shall be required to submit utilization plans in paper format until such time as submission is made available through the NYSCS and notification of such availability is provided to Contractor by the State. Upon such notification by the Department, Contractor shall submit required utilization plans through

the NYSCS. So long as Contractor complies with the reporting requirements stated above in the manner directed by the Department, the requirement of Attachment A-1, Part I, Section M, Paragraph 6 for paper filing of Quarterly Reports shall be waived. Technical assistance for use of the NYSCS system can be obtained through the NYSCS website at <https://ny.newnycontracts.com> by clicking on the "Contact Us & Support" link.

In the event Contractor does not have the capacity to use the NYSCS in the manner required above, an exception may be granted by the Department of State upon Contractor's written request and showing of good cause to allow for paper reporting. If such an exception is granted by the Department of State, paper reporting in a manner and form directed by the Department shall be required including but not limited to the submission of Quarterly MWBE Contractor Compliance Report (Form F) forms in accordance with Section M, Paragraph 6, of Attachment A-1.

Products: Ongoing reporting through NYSCS during the life of the contract.

Task 9: Project Status Reports

The Contractor or its consultant(s) shall submit project status reports semi-annually (every June 30 and December 31) on the form provided, including a description of the work accomplished, the status of all tasks in this work plan, schedule of completion of remaining tasks, and an explanation of any problems encountered.

Products: Completed project status reports submitted to DOS during the life of the contract.

Task 10: Final Project Summary Report and Measurable Results forms

The Contractor or its consultant(s) shall work with the Department project manager to complete the Final Project Summary Report and Measurable Results forms. Final payment shall not be authorized until these forms have been completed and filed with project deliverables.

Products: Completed Final Project Summary Report and Measurable Results forms submitted to DOS.

5. Project Responsibilities

The Contractor shall administer the grant, execute a contract with the Department, and ensure the completion of work in accordance with the approved Work Plan and budget.

The Contractor:

- will be responsible for conducting all project work in conformance with the Work Plan included in the executed contract with the Department.
- will be responsible for all project activities including drafting request for proposals and managing subcontracts with consultants and subconsultants.
- will certify to the Department that the procurement record for project consultants and subcontractors complies with the applicable provisions of General Municipal Law.
- will receive approval from the Department for any and all consultant subcontracts before beginning project work.
- will be responsible for submission of all products and payment requests.
- will keep the Department informed of all important meetings for the duration of this contract.

- Final products: one electronic copy of each product must be submitted in PDF, created using 300 dpi scanning resolution and Microsoft Word, if applicable. In addition, one paper copy of each final product (including reports, designs, maps, drawings, and plans) must be submitted.
- Electronic data for all Geographic Information System-based mapping products must be submitted in either ArcGIS format, or similar product acceptable to the Department, and comply with the requirements for Contract GIS Products.
- Electronic data for all designs, drawings, and plans must be submitted in the original software that they were created (such as CAD format or other similar product acceptable to the Department), as well as in JPG format.
- Photographs and images must be submitted in JPG format with a minimum resolution of 300 dpi and must be dated and captioned with the location and a brief description of the activity being documented.

The contributions of the Department must also be acknowledged in community press releases and other notices issued for the project, including web site postings and other forms of digital distribution. Project press releases and other notices shall be submitted to the Department for review and approval prior to release, to ensure appropriate attribution.

3. Compliance with Procurement Requirements

The municipal attorney, chief legal officer or financial administrator of the municipality shall certify in writing to the Department that applicable provisions of General Municipal Law were fully complied with.

4. Project Components

Task 1: Project Initiation Meeting

The Contractor, the Department, and any partners responsible for managing the project, shall hold an initial meeting to review the project scope and schedule, project requirements, roles and responsibilities, the selection process for procuring consultants, State Environmental Quality Review Act (SEQRA) compliance requirements, MWBE requirements, ADA requirements, the number of public meetings and techniques for public involvement proposed for the project, and any other information which would assist in project completion. In addition, the composition of a project advisory committee shall be discussed during the project initiation meeting. The Contractor, or a designated project partner, shall prepare and distribute to all project partners a brief meeting summary clearly indicating the agreements/understandings reached at the meeting. Work on subsequent tasks shall not proceed prior to Department approval of the proposed approach as outlined in the meeting summary.

Products: Project initiation meeting held with appropriate parties. Written meeting summary outlining agreements/understandings reached.

Task 2: Environmental Quality Review

The Contractor or its consultant(s) shall prepare all documents necessary to comply with the State Environmental Quality Review Act (SEQRA) through determination of significance. If a positive declaration is made, a Draft Environmental Impact Statement shall be prepared.

Products: SEQRA documents and, if necessary, a Draft Environmental Impact Statement.

Task 3: Final Design and Construction Documents

The Contractor or its consultant(s) shall submit the final design and construction drawings, plans, specifications, and cost estimates. Final design and construction documents are subject to approval by the Department. These documents must be certified by a licensed professional engineer, architect, or landscape architect and the appropriate seal must be affixed to these documents.

Products: Final design and construction documents, certified by a licensed professional engineer, architect or landscape architect.

Task 4: Permits

After the final design and construction documents have been approved by the Department, the Contractor or its consultant(s) shall prepare the necessary permit or other approval applications and obtain the required permits or approvals. A pre-application meeting with the Department and the appropriate federal, state and local regulatory authorities may be required to discuss the necessary permit or other approval applications. Prior to filing, the Contractor or its consultant(s) shall submit all applications to the Department for review and comment.

Potential permitting and approval agencies include but are not limited to:

- federal agencies such as the United States Army Corps of Engineers;
- the Department, pursuant to the consistency provisions of the federal Coastal Zone Management Act;
- other New York State agencies such as the Department of Environmental Conservation; the Office of General Services pursuant to the Public Lands Law, or similar authorization from the Power Authority (in certain areas of the St. Lawrence Seaway) or Canal Authority (in the State Canal System), in order to use or occupy certain State-owned lands or waters overlying those lands; and the Office of Parks, Recreation, and Historic Preservation or the State Historic Preservation Officer; and
- agencies of a county, city, town, village, or special purpose district, including but not limited to: town boards, boards of trustees, or city councils; planning commissions, boards or departments; and/or building or health officials.

Prior to construction the Contractor or its consultant(s) shall also demonstrate that the project is in compliance with 6 NYCRR Part 502, "Floodplain Management Criteria For State Projects" by obtaining a floodplain development permit, if local regulations establish such requirements, or by submitting a signed certification, by an official authorized to enforce local floodplain management regulations, that the project complies with the requirements of the statute.

Copies of all required permits and approvals shall be submitted to the Department upon receipt.

Products: All required permits and approvals received. Written certification of compliance with floodplain management regulations, if applicable.

Task 5: Installation of Project Sign

Prior to the start of construction, the Contractor shall install a sign satisfactory to the Department identifying the Department's funding of the project. The project sign shall remain in place for the useful life of the

A. SALARIES (including fringe benefits)		
<u>Title</u>	<u>Annual Salary</u>	<u>Amount Charged to Project</u>
Seasonal Conservation Intern I	\$11.00/hr.	\$8,500.00
Seasonal Conservation Intern II	\$11.00/hr.	\$8,500.00
Conservation Biologist I	\$73,000.00	\$8,000.00
SUBTOTAL		\$25,000.00

B. TRAVEL	
SUBTOTAL	
\$0.00	

C. SUPPLIES	
Supplies to be purchased for the creation of the living shoreline to prevent erosion (such as algae paste, pro-culture nutrients, lamps, filter bags, oyster bags, vinyl tubing, air stones, CO2 supply, fuel, zip ties, rope, nets, mesh, signage, markings, pipes, fittings, net floats, geotextile roll, treated lumber, fasteners, fish traps).	
SUBTOTAL	
\$6,748.00	

D. EQUIPMENT	
Mechanical Shell Bagging Filter	\$10,000.00
300' floating containment boom	\$2,100.00
Fiberglass trough tanks (2)	\$3,000.00
High-pressure air pumps (2)	\$1,047.00
Water pump and motor	\$1,825.00
SUBTOTAL	
\$17,972.00	

E. CONTRACTUAL SERVICES	
SUBTOTAL	
\$0.00	

F. OTHER	
NYDEC Wetlands Permit Application	\$200.00
SUBTOTAL	
\$200.00	

ATTACHMENT B-1 – EXPENDITURE BASED BUDGET

Budget Summary:

A. Salaries	\$25,000.00
B. Travel	\$0.00
C. Supplies	\$6,748.00
D. Equipment	\$17,972.00
E. Contractual Services	\$0.00
F. Other	\$200.00
Total Project Cost:	\$49,920.00
Total State Funds	\$49,920.00

MWBE Goals:

State funds subject to MWBE goals	\$0.00	
MBE Goal:	0%	\$0.00
WBE Goal:	0%	\$0.00

A. SALARIES (including fringe benefits)

<u>Title</u>	<u>Annual Salary</u>	<u>Amount Charged to Project</u>
Conservation Biologist III	\$124,000.00	\$2,900.00
Laborer I	\$73,000.00	\$1,000.00
Laborer (part-time)	\$14/hour	\$1,500.00

SUBTOTAL **\$5,400.00**

B. TRAVEL

Two people to present results at scientific conference (registration fees, one night hotel stay, & mileage)
(not to exceed state rates)

SUBTOTAL **\$500.00**

C. SUPPLIES

Crab pots and supplies to modify crab pots	\$1,495.00
Bait and ice for crab pots	\$300.00
Supplies for extracting microplastics from sediments	\$400.00
Microchips, microchip implanters and needles	\$1,715.00

SUBTOTAL **\$3,910.00**

D. EQUIPMENT

3 Samsung tablets for field data collection	\$600.00
3 Biomark 601 microchip readers	\$1,845.00

SUBTOTAL **\$2,445.00**

E. CONTRACTUAL SERVICES

Extraction of microplastics from samples, staff training in tagging and sampling techniques, compilation of data, and other project coordination activities.
Subcontractor: Hoffstra University, 1000 Fulton Avenue, Hempstead, NY 11549

SUBTOTAL **\$1,500.00**

F. OTHER

Scientific journal publication costs to allow for open access peer review

SUBTOTAL **\$1,815.00**

ATTACHMENT B-1 – EXPENDITURE BASED BUDGET

Budget Summary:

A. Salaries	\$5,400.00
B. Travel	\$500.00
C. Supplies	\$3,910.00
D. Equipment	\$2,445.00
E. Contractual Services	\$1,500.00
F. Other	\$1,815.00

Total Project Cost: \$15,570.00

Total State Funds: \$15,570.00

MWBE Goals:

State funds subject to MWBE goals		\$0.00
MBE Goal:	0%	\$0.00
WBE Goal:	0%	\$0.00

A. SALARIES (including fringe benefits)

<u>Title</u>	<u>Annual Salary</u>	<u>Amount Charged to Project</u>
Conservation Biologist III	\$124,000.00	\$2,305.00
Laborer	\$15/hour	\$1,260.00
Seasonal Laborer	\$13/hour	\$1,320.00

SUBTOTAL **\$4,885.00**

B. TRAVEL

Travel to present results at scientific conferences (registration fees, two overnight hotel stays, and mileage) (not to exceed state rates)

SUBTOTAL **\$826.00**

C. SUPPLIES

Research supplies, including PVC pipe, paint and pipe strapping, fuel for boats

SUBTOTAL **\$400.00**

D. EQUIPMENT

13 ft. depth titanium water level data loggers (5)	\$3,570.00
13 ft. depth plastic water level data logger (1)	\$299.00

SUBTOTAL **\$3,869.00**

E. CONTRACTUAL SERVICES

SUBTOTAL **\$0.00**

F. OTHER

SUBTOTAL

ATTACHMENT B-1 – EXPENDITURE BASED BUDGET

Budget Summary:

A. Salaries	\$4,885.00
B. Travel	\$826.00
C. Supplies	\$400.00
D. Equipment	\$3,869.00
E. Contractual Services	\$0.00
F. Other	\$0.00
Total Project Cost:	\$9,980.00
Total State Funds:	\$9,980.00

MWBE Goals:

State funds subject to MWBE goals		\$0.00
MBE Goal:	0%	\$0.00
WBE Goal:	0%	\$0.00

Case No.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption as follows:

RESOLUTION ACCEPTING A BID FOR CONTRACT #51-2018 FOR THE REMOVAL AND DISPOSAL OF DIATOMACEOUS EARTH FOR THE DEPARTMENT OF PARKS AND RECREATION

WHEREAS, the Department of Purchasing, on behalf of the Department of Parks and Recreation, advertised for bids for the removal and disposal of diatomaceous earth at several designated pool facilities; and

WHEREAS, the bids submitted pursuant to such advertisement were opened and read in the office of the Director of Purchasing on April 18, 2018 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 the behalf of the Commissioner of Parks and Recreation. Each one-year extension to be upon mutual agreement between the Director of Purchasing and the contractor.

WHEREAS, the following bids were referred to the Department of Parks and Recreation for examination and report cost per pit as follows:

Park Line Asphalt Maintenance, Inc
1877 Montauk Highway
Brookhaven, N.Y. 11719

<u>Park</u>	<u>Pits/Tanks per Location</u>	<u>Cost per pit /tank each location</u>	<u>Cash Disc.</u>
Echo Park Pool (Year round 14 cleanings)	3	\$ 695.00	N/A
Forest City Pool (Summers only, 2 cleanings)	1	\$ 695.00	
Newbridge Road Pool (Summers only, 2 cleanings)	3	\$ 695.00	
Veterans Memorial Pool (Summers only, 3 cleanings)	3	\$ 695.00	
Averill Boulevard Pool (Summers only, 3 cleanings)	1	\$ 695.00	

Pal Environmental Safety Corp.
d/b/a Pal Environmental Services
11-02 Queens Plaza South
Long Island City, N.Y. 11101

<u>Park</u>	<u>Pits/Tanks per Location</u>	<u>Cost per pit /tank each location</u>	<u>Cash Disc.</u>
Echo Park Pool (Year round 14 cleanings)	3	\$3,115.00	2%
Forest City Pool (Summers only, 2 cleanings)	1	\$3,115.00	
Newbridge Road Pool (Summers only, 2 cleanings)	3	\$3,115.00	
Veterans Memorial Pool (Summers only, 3 cleanings)	3	\$3,115.00	
Averill Boulevard Pool (Summers only, 3 cleanings)	1	\$3,115.00	

Item # 37

Case # 24883

AARCO Environmental Services Corp.
50 Gear Avenue
Lindenhurst, N.Y. 11757

<u>Park</u>	<u>Pits/Tanks per Location</u>	<u>Cost per pit /tank each location</u>	<u>Cash Disc.</u>
Echo Park Pool (Year round 14 cleanings)	3	\$13,766.00	N/A
Forest City Pool (Summers only, 2 cleanings)	1	\$5,300.00	
Newbridge Road Pool (Summers only, 2 cleanings)	3	\$3,950.00	
Veterans Memorial Pool (Summers only, 3 cleanings)	3	\$8,850.00	
Averill Boulevard Pool (Summers only, 3 cleanings)	1	\$8,850.00	

and

WHEREAS, the Commissioner of the Department of Parks and Recreation has reported that the bid submitted from Park Line Asphalt Maintenance Inc., 1877 Montauk Highway, Brookhaven, N.Y. 11719 was the lowest bidder and has recommended acceptance of said bid to the Town Board and it appears that said bidder is duly qualified;

NOW, THEREFORE, BE IT

RESOLVED, that the bid received from Park Line Asphalt Maintenance Inc. for the removal and disposal of diatomaceous earth, be accepted; and

BE IT FURTHER

RESOLVED, that the Town Comptroller be and is hereby authorized to make payments from Parks and Recreation Code 400-007-7110-4720 - Pool Maintenance.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

CASE NO.

RESOLUTION NO.

Adopted:

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

RESOLUTION ACCEPTING A BID FOR REPAIR
SERVICE FOR LAWN EQUIPMENT,
CONTRACT #65-2018, AS PER SPECIFICATIONS

WHEREAS, the Department of Purchasing, on behalf of the Department of Parks and Recreation, advertised for bids for the repair service for lawn equipment; and

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, the vendor must be capable of supplying parts and have a complete working knowledge to repair the types of commercial grade equipment from manufacturers as listed in bid specifications; and

WHEREAS, the following bids were received:

Long Island Power Equipment East Inc.
135 Milbar Blvd.
Farmingdale, N.Y. 11735

The Vendor must have on premises the capabilities to sharpen the following types of equipment:

Commercial Fairway gang reels and bed knives	YES
Chain Saw Blades	YES
Commercial Hedge Trimmer Blades	YES
Complete Tune Up Service, as defined in bid specifications, "Flat Rate" (labor only parts not included)	\$27.50
Hourly Labor Rate bid to perform any additional services not included in tune-up procedure. (labor only, parts not included)	\$29.95
Round Trip Pick-Up and Delivery Charge of Equipment (as many units as can reasonably fit in standard pick-up truck or trailer, not per piece)	N/A
Cash Discount	0%

Chief Equipment Inc.
400 W. Old Country Road
Hicksville, N.Y. 11801

The Vendor must have on premises the capabilities to sharpen the following types of equipment:

Commercial Fairway gang reels and bed knives	YES
Chain Saw Blades	YES
Commercial Hedge Trimmer Blades	YES
Complete Tune Up Service, "Flat Rate" (labor only parts not included)	\$75.00
Hourly Labor Rate bid to perform any additional services not included in tune-up procedure. (labor only, parts not included)	\$95.00

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Round Trip Pick-Up and Delivery Charge of Equipment (as many units as can reasonably fit in standard pick-up truck or trailer, not per piece)	\$100.00
Cash Discount	1%

Liffco Inc.
1835 Highland Avenue
New Hyde Park, N.Y. 11040

The Vendor must have on premises the capabilities to sharpen the following types of equipment:

Commercial Fairway gang reels and bed knives	NO
Chain Saw Blades	YES
Commercial Hedge Trimmer Blades	YES

Complete Tune Up Service, "Flat Rate" (labor only parts not included)	\$125.00
Hourly Labor Rate bid to perform any additional services not included in tune-up procedure. (labor only, parts not included)	\$99.00

Round Trip Pick-Up and Delivery Charge of Equipment (as many units as can reasonably fit in standard pick-up truck or trailer, not per piece)	\$150.00
Cash Discount	2%

and

WHEREAS, the Commissioner of the Department of Parks and Recreation has reported that the bid submitted from Long Island Power Equipment East Inc., 135 Milbar Blvd., Farmingdale, N.Y. 11735 was the lowest overall bidder 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 two additional one year extensions 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 Long Island Power Equipment East Inc., 135 Milbar Blvd. Farmingdale, N.Y. 11735, be accepted and approved; and

BE IT FURTHER

RESOLVED, that the Town Comptroller be and is hereby authorized to make payments from Parks and Recreation Code 400-007-7110-4550- Machinery Repair.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION RESCINDING RESOLUTION NO. 334-2016 AND ESTABLISHING FEES FOR THE HEWLETT POINT PARK, BAY PARK, NY

WHEREAS, this Town Board adopted Resolution No. 334-2016 on March 8, 2016 and;

WHEREAS, the Commissioner of the Department of Parks and Recreation recommended that the following fees be established for Hewlett Point Park, Bay Park, NY, and this Town Board deems that the said fees are reasonable and in the public interest;

NOW, THEREFORE, BE IT

RESOLVED, that Town Board Resolution No. 334-2016 be and is hereby rescinded in its entirety;

AND, BE IT FURTHER

RESOLVED, that the following fees for the Hewlett Point Park, Bay Park, N.Y. be and the same hereby are established:

SEASONAL

Family Resident	\$226.50
Individual Resident	\$121.00
Family Active Military Resident	\$181.50
Family Active Military Non-district Resident	\$213.00
Individual Resident Sr.Cit./Handi./Aux.Pol.	\$ 60.50
Vol. Fire. - Ambul. /Veteran/Active Military	
Family Non-district Resident	\$266.00
Individual Non-district Resident	\$145.00
Individual Non-district Resident Sr.Cit./Handi.	\$ 72.50
Aux.Pol./Vol. Fire. - Ambul. / Veteran/Active Military	

DAILY ADMISSION

Resident	\$ 5.50
Resident Sr.Cit./Handi./Aux.Pol./Veteran/Active Military	\$ 2.75
Vol. Fire. - Ambul./Children 5-9 yrs. of age	
Non-district Resident	\$ 6.50
Non-district Resident-Sr.Cit./Handi./Aux.Pol.	\$ 3.25
Vol. Fire.-Ambul./Veteran/Active Military	
Children 5-9 yrs. of age	
Non-profit Group Discount - 30%	
REPLACEMENT PHOTO I.D.	\$ 5.50

The foregoing resolution was adopted upon roll call as follows:

AYES:

NONE:

Item # 39

Case # 28598

Adopted:

offered the following resolution and moved its adoption:

**RESOLUTION RESCINDING RESOLUTION NO. 336-2016
AND ESTABLISHING FEES FOR VARIOUS POOL SITES
WITHIN THE TOWN OF HEMPSTEAD PARK DISTRICT.**

WHEREAS, this Town Board adopted Resolution No. 336-2016 on March 8, 2016,
and;

WHEREAS, the Commissioner of the Department of Parks and Recreation
recommended that the following fees be established for the various pool sites as
hereinafter mentioned within the Town of Hempstead Park District and this Town Board
deems that the said fees are reasonable and in the public interest;

NOW, THEREFORE, BE IT

RESOLVED, that Town Board Resolution No. 336-2016 be and is hereby
rescinded in its entirety;

AND BE IT FURTHER

RESOLVED, that the following fees for the use of the facilities at Averill Boulevard
Pool, Franklin Square, NY, Newbridge Road Pool, Bellmore, NY, Oceanside Pool,
Oceanside, NY, and Veterans Memorial Pool, East Meadow, NY, all within the Town of
Hempstead Park District, be and are hereby established:

SEASONAL RATES

Family Resident	\$ 250.00
Individual Resident	\$ 133.00
Individual Resident-Sr.Cit./Handi/Aux.Pol./ Vol.Fire -Ambul. /Veteran/Active Military	\$ 66.50
Family Active Military – Resident	\$ 200.00
Family Non-district Resident	\$ 293.50
Family Active Military – Non-district Resident	\$ 235.00
Individual Non-district Resident	\$ 160.50
Individual Non-district Resident Sr.Cit. Handi/Aux.Pol./Vol. Fire.-Ambul. Veteran/Active Military	\$ 80.25

DAILY ADMISSIONS

Resident	\$ 8.00
Resident-Sr.Cit./Handi/Aux.Pol./Veteran/Active Military Vol. Fire. - Ambul./Children 5-9 yrs. of age	\$ 4.00
Non-district Resident	\$ 9.00
Non-district Resident-Sr.Cit./Handi/Aux.Pol./ Vol. Fire. - Ambul./Veteran/ Active Military Children 5-9 yrs. of age	\$ 4.50
Non-resident	\$ 13.00
Non-profit Group Discount - 30%	
Replacement Photo I.D.	\$ 5.50
LOCKER FEES	
Small Locker	\$.25
Large Locker	\$.50
Lost Locker Key	\$ 5.50

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 40

Case # 28598

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION RESCINDING RESOLUTION NO. 337-2016
AND ESTABLISHING FEES FOR FACILITIES AT
FRANKLIN SQUARE PARK DISTRICT (RATH PARK POOL)
FRANKLIN SQUARE, N.Y.

WHEREAS, this Town Board adopted Resolution No. 337-2016 on March 8, 2016;
and

WHEREAS, the Commissioner of the Department of Parks and Recreation
recommended that the following fees be established for the Franklin Square Park District
(Rath Park Pool), Franklin Square, NY, and this Town Board deems that the said fees are
reasonable and in the public interest;

NOW, THEREFORE, BE IT

RESOLVED, that Town Board Resolution No. 337-2016 be and the same is hereby
rescinded in its entirety; and

BE IT FURTHER

RESOLVED, that the following fees for the Franklin Square Park District (Rath Park
Pool), Franklin Square, NY be and the same are hereby established:

SEASONAL MEMBERSHIP-RESIDENTS ONLY

Family	\$ 160.00
Family Active Military	\$ 128.00
Individual	\$ 80.00
Sr.Cit./Handi./Aux.Pol./Vol. Fire-Ambul.	\$ 40.00
Veteran/Active Military	

DAILY ADMISSIONS

Resident	\$ 7.00
Resident-Sr.Cit./Handi/Aux.Pol.	\$ 3.50
Vol. Fire. - Ambul./Veteran/Active Military	
Children 5-9 yrs. of age	
Non-profit Group Discount - 30%	
Guest - Daily Rates	\$ 8.00
Replacement Photo I.D	\$ 5.50

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 41

Case # 28598

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION RESCINDING RESOLUTION NO. 339-2016
AND ESTABLISHING FEES FOR THE FACILITIES AT
THE ECHO PARK POOL COMPLEX, WEST HEMPSTEAD, NY

WHEREAS, this Town Board adopted Resolution No. 339-2016 on March 8, 2016; and

WHEREAS, the Commissioner of the Department of Parks and Recreation recommended that the following fees be established for the Echo Park Pool Complex, West Hempstead, NY, and this Town Board deems that the said fees are reasonable and in the public interest;

NOW, THEREFORE, BE IT

RESOLVED, that Town Board Resolution No. 339-2016 be and is hereby rescinded in its entirety;

AND, BE IT FURTHER

RESOLVED, that the following fees for the Echo Park Pool Complex, West Hempstead, NY be and are hereby established:

FULL-YEAR MEMBERSHIP

Family Resident	\$585.00
Individual Resident	\$292.00
Individual Resident-Sr.Cit./Handi./Aux.Pol./ Vol. Fire. - Ambul. / Veteran/Active Military	\$146.25
Families of Active Military - Resident	\$468.00
Families of Active Military – Non-district Resident	\$569.50
Family Non-district Resident	\$710.50
Individual Non-district Resident	\$360.00
Non-district Resident Sr.Cit./Handi./Aux.Pol./ Vol. Fire. - Ambul./Veteran/Active Military	\$180.00

HALF-YEAR MEMBERSHIP

Family Resident	\$372.00
Individual Resident	\$195.00
Individual Resident Sr.Cit./Handi./Aux.Pol./ Vol. Fire. - Ambul. /Veteran/Active Military	\$ 97.50
Families of Active Military - Resident	\$298.00
Families of Active Military – Non-district Resident	\$375.50
Family Non-district Resident	\$468.00
Individual Non-district Resident	\$234.50
Individual Non-district Resident Sr.Cit./Handi. Aux.Pol./Vol. Fire. - Ambul./Veteran/Active Military	\$117.25

FALL MEMBERSHIP - SEPTEMBER - DECEMBER 31 - 4 MONTHS

Family Resident	\$266.00
Individual Resident	\$127.00
Individual Resident Sr.Cit./Handi./Aux.Pol./ Vol. Fire. - Ambul. / Veteran/Active Military	\$ 63.50
Families of Active Military - Resident	\$213.00
Families of Active Military – Non-district Resident	\$375.50
Family Non-district Resident	\$336.50
Individual Non-district Resident	\$177.00
Individual Non-district Resident Sr.Cit./Handi./Aux.Pol. Vol. Fire. - Ambul./Veteran/Active Military	\$ 88.50

DAILY ADMISSIONS

Resident	\$ 8.00
Resident Sr.Cit./Handi./Aux.Pol./Veteran/Active Military Vol. Fire. - Ambul./Children 5-9 yrs. of age	\$ 4.00
Non-district Resident	\$ 9.00
Non-district Resident Sr.Cit./Handi./Aux.Pol. Vol. Fire. – Ambul./Veteran/Active Military/ Children 5-9 yrs. of age	\$ 4.50
Non-Resident	\$13.00
Non-profit Group Discount - 30%	

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LOCKER FEES

Small Locker	\$.25
Large Locker	\$.50
Lost Locker Key	\$ 5.50

MISCELLANEOUS

REPLACEMENT PHOTO I.D.	\$ 5.50
Charters (steam and sauna included)	\$136.50

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION RESCINDING RESOLUTION NO. 342-2016
AND ESTABLISHING FEES FOR THE USE OF FACILITIES
AT FOREST CITY POOL, WANTAGH, NY

WHEREAS, this Town Board adopted Resolution No. 342-2016 on
March 8, 2016; and;

WHEREAS, the Commissioner of the Department of Parks and Recreation
recommended that the following fees be established for Forest City Pool, Wantagh, NY,
and this Town Board deems that the said fees are reasonable and in the public interest;

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board Resolution No.342-2016 be and is hereby
rescinded in its entirety;

AND, BE IT FURTHER

RESOLVED, that the following schedule of fees for the use of facilities at Forest
City Pool, Wantagh, NY be and are hereby established:

SEASONAL RATES

Family	\$ 250.00
Family Active Military	\$ 200.00
Individual	\$ 133.00
Individual-Sr. Cit./Handi/Aux. Pol. Vol. Fire.-Ambul. / Veteran/Active Military	\$ 66.50

DAILY ADMISSIONS

Resident	\$ 8.00
Resident Sr. Cit. /Handi. /Aux. Pol. / Vol. Fire-Ambul./Veteran/Active Military Children 5-9 yrs. of age	\$ 4.00

Non-profit Group Discount - 30%

Picnic Group Reservation (maximum 100 people)	\$ 143.00
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LOCKER FEES

Small Locker	.25
Large Locker	.50
Lost Locker Key	\$ 5.50
Replacement Photo I.D.	\$ 5.50

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 43

Case # 28598

CASE NO.

RESOLUTION NO.

Adopted:

offered the following and moved for its adoption as follows:

RESOLUTION RESCINDING RESOLUTION No. 343-2016
TO ESTABLISH CERTAIN FEES FOR THE FACILITIES
AT TOWN PARK @ LIDO WEST, LIDO BEACH, NY.

WHEREAS, this Town Board adopted Resolution No. 343-2016 on
March 8, 2016; and

WHEREAS, the Commissioner of the Department of Parks and Recreation has
recommended that certain fees be established for the facilities at Town Park @ Lido
West, and this Town Board deems that the said fees are reasonable and in the public
interest;

NOW, THEREFORE, BE IT

RESOLVED, that Town Board Resolution No. 343-2016 be and is hereby
rescinded in its entirety;

AND, BE IT FURTHER

RESOLVED, that the following fees for the facilities at Town Park @ Lido West
be and are hereby established:

VEHICLE ENTRANCE FEES

Discount Book - 15 Tickets	\$100.00
Discount Book - 15 Tickets Sen. Citizen/Handicapped/ Aux.Pol. Vol. Fire-Ambul/Veteran/Active Military	\$ 50.00
Daily - Town of Hempstead Resident	\$ 10.00
Daily - Non-Town of Hempstead Resident	\$ 25.00
Daily - Non-Town of Hempstead Resident - Walk-Ins	\$ 10.00

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

44

Case #

28598

Adopted:

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

RESOLUTION RESCINDING RESOLUTION NO. 344-2016 TO ESTABLISH FEES FOR FACILITIES AT THE TOWN PARK AT LIDO, LIDO BEACH, N.Y.

WHEREAS, this Town Board adopted Resolution No.344-2016 on March 8, 2016 and;

WHEREAS, the Commissioner of the Department of Parks and Recreation recommends that certain fees be established for the Town Park at Lido, Lido Beach, N.Y., and this Town Board deems that the said fees are reasonable and in the public interest;

NOW, THEREFORE, BE IT

RESOLVED, that Town Board Resolution No.344-2016 be and the same is hereby rescinded in its entirety;

AND, BE IT FURTHER

RESOLVED, that the following fees for the Town Park at Lido, Lido Beach, N.Y. be and the same are hereby established:

PICNIC - GROUP RESERVATION

50-100 People	\$165.00
101-150 People	\$ 231.00
151-250 People	\$ 330.00
251-350 People	\$ 467.50
351-500 People	\$ 638.00
501-700 People	\$ 825.00
701 & up	\$ 990.00

VEHICLE ENTRANCE FEE

Daily - Town of Hempstead Resident	\$ 10.00
Daily - Town of Hempstead Non-Resident	\$ 20.00
Daily - Town of Hempstead Non-Resident (Walk -ins)	\$ 10.00
Bus-Daily (profit making organizations including suburban type vehicles)	\$110.00
Bus-Daily (non-profit making organizations including suburban type vehicles)	\$ 55.00
Daily Bus Non- Town of Hempstead Resident	\$ 220.00
Weekend/Holiday Pool Fees	\$ 7.50
Weekend Senior Citizen/ Handicap/Aux.Pol./Vol.Fire-Ambul Veteran/Active Military/Children 5-9 yrs. of age	\$ 3.75
Non-profit Group Discount- 30%	

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

45

Case #

28598

Adopted:

offered the following resolution and moved its adoption as follows:

RESOLUTION RESCINDING RESOLUTION NO. 345-2016 TO ESTABLISH CERTAIN FEES FOR THE TOWN PARK @ SANDS, AREA "D", LIDO BEACH, N.Y.

WHEREAS, this Town Board adopted Resolution No. 345-2016 on March 8, 2016; and

WHEREAS, the Commissioner of the Department of Parks and Recreation has recommended that certain fees be established for the facilities at the Town Park @ Sands, Area "D" and this Town Board deems that the said fees are reasonable and in the public interest;

NOW, THEREFORE, BE IT

RESOLVED, that Town Board Resolution No. 345-2016 be and the same is hereby rescinded in its entirety; and

BE IT FURTHER

RESOLVED, that the following fees for Town Park @ Sands, Area "D", be and the same are hereby established:

ENTRANCE FEES

Daily - Town of Hempstead Resident	\$ 10.00
Daily - Town of Hempstead Non-Resident	\$ 25.00
Daily - Town of Hempstead Non-Resident (Walk-In)	\$ 10.00
Discount Book (15 Tickets)	\$ 100.00
Discount Book (15 Tickets) Sen. Citizen/Handicapped/ Aux. Pol./Vol. Fire-Ambul/Veteran/Active Military	\$ 50.00

POOL FEES

Daily Resident	\$ 7.50
Daily - Senior Citizen/Handicapped/Auxiliary Police/ Vol. Fire-Ambul/Veteran/Active Military Children 5-9 yrs. of age	\$ 3.75

Picnic Permit Fees

Resident- up to 25 people @ \$66.00
Non-Resident- up to 25 people @ \$132.00

Bus Entrance Fees (Including Suburban type vehicles)

Daily Town of Hempstead Profit-Making Organizations	\$110.00
Daily Town of Hempstead Non-Profit-Making Organizations	\$ 55.00
Daily Non-Town of Hempstead Resident Organizations	\$220.00

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 46

Case # 28598

CASE NO.

RESOLUTION NO.

Adopted:

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

RESOLUTION RESCINDING RESOLUTION NO. 346-2016 TO ESTABLISH FEES FOR THE FACILITIES AT TOWN PARK @ POINT LOOKOUT, POINT LOOKOUT, N.Y.

WHEREAS, this Town Board adopted Resolution No. 346-2016 on March 8, 2016; and

WHEREAS, the Commissioner of the Department of Parks and Recreation has recommended that certain fees be established for Town Park @ Point Lookout, and this Town Board deems that the said fees are reasonable and in the public interest;

NOW, THEREFORE, BE IT

RESOLVED, that Town Board Resolution No. 346-2016 be and the same is hereby rescinded in its entirety; and

BE IT FURTHER

RESOLVED, that the following fees for Town Park @ Point Lookout be and the same are hereby established:

EAST BATHHOUSE LOCKERS

Season Locker Permits	\$ 39.50
Season Locker Permits Sen. Citizen/Handicapped/Aux.Pol./ Vol. Fire-Ambul./Veteran/Active Military	\$ 19.75
Daily - Locker and Shower	\$ 4.50
Daily - Locker and Shower Sen. Citizen/Handicapped/Aux.Pol./ Vol. Fire-Ambul/Veteran/Active Military	\$ 2.25
Daily - Dressing Room and Shower Facilities No Lockers	\$ 3.50
Daily - Dressing Room and Shower Facilities No Lockers Senior Citizen/Handicapped/Aux. Pol./ Vol. Fire-Ambul/Veteran/Active Military	\$ 1.75
Season Storage Privileges (obtainable only with season locker permit)	\$ 15.50
Season Storage Privileges (obtainable only with season locker permit) Senior Citizen/Handicapped/Aux.Pol./ Vol. Fire-Ambul/Veteran/Active Military	\$7.75

VEHICLE ENTRANCE FEE

Discount Book (15 Tickets)	\$ 100.00
Discount Book (15 Tickets) Sen. Citizen/Handicapped Aux. Pol./Vol. Fire-Ambul/Veteran/Active Military	\$ 50.00
Daily - Town of Hempstead Resident	\$ 10.00
Daily - Non-Town of Hempstead Resident	\$ 25.00
Daily Town of Hempstead Non-Resident (walk in)	\$ 10.00
Daily - Bus - Profit-making organizations including suburban-type vehicles	\$ 110.00
Daily - Bus - Non-profit-making organizations including suburban-type vehicles	\$ 55.00
Daily - Bus - Non-Town of Hempstead Resident	\$220.00
One (1) additional vehicle entrance permit-cabana family only	\$220.00

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 47

Case # 28598

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING THE REIMBURSEMENT OF
TRANSPORTATION COSTS INCURRED BY EMPLOYEES
ATTENDING COMPUTER TRAINING COURSES AUTHORIZED
BY RESOLUTION NO. 1704-2017.**

WHEREAS, pursuant to Resolution No.1704-2017, the Town Board of the Town of Hempstead (the "Town") authorized offsite computer training courses for certain Town employees; and

WHEREAS, the Commissioner of Information and Technology (the "Commissioner") has recommended that it is in the best interest of the Town to reimburse any employee who has been approved to attend the computer training courses for incurred transportation costs; and

WHEREAS, consistent with the Commissioner's recommendation, this Board wishes to authorize the reimbursement of transportation costs incurred by any employee who approved to attend the computer training courses.

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board authorizes the Comptroller to reimburse any employees approved to attend the training courses specified in Resolution No. 1704-2017; and be it further

RESOLVED, that the Comptroller is authorized and directed to make payment, upon satisfactory proof that the employee attended the computer training courses, from the Department of Information and Technology account 010-001-1680-4040 in an aggregate amount not to exceed \$1,800.00.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

48

Case #

11379

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING THE RENEWAL OF AN AGREEMENT
CONTRACT WITH IRON MOUNTAIN, INC. FOR THE OFFSITE
STORAGE OF BACKUP MEDIA.**

WHEREAS, the Town of Hempstead (the "Town") had an agreement with Iron Mountain, Inc., 1 Federal Street, Boston, MA 02110, for the offsite storage of backup media for the Town of Hempstead (the "Maintenance Agreement"); and

WHEREAS, the Maintenance Agreement expired on September 30, 2017; and

WHEREAS, the Town requires the continued storage of the Town's backup media (the "Services"); and

WHEREAS, the Commissioner of Information & Technology (the "Commissioner") has recommended that it is in the best interest of the Town to renew and continue using the Maintenance Agreement with Iron Mountain, Inc. for an additional period of 2 years commencing on September 30, 2019; and

WHEREAS, this Board wishes to authorize the renewal and use of the Maintenance Agreement between the Town and Iron Mountain for the Services for an additional period of 2 years commencing on September 30, 2019.

NOW, THEREFORE, BE IT

RESOLVED, that the renewal of the Maintenance Agreement 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 Iron Mountain, Inc., 1 Federal Street, Boston, MA 02110 to provide the Services; and be it further

RESOLVED, that the Comptroller is authorized and directed to make monthly payments from the Department of Information and Technology account 010-001-1680-4030 in an amount not to exceed \$10,275.12.

The foregoing resolution was adopted upon roll call as follows:

AYES:
NOES:

Item #

49

Case #

14301

RESOLUTION AUTHORIZING THE OFFICE OF THE TOWN ATTORNEY TO RETAIN
FREDERICK P. CLARK & ASSOCIATES INC. TO DETERMINE THE FEASIBILITY OF
CERTAIN POTENTIAL MUNICIPAL USES OF THE WOODMERE GOLF CLUB

Item # 5.0

Case # 23126

CASE NO.

RESOLUTION NO.

Adopted:

offered the following
resolution and moved its adoption:

RESOLUTION RATIFYING AND CONFIRMING THE
PAYMENT OF MEMBERSHIP DUES TO THE
NASSAU SUFFOLK TOWN CLERK'S ASSOCIATION
FOR THE PERIOD JULY 1, 2018 THROUGH
JUNE 30, 2019

WHEREAS, the dues for membership in the Nassau
Suffolk Town Clerk's Association for the year commencing July 1,
2018 and ending June 30, 2019 are \$50.00; and

WHEREAS, it is deemed advantageous to the Town
and in the public interest to continue membership in said
Association;

NOW, THEREFORE, BE IT

RESOLVED, that the Town Clerk is hereby
authorized to retain membership in the Nassau Suffolk Town
Clerk's Association, c/o Town Clerk Wayne Wink, Town of North
Hempstead, P.O. Box 3000, 200 Plandome Road, Manhasset, New
York 11033; and

BE IT FURTHER

RESOLVED, that the said sum shall be a charge
against and paid out of the Office of the Town Clerk Account No.
#010-001-1410-4040.

The foregoing resolution was adopted upon roll call
as follows:

AYES:

NOES:

Item #

51

Case #

6892

CASE NO.

RESOLUTION NO.

Adopted:

resolution and moved its adoption: offered the following

RESOLUTION RATIFYING AND CONFIRMING THE PAYMENT OF MEMBERSHIP DUES TO THE NEW YORK STATE TOWN CLERK'S ASSOCIATION FOR THE PERIOD JULY 1, 2018 THROUGH JUNE 30, 2019

WHEREAS, the dues for membership in the New York State Town Clerk's Association for the year commencing July 1, 2018 and ending June 30, 2019 are \$75.00; and

WHEREAS, it is deemed advantageous to the Town and in the public interest to continue membership in said Association;

NOW, THEREFORE, BE IT

RESOLVED, that the Town Clerk is hereby authorized to retain membership in the New York State Town Clerk's Association, c/o Allison Dispense, RMC, NYSTCA Membership Chair, Town of Pomfret Town Clerk, 9 Day Street, Fredonia, New York 14063; and

BE IT FURTHER

RESOLVED, that the said sum shall be a charge against and paid out of the Office of the Town Clerk Account No. #010-001-1410-4040.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

52

Case #

6892

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

**RESOLUTION RESCINDING TOWN BOARD RESOLUTION
639-2018 REGARDING GILLEN V. TOWN OF HEMPSTEAD,
ET AL.**

WHEREAS, Laura A. Gillen commenced a hybrid Article 78 proceeding and a CPLR 3001 declaratory judgment action against the Town of Hempstead Town Board and other persons and entities; and

WHEREAS, Rosenberg Calica & Birney LLP was retained to represent the Town of Hempstead Town Board under Town Board Resolution 879-2018 on June 19, 2018; and

WHEREAS, there is no longer need of the attorneys retained under Town Board Resolution 639-2018;

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board hereby rescinds Town Board Resolution 639-2018, such that claims filed pursuant to those resolutions shall only be paid for actual work done prior to the adoption of this resolution.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

53

Case #

27490

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

**RESOLUTION RESCINDING TOWN BOARD RESOLUTIONS
637-2018, 638-2018, 653-2018, AND 654-2018 REGARDING
GILLEN V. TOWN OF HEMPSTEAD, ET AL.**

WHEREAS, Laura A. Gillen commenced a hybrid Article 78 proceeding and a CPLR 3001 declaratory judgment action against the Town of Hempstead Town Board and other persons and entities; and

WHEREAS, Rosenberg Calica & Birney LLP was retained to represent the Town of Hempstead Town Board under Town Board Resolution 879-2018 on June 19, 2018; and

WHEREAS, there is no longer need of the attorneys retained under Town Board Resolutions 637-2018, 638-2018, 653-2018, and 654-2018;

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board hereby rescinds Town Board Resolutions 637-2018, 638-2018, 653-2018, and 654-2018, such that claims filed pursuant to those resolutions shall only be paid for actual work done prior to the adoption of this resolution.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

54

Case #

27496

CASE NO.

RESOLUTION NO.

ADOPTED:

Council(wo)man

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE TOWN OF
HEMPSTEAD TO RETAIN CAMERON ENGINEERING
ASSOCIATES, LLP FOR TRANSIT ORIENTED
DEVELOPMENT (TOD) ZONING ANALYSIS & STUDY IN
INWOOD AND LAWRENCE, NY

WHEREAS, The Town of Hempstead is considering an amendment to its Building Zone Ordinance to enable the creation of Transit Oriented (TO) Zoning District in the vicinity of the Inwood and Lawrence Long Island Railroad (LIRR) stations.; and

WHEREAS the Town deems it desirable and necessary to obtain the services of a consulting engineer for these purposes; and

WHEREAS, the Consultant, Cameron Engineering Associates, LLP, 177 Crossways Park Drive, Woodbury, NY 11797 is a company adequately staffed, skilled and experienced in the type of work proposed, and are staffed with personnel who are duly licensed and qualified under the laws of the State of New York; and

WHEREAS, Cameron Engineering Associates, LLP has submitted a proposal to the Town of Hempstead to perform said services for a lump sum payment in the amount of \$95,750.00;

NOW

THEREFORE, BE IT

RESOLVED, that the Supervisor is hereby authorized to execute, on behalf of the Town of Hempstead, the above referred to Agreement with Cameron Engineering Associates, LLP, 177 Crossways Park Drive, Woodbury, NY 11797, for the above described project(s) for a sum not to exceed \$95,750.00 (Ninety Five Thousand Seven Hundred Fifty Dollars)

BE IT FURTHER

RESOLVED, that all fees paid in conjunction with this Agreement shall be paid from the Town of Hempstead General Fund Account Number: 010-012-9000-4151

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

55

Case #

29470



CAMERON ENGINEERING & ASSOCIATES, L.L.P.

177 Crossways Park Drive Woodbury, NY 11797 (516) 827-4900
45 West 36th Street, Third Floor New York, NY 10018 (212) 324-4000
363 Old Tarrytown Road, 1st Floor White Plains, NY 10603 (914) 721-8300

Active Member of **ACEC New York**
American Council of Engineering and Computing Professionals

Managing Partner
John D. Cameron, Jr., P.E.

Senior Partner
Joseph R. Amato, P.E.

Partners / Principals
Mark Wagner, CEP
Janice Ijima, P.E., AICP, CFP
Nicholas A. Kumbatovic, P.E.
Kevin M. McAndrew, R.L.A.
Michael J. Hults, P.E.

Senior Associates
Glenn DeSimone, P.E., CPE
Andrew L. Narus, P.E.

Associates
Michael A. De Giglio, R.L.A.
Richard J. Zapolski, Jr., P.E.

March 6, 2018

Councilman Bruce A. Blakeman
Deputy Supervisor
Town of Hempstead
One Washington Street
Hempstead, NY 11550

Re: Transit Oriented Development (TOD) Zoning Analysis & Study
Inwood, NY
Proposal for Planning Services
CP 9706

Dear Councilman Blakeman:

In accordance with your request and subsequent to our recent meeting, Cameron Engineering & Associates, LLP respectfully submits our Planning Services Proposal to prepare a Transit Oriented Development (TOD) Zoning Analysis & Study for the referenced project. Below is a brief description of our understanding of the project, our proposed Scope of Services, and our Fee for the work to be performed.

I. PROJECT DESCRIPTION

The Town of Hempstead is considering an amendment to its Building Zone Ordinance to enable the creation of Transit Oriented (TO) Zoning District in the vicinity of the Inwood and Lawrence Long Island Railroad (LIRR) stations. An initial zoning analysis, build-out analysis and market analysis study will be prepared to assist the Town in determining the various zoning approaches and zoning elements that should be included in any future TOD ordinance in the vicinity of the studied locations. An aerial depiction of the general vicinities to be included in this analysis is attached.

Subsequent to the completion of the Zoning Analysis and Study, our office will prepare a separate proposal for the drafting of new TOD code language and SEQRA analysis. The deliverables associated with the Zoning Analysis & Study would be utilized as the basis for drafting the TOD code as well as documentation within the SEQRA process.

II. SCOPE OF SERVICES

The specific Planning Services to implement the Project Description under this Proposal are as follows:

- A. Refinement of Target Study Areas - The preliminary study area map is attached to this proposal. Subject to the study area reconnaissance/site visits performed by our staff and subsequent coordination with representatives from the Town, it is anticipated that there may be refinement of the target area(s) to ensure that the study area encompasses the area that would benefit the most from future TOD zoning regulations. An option to be considered for this task would be to include civic group representatives and key stakeholders in a walking tour of the target study areas.

"Celebrating Over 30 Years of Excellence in Planning and Engineering"

www.cameronengineering.com

- B. Perform an Existing Conditions Analysis - This analysis would include a high-level review of the following neighborhood elements of each study area:
 - a. Characteristics and capacity of existing infrastructure - roads and sidewalks, vehicular and pedestrian activity, LIRR schedule, bus routes, sewers, utilities, etc.
 - b. Existing zoning regulations – review allowable uses, densities, setback, building heights, etc.
 - c. Community character -- land use mix, institutional facilities (schools, community center), emergency services
- C. Prepare a Market Demand Study - to be prepared by 4 Ward Planning as a sub-consultant to our office:
 - a. Review of existing development in the study areas to inform an I/L Analysis (improvement-to-land value analysis), socio-economic analysis, labor and industry analysis, housing demand, employment trends, and identification of human infrastructure deficiencies (e.g. – health, education and nutrition) . This analysis will also include interviews with local employers in the study areas.
 - b. Conduct a Real Estate Analysis that will include a trends analysis, supply-demand analysis, financial feasibility analysis, and a fiscal impact analysis associated with development.
- D. Perform a Build-out Analysis - Based on the Market Demand Study propose an optimal mix of building and land use characteristics for each of the study areas. Elements that will be analyzed include building heights/footprints, open space, pedestrian facilities, proposed land uses, and general impacts to existing infrastructure. A plan-view illustration and overall development tabulation identifying the proposed build-out scenario for each study area will be created to utilize during the public meetings described below. Additionally, one (1) 3-D aerial perspective for a portion of each Study Area will be prepared to be used at the public meetings. It is anticipated that within each Study Area that there will be transitional zones of varying density, land use types, etc.
- E. Community Outreach Meetings -Preparation for and attendance at two public meetings, including preparation of PowerPoint presentations, maps, presentation boards, etc.
 - a. There will be two public meetings (location to be determined) – we are recommending one meeting subsequent to Existing Conditions Analysis and the second meeting at the time of a Draft Study report.
 - b. These meetings will be charrette-style open house meetings that will enable the public to provide input on what they would like to see in each of the studied areas.
- F. Prepare a Study Report that outlines the findings of the Existing Conditions Analysis, Market Demand Study, Initial Build-Out Analysis, and input from the public meetings. This study will present recommendations the Town may consider when designing the TOD ordinances. Recommendations may include utilizing a form-based code, overlay district, dedicated fees for infrastructure upgrades/streetscape, and incentive bonuses to achieve the desired outcomes.

G. Timeline. This study can be completed over a 5-6 month time period.

III. ADDITIONAL SERVICES

With prior written authorization, we would provide any of the following additional services:

- A. Preparation of alternative build-out scenarios, preparation of TOD Zoning Code language, preparation of 3-D renderings beyond specified, attendance at additional public meetings, etc.
- B. Preparation of SEQRA documents and specialized studies such as air quality analysis, noise analysis, economic projections, archaeological studies, environmental site assessments, pavement cores, soil borings, traffic study, detailed engineering assessment of infrastructure, field tests, traffic counts, field measurements, etc.

IV. FEES AND PAYMENTS

- A. For the Project Description and Scope of Services Items II.A and II.F (Zoning Analysis & Study) set forth herein, the Planning Fee would be performed for a lump sum basis for the amount of \$95,750.
- B. Reimbursable expenses are in addition to the fee for Professional Services. Items such as plotting and photocopying, messenger service, express mail, and other minor administrative expenses shall be reimbursable as a separate cost. We suggest budgeting \$3,500 for reimbursable expenses.
- C. Permitting, expediting, filing and filing fees shall be the responsibility of the owner. Site safety, supervision, direction, and construction means and methods, and techniques shall be the sole responsibility of the Contractors.
- D. Additional Services shall be authorized before the work commences. The Fee would be either a lump sum or performed on a time card (hourly rate) basis, as agreed, and billed monthly, as follows:
 - 1. Lump Sum Basis: Percent of Completion
 - 2. Time Card Basis: Principal and technical staff time would be performed hourly in accordance with our Billing Rate Schedule in effect at the time the work is performed.
- E. Invoices shall be submitted regularly, covering the basic and additional work services performed and for reimbursable expenses incurred during that period. Client shall pay all costs for collection of fees including interest and reasonable attorney costs. Payment is due within 30 days of invoicing.

CAMERON ENGINEERING

*Councilman Bruce A. Blakeman, Deputy Supervisor
Proposal for Planning Services for TOD Zoning Analysis (CP9706)*

*March 6, 2018
Page 4 of 4*

V. CONTRACT AUTHORIZATION

This letter, and the attachment noted below, represents the entire Proposal. In order to initiate this contract, please forward your standard form of authorization for professional services.

We thank you for requesting this Proposal and appreciate the opportunity to work with you on this project. Should you have any questions, or wish to discuss any item in greater detail, please do not hesitate to contact me at (516) 224-5265.

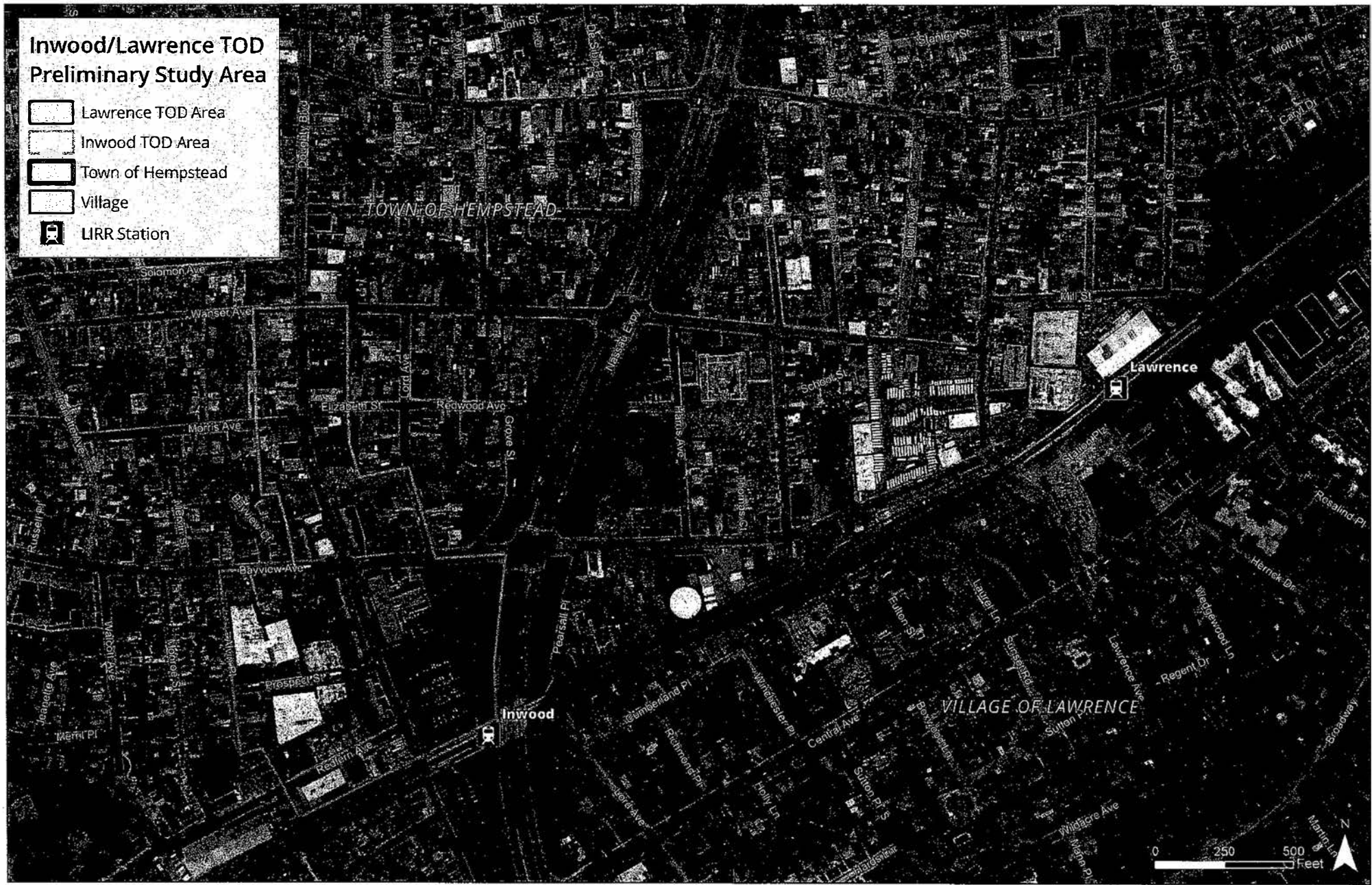
Very truly yours,



Kevin McAndrew, RLA LEED AP
Partner

Att: Preliminary Study Area

KMM/cb-lll



CASE NO.

RESOLUTION NO.

ADOPTED:

Council(wo)man

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE TOWN OF
HEMPSTEAD TO RETAIN CAMERON ENGINEERING
ASSOCIATES, LLP FOR REAL ESTATE INVESTMENT
AND REVITALIZATION STUDIES IN FRANKLIN
SQUARE, NY

WHEREAS, The Town of Hempstead is considering an amendment to its Building Zone Ordinance to facilitate real estate investment and revitalization efforts in the hamlet of Franklin Square; and

WHEREAS the Town deems it desirable and necessary to obtain the services of a consulting engineer for these purposes; and

WHEREAS, the Consultant, Cameron Engineering Associates, LLP, 177 Crossways Park Drive, Woodbury, NY 11797 is a company adequately staffed, skilled and experienced in the type of work proposed, and are staffed with personnel who are duly licensed and qualified under the laws of the State of New York; and

WHEREAS, Cameron Engineering Associates, LLP has submitted a proposal to the Town of Hempstead to perform said services for a lump sum payment in the amount of \$66,750.00;

NOW

THEREFORE, BE IT

RESOLVED, that the Supervisor is hereby authorized to execute, on behalf of the Town of Hempstead, the above referred to Agreement with Cameron Engineering Associates, LLP, 177 Crossways Park Drive, Woodbury, NY 11797, for the above described project(s) for a sum not to exceed \$66,750.00 (Sixty Six Thousand Seven Hundred Fifty Dollars)

BE IT FURTHER

RESOLVED, that all fees paid in conjunction with this Agreement shall be paid from the Town of Hempstead General Fund Account Number: 010-012-9000-4151

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

56

Case #

29470



CAMERON ENGINEERING & ASSOCIATES, L.L.P.

177 Crossways Park Drive Woodbury, NY 11797 (516) 827-4900
45 West 30th Street, Third Floor New York, NY 10018 (212) 324-1000
303 Old Tarrytown Road, 1st Floor White Plains, NY 10603 (914) 721-8300

Active Member of 

Managing Partner
John D. Cameron, Jr., P.E.

Senior Partner
Joseph R. Amato, P.E.

Partners / Principals
Mark Wagner, CEP
Janice Iijima, P.E., AICP CEP
Nicholas A. Kumbatovic, P.E.
Kevin M. McAndrew, R.L.A.
Michael J. Fuhs, P.E.

Senior Associates
Glen DeSimone, P.E., CPE
Andrew L. Naris, P.E.

Associates
Michael A. De Giglio, R.L.A.
Richard J. Zapolski, Jr., P.E.

June 1, 2018

Councilman Bruce A. Blakeman
Deputy Supervisor
Town of Hempstead
One Washington Street
Hempstead, NY 11550

Re: Franklin Square Revitalization Study
Franklin Square, NY
Proposal for Planning Services
CP 9765

Dear Councilman Blakeman:

In accordance with your request and subsequent to our recent meetings, Cameron Engineering & Associates, LLP respectfully submits our Planning Services Proposal to prepare a Revitalization Study for the referenced project. Below is a brief description of our understanding of the project, our proposed Scope of Services, and our Fee for the work to be performed.

I. PROJECT DESCRIPTION

The Town of Hempstead is considering an amendment to its Building Zone Ordinance to facilitate real estate investment and revitalization efforts in the hamlet of Franklin Square. An initial zoning analysis, build-out analysis and market analysis study will be prepared to assist the Town in determining the various zoning approaches and zoning elements that should be included in any future ordinance in the vicinity of the study location. An aerial depiction of the general focus area to be included in this analysis is attached.

Subsequent to the completion of the Zoning Analysis and Study, our office will prepare a separate proposal for the drafting of new code language and SEQRA analysis. The deliverables associated with the Revitalization Study would be utilized as the basis for drafting a new or updated code as well as documentation within the SEQRA process.

II. SCOPE OF SERVICES

The specific Planning Services to implement the Project Description under this Proposal are as follows:

- A. Refinement of Target Study Area - The preliminary study area map is attached to this proposal. Subject to the study area reconnaissance/site visits performed by our staff and subsequent coordination with representatives from the Town, it is anticipated that there may be refinement of the target area to ensure that the study area encompasses the area that would benefit the most from future zoning amendment. An option to be considered for this task would be to include key stakeholders in a walking tour of the target study area.

"Celebrating Over 30 Years of Excellence in Planning and Engineering"

www.cameronengineering.com

- B. Perform an Existing Conditions Analysis - This analysis would include a high-level review of the following built-environment elements of the study area:
1. Characteristics and capacity of existing infrastructure - roads and sidewalks, parking vehicular and pedestrian activity, bus routes, sewers, utilities, etc.
 2. Existing zoning regulations – review allowable uses, densities, setback, building heights, etc.
 3. Community character – land use mix, institutional facilities (post office, schools, community center), emergency services.
- C. Prepare Market Analysis, Financial Feasibility & Fiscal Impact Analysis (to be prepared by 4Ward Planning as a sub-consultant to our office):

1. Market Analysis

4ward Planning will utilize quantitative and qualitative techniques to identify demand and supply trends within the study area and the surrounding area. This includes evaluating socio-economic, labor and industry and real estate trends to determine what, if any, unmet demand exists for a variety of real estate assets and businesses retail (inclusive of dining establishments), commercial office, residential and entertainment uses. Quantitative techniques will be based on a review and analysis of U.S. Census based data, supplemented with third party data sets and secondary research (private real estate trend reports). Qualitative analysis will involve interviews, as authorized by the Town, with knowledgeable local area real estate professionals (e.g., brokers and developers).

Findings from the market analysis will identify the type of unmet demand (retail, office, residential and entertainment), the amount (e.g., dwelling units and commercial square footage) and projected rental rates and price points associated with space occupancy. These findings will serve as the basis for conducting the financial feasibility study.

2. Financial Feasibility

Based on the findings from the market analysis, 4ward Planning will utilize its proprietary development and operating pro forma models to evaluate the financial feasibility of meeting the identified unmet demand for residential, retail, office and entertainment uses. Development and operating pro forma will utilize germane construction, design and financing costs; land acquisition and demolition cost assumptions; annual and/or monthly lease rates; annual operating expenses; annual real property tax rates; and assumed infrastructure improvement costs (e.g., surface or structured parking, sewer capacity upgrades, etc.).

The financial feasibility analysis findings will demonstrate if the appropriate return rates (e.g., Return on Equity (ROE) and internal rate of return (IRR)) will, likely, be sufficient to entice one or more private developers. These findings will also help guide recommended zoning requirements (e.g., density, bulk and parking ratios, in particular).

3. Fiscal Impact Analysis

Based on a preferred build-out scenario which is deemed market supportable and financially feasible, a fiscal impact analysis will be performed to identify estimated project impacts, such as net new population, business workers, public school-age children, business workers, annual real property tax revenues, annual service costs (e.g., police, fire, sanitation, etc.) and any prospective public capital improvement costs.

Findings from the fiscal impact analysis will identify the extent to which the preferred build-out will financially benefit (or not) the Town of Hempstead. To the extent that a negative fiscal impact is identified, recommended changes to the build-out program will be made, such that a positive fiscal impact can be achieved.

- D. Perform a Build-out Analysis - Based on the Market Analysis propose an optimal mix of building and land use characteristics for the study area. Elements that will be analyzed include re-configuration of building massing to Hempstead Turnpike and Franklin Avenue, options for pedestrian crossing, traffic calming, building heights/footprints, open space, pedestrian facilities, proposed land uses, and general impacts to existing infrastructure. A plan-view illustration and overall development tabulation identifying the proposed build-out scenario for the study area will be created to utilize during the public meetings described below. Additionally, two (2) 3-D aerial perspectives for the Study Area will be prepared to be used at the public meetings.
- E. Community Outreach Meetings -Preparation for and attendance at two public meetings, including preparation of PowerPoint presentations, maps, presentation boards, etc.
 - 1. There will be two public meetings (location to be determined) – we are recommending one meeting subsequent to Existing Conditions Analysis and the second meeting at the time of a Draft Study report.
 - 2. These meetings will be charrette-style open house meetings that will enable the public to provide input on what they would like to see in each of the studied areas.
- F. Prepare a Study Report that outlines the findings of the Existing Conditions Analysis, Market Demand Analysis, Initial Build-Out Analysis, Fiscal Impact Analysis and input from the public meetings. This study will present recommendations the Town may consider when advancing with updated zoning. Recommendations may include utilizing a form-based code, overlay district, dedicated fees for infrastructure upgrades/streetscape, and incentive bonuses to achieve the desired outcomes.
- G. Timeline. This study can be completed over a 3-4 month time period.

III. ADDITIONAL SERVICES

With prior written authorization, we would provide any of the following additional services:

- A. Preparation of alternative build-out scenarios, preparation of TOD Zoning Code language, preparation of 3-D renderings beyond specified, attendance at additional public meetings, etc.
- B. Preparation of SEQRA documents and specialized studies such as air quality analysis, noise analysis, economic projections, archaeological studies, environmental site assessments, pavement cores, soil borings, traffic study, detailed engineering assessment of infrastructure, field tests, traffic counts, field measurements, etc.

IV. FEES AND PAYMENTS

- A. For the Project Description and Scope of Services Items II.A through II.F (Revitalization Study) set forth herein, the Planning Fee would be performed for a lump sum basis for the amount of \$66,750.
- B. Reimbursable expenses are in addition to the fee for Professional Services. Items such as plotting and photocopying, messenger service, express mail, and other minor administrative expenses shall be reimbursable as a separate cost. We suggest budgeting \$1,750 for reimbursable expenses.
- C. Permitting, expediting, filing and filing fees shall be the responsibility of the owner. Site safety, supervision, direction, and construction means and methods, and techniques shall be the sole responsibility of the Contractors.
- D. Additional Services shall be authorized before the work commences. The Fee would be either a lump sum or performed on a time card (hourly rate) basis, as agreed, and billed monthly, as follows:
 - 1. Lump Sum Basis: Percent of Completion
 - 2. Time Card Basis: Principal and technical staff time would be performed hourly in accordance with our Billing Rate Schedule in effect at the time the work is performed.
- E. Invoices shall be submitted regularly, covering the basic and additional work services performed and for reimbursable expenses incurred during that period. Client shall pay all costs for collection of fees including interest and reasonable attorney costs. Payment is due within 30 days of invoicing.

CAMERON ENGINEERING

*Councilman Bruce A. Blakeman, Deputy Supervisor
Proposal for Planning Services for Franklin Square Revitalization (CP9765)*

*June 1, 2018
Page 5 of 5*

V. CONTRACT AUTHORIZATION

This letter, and the attachment noted below, represents the entire Proposal. In order to initiate this contract, please forward your standard form of authorization for professional services.

We thank you for requesting this Proposal and appreciate the opportunity to work with you on this project. Should you have any questions, or wish to discuss any item in greater detail, please do not hesitate to contact me at (516) 224-5265.

Very truly yours,



Kevin McAndrew, RLA LEED AP
Partner

Att: Study Limits

KMM/lb

FRANKLIN SQUARE. STUDY LIMITS

Google Maps



ps/c/1991/316/00806/m/13078
exhibit to CP 9765

Amending Resolution No. 19-2018 Re: Various offices, positions & occupations in the Town Government of the Town of Hempstead

com # 52
7

CASE NO. 29947

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION CALLING A PUBLIC HEARING ON A PROPOSED LOCAL LAW TO AMEND CHAPTER 202 OF THE CODE OF THE TOWN OF HEMPSTEAD TO INCLUDE AND REPEAL "REGULATIONS & RESTRICTIONS" TO LIMIT PARKING AT VARIOUS LOCATIONS.

WHEREAS, the Town Board of the Town of Hempstead is empowered to enact and amend local laws pursuant to Article 9 of the New York State Constitution, the provisions of the Town Law and the Municipal Home Rule Law, both as amended; and

WHEREAS, it appears to be in the public interest to consider the enactment of a local law amending Chapter 202 of the Code of the Town of Hempstead entitled "REGULATIONS & RESTRICTIONS" to limit parking at various locations; and

WHEREAS, has introduced a proposed local law known as Intro. No. 60-2018, Print No. 1 to amend the said Chapter 202 of the Code of the Town of Hempstead to include and repeal "REGULATIONS & RESTRICTIONS" to limit parking at various locations; NOW, THEREFORE, BE IT

RESOLVED, that a public hearing be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York on August 7, 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. 60-2018, Print No. 1, to amend Chapter 202 of the Code of the Town of Hempstead to include and repeal "REGULATIONS & RESTRICTIONS" to limit parking at various locations; and, BE IT FURTHER

RESOLVED, that the Town Clerk shall give notice of such hearing by the publication thereof in a newspaper of general circulation in the Town of Hempstead and by the posting of such notice on the Bulletin Board maintained for such purpose in the Town Hall not less than three nor more than thirty days prior to the date of such hearing.

The foregoing resolution was adopted upon roll call as follows:

AYES: ()

NOES: ()

Item # 58

Case # 29947

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that pursuant to Article 9 of the New York State Constitution, the provisions of the Town Law and Municipal Home Rule of the State of New York, both as amended, a public hearing will be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, on the 7th day of August, 2018, at 10:30 o'clock in the forenoon of that day to consider the enactment of a local law to amend Chapter 202 of the code of the Town of Hempstead to INCLUDE AND REPEAL "REGULATIONS AND RESTRICTIONS" to limit parking at the following locations:

ELMONT
Section 202-19 WELLINGTON ROAD (TH 221/18) East Side -
NO PARKING 10AM TO 4PM EXCEPT WITH PERMIT
- starting at the north curbline of
106th Avenue north for 298 feet.

WELLINGTON ROAD (TH 221/18) East Side -
NO PARKING 10AM TO 4PM EXCEPT WITH PERMIT
- starting at the south curbline of
Hempstead Tpke. south for 421 feet.

(NR) ISLAND PARK
Section 202-28 VANDERBILT AVENUE (TH 196/18) South Side
- THREE HOUR PARKING 9AM - 5PM MONDAY
THROUGH FRIDAY - starting at a point
186 feet east of the east curbline of
Austin Blvd. east for a distance of
40 feet.

VANDERBILT AVENUE (TH 196/18) South Side
- THREE HOUR PARKING 9AM - 5PM MONDAY
THROUGH FRIDAY - starting at a point
226 feet east of the east curbline of
Austin Blvd. east for a distance of
27 feet.

MERRICK
Section 202-11 COMMONWEALTH AVENUE (TH 207/18) North
Side - FOUR HOUR PARKING 8AM TO 4PM
EXCEPT SATURDAYS, SUNDAYS, AND HOLIDAYS -
starting at a point 115 feet west of the
west curbline of Brooklyn Avenue west for
a distance of 362 feet.

COMMONWEALTH AVENUE (TH 207/18) North
Side - TWO HOUR PARKING 7AM TO 7PM EXCEPT
SATURDAYS, SUNDAYS, AND HOLIDAYS -
starting at a point 477 feet west of the
west curbline of Brooklyn Avenue west for
a distance of 72 feet.

COMMONWEALTH AVENUE (TH 207/18) North Side - FOUR HOUR PARKING 8AM TO 4PM EXCEPT SATURDAYS, SUNDAYS, AND HOLIDAYS - starting at a point 549 feet west of the west curblineline of Brooklyn Avenue west for a distance of 108 feet.

ROOSEVELT
Section 202-6

DAVIS STREET (TH 192/18) South Side - NO PARKING 7AM TO 7PM - starting at a point 60 feet east of the east curblineline of Nassau Road then east for a distance of 64 feet.

DAVIS STREET (TH 192/18) South Side - NO STOPPING HERE TO CORNER - starting at the east curblineline of Nassau Road east for a distance of 60 feet.

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

ELMONT
Section 202-19

WELLINGTON ROAD (TH 652/82) East Side - NO PARKING 10AM - 4PM - starting at the south curblineline of Hempstead Turnpike south to the north curblineline of 106th Avenue. (Adopted 1/25/83)

WELLINGTON ROAD East Side - NO PARKING 10AM - 4PM EXCEPT WITH PERMIT - from the south curblineline of Hempstead Turnpike south to the north curblineline of 106th Avenue. (Adopted 7/8/03)

(NR) ISLAND PARK
Section 202-28

VANDERBILT AVENUE (TH 729/05) South Side - THREE HOUR PARKING 9AM TO 5PM MONDAY THROUGH FRIDAY - starting at a point 186 feet east of the east curblineline of Austin Boulevard east for a distance of 110 feet. (Adopted 6/6/06)

MERRICK
Section 202-11

COMMONWEALTH AVENUE (TH 76/86) North Side - FOUR HOUR PARKING 8AM TO 4PM EXCEPT SATURDAYS, SUNDAYS, AND HOLIDAYS - starting at a point 108 feet west of the west curblineline of Brooklyn Avenue west for a distance of 533 feet. (Adopted 4/28/87)

WOODMERE
Section 202-17

LONGACRE AVENUE (TH 636/84) East Side - NO PARKING 10AM TO 12 NOON THURSDAYS - starting at a point 40 feet north of the north curblineline of West Broadway north to the south curblineline of Knota Road. (Adopted 9/10/85)

LONGACRE AVENUE (636/85) West Side - NO PARKING 10AM TO 12 NOON TUESDAYS - starting at a point 40 feet north of the north curblineline of West Broadway north to the south curblineline of Bryant Street. (Adopted 1/14/86)

ROOSEVELT
Section 202-6

DAVIS STREET (TH 613/73) South Side - NO
PARKING BETWEEN SIGNS 7PM TO 7AM -
starting at the east curblineline of Nassau
Road east for a distance of 230 feet.
(Adopted 5/21/74)

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

Dated: July 3, 2018
Hempstead, New York

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

LAURA A. GILLEN
Supervisor

SYLVIA A. CABANA
Town Clerk

Town of Hempstead

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

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

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

ELMONT
Section 202-19

WELLINGTON ROAD (TH 221/18) East Side – NO PARKING 10AM TO 4PM EXCEPT WITH PERMIT – starting at the north curbline of 106th Avenue north for 298 feet.

WELLINGTON ROAD (TH 221/18) East Side – NO PARKING 10AM TO 4PM EXCEPT WITH PERMIT – starting at the south curbline of Hempstead Tpke. south for 421 feet.

(NR) ISLAND PARK
Section 202-28

VANDERBILT AVENUE (TH 196/18) South Side – THREE HOUR PARKING 9AM – 5PM MONDAY THROUGH FRIDAY – starting at a point 186 feet east of the east curbline of Austin Blvd. east for a distance of 40 feet.

VANDERBILT AVENUE (TH 196/18) South Side – THREE HOUR PARKING 9AM – 5PM MONDAY THROUGH FRIDAY – starting at a point 226 feet east of the east curbline of Austin Blvd. east for a distance of 27 feet.

MERRICK
Section 202-11

COMMONWEALTH AVENUE (TH 207/18) North Side – FOUR HOUR PARKING 8AM TO 4PM EXCEPT SATURDAYS, SUNDAYS, AND HOLIDAYS – starting at a point 115 feet west of the west curbline of Brooklyn Avenue west for a distance of 362 feet.

COMMONWEALTH AVENUE (TH 207/18) North Side – TWO HOUR PARKING 7AM TO 7PM EXCEPT SATURDAYS, SUNDAYS, AND HOLIDAYS – starting at a point 477 feet west of the west curbline of Brooklyn Avenue west for a distance of 72 feet.

COMMONWEALTH AVENUE (TH 207/18) North Side – FOUR HOUR PARKING 8AM TO 4PM EXCEPT SATURDAYS, SUNDAYS, AND HOLIDAYS – starting at a point 549 feet west of the west curbline of Brooklyn Avenue west for a distance of 108 feet.

ROOSEVELT
Section 202-6

DAVIS STREET (TH 192/18) South Side – NO PARKING 7PM TO 7AM – starting at a point 60 feet east of the east curbline of Nassau Road then east for a distance of 64 feet.

DAVIS STREET (TH 192/18) South Side – NO STOPPING HERE TO CORNER – starting at the east curbline of Nassau Road east for a distance of 60 feet.

Section 2. Chapter two hundred and two of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine said Section last amended by local law number thirty seven of two thousand eighteen is hereby amended by repealing therein "REGULATIONS AND RESTRICTIONS" to limit parking at the following locations:

ELMONT
Section 202-19

WELLINGTON ROAD (TH 652/82) East Side – NO PARKING 10AM – 4PM – starting at the south curblane of Hempstead Turnpike south to the north curblane of 106th Avenue. (Adopted 1/25/83)

WELLINGTON ROAD East Side – NO PARKING 10AM – 4PM EXCEPT WITH PERMIT – from the south curblane of Hempstead Turnpike south to the north curblane of 106th Avenue. (Adopted 7/8/03)

(NR) ISLAND PARK
Section 202-28

VANDERBILT AVENUE (TH 729/05) South Side – THREE HOUR PARKING 9AM TO 5PM MONDAY THROUGH FRIDAY – starting at a point 186 feet east of the east curblane of Austin Boulevard east for a distance of 110 feet. (Adopted 6/6/06)

MERRICK
Section 202-11

COMMONWEALTH AVENUE (TH 76/86) North Side – FOUR HOUR PARKING 8AM TO 4PM EXCEPT SATURDAYS, SUNDAYS, AND HOLIDAYS – starting at a point 108 feet west of the west curblane of Brooklyn Avenue west for a distance of 533 feet. (Adopted 4/28/87)

ROOSEVELT
Section 202-6

DAVIS STREET (TH 613/73) South Side – NO PARKING BETWEEN SIGNS 7PM TO 7AM – starting at the east curblane of Nassau Road east for a distance of 230 feet. (Adopted 5/21/74)

WOODMERE
Section 202-17

LONGACRE AVENUE (TH 636/84) East Side – NO PARKING 10AM TO 12 NOON THURSDAYS – starting at a point 40 feet north of the north curblane of West Broadway north to the south curblane of Knota Road. (Adopted 9/10/85)

LONGACRE AVENUE (636/85) West Side – NO PARKING 10AM TO 12 NOON TUESDAYS – starting at a point 40 feet north of the north curblane of West Broadway north to the south curblane of Bryant Street. (Adopted 1/14/86)

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

CASE NO. 29948

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. 61-2018, 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 August 7, 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. 61-2018, 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 # 59
Case # 29948

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that pursuant to Article 9 of the New York State Constitution, the provisions of the Town Law and Municipal Home Rule of the State of New York, both as amended, a public hearing will be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, on the 7th day of August, 2018, at 10:30 o'clock in the forenoon of that day to consider the enactment of a local law to amend Section 202-1 of the code of the Town of Hempstead to INCLUDE and REPEAL "PARKING OR STANDING PROHIBITIONS" at the following locations:

BELLMORE MERRICK ROAD (TH 181/18) South Side -
NO STOPPING ANYTIME - starting at the
east curbline of Centre Avenue east
for a distance of 112 feet.

CEDARHURST BRANCH BLVD (TH 202/18) West Side -
NO STOPPING HERE TO CORNER - from the
south curbline of Redwood Drive south
for a distance of 32 feet.

ELMONT VIRGINIA AVENUE (TH 213/18) East Side
- NO STOPPING HERE TO CORNER -
starting at the south curbline of
Dutch Broadway south for 40 feet.

VIRGINIA AVENUE (TH 213/18) West Side
- NO STOPPING HERE TO CORNER -
starting at the south curbline of
Dutch Broadway south for 46 feet.

LEVITTOWN LORING ROAD (TH 220/18) East Side -
NO STOPPING HERE TO CORNER - starting
at the south curbline of Chimney Lane
south for a distance of 50 feet.

MERRICK ORCHARD STREET (TH 218/18) North Side
- NO STOPPING HERE TO CORNER -
starting at the east curbline of
Merrick Avenue east for a distance of
42 feet.

ROOSEVELT DAVIS STREET (TH192/18) South Side -
NO STOPPING HERE TO CORNER - starting
at the east curbline of Nassau Road
east for a distance of 60 feet.

SEAFORD WIDGEON PLACE (TH 165/18) North Side
- NO STOPPING ANYTIME - starting at
the west curbline of Ocean Avenue
west for a distance of 61 feet.

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

BELLMORE MERRICK ROAD (TH 32/92) South Side -
NO STOPPING HERE TO CORNER - starting
at the east curbline of Centre Avenue
east for a distance of 30 feet.
(Adopted 5/19/92)

LEVITTOWN LORING ROAD (TH 420/74) East Side -
NO STOPPING HERE TO CORNER - starting
at the south curbline of Chimney Lane
south for a distance of 30 feet.
(Adopted 10/22/74)

MERRICK ORCHARD STREET North Side - NO
STOPPING HERE TO CORNER - from the
east curbline of Merrick Avenue east
for a distance of 25 feet.
(Adopted 6/10/58)

SEAFORD WIDGEON PLACE (TH 75/16) North Side -
NO STOPPING ANYTIME - starting at a
point 33 feet west of the west
curbline of Ocean Avenue west for a
distance of 20 feet.
(Adopted 4/12/16)

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

Dated: July 3, 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 eight of two thousand eighteen is hereby amended by including therein "PARKING OR STANDING PROHIBITIONS" at the following locations:

BELLMORE MERRICK ROAD (TH 181/18) South Side – NO STOPPING ANYTIME – starting at the east curbline of Centre Avenue east for a distance of 112 feet.

CEDARHURST BRANCH BLVD (TH 202/18) West Side – NO STOPPING HERE TO CORNER – from the south curbline of Redwood Drive south for a distance of 32 feet.

ELMONT VIRGINIA AVENUE (TH 213/18) East Side – NO STOPPING HERE TO CORNER – starting at the south curbline of Dutch Broadway south for 40 feet.

VIRGINIA AVENUE (TH 213/18) West Side – NO STOPPING HERE TO CORNER – starting at the south curbline of Dutch Broadway south for 46 feet.

LEVITTOWN LORING ROAD (TH 220/18) East Side – NO STOPPING HERE TO CORNER – starting at the south curbline of Chimney Lane south for a distance of 50 feet.

MERRICK ORCHARD STREET (TH 218/18) North Side – NO STOPPING HERE TO CORNER – starting at the east curbline of Merrick Avenue east for a distance of 42 feet.

ROOSEVELT DAVIS STREET (TH192/18) South Side – NO STOPPING HERE TO CORNER – starting at the east curbline of Nassau Road east for a distance of 60 feet.

SEAFORD WIDGEON PLACE (TH 165/18) North Side – NO STOPPING ANYTIME – starting at the west curbline of Ocean Avenue west for a distance of 61 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 eight of two thousand eighteen is hereby amended by repealing therein "PARKING OR STANDING PROHIBITIONS" at the following locations:

BELLMORE MERRICK ROAD (TH 32/92) South Side – NO STOPPING HERE TO CORNER – starting at the east curbline of Centre Avenue east for a distance of 30 feet. (Adopted 5/19/92)

LEVITTOWN LORING ROAD (TH 420/74) East Side – NO STOPPING HERE TO CORNER – starting at the south curbline of Chimney Lane south for a distance of 30 feet. (Adopted 10/22/74)

MERRICK ORCHARD STREET North Side – NO STOPPING HERE TO CORNER – from the east curbline of Merrick Avenue east for a distance of 25 feet. (Adopted 6/10/58)

SEAFORD

WIDGEON PLACE (TH 75/16) North Side – NO
STOPPING ANYTIME – starting at a point 33 feet west of
the west curbline of Ocean Avenue west for a distance of
20 feet. (Adopted 4/12/16)

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

CASE NO. 29949

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. 62-2018, 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 August 7, 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. 62-2018, 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 # 60
Case # 29949

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that pursuant to Article 9 of the New York State Constitution, the provisions of the Town Law and Municipal Home Rule of the State of New York, both as amended, a public hearing will be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, on the 7th day of August, 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:

SEAFORD	ARLINGTON DRIVE (TH 208/18) STOP - all traffic traveling westbound on Robert Place shall come to a full stop.
(NR) VALLEY STREAM	FLANDERS DRIVE (TH 177/18) STOP - all traffic traveling northbound on Kilmer Lane shall come to a full stop.

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

Dated: July 3, 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 nine of two thousand eighteen is hereby amended by including therein "ARTERIAL STOPS" at the following locations:

SEAFORD

ARLINGTON DRIVE (TH 208/18) STOP – all traffic traveling westbound on Robert Place shall come to a full stop.

(NR) VALLEY STREAM

FLANDERS DRIVE (TH 177/18) STOP – all traffic traveling northbound on Kilmer Lane shall come to a full stop.

Section 2. This local law shall take effect immediately upon filing with the secretary of state.

CASE NO. 29950

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

RESOLUTION CALLING A PUBLIC HEARING ON A PROPOSED LOCAL LAW TO AMEND SECTION 197-13 OF THE CODE OF THE TOWN OF HEMPSTEAD TO REPEAL "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS" AT VARIOUS LOCATIONS.

WHEREAS, the Town Board of the Town of Hempstead is empowered to enact and amend local laws pursuant to Article 9 of the New York State Constitution, the provisions of the Town Law and the Municipal Home Rule Law, both as amended; and

WHEREAS, it appears to be in the public interest to consider the enactment of a local law amending Section 197-13 of the Code of the Town of Hempstead entitled "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS" at various locations; and

WHEREAS, has introduced a proposed local law known as Intro. No. 63-2018, Print No. 1 to amend the said Section 197-13 of the Code of the Town of Hempstead to and repeal "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS" at various locations; NOW, THEREFORE, BE IT

RESOLVED, that a public hearing be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York on August 7, 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. 63-2018, Print No. 1, to amend Section 197-13 of the Code of the Town of Hempstead to repeal "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS" at various locations; and, BE IT FURTHER

RESOLVED, that the Town Clerk shall give notice of such hearing by the publication thereof in a newspaper of general circulation in the Town of Hempstead and by the posting of such notice on the Bulletin Board maintained for such purpose in the Town Hall not less than three nor more than thirty days prior to the date of such hearing.

The foregoing resolution was adopted upon roll call as follows:

AYES: ()

NOES: ()

Item # 61

Case # 29950

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that pursuant to Article 9 of the New York State Constitution, the provisions of the Town Law and Municipal Home Rule of the State of New York, both as amended, a public hearing will be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, on the 7th day of August, 2018, at 10:30 o'clock in the forenoon of that day to consider the enactment of a local law to amend Section 197-13 of the code of the Town of Hempstead to REPEAL "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS" at the following locations:

ELMONT

VIRGINIA AVENUE East Side - NO PARKING OR STANDING 8AM TO 5PM SCHOOL DAYS - starting from the south curbline of Dutch Broadway south for a distance of 150 feet.
(Adopted 12/7/54)

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

Dated: July 3, 2018
Hempstead, New York

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF HEMPSTEAD

LAURA A. GILLEN
Supervisor

SYLVIA A. CABANA
Town Clerk

Town of Hempstead

A local law to amend Section one hundred ninety seven dash thirteen of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine, to repeal "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS" at various locations.

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

Section 1. Section one hundred ninety seven dash thirteen of the Code of the Town of Hempstead as constituted by local law number one of nineteen hundred and sixty-nine, said Section last amended by local law number thirty two of two thousand eighteen is hereby amended by repealing therein "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS" at the following locations:

ELMONT

VIRGINIA AVENUE East Side – NO PARKING OR STANDING 8AM TO 5PM SCHOOL DAYS – starting from the south curblineline of Dutch Broadway south for a distance of 150 feet. (Adopted 12/7/54)

Section 2. This local law shall take effect immediately upon filing with the secretary of state.

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AND ORDER CALLING A PUBLIC HEARING ON THE INCREASE AND IMPROVEMENT OF THE TOWN OF HEMPSTEAD REFUSE DISPOSAL DISTRICT.

WHEREAS, the Commissioner of Town of Hempstead Department of Sanitation, as the Representative of the Town of Hempstead Refuse Disposal District, has proposed building and facility improvements, and has requested that the Town Board hold a public hearing regarding the increase and improvement of the Town of Hempstead Refuse Disposal District; and

WHEREAS, said Department has submitted to the Town Board an estimate of cost relating to said increase and improvement; and

WHEREAS, the Town Board has determined, pursuant to Provisions of the State Environmental Quality Review Act and Article 8 Part 617.5(c)(1) the N.Y.C.R.R. that such increase and improvement is considered to be a "Type II Action" and does not have a significant effect on the environment and does not require an environmental impact statement or any other determination under the State Environmental Quality Review Act; and

WHEREAS, it is in the public interest that the Town Board of the Town of Hempstead consider the proposition herein set forth and to call a public hearing thereon;

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board adopt the following order:

Item #

62

Case #

17083

and, BE IT FURTHER

RESOLVED, that the Town Clerk be and she hereby is authorized and directed to publish the a copy of the Order, in a newspaper having a general circulation within the Town of Hempstead, at least once and not less than ten (10) nor more than twenty (20) days before the date set for such public hearing, and, further, to post said notice of public hearing on the signboard of the Town.

The foregoing resolution was seconded by

and adopted upon roll call as follows:

AYES:

NOES:

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AND ORDER CALLING A PUBLIC HEARING ON THE INCREASE AND IMPROVEMENT OF THE BOWLING GREEN WATER DISTRICT.

WHEREAS, the Commissioner of the Town of Hempstead Department Water as the Representative of the Bowling Green Water District has proposed certain improvements and has requested that the Town Board hold a public hearing regarding the upgrade of the facilities and equipment of the District; and

WHEREAS, said Commissioner has submitted to the Town Board an estimate of cost relating to said improvements; and

WHEREAS, the Town Board has determined, pursuant to Provisions of the State Environmental Quality Review Act and Article 8 Part 617.5(c)(1) and 617.5(c)(5) the N.Y.C.R.R. that such increase and improvement is considered to be a "Type II Action" and does not have a significant effect on the environment and does not require an environmental impact statement or any other determination under the State Environmental Quality Review Act; and

WHEREAS, it is in the public interest that the Town Board of the Town of Hempstead consider the proposition herein set forth and to call a public hearing thereon;

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board adopt the following order:

Item #

63

Case #

716

At a meeting of the Town Board
of the Town of Hempstead, in
the County of Nassau, New York,
held at the Town Meeting
Pavilion, Hempstead Town Hall,
Town Hall Plaza, 1 Washington
Street, Hempstead, New York, on
the day of , 2018.

P R E S E N T :

HON., Laura A. Gillen, Supervisor
Dorothy Goosby
Edward A. Ambrosino
Bruce A. Blakeman
Erin King Sweeney
Anthony P. D'Esposito,
Dennis Dunne, Sr.

- - - - - X

IN THE MATTER :

ORDER

- of - :

THE INCREASE AND IMPROVEMENT :
OF THE BOWLING GREEN WATER :
DISTRICT IN THE TOWN OF HEMPSTEAD :
COUNTY OF NASSAU, STATE OF NEW YORK :
- - - - - X

WHEREAS, the Commissioner of the Town of Hempstead
Department Water as the Representative of the Bowling Green
Water District has proposed certain improvements and has
requested that the Town Board hold a public hearing regarding
the upgrade of the facilities and equipment of the District;
and

WHEREAS, said Commissioner has submitted to the Town
Board an estimate of cost relating to said improvements; and

WHEREAS, the Town Board has determined, pursuant to
Provisions of the State Environmental Quality Review Act
and Article 8 Part 617.5(c)(1) and 617.5(c)(5) the
N.Y.C.R.R. that such increase and improvement is considered
to be a "Type II Action" and does not have a significant
effect on the environment and does not require an
environmental impact statement or any other determination
under the State Environmental Quality Review Act; and

WHEREAS, it is in the public interest that the Town
Board of the Town of Hempstead consider the proposition
herein set forth and to call a public hearing thereon;

NOW, THEREFORE, BE IT

ORDERED, that a public hearing be held by this Town Board on the _____ day of _____, 2018, at _____ o'clock at the Town Meeting Pavilion, Hempstead Town Hall, Town Hall Plaza, 1 Washington Street, Town of Hempstead, Nassau County, New York, on the increase and improvement of the Bowling Green Water District consisting of an upgrade of facilities and equipment of the District including treatment modification at an estimated maximum cost of \$750,000.00 to be financed by the issuance of obligations of the Town.

ALL PERSONS desiring to be heard concerning the subject of the above-mentioned hearing will be given an opportunity to be heard at the time and place aforesaid.

Dated: Hempstead, New York
_____, 2018

Laura A. Gillen, Supervisor

Dorothy L. Goosby

Edward A. Ambrosino

Bruce A. Blakeman

Erin King Sweeney

Anthony P. D'Esposito

Dennis Dunne, Sr.

Members of the Town Board
of the Town of Hempstead

and, BE IT FURTHER

RESOLVED, that the Town Clerk be and she hereby is authorized and directed to publish a copy of the Certified Order, once in a newspaper having a general circulation within the Town of Hempstead, at least once and not less than ten (10) nor more than twenty (20) days before the date set for such public hearing, and, further, to post said notice of public hearing on the signboard of the Town.

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

AYES:

NOES:

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AND ORDER CALLING A PUBLIC HEARING ON THE INCREASE AND IMPROVEMENT OF THE EAST MEADOW WATER DISTRICT.

WHEREAS, the Commissioner of the Town of Hempstead Department Water as the Representative of the East Meadow Water District has proposed certain improvements and has requested that the Town Board hold a public hearing regarding the upgrade of the facilities and equipment of the District; and

WHEREAS, said Commissioner has submitted to the Town Board an estimate of cost relating to said improvements; and

WHEREAS, the Town Board has determined, pursuant to Provisions of the State Environmental Quality Review Act and Article 8 Part 617.5(c)(1) and 617.5(c)(5) the N.Y.C.R.R. that such increase and improvement is considered to be a "Type II Action" and does not have a significant effect on the environment and does not require an environmental impact statement or any other determination under the State Environmental Quality Review Act; and

WHEREAS, it is in the public interest that the Town Board of the Town of Hempstead consider the proposition herein set forth and to call a public hearing thereon;

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board adopt the following order:

Item #

69

Case #

1179

ORDERED, that a public hearing be held by this Town Board on the _____ day of _____, 2016, at _____ o'clock at the Town Meeting Pavilion, Hempstead Town Hall, Town Hall Plaza, 1 Washington Street, Town of Hempstead, Nassau County, New York, on the increase and improvement of the East Meadow Water District consisting of an upgrade of facilities and equipment of the District including but not limited to design of well 9 and 10 iron removal at an estimated maximum cost of \$200,000.00 to be financed by the issuance of obligations of the Town.

ALL PERSONS desiring to be heard concerning the subject of the above-mentioned hearing will be given an opportunity to be heard at the time and place aforesaid.

Dated: Hempstead, New York
_____, 2018

Anthony J. Santino, Supervisor

Dorothy L. Goosby

Edward A. Ambrosino

Bruce A. Blakeman

Erin King Sweeney

Anthony P. D'Esposito

Dennis Dunne, Sr.

Members of the Town Board
of the Town of Hempstead

and, BE IT FURTHER

RESOLVED, that the Town Clerk be and she hereby is authorized and directed to publish a copy of the Certified Order, once in a newspaper having a general circulation within the Town of Hempstead, at least once and not less than ten (10) nor more than twenty (20) days before the date set for such public hearing, and, further, to post said notice of public hearing on the signboard of the Town.

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

AYES:

NOES:

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AND ORDER CALLING A PUBLIC HEARING ON THE INCREASE AND IMPROVEMENT OF THE ROOSEVELT FIELD WATER DISTRICT.

WHEREAS, the Commissioner of the Town of Hempstead Department Water as the Representative of the Roosevelt Field Water District has proposed certain improvements and has requested that the Town Board hold a public hearing regarding the upgrade of the facilities and equipment of the District; and

WHEREAS, said Commissioner has submitted to the Town Board an estimate of cost relating to said improvements; and

WHEREAS, the Town Board has determined, pursuant to Provisions of the State Environmental Quality Review Act and Article 8 Part 617.5(c)(1) and 617.5(c)(5) the N.Y.C.R.R. that such increase and improvement is considered to be a "Type II Action" and does not have a significant effect on the environment and does not require an environmental impact statement or any other determination under the State Environmental Quality Review Act; and

WHEREAS, it is in the public interest that the Town Board of the Town of Hempstead consider the proposition herein set forth and to call a public hearing thereon;

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board adopt the following order:

Item #

65

Case #

16783

ORDERED, that a public hearing be held by this Town Board on the _____ day of _____, 2018, at _____ o'clock at the Town Meeting Pavilion, Hempstead Town Hall, Town Hall Plaza, 1 Washington Street, Town of Hempstead, Nassau County, New York, on the increase and improvement of the Roosevelt Field Water District consisting of an upgrade of facilities and equipment of the District including but not limited to Well 7, 11 and 12 generator replacement at an estimated maximum cost of \$900,000.00 to be financed by the issuance of obligations of the Town.

ALL PERSONS desiring to be heard concerning the subject of the above-mentioned hearing will be given an opportunity to be heard at the time and place aforesaid.

Dated: Hempstead, New York
_____, 2018

Anthony J. Santino, Supervisor

Dorothy L. Goosby

Edward A. Ambrosino

Bruce A. Blakeman

Erin King Sweeney

Anthony P. D'Esposito

Dennis Dunne, Sr.

Members of the Town Board
of the Town of Hempstead

and, BE IT FURTHER

RESOLVED, that the Town Clerk be and she hereby is authorized and directed to publish a copy of the Certified Order, once in a newspaper having a general circulation within the Town of Hempstead, at least once and not less than ten (10) nor more than twenty (20) days before the date set for such public hearing, and, further, to post said notice of public hearing on the signboard of the Town.

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

AYES:

NOES:

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AND ORDER CALLING A PUBLIC HEARING ON THE INCREASE AND IMPROVEMENT OF THE UNIONDALE WATER DISTRICT.

WHEREAS, the Commissioner of the Town of Hempstead Department Water as the Representative of the Uniondale Water District has proposed certain improvements and has requested that the Town Board hold a public hearing regarding the upgrade of the facilities and equipment of the District; and

WHEREAS, said Commissioner has submitted to the Town Board an estimate of cost relating to said improvements; and

WHEREAS, the Town Board has determined, pursuant to Provisions of the State Environmental Quality Review Act and Article 8 Part 617.5(c)(1) and 617.5(c)(5) the N.Y.C.R.R. that such increase and improvement is considered to be a "Type II Action" and does not have a significant effect on the environment and does not require an environmental impact statement or any other determination under the State Environmental Quality Review Act; and

WHEREAS, it is in the public interest that the Town Board of the Town of Hempstead consider the proposition herein set forth and to call a public hearing thereon;

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board adopt the following order:

Item #

65

Case #

1794

ORDERED, that a public hearing be held by this Town Board on the _____ day of _____, 2018, at _____ o'clock at the Town Meeting Pavilion, Hempstead Town Hall, Town Hall Plaza, 1 Washington Street, Town of Hempstead, Nassau County, New York, on the increase and improvement of the Uniondale Water District consisting of an upgrade of facilities and equipment of the District including but not limited to tank painting design, new well 8 construction and Oak Street plant GAC design and construction at an estimated maximum cost of \$2,530,000.00 to be financed by the issuance of obligations of the Town.

ALL PERSONS desiring to be heard concerning the subject of the above-mentioned hearing will be given an opportunity to be heard at the time and place aforesaid.

Dated: Hempstead, New York
_____, 2018

Laura A. Gillen, Supervisor

Dorothy L. Goosby

Edward A. Ambrosino

Bruce A. Blakeman

Erin King Sweeney

Anthony P. D'Esposito

Dennis Dunne, Sr.

Members of the Town Board
of the Town of Hempstead

and, BE IT FURTHER

RESOLVED, that the Town Clerk be and she hereby is authorized and directed to publish a copy of the Certified Order, once in a newspaper having a general circulation within the Town of Hempstead, at least once and not less than ten (10) nor more than twenty (20) days before the date set for such public hearing, and, further, to post said notice of public hearing on the signboard of the Town.

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

AYES:

NOES:

CASE NO.

RESOLUTION NO.

Adopted:

Council offered the following
resolution and moved its adoption:

RESOLUTION AND ORDER CALLING A PUBLIC
HEARING ON THE INCREASE AND IMPROVEMENT
OF THE TOWN OF HEMPSTEAD PARK DISTRICT.

WHEREAS, the Commissioner of the Town of Hempstead
Department of Parks and Recreation, as the Representative of
the Town of Hempstead Park District, has proposed certain
improvement projects for the Town of Hempstead Park District
consisting of facility upgrades and has requested that the
Town Board hold a public hearing regarding the increase and
improvement of the District; and

WHEREAS, said Commissioner has submitted to the Town
Board an estimate of cost relating to said improvement; and

WHEREAS, the Town Board has determined, pursuant to
Provisions of the State Environmental Quality Review Act and
Article 8 Part 617.5(c)(1) and 617.5(c)(5) the N.Y.C.R.R. that
such increase and improvement is considered to be a "Type II
Action" and does not have a significant effect on the
environment and does not require an environmental impact
statement or any other determination under the State
Environmental Quality Review Act; and

WHEREAS, it is in the public interest that the Town Board
of the Town of Hempstead consider the proposition herein set
forth and to call a public hearing thereon;

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board adopt the following order:

Item #

657

Case #

16905

At a meeting of the Town Board
of the Town of Hempstead,
Nassau County, New York, held at
the Town Meeting Pavilion,
Hempstead Town Hall, 1 Washington
Street, Village and Town of
Hempstead, New York, on the
day of _____, 2018.

P R E S E N T:

Hon. Laura A. Gillen
Dorothy L. Goosby
Edward A. Ambrosino
Bruce A. Blakeman
Erin King Sweeney,
Anthony P. D'Esposito
Dennis Dunne, Sr.
Council Members.

A B S E N T:

----- X

IN THE MATTER

- of -

**ORDER CALLING
PUBLIC HEARING**

THE INCREASE AND IMPROVEMENT OF
THE TOWN OF HEMPSTEAD PARK
DISTRICT IN THE TOWN OF HEMPSTEAD,
COUNTY OF NASSAU, STATE OF NEW YORK

----- X

WHEREAS, the Commissioner of the Town of Hempstead
Department of Parks and Recreation, as the Representative
of the Town of Hempstead Park District, has proposed a
certain improvement project for Town of Hempstead Park
District consisting of facility upgrades, and has requested
that the Town Board hold a public hearing regarding such
upgrades; and

WHEREAS, said Commissioner has submitted to the Town
Board an estimate of cost relating to said improvements;
and

WHEREAS, the Town Board has determined, pursuant to
Provisions of the State Environmental Quality Review Act
and Article 8 Part 617.5(c)(1) and 617.5(c)(5) the
N.Y.C.R.R. that such increase and improvement is considered
to be a "Type II Action" and does not have a significant
effect on the environment and does not require an

Members of the Town Board
of the Town of Hempstead

and, BE IT FURTHER

RESOLVED, that the Town Clerk be and she hereby is authorized and directed to publish a copy of the Order, in a newspaper having a general circulation within the Town of Hempstead, at least once and not less than ten (10) nor more than twenty (20) days before the date set for such public hearing, and, further, to post said notice of public hearing on the signboard of the Town.

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

AYES:

NOES:

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AND ORDER CALLING A PUBLIC HEARING ON THE INCREASE AND IMPROVEMENT OF THE TOWN OF HEMPSTEAD STREET LIGHTING DISTRICT.

WHEREAS, the Town of Hempstead Department of General Services, Street Lighting Division, as the Representative of the Town of Hempstead Street Light District, has proposed underground upgrades and has requested that the Town Board hold a public hearing regarding the increase and improvement of the Town of Hempstead Street Lighting District; and

WHEREAS, said Department has submitted to the Town Board an estimate of cost relating to said increase and improvement of the Street Lighting District; and

WHEREAS, the Town Board has determined, pursuant to Provisions of the State Environmental Quality Review Act and Article 8 Part 617.5(c)(1) the N.Y.C.R.R. that such increase and improvement is considered to be a "Type II Action" and does not have a significant effect on the environment and does not require an environmental impact statement or any other determination under the State Environmental Quality Review Act; and

WHEREAS, it is in the public interest that the Town Board of the Town of Hempstead consider the proposition herein set forth and to call a public hearing thereon;

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board adopt the following order:

Item #

618

Case #

8143

WHEREAS, it is in the public interest that the Town Board of the Town of Hempstead consider the proposition herein set forth and to call a public hearing thereon;

NOW, THEREFORE, BE IT

ORDERED, that a public hearing be held by this Town Board on the _____ day of _____, 2018, at _____ o'clock in the _____ of that day, at the Town Meeting Pavilion, Hempstead Town Hall, Town Hall Plaza, 1 Washington Street, Town of Hempstead, Nassau County, New York, on the increase and improvement of the Town of Hempstead Street Lighting District, consisting of underground upgrades. The estimated maximum cost of \$500,000.00, to be financed by the issuance of obligations of the Town.

ALL PERSONS desiring to be heard concerning the subject of the above-mentioned hearing will be given an opportunity to be heard at the time and place aforesaid.

Dated: Hempstead, New York
_____, 2018

Laura A. Gillen, Supervisor

Dorothy Goosby

Edward A. Ambrosino

Bruce A. Blakeman

Erin King Sweeney

Anthony P. D'Esposito

Dennis Dunne, Sr.

Members of the Town Board
of the Town of Hempstead

and, BE IT FURTHER

RESOLVED, that the Town Clerk be and she hereby is authorized and directed to publish a copy of this Order, in a newspaper having a general circulation within the Town of Hempstead, at least once and not less than ten (10) nor more than twenty (20) days before the date set for such public hearing, and, further, to post said Order of public hearing on the signboard of the Town.

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

AYES:

NOES:

At a meeting of the Town Board of the Town of Hempstead, in the County of Nassau, New York, held at the Town Meeting Pavilion, Hempstead Town Hall, Town Hall Plaza, 1 Washington Street, Hempstead, New York, on the _____ day of _____, 2018.

P R E S E N T :

HON., Laura A. Gillen, Supervisor
Dorothy Goosby
Edward A. Ambrosino
Bruce A. Blakeman
Erin King Sweeney
Anthony P. D'Esposito
Dennis Dunne, Sr.,

Council Members

A B S E N T :

----- X

IN THE MATTER

ORDER

- of -

THE INCREASE AND IMPROVEMENT
OF THE TOWN OF HEMPSTEAD STREET
LIGHTING DISTRICT, IN THE TOWN
OF HEMPSTEAD, COUNTY OF NASSAU,
STATE OF NEW YORK, PURSUANT TO
TO THE NASSAU COUNTY AND DIVISIONS
ACT AND THE TOWN LAW

----- X

WHEREAS, the Town of Hempstead Department of General Services, Traffic Control Division, as the Representative of the Town of Hempstead Street Light District, has proposed the upgrade of equipment and the purchase of a vehicle and has requested that the Town Board hold a public hearing regarding the increase and improvement of the Town of Hempstead Street Lighting District; and

WHEREAS, said Department has submitted to the Town Board an estimate of cost relating to said increase and improvement of the Street Lighting District; and

WHEREAS, the Town Board has determined, pursuant to Provisions of the State Environmental Quality Review Act and Article 8 Part 617.5(c)(1) the N.Y.C.R.R. that such increase and improvement is considered to be a "Type II Action" and does not have a significant effect on the environment and does not require an environmental impact statement or any other determination under the State Environmental Quality Review Act; and

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION CALLING A PUBLIC HEARING ON A LOCAL LAW TO AMEND CHAPTER 62 OF THE CODE OF THE TOWN OF HEMPSTEAD ENTITLED "DEPARTMENT OF PURCHASING" IN ORDER TO PROVIDE A LOCAL CONTRACTING PREFERENCE FOR ELIGIBLE SERVICE-DISABLED VETERAN-OWNED BUSINESSES.

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 of the State of new York, as amended; and

WHEREAS, it is in the public interest to consider the enactment of a local law to amend Chapter 62 of the Code of the Town of Hempstead entitled "Department of Purchasing" in order to provide a local preference to encourage and promote the use of eligible Service-Disabled Veteran-Owned Businesses in Nassau County's economy by increasing their participation in Town of Hempstead contracting opportunities; and

WHEREAS, _____ has introduced the proposed local law known as Intro. No. -2018 Print No. 1, as aforesaid; and

NOW, THEREFORE, BE IT

RESOLVED, that a public hearing be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Village and Town of Hempstead, New York on the 7th day of August, 2018 at 10:30 o'clock in the forenoon of that day at which time all interested persons shall be heard on the enactment of a local law known as Intro. No. -2018, Print No. 1, to amend Chapter 62 of the Code of the Town of Hempstead entitled "Department of Purchasing" in order to provide a local preference to encourage and promote the use of eligible Service-Disabled Veteran-Owned Businesses in Nassau County's economy by increasing their participation in Town of Hempstead contracting opportunities; and, be it further

RESOLVED, that the Town Clerk shall give notice of such hearing by the publication thereof in a newspaper of general circulation in the Town of Hempstead and by the posting of such notice on the bulletin board maintained by her for that purpose in the Town Hall not less than three nor more than thirty days prior to the date of said hearing.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 69

Case # 17432

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that pursuant to article 9 of the New York State Constitution, the provisions of the Town Law and Municipal Home Rule Law of the State of New York, as amended, a public hearing will be held in the Nathan L. H. Bennett Pavilion, Hempstead Town Hall, Town Hall Plaza, 1 Washington Street, Village and Town of Hempstead, New York, on Tuesday, the 7th day of August, 2018, at 10:30 o'clock in the forenoon of that day, to consider the enactment of a local law to amend Chapter 62 of the Code of the Town of Hempstead entitled "Department of Purchasing" in order to provide a local preference to encourage and promote the use of eligible Service-Disabled Veteran-Owned Businesses in Nassau County's economy by increasing their participation in Town of Hempstead contracting opportunities.

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

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

Dated: Hempstead, New York
July 3, 2018

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

SYLVIA A. CABANA
Town Clerk

LAURA A. GILLEN
Supervisor

Intro No.

Print No.

Town of Hempstead

**A LOCAL LAW AMENDING CHAPTER 62 OF THE
CODE OF THE TOWN OF HEMPSTEAD ENTITLED
"DEPARTMENT OF PURCHASING" IN ORDER TO
PROVIDE A LOCAL CONTRACTING PREFERENCE
FOR ELIGIBLE SERVICE-DISABLED VETERAN-
OWNED BUSINESSES.**

Introduced by:

BE IT ENACTED by the Town Board of the Town of Hempstead as follows:

Section 1. Legislative Intent.

It is the purpose and intent of the Town Board to amend Chapter 62 of the Code of the Town of Hempstead entitled "Department of Purchasing" in order to provide a local preference to encourage and promote the use of eligible Service-Disabled Veteran-Owned Businesses in Nassau County's economy by increasing their participation in Town of Hempstead contracting opportunities.

Section 2.

Chapter 62 of the Town Code entitled "Department of Purchasing" is hereby amended to read as follows:

Chapter 62
Department of Purchasing

§ 62-1 Establishment; Commissioner and Deputy Commissioner; appointment.

There shall be in the Town of Hempstead a Department of Purchasing. The executive head of such Department shall be the Commissioner of such Department, who shall be appointed by the Town Board for a term fixed by law at such salary as may, from time to time, be fixed by said Town Board. The Commissioner of Purchasing shall be vested with the authority, direction and control over the Department and may appoint a Deputy Commissioner to serve at his pleasure who shall have the rights, powers, duties, obligations and responsibilities of the Commissioner and the authority to act in his place and stead. The Commissioner shall have the power to appoint and remove all other subordinate officers and all other employees and to assign them to their respective duties. The Commissioner shall be in the unclassified service of the civil service. The Deputy Commissioner shall be deemed to occupy a confidential position to the Commissioner, and the position of such Deputy Commissioner shall be in the exempt class of the civil service.

§ 62-2 Organization; divisional duties.

A. There shall be within the Department of Purchasing the following Divisions:

- (1) Administrative Division.
- (2) Planning Division.

B. Duties of Divisions.

- (1) Administrative Division. To have general supervision of intradepartmental matters, including supervision of personnel and maintenance of personnel records, maintenance of accounting and departmental records, including budget control and statistical analysis of overall direction and coordination of divisional activities. Accounting and departmental records shall be maintained as required by the Town Comptroller.

- (2) Planning Division. To develop a comprehensive program for the purchase of supplies, materials and equipment needed by all the various departments of the Town of Hempstead, inclusive of any other board, commission or agency functioning, directly or indirectly, under the control and jurisdiction of the Town of Hempstead.

§ 62-3 General powers and duties.

The Department of Purchasing shall have the following powers and duties:

- A. The Commissioner, subject to the provisions of § 41-a of the Town Law, shall make all purchases and contracts for supplies, materials and equipment of every kind and nature for the town and any town department, board or agency for which the town may, in any event, be liable and for any special improvement district within such town, except for a district having a separate Board of Commissioners. Before making any purchase, the Commissioner of Purchasing shall comply with such rules and regulations in relation thereto which have been or may be established by resolution of the Town Board and any and all other provisions of law as may be applicable thereto.
- B. The Commissioner shall make all purchases and contracts for supplies, materials and equipment involving an expenditure in excess of \$3,000 for the Town of Hempstead or any department of said town, board or agency for which it may, in any event, be liable, including any special improvement district within such town, provided that said district does not have a separate Board of Commissioners, in accordance with the applicable provisions of §§ 103 and 104 of the General Municipal Law.
- C. The Commissioner shall institute a system or procedure for a purchase requisition form, in duplicate, executed by a department head, setting forth the description of supplies, materials and equipment required and the estimated prices for such items and the place of delivery. The Commissioner shall prepare a request-for-quotation form, setting forth thereon the necessary information for the item or items described, stated on the purchase requisition form, and shall forward such request for quotation to prospective vendors, advising such vendors that such quotation shall be submitted to the Commissioner upon a day certain and that any quotation not submitted on or before said date shall be disregarded by said Commissioner. Upon the receipt of a quotation submitted by a prospective vendor, the Commissioner shall make a record of said quotation and shall forward the original and copy thereof to the Town Comptroller for purposes of ascertaining if there are funds available for such purchase. If there are available funds, the Comptroller shall so endorse and return same to the Commissioner, who shall award the item in question to the responsible vendor submitting the lowest quotation.
- D. The Commissioner shall establish a procedure authorizing the vendor who has been awarded a contract as to time and place of delivery and all other pertinent data relating thereto. The Commissioner shall establish a procedure, after delivery has been made and checked as to proper items purchased, for claim forms so that payment may be made to the vendor. The vendor shall keep records showing the delivery and completion of all contract awards.
- E. The Commissioner is hereby designated as the officer to receive bids on contracts for public works for the town and any department, board or agency thereof and any special improvement district thereof, except a district having a separate Board of Commissioners, and to transmit such bids to the town officer, board or agency having jurisdiction thereof for award, subject to the approval of the Town Board. The Commissioner shall maintain, update and improve the procedures currently in effect as to purchases, bidding, contracts, awards, verifying deliveries, quantity and quality controls and all pertinent methods of control to ensure proper functioning of the Department with all possible safeguards and guidelines.
- F. The Commissioner shall develop and administer effective policies and programs to expedite the purchase of supplies, materials and equipment.

- G. The Commissioner shall develop programs, personnel and facilities in conformity with and in coordination with all other purchasing agencies on all levels having an interest in this field, inclusive of but not limited to state and county agencies.
- H. The Commissioner shall participate in state and local conferences concerning methods of purchasing and improvements thereof.

§ 62-4 Transfer of existing Department; employees.

A. The Purchasing Department, presently existing by resolution, is hereby instituted in its entirety to a Department of Purchasing, including all property, equipment and budgetary appropriations. Employees of such Department shall be continued as employees in the Department of Purchasing with the same qualifications, pensions and retirement rights and privileges as they had immediately prior to such transfer.

B. The Commissioner, only when specifically authorized to do so by the Town Board, may, from time to time, employ such additional persons, including special, technical, fiscal and legal consultants, as may be necessary in the discharge of his duties.

§ 62-5 Local preference; local veteran-owned small business preference.

[Added 7-27-1993 by L.L. No. 47-1993, effective 8-2-1993]

A. Notwithstanding any provision of § 62-3C hereof to the contrary, in the case of all purchases to be made and all contracts to be awarded pursuant to § 62-3B and E hereof, **except contracts awarded pursuant to § 103 of the General Municipal Law**, the Commissioner may grant a local preference **or a local veteran-owned small business preference** and effect such purchase from, or award such contract from, or award such contract to, a responsible bidder other than the lowest responsible bidder, provided that:

(1) [s]Such other bidder maintains a place of business in or sells supplies, materials or equipment manufactured in the County of Nassau and submits a bid not exceeding 5% more than the otherwise lowest responsible bidder, and provided that the bid submitted by such other bidder is the lowest bid among those received from all bidders qualifying for this local preference **or a local veteran-owned small business preference**[-]; **or**

(2) **Such other bidder is a local veteran-owned small business, as defined herein, that maintains a place of business in or sells supplies, materials or equipment manufactured in the County of Nassau and submits a bid not exceeding 7.5% more than the otherwise lowest responsible bidder, and provided that the bid submitted by such other bidder is the lowest bid among those received from all bidders qualifying for the local preference or this local veteran-owned small business preference.**

B. For purposes of this section, a "local veteran-owned small business" shall include any entity that maintains a current certification as a service-disabled veteran-owned business enterprise by the New York State Office of General Services Division of Service-Disabled Veterans' Business Development, and maintains its place of business in or sells supplies, materials or equipment manufactured in the County of Nassau.

C. No entity deemed eligible to utilize the local or local veteran-owned small business preferences contained in this section may utilize more than one preference for any purchase or contract with the Town of Hempstead.

§ 62-6 Written certification on contracts.

A. Definitions. As used in this section, the following terms shall have the meanings indicated:

AMERICAN ALLIED NATION

- (1) Any nation that is a member of the North Atlantic Treaty Organization.
- (2) Any country that is a signatory to the Southeast Asian Treaty Organization.
- (3) Any country, other than Venezuela, that is a signatory to the RIO Treaty of 1947.
- (4) Ireland.
- (5) Israel.
- (6) Japan.
- (7) The Republic of Korea.

BOYCOTT OF AMERICAN-ALLIED NATION

Engaging in refusals to deal with, terminating activities with, or other actions that are intended to limit commercial relations with an American-allied nation or individuals or companies doing business in an American-allied nation or in American-allied-nation-controlled territories, when such actions are taken:

- (1) In a manner that discriminates on the basis of nationality, national origin, religion or other unreasonable basis that is not founded on a valid business reason.
- (2) In compliance or adherence to calls for a boycott of an American-allied nation other than those boycotts to which 50 U.S.C. § 2407(c) applies.

COMPANY

Any sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, including all wholly owned subsidiaries, majority-owned subsidiaries, parent companies or affiliates of such entities or business associations that exists for the purposes of making profit.

- B. The Town shall not enter into a contract with an individual or company if the contract is related to construction or the provision of services, supplies or information technology unless the contract includes a written certification that such individual or company is not currently engaged in or agrees for the duration of the contract not to engage in a boycott of an American-allied nation.
- C. The Town Board shall give the vendor 30 days' notice of the intent to rescind the contract. If the Town Board determines by a preponderance of the evidence that the party to a contract has signed the certification but has engaged in a boycott as defined in Subsection A of this section of the Town Code, the contract may be rescinded by resolution and the Town may seek reliance damages based on the signed certification not being honored.

Section 3.

This Local Law shall take effect immediately upon filing with the Secretary of State.

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

**RESOLUTION CALLING A PUBLIC HEARING
ON THE PROPOSED AMENDMENT OF
SECTION 336 OF ARTICLE XXXIII OF THE
BUILDING ZONE ORDINANCE OF THE TOWN
OF HEMPSTEAD.**

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

WHEREAS, it is in the public interest to consider the amendment of Section 336 of Article XXXIII of the Building Zone Ordinance of the Town of Hempstead entitled "Gasoline Service Stations" in order to permit the use of coin-operated air compressor units for the inflation of tires at gasoline service stations except that compressed air must be provided at no charge in cases of emergency;

NOW, THEREFORE, BE IT

RESOLVED, that a public hearing be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street Village and Town of Hempstead, New York, on the 7th day of August, 2018, at 10:30 o'clock in the forenoon of that day at which time all persons interested shall be heard on the proposed amendment to Section 336 of Article XXXIII of the Building Zone Ordinance of the Town of Hempstead entitled "Gasoline Service Stations" in order to permit the use of coin-operated air compressor units for the inflation of tires at gasoline service stations except that compressed air must be provided at no charge in cases of emergency;

Article XXXIII. Gasoline Service Stations

§ 336. Gasoline Service Station District (GSS) regulations.

G. Operation and supervision.

- (1) Gasoline service stations shall be supervised by the owner or employee of the owner of said gasoline service station at all times when the station is open for operation.
- (2) The installation and use of coin-operated or self-service operated gas-dispensing pumps is prohibited. Gas-dispensing pumps may only be operated by the owner or qualified employees of the gasoline service station.
- (3) All gasoline service stations shall provide an air compressor capable of inflating automobile tires, which is installed and maintained in a manner that complies with the following conditions:
[Effective 7-29-1978; 4-17-2017]

~~[(a) Air shall be provided at no charge to the user, customer or patron, at all times that the gasoline service station is open for business.]~~

~~[(b) The mechanism utilized to turn on the compressor, such as a switch or button, shall be readily accessible to the customer at the point of distribution.]~~

Item #

70

Case #

28676

~~(c) Clear directions for use of the air compressors shall be mounted in plain sight on the unit at the point of distribution.~~

~~(d) Coin-operated or other for-profit air-compressor units are prohibited. All air-compressor units installed prior to the enactment of this Subsection G(3)(d) that operate through the use of coin slots or any other mechanism for accepting coins, bills or other forms of proprietary currency in exchange for air are prohibited and shall be removed or permanently covered.~~

~~(e) The air compressor and hoses necessary for the inflation of tires shall be kept in good repair, shall be available to motorists at all times, and must include a gauge displaying PSI to enable users to monitor the level of air in their tires.~~

~~(f) By amortization, all the above requirements of § 336G(3) shall apply to legally preexisting gasoline service stations, commencing October 1, 2017, whereupon violation of any of these provisions shall constitute a violation of this ordinance.]~~

(a) The air compressor and hoses necessary for the inflation of tires shall be kept in good repair and shall be available to the user, customer or patron at all times the gasoline station is open for business.

(b) Coin-operated or other for-profit air-compressor units are permitted, except that in emergency situations, upon a user, customer or patron's request to the attendant, the station shall provide access to compressed air at no charge during regular business hours.

(c) Each gasoline service station that maintains or possesses a machine used to inflate automobile tires or any other device which contains or utilizes compressed air for a fee charged to the user, customer or patron shall conspicuously post upon the face of each such machine, or if there is inadequate space to permit notice to be posted on the machine, immediately adjacent thereto, a sign the letters of which shall be in red on a white background and be of a font size that is no less than 36 point which states: "IN AN EMERGENCY UPON REQUEST, THE ATTENDANT WILL PROVIDE ACCESS TO COMPRESSED AIR AT NO CHARGE DURING BUSINESS HOURS." The portion of the sign that reads "IN AN EMERGENCY" shall be in boldface text.

(d) As used in this section, the term "emergency" shall include a user, customer or patron's financial inability to pay the cost to obtain compressed air under his/her current circumstances.

(e) In making a determination with respect to a situation where an "emergency" is asserted, the following shall create a rebuttable presumption that an emergency exists: (i) a user, customer or patron's claim to the attendant that he/she has no money to pay for the compressed air, at the current time and place; and (ii) if denial of compressed air at no charge would impair the user, customer or patron's ability to safely operate the vehicle, or otherwise endanger the safety or welfare of the user, customer or patron, his/her passengers, if any, and/or other motorists, pedestrians or property.

(f) For purposes of this section, the presence of any of the following conditions shall create a rebuttable presumption that a user, customer or patron's ability to safely operate a vehicle will be impaired:

(i) The tire pressure for one or more tires on the vehicle, as read by an air pressure gauge or tire pressure monitoring system (TPMS), is less than the manufacturer's optimum or recommended pounds per square inch (PSI);

**(ii) The existence of a puncture or slow leak in one or more tires;
or**

(iii) The outward appearance of one or more tires appears deflated.

(4). Penalties for offenses. Notwithstanding any other penalty otherwise prescribed in the Building Zone Ordinance of the Town of Hempstead, any person who violates this section or fails to comply with any of its requirements shall, upon conviction thereof, be guilty of an offense punishable by a fine of not less than \$100 and not exceeding \$500 or imprisonment for a period not to exceed 15 days, or both, for conviction of a first offense; by a fine of not less than \$500 nor more than \$1000 or imprisonment for a period not to exceed 15 days, or both, for conviction of a second offense, both of which were committed within a period of five years; and by a fine not less than \$1000 nor more than \$2,000 or imprisonment for a period not to exceed 15 days, or both, upon conviction for a third or subsequent offense all of which were committed within a period of five years. Each day of noncompliance shall be considered a separate offense.

and; be it further

RESOLVED, that the Town Clerk be and he hereby is directed to publish notice thereof once at least ten (10) days prior to the date set for the public hearing and give written notice to people entitled thereto according to law.

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

AYES:

NOES:

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that pursuant to Article 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 7th day of August, 2018 , at 10:30 o'clock in the forenoon of that day, to consider the amendment of Section 336 of Article XXXIII of the Building Zone Ordinance of the Town of Hempstead entitled "Gasoline Service Stations" in order to permit the use of coin-operated air compressor units for the inflation of tires at gasoline service stations except that compressed air must be provided at no charge in cases of emergency.

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

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

Dated: Hempstead, New York
July 3, 2018

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

SYLVIA A. CABANA
Town Clerk

LAURA A. GILLEN
Supervisor

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF EZRA BROWN
AS MESSENGER, IN THE DEPARTMENT OF
BUILDINGS.

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

RESOLVED, that Ezra Brown be and hereby is appointed Messenger, Non
Competitive, Ungraded, at an annual salary of \$45,000, in the Department of Buildings, by the
Commissioner of the Department of Buildings and ratified by the Town Board of the Town of
Hempstead, subject to satisfactory completion of pre-employment criteria, effective July 5, 2018 and
BE IT

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

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF MARY CIRILLO AS
RECEPTIONIST, IN THE OFFICE OF THE
TOWN COMPTROLLER.

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

RESOLVED, that Mary Cirillo be and hereby is appointed
Receptionist, Non Competitive, Grade 9, Start Step (A), \$40,974, in the Office of the Town
Comptroller, by the Town Comptroller and ratified by the Town Board of the Town of Hempstead
effective July 16, 2018 and BE IT

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

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF DAWN DIRESTA AS
MULTI-KEYBOARD OPERATOR II, IN THE
BOARD OF APPEALS, 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 Dawn DiResta has passed the examination for the position of Multi-Keyboard Operator II, Civil Service List No. 75-984, and is eligible for appointment thereto, NOW, THEREFORE, BE IT

RESOLVED, that Dawn DiResta, now serving as Clerk II, Competitive, Permanent, in the Board of Appeals, be and hereby is appointed Multi-Keyboard Operator II, Competitive, Permanent, Grade 12, Step 11 (L), \$76,216, from the civil service list, by the Secretary to Board of Appeals and ratified by the Town Board of the Town of Hempstead effective July 4, 2018 and BE IT

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

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF JOAN FUSCO AS OFFICE SERVICES ASSISTANT, IN THE DEPARTMENT OF PLANNING AND ECONOMIC DEVELOPMENT, 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 Joan Fusco 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 Joan Fusco, now serving as Clerk Laborer, Non Competitive, in the Department of Planning and Economic Development, be and hereby is appointed Office Services Assistant, Competitive, Permanent, Grade 12, Step 8 (I), \$68,164, from the civil service list, by the Commissioner of the Department of Planning and Economic Development and ratified by the Town Board of the Town of Hempstead effective July 4, 2018 and BE IT

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

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF MARY ANN HANSON AS RECREATION PROGRAM DEVELOPMENT SUPERVISOR, IN THE DEPARTMENT OF PARKS AND RECREATION, FROM THE CIVIL SERVICE LIST.

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

WHEREAS, the Town of Hempstead Civil Service Commission has certified that Mary Ann Hanson has passed the examination for the position of Recreation Program Development Supervisor, Civil Service List No. 76-783, and is eligible for appointment thereto, NOW, THEREFORE, BE IT

RESOLVED, that Mary Ann Hanson, now serving as Assistant Recreation Director, Competitive, Permanent, in the Department of Parks and Recreation, be and hereby is appointed Recreation Program Development Supervisor, Competitive, Permanent, Grade 23, Step 12 (M), \$119,002, from the civil service list, by the Commissioner of the Department of Parks and Recreation and ratified by the Town Board of the Town of Hempstead effective July 4, 2018 and BE IT

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

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF COLLETTE LOPEZ AS
CLERK II, IN THE DEPARTMENT OF
PLANNING AND ECONOMIC DEVELOPMENT,
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 Collette Lopez has passed the examination for the position of Clerk II, Civil Service List No. 78-405, and is eligible for appointment thereto, NOW, THEREFORE, BE IT

RESOLVED, that Collette Lopez, now serving as Clerk I, Competitive, Permanent, in the Department of Planning and Economic Development, be and hereby is appointed Clerk II, Competitive, Permanent, Grade 8, Step 11 (L), \$67,658, from the civil service list, by the Commissioner of the Department of Planning and Economic Development and ratified by the Town Board of the Town of Hempstead effective July 4, 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: