

**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 24<sup>th</sup> day of September, 2019, at 7:00 o'clock in the evening of that day to consider the enactment of a local law to amend Chapter 202 of the code of the Town of Hempstead to INCLUDE and REPEAL "REGULATIONS AND RESTRICTIONS" to limit parking at the following locations:

ELMONT Section 202-19	HERBERT AVENUE (TH 201/19) West Side - TWO HOUR PARKING 10 AM TO 6 PM - starting at a point 222 feet south of the south curbline of Chelsea Street south for a distance of 22 feet.
MERRICK Section 202-11	EAST GARFIELD STRET (TH 386/19) North Side - NO STOPPING ANYTIME 9 AM TO 4 PM EXCEPT SATURDAYS, SUNDAYS, AND HOLIDAYS - starting at a point 119 feet east of the east curbline of Merrick Avenue east for a distance of 76 feet.

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

ELMONT Section 202-19	H STREET (TH 511/06) South Side - NO PARKING 10 PM TO 6 AM - starting at a point 174 feet west of the west curbline of Meacham Avenue west for a distance of 62 feet. (Adopted 2/6/07)
MERRICK Section 202-11	EAST GARFIELD STREET (TH 386/19) North Side - NO STOPPING 9 AM TO 4 PM EXCEPT SATURDAYS, SUNDAYS, AND HOLIDAYS - starting at a point 108 feet east of the east curbline of Merrick Avenue east for a distance of 90 feet. (Adopted 8/23/66)
WEST HEMPSTEAD Section 202-20	ELM STREET (TH 760/03) South Side - NO PARKING EXCEPT SATURDAYS, SUNDAYS, AND HOLIDAYS - starting at a point 214 feet east of the east curbline of Hempstead Avenue east for a distance of 52 feet. (Adopted 8/9/05)

*Item# 1*  

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*Case # 30163*

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

Dated: September 3, 2019  
Hempstead, New York

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF HEMPSTEAD

LAURA A. GILLEN  
Supervisor

SYLVIA A. CABANA  
Town Clerk



LITTLE WHALENECK ROAD (TH 376/19) West Side - NO STOPPING ANYTIME - starting at a point 160 feet north of a point opposite the north curbline of Anding Avenue south following the curve for a distance of 237 feet.

OCEANSIDE

BUNGALOW PLACE (TH 366/19) South Side - NO STOPPING HERE TO CORNER - starting at the east curbline of Lawson Boulevard east for a distance of 30 feet.

ROOSEVELT

BABYLON TURNPIKE (TH 378/19) East Side - NO STOPPING HERE TO CORNER - starting at the north curbline of Putnam Avenue north for a distance of 50 feet.

PUTNAM AVENUE (TH 359/19) South Side - NO PARKING ANYTIME - starting at a point 182 feet east of the east curbline of Babylon Turnpike east for a distance of 50 feet.

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

ELMONT

HERBERT AVENUE (TH 201/19) West Side - NO STOPPING ANYTIME - starting at a point 244 feet south of the south curbline of Chelsea Street south for a distance of 34 feet. (Adopted 7/2/19)

MERRICK

LITTLE WHALENECK ROAD (TH 394/15) West Side - NO STOPPING ANYTIME - starting at a point 50 feet north of a point opposite the north curbline of Anding Ave., then south following the curve eastbound for a distance of 147 feet. (Adopted 9/21/15)

NORTH MERRICK

LITTLE WHALENECK ROAD (TH 237/63) East Side - NO STOPPING HERE TO CORNER - starting at the north curbline of Anding Avenue north for a distance of 30 feet. (Adopted 8/13/63)

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

Dated: September 3, 2019  
Hempstead, New York

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF HEMPSTEAD

LAURA A. GILLEN  
Supervisor

SYLVIA A. CABANA  
Town Clerk

**NOTICE OF PUBLIC HEARING**

PLEASE TAKE NOTICE that pursuant to Article 9 of the New York State Constitution, the provisions of the Town Law and Municipal Home Rule of the State of New York, both as amended, a public hearing will be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, on the 24<sup>th</sup> day of September, 2019, at 7:00 o'clock in the evening of that day to consider the enactment of a local law to amend Section 197-5 of the code of the Town of Hempstead to INCLUDE "ARTERIAL STOPS" at the following locations:

LEVITTOWN	SPRING LANE (TH 101/19) STOP - all traffic traveling southbound on Tusk Lane shall come to a full stop.
	SPRING LANE (TH 101/19) STOP - all traffic traveling northbound on Tusk Lane shall come to a full stop.
MERRICK	OAK BROOK AVENUE (TH 343/19) STOP - all traffic traveling southwest on Silver Birch Road shall come to a full stop.
(NR) VALLEY STREAM	HUNGRY HARBOR ROAD (TH 169/19) STOP - all traffic traveling northbound on Golf Drive shall come to a full stop.
WEST HEMPSTEAD	BRADLEY STREET (TH 353/19) STOP - all traffic traveling eastbound on Paramount Court 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: September 3, 2019  
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# 30165



NOTICE OF PUBLIC HEARING

**PLEASE TAKE NOTICE** that pursuant to Article 9 of the New York State Constitution, the provisions of the Town Law and Municipal Home Rule Law of the State of New York, as amended, a public hearing will be held in the Nathan L. H. Bennett Pavilion, Hempstead Town Hall, Town Hall Plaza, 1 Washington Street, Village and Town of Hempstead, New York, on the 24<sup>th</sup> day of September, 2019, at 7:00 o'clock in the evening of that day, to consider the enactment of a local law to create a new Subsection "E" of Section 121-3 of Chapter 121 of the Town Code, in relation to enacting a blanket prohibition on the sale of e-liquid flavored tobacco product.

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: September 3, 2019  
Hempstead, New York

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

SYLVIA A. CABANA  
Town Clerk

LAURA A. GILLEN  
Supervisor

Item# 5  
Case# 29671

Town of Hempstead

A local law to create a new Subsection "E" of Section 121-3 of Chapter 121 of the Town Code, in relation to enacting a blanket prohibition on the sale of e-liquid flavored tobacco product

Introduced by: Councilwoman Goosby

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

Section 1. Subsection "E" of Section 121-3 of Chapter 121 of the Town Code, is hereby created and shall read as follows:

Chapter 121  
Sale of Tobacco Products, Liquid Nicotine,  
and Electronic Cigarettes

\* \* \*

§ 121-3 Prohibited acts.

\* \* \*

E. Commencing on January 1, 2020, the sale or offer for sale, by any person, business or any tobacco business as defined in the New York State Public Health Law, of any e-liquid flavored tobacco product is prohibited as provided herein.

- (1) The term "e-liquid flavored Tobacco Product" means any liquid Tobacco Product defined in this Chapter for use with an e-cigarette, Electronic Aerosol Delivery System or the like, that contains a constituent that imparts a characterizing flavor.
- (2) Prohibited characterizing flavors include, but are not limited to, tastes or aroma relating to any bubble gum, fruit, chocolate, vanilla, honey, candy, cocoa, dessert, alcoholic beverage, menthol, mint, wintergreen, herb, or spice, but exclude the flavor of tobacco.
- (3) There shall be a rebuttable presumption that a Tobacco Product is a prohibited e-liquid flavored Tobacco Product if a manufacturer or any of the manufacturer's



agents or employees, in the course of their agency or employment, has made a statement or claim directed to consumers or to the public that the e-liquid Tobacco Product has or produces a characterizing flavor including, but not limited to, text, color, and/or images on the product's labeling or packaging that are used to explicitly or implicitly communicate that the e-liquid Tobacco Product has a characterizing flavor.

Section 2. This local law shall become effective immediately upon filing with the secretary of state.

**NOTICE OF PUBLIC HEARING**

**PLEASE TAKE NOTICE** that pursuant to article 9 of the New York State Constitution, the provisions of the Town Law and Municipal Home Rule Law of the State of New York, as amended, a public hearing will be held in the Nathan L. H. Bennett Pavilion, Hempstead Town Hall, Town Hall Plaza, 1 Washington Street, Village and Town of Hempstead, New York, on Tuesday, the 24th day of September, 2019 at 7:00 o'clock in the evening of that day, to consider the enactment of a local law to amend Chapter 86 of the Code of the Town of Hempstead entitled "Building Construction Administration" in order to strengthen the restrictions on Building Department employees from engaging in activities which are inconsistent with, or create a conflict of interest with, their duties or with the interests of the Building Department. 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  
September 3, 2019

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

SYLVIA A. CABANA  
Town Clerk

LAURA A. GILLEN  
Supervisor

Item # 6

Case # 14509

## Town of Hempstead

**A LOCAL LAW AMENDING CHAPTER 86 OF THE CODE  
OF THE TOWN OF HEMPSTEAD ENTITLED "BUILDING  
CONSTRUCTION ADMINISTRATION."**

**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 86 of the Code of the Town of Hempstead entitled "Building Construction Administration" in order to strengthen the restrictions on Building Department employees from engaging in activities which are inconsistent with, or create a conflict of interest with, their duties or with the interests of the Building Department.

**Section 2.**

Chapter 86 of the Town Code entitled "Building Construction Administration" is hereby amended to read as follows:

§ 86-4 Restrictions on employees.

No officer or employee of the Building Department shall engage in any activity inconsistent with, or which constitutes a conflict of interest with, his/her duties or with the interests of the Building Department; nor shall ~~he~~he/she, during the term of his/her employment:

- A.** ~~he~~Be engaged directly or indirectly, supervise, or be financially interested, in any building business, in the furnishing of labor, materials, supplies or appliances for the construction, alteration, demolition or maintenance of a building, structure, service, or system, or in the preparation of plans or of specifications thereof within the unincorporated area of the Town of Hempstead, except~~ing~~ that this provision shall not prohibit any officer or employee from engaging in any such activities in connection with the construction of a building or structure owned by him/her for his/her own personal use ~~and~~and occupancy, and not constructed for sale.
- B.** Examine, inspect, pass upon, sign-off or approve any plans, specifications, work, construction, materials, or appliances, upon which he/she is or has been directly or indirectly engaged, or in which he/she has or may have had any interest, share, or investment, or in which a Relative (as defined in Chapter 38 of the Town Code), dependent or member of his or her household, or a Relative of his or her spouse, or a spouse of his or her child or sibling has an ownership interest.
- C.** Direct, or seek to influence, a subordinate employee which such officer or employee supervises, to engage in any of the prohibited conduct described in Subsection A and B hereof.
- D.** It is the intent of these provisions to prohibit impropriety and the appearance of impropriety.

**Section 3.**

This Local Law shall take effect immediately upon filing with the Secretary of State.

**NOTICE OF PUBLIC HEARING**

PLEASE TAKE NOTICE that pursuant to 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 24<sup>th</sup> day of September, 2019, at 7:00 o'clock in the evening of that day, to consider the adoption of a resolution setting aside certain parking spaces for motor vehicles for the sole use of holders of special parking permits issued by the County of Nassau to physically handicapped persons at the following locations:

**BALDWIN**

THOMAS AVENUE - north side, starting at a point 75 feet west of the west curblineline of Milburn Avenue, west for a distance of 20 feet.  
(TH-306/19)

GRAND TERRACE AVENUE - south side, starting at a point 200 feet east of the east curblineline of Grand Avenue, east for a distance of 20 feet  
(TH-314/19)

**EAST MEADOW**

ADELAIDE COURT - north side, starting at a point 247 feet east of the east curblineline of East Meadow Avenue, east for a distance of 20 feet.  
(TH-321/19)

**ELMONT**

ARCADIAN AVENUE - west side, starting at a point 121 feet north of the north curblineline of "S" Street, north for a distance of 20 feet.  
(TH-333/19)

**FRANKLIN SQUARE**

COMMONWEALTH STREET - west side, starting at a point 207 feet north of the north curblineline of Fenworth Boulevard, north for a distance of 20 feet.  
(TH-278/19)

*Item# 7*  

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*Case# 21527*

INWOOD

WALCOTT AVENUE - west side, starting at a point 93 feet south of the south curblineline of Merrill Place, following the curve, then west for a distance of 20 feet.

(TH-286/19)

OCEANSIDE

NANTUCKET LANE - east side, starting at a point 438 feet east of the east curblineline of Skillman Avenue, south for a distance of 20 feet.

(TH-318/19)

UNIONDALE

GREENGROVE AVENUE - west side, starting at a point 220 feet south of the south curblineline of Braxton Street, then south for a distance of 18 feet.

(TH-268/19)

GREENGROVE AVENUE - west side, starting at a point 275 feet south of the south curblineline of Braxton Street, south for a distance of 20 feet.

(TH-289/19)

VALLEY STREAM

ARCADIAN AVENUE - east side, starting at a point 107 feet north of the north curblineline of "S" Street, north for a distance of 20 feet.

(TH-326/19)

WANTAGH

HICKORY STREET - north side, starting at a point 210 feet west of the west curblineline of Wantagh Avenue, west for a distance of 20 feet.

(TH-291/19)

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

ELMONT

KIRKMAN AVENUE - east side, starting at a point 63 feet south of the south curblineline of Kiefer Avenue, south for a distance of 24 feet.

(TH-22/96 - 6/18/96) (TH-269/19)

FRANKLIN SQUARE

CATHEDRAL AVENUE - north side, starting at a point 78 feet west of the west curbline of New Hyde Park Road, west for a distance of 17 feet.

(TH-274/18 - 9/20/18) (TH-282/19)

OCEANSIDE

TILROSE AVENUE - north side, starting at a point 15 feet opposite the south east curbline of Stevens Street, west for a distance of 20 feet.

(TH-136/19 - 6/11/19) (TH-136(B)/19)

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

Dated: September 3, 2019  
Hempstead, New York

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF HEMPSTEAD

LAURA A. GILLEN  
Supervisor

SYLVIA A. CABANA  
Town Clerk

CASE NO. 30169  
30168

RESOLUTION NO. 997-2019

Adopted: September 3, 2019

Councilwoman Goosby offered the following  
resolution and moved its adoption:

RESOLUTION AND ORDER CALLING A PUBLIC  
HEARING ON THE IMPROVEMENT AND ADOPTION OF  
CERTAIN ROADS WITHIN ISLAND PARK (BARNUM  
ISLE) INTO THE TOWN OF HEMPSTEAD HIGHWAY  
SYSTEM.

WHEREAS, the Commissioner of the Town of Hempstead  
Department of Engineering, has proposed an improvement project  
that includes certain non-maintained roads which proposed  
improvements consist of reconstruction, raising of roadways  
and improvement to the storm water drainage system as part of  
a Governor's Office of Storm Recovery Project in Island Park  
(Barnum Isle) and has requested that the Town Board hold a  
public hearing regarding their improvement and has prepared a  
topographic survey and the line and grades to be established;  
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;

Item # 8

Case # 30169  
30168

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board adopt the following order:

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 3<sup>rd</sup> day of September, 2019.

P R E S E N T:

Hon. Laura A. Gillen, Supervisor  
Dorothy L. Goosby  
Bruce A. Blakeman  
Erin King Sweeney  
Anthony P. D'Esposito  
Dennis Dunne, Sr.  
Thomas E. Muscarella,

Council Members.

A B S E N T: NONE

----- X

IN THE MATTER

- of -

**ORDER CALLING  
PUBLIC HEARING**

THE IMPROVEMENT OF CERTAIN NON-MAINTAINED  
ROADS WITHIN ISLAND PARK (BARNUM ISLE)  
TOWN OF HEMPSTEAD, COUNTY OF NASSAU,  
STATE OF NEW YORK

----- X

WHEREAS, the Commissioner of the Town of Hempstead Department of Engineering, has proposed an improvement project that includes certain non-maintained roads and the adoption of those roads into the Town of Hempstead Highway system which proposed improvements consist of reconstruction, raising of roadways and improvements to the storm water drainage system as part of a Governor's Office of Storm Recovery Project in Island Park (Barnum Isle) 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 together with a topographic survey and lines of grade to be established; 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 at the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Village and Town of Hempstead, New York, on the 24<sup>th</sup> day of September, 2019, at 7:00 o'clock in the evening of the day, on the improvement of certain non-maintained road consisting of the improvement and raising of Decatur Place (south of Seaview Avenue), Tuttle Place (west of Decatur Place), Atlantic Place North (southeast of Broadway) and Atlantic Place South (southeast of Broadway) Barnum Isle, Island Park, New York consisting of the raising of roadways and improvements to storm water drainage system the cost of which will be paid entirely from funds provided by the New York State Governor's Office of Storm Recovery.

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: September 3, 2019  
Hempstead, New York

/s/ \_\_\_\_\_  
Laura A. Gillen, Supervisor

/s/ \_\_\_\_\_  
Dorothy L. Goosby

/s/ \_\_\_\_\_  
Bruce A. Blakeman

/s/ \_\_\_\_\_  
Erin King Sweeney

/s/ \_\_\_\_\_  
Anthony P. D'Esposito

/s/ \_\_\_\_\_  
Dennis Dunne, Sr.

/s/ \_\_\_\_\_  
Thomas E. Muscarella

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, 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 Councilman Blakeman and adopted upon roll call as follows:

AYES: SEVEN (7)

NOES: NONE (0)

**DECISION:  
S & S REALTY  
INC. IN  
OCEANSIDE**

Item # 9  
Case # 27229

CASE NO. 25843

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved  
its adoption:

RESOLUTION GRANTING OF THE APPLICATION OF GENERAL DOUGLAS MACARTHUR HIGH SCHOOL FOR A PARADE PERMIT FOR A PARADE TO BE HELD IN LEVITTOWN, NEW YORK, ON SEPTEMBER 27, 2019.

WHEREAS, Anthony Allison of Levittown, New York, Assistant Principal of the General Douglas MacArthur High School, New York has filed an application with the Town Clerk of the Town of Hempstead, for a Parade Permit for a Parade to be held in Levittown, New York, on September 27, 2019 from 5:00 PM to 6:15 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 Anthony Allison, Assistant Principal of the General Douglas MacArthur High School, 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 GREATER LONG ISLAND RUNNING  
CLUB FOR A PARADE PERMIT FOR A K-RUN HELD IN  
WANTAGH, NEW YORK, ON SEPTEMBER 22, 2019.

WHEREAS, Bob Sherman of Plainview, New York, Race Director of the  
Greater Long Island Running Club, 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 Wantagh, New York, on September 22, 2019 from 8:00 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 Bob  
Sherman, Race Director of the Greater Long Island Running Club, 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 RATIFYING AND CONFIRMING THE GRANTING  
OF THE APPLICATION OF WEST HEMPSTEAD UFSD FOR A  
PARADE PERMIT FOR A PARADE HELD IN WEST HEMPSTEAD,  
NEW YORK, ON SEPTEMBER 21, 2019.

WHEREAS, Linda Ragin of W Hempstead, New York, Counselor/ Parade  
Coordinator of the West Hempstead UFSD, New York has filed an application with  
the Town Clerk of the Town of Hempstead, for a Parade Permit for a Parade to be  
held in West Hempstead, New York, on September 21, 2019 from 12:30 PM to  
1:00 PM and

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the GRANTING of the aforesaid application of Linda  
Ragin, Counselor/ Parade Coordinator of the West Hempstead UFSD, 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 RATIFYING AND CONFIRMING THE GRANTING  
OF THE APPLICATION OF WEST HEMPSTEAD FIRE  
DEPARTMENT FOR A PARADE PERMIT FOR A PARADE HELD IN  
WEST HEMPSTEAD, NEW YORK, ON SEPTEMBER 21, 2019.

WHEREAS, Gerard Boettcher of W Hempstead, New York, Ex Captain of  
the West Hempstead Fire Department, New York has filed an application with the  
Town Clerk of the Town of Hempstead, for a Parade Permit for a Parade to be held  
in West Hempstead, New York, on September 21, 2019 from 3:00 PM to 6:00  
PM and

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

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

NOW, THEREFORE, BE IT

RESOLVED, that the GRANTING of the aforesaid application of Gerard  
Boettcher, Ex Captain of the West Hempstead Fire Department, be and the same is  
hereby RATIFIED AND CONFIRMED, subject to all the provisions of Chapter  
117 entitled Parades, Code of the Town of Hempstead

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

10

Case #

25843

CASE NO. 25843

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved  
its adoption:

RESOLUTION GRANTING OF THE APPLICATION OF H.E.V.N  
COALITION FOR A PARADE PERMIT FOR A PARADE TO  
BE HELD IN ROOSEVELT, NEW YORK, ON SEPTEMBER 28, 2019.

WHEREAS, Raymond Mackey of Uniondale, New York, Executive  
Director of the HEVN Coalition, New York has filed an application with the Town  
Clerk of the Town of Hempstead, for a Parade Permit for a Parade to be held in  
Roosevelt, New York, on September 28, 2019 from 9:00 AM to 11:00 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 Raymond Mackey,  
Executive Director of the HEVN Coalition, 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 AUTHORIZING THE AWARD OF A CONTRACT FOR THE REMOVAL, DISPOSAL AND RECYCLING OF STREET SWEEPING & DRAINAGE SEDIMENTS WITHIN THE TOWN OF HEMPSTEAD

WHEREAS, the Director of Purchasing on behalf of the Department of Highways, solicited bids for the removal, disposal and recycling of street sweeping & drainage sediments within the Town of Hempstead (the "Project"); and

WHEREAS, pursuant to such solicitation, the following bids were received and opened in the Office of the Director of Purchasing on September 11<sup>th</sup>, 2019:

<u>Bidder</u>	<u>Price for transportation provided by T.O.H.</u>	<u>Price for pick-up from Roosevelt Yard</u>
Liotta Bros Recycling Corp. 3966 Long Beach Road Island Park, NY 11558	\$ 68.60 per ton	\$ 95.50 per ton
Jamaica Ash 172 School Street Wesbury, NY 11590	\$94.00 per ton	\$122.00 per ton

and;

WHEREAS, after a review of the bids, the Commissioner of the Department of Highways (the "Commissioner") recommends that a contract for the Project be awarded to Liotta Bros Recycling Corp. (the "Contractor") as the lowest responsible bidder at its bid price of \$68.60 per ton when transportation is provided by the Town of Hempstead and \$95.50 per ton when removed from Roosevelt Highway Yard;

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

NOW THEREFORE, BE IT

RESOLVED, the Town Board hereby awards a contract for the Project to Liotta Bros Recycling Corp. of 3966 Long Beach Road, Island Park, New York 11558, as the lowest responsible bidder at its bid price of \$68.60 per ton when transportation is provided by the Town of Hempstead and \$95.50 per ton when removed from Roosevelt Highway Yard; and be it further

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

RESOLVED, that the bidder's performance bond and insurance when approved by the Town Attorney as to form, be filed in the Office of the Town Clerk together with a copy of the executed contract and bid proposal; and it be further

RESOLVED, that the Comptroller is authorized to make payments for the Project in accordance with the contract from account number 041-003-5110-4590 and account number 200-003-5650-4590.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

11

Case #

27152

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING THE SUPERVISOR TO ENTER INTO A CONTRACT WITH THE FIVE TOWNS SENIOR CENTER INC. D/B/A CENTER FOR ADULT LIFE ENRICHMENT TO PROVIDE A GRANT TO ASSIST IN ITS PROGRAM OF SERVICES TO THE ELDERLY IN THE SUM OF \$23,100.00.**

**WHEREAS**, The Center for Adult Life Enrichment, having a principal office at 37 East Rockaway Road, Hewlett, New York 11557, has sponsored and operated programs that benefit the seniors of the area for a number of years; and

**WHEREAS**, the Center for Adult Life Enrichment is making application to the Town of Hempstead for a grant of funds to assist it's programs for the year commencing January 1, 2019 through December 31, 2019, in the unincorporated communities; and

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

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the Supervisor is hereby authorized to execute a contract on behalf of the Town of Hempstead and Center For Adult Life Enrichment for the provisions of transportation services and other services upon such terms, conditions and stipulations as the Supervisor may deem fit and proper for the period commencing January 1, 2019 and terminating December 31, 2019; and that the town pay Center For Adult Life Enrichment the lump-sum amount of TWENTY THREE THOUSAND ONE HUNDRED (\$23,100.00) DOLLARS, which shall be paid out of the Town of Hempstead Department of Planning and Economic Development Budget Account No. 030-006-8020-4940, upon presentation of a proper claim.

The foregoing resolution was adopted upon roll call as follows:

AYES: ( )

NOES: ( )

Doc. No. 19-005

Item # 12

Case # 12492

**CONTRACT FOR PERSONAL SERVICES**  
**By and Between**  
**TOWN OF HEMPSTEAD**  
**And**  
**THE FIVE TOWNS SENIOR CENTER INC. D/B/A/ CENTER FOR ADULT LIFE**  
**ENRICHMENT**

**AGREEMENT** made the \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the Town of Hempstead (hereinafter "Town"), a domestic municipal corporation having its principal offices at One Washington Street, Hempstead, New York, and Five Towns Senior Center, Inc. D/B/A Center for Adult Life Enrichment. (hereinafter "Center") a non-profit corporation having its principal office at 37 East Rockaway Road, Hewlett, New York 11557.

**WITNESSETH THAT:**

**WHEREAS**, the Center has conducted basic community services and programs for the benefit of seniors in the unincorporated area of the Five Towns in the Town; and

**WHEREAS**, the Center has requested the Town to provide a grant of **TWENTY THREE THOUSAND ONE HUNDRED (\$23,100.00) DOLLARS** to assist in the operation of its 2019 season; and

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

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

1. The Center agrees to continue its operations located at 37 East Rockaway Road, Hewlett, NY 11557, during the term of this agreement.
2. The Center agrees to continue its basic community services and other programs for seniors in the unincorporated area of the Five Towns.
3. The Center agrees that such senior programs will be supervised and directed by competent adult personnel.
4. The Center agrees that the programs and services shall be monitored and evaluated by the Department of Planning and Economic Development of the Town.
5. The Center agrees not to assign, transfer, or hypothecate this agreement or any interest therein in whole or in part by agreement or novation.
6. The Center agrees that it is, at all times shall be deemed to be an independent contractor and shall not in any manner by its actions or deeds commit the Town to any obligation irrespective of the nature thereof, and that the Center shall not, at any time, for any purpose, be deemed an agent, servant or employee of the Town.
7. The Center agrees to indemnify the Town of Hempstead, its agents, its servants and employees from any and all claims of liability for bodily injury and damage to property caused by the negligence of the agents, servants and employees of the Center resulting from its operation, use and maintenance of the facilities of the Center. In addition, the Center agrees, prior to the commencement of this agreement or any renewal thereof, at its own cost and expense, policies of insurance, insuring the Center and the Town of Hempstead against any claims from any and all persons for bodily injury and property damage. Such policies shall have limits with respect to personal injuries of \$1,000,000.00 per occurrence and shall also insure against property damage in the limit of \$100,000.00 in respect to any one accident. Certificates of Insurance duly reflecting this provision of this agreement shall be delivered by the Center simultaneously with the execution of this agreement.

8. 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.

9. 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.

10. The Center agrees that in 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.

11. The Town agrees to pay the Center for the services provided by this agreement, up to the amount of TWENTY THREE THOUSAND ONE HUNDRED (\$23,100.00) DOLLARS.

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

13. The terms of this agreement shall commence January 1, 2019 and terminate the 31<sup>st</sup> day of December 2019.

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

**TOWN OF HEMPSTEAD**

By: \_\_\_\_\_

Laura A Gillen  
Supervisor

APPROVED AS TO  
Available Funds  
Date 8/30/19  
Cheryl Petri  
Cheryl Petri  
Counsel to Comptroller

APPROVED AS TO FORM  
Charles S. Heine  
SENIOR DEPUTY TOWN ATTORNEY  
DATE 8/29/19

**CENTER FOR ADULT LIFE  
ENRICHMENT**

Sign Name Lee Gerardi  
Print Name LEE Gerardi  
Title: Executive Director

APPROVED  
Doc. No. 1000/19 8/29/19  
DIRECTOR OF PURCHASING

APPROVED AS TO CONTENT  
DATE 8/28/19  
Katrina R. Brody  
COUNSEL TO COMMISSIONER  
DEPT. OF PLANNING & ECONOMIC DEVELOPMENT



## Part II - Terms and Conditions

1. Termination of Contract for Cause. If, through any cause, the consultant shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the Municipality shall, thereupon, have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Consultant under this Contract shall, at the option of the Municipality, become its property and the Consultant shall be entitled to receive just and equitable compensation for satisfactory work completed on such documents.

Notwithstanding the above, the Consultant shall not be relieved of liability to the Municipality for damages sustained by the Municipality by virtue of any breach of the Contract by the Consultant, and the Municipality may withhold any payments to the Consultant for the purpose of setoff until such time as the exact amount of damages due the Municipality from the Consultant is determined.

2. Termination for Convenience of Municipality. The Municipality may terminate this Contract any time by a notice in writing from the Municipality to the Consultant. If the Contract is terminated by the Municipality as provided herein, the Consultant will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Consultant covered by this Contract, less payments of compensation previously made. Provided, however, that if less than sixty-percent of the services covered by this Contract have been performed upon the effective date of such termination, the Consultant shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Consultant during the Contract period which are directly attributable to the uncompleted portion of the services covered by this Contract. If this Contract is terminated due to the fault of the Consultant, Section 1 hereof, relative to termination, shall apply.

3. Changes. The Municipality may, from time to time, request changes in the scope of the services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon by and between the Municipality and the Consultant, shall be incorporated in written amendments to this Contract.

#### 4. Personnel

a. The Consultant represents that he has, or will secure at this own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Municipality.

b. All the services required, hereunder, will be performed by the Consultant or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

c. No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

5. Anti-Kickback Rules. Salaries of architects, draftsmen, technical engineers, and technicians performing work under this Contract shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandated by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934, (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; title U.S.C., section 874; and title 40 U.S.C., section 276C). The Consultant shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this Contract to insure compliance by subcontractors with such relations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

6. Withholding of Salaries. If, in the performance of this Contract, there is any underpayment of salaries by the Consultant or by any subcontractor thereunder, the Municipality shall withhold from the Consultant out of payments due to him an amount sufficient to pay to employees underpaid the difference between the salaries required hereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the Municipality for and on account of the Consultant or subcontractor to the respective employees to whom they are due.

7. Claims and Disputes Pertaining to Salary Rates. Claims and disputes pertaining to salary rates or to classifications of architects, draftsmen, technical engineers, and technicians performing work under this Contract shall be promptly reported in writing by the Consultant to the Municipality for the latter's decision which shall be final with respect thereto.

8. Equal Employment Opportunity. During the performance of this Contract, the Consultant agrees as follows:

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

b. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

c. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor.

9. **Discrimination Because of Certain Labor Matters.** No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because he has filed any complaint or instituted or caused to be instituted any proceedings or has testified or is about to testify in any proceedings under or relating to the labor standards applicable hereunder to his employer.

10. **Compliance With Local Laws.** The Consultant shall comply with all applicable laws, ordinances, and codes of the State and local governments, and shall commit no trespass on any public or private property in performing any of the work embraced by this Contract.

11. **Subcontracting.** None of the services covered by this Contract shall be subcontracted without the prior written consent of the Municipality. The Consultant shall be as fully responsible to the Municipality for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by him. The Consultant shall insert in each subcontract appropriate provisions requiring compliance with the labor standards provisions of this Contract.

12. **Assignability.** The Consultant shall not assign any interests in this Contract and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the Municipality. Provided, however, that claims for money due to be come due the Consultant from the Municipality under this Contract may be assigned to a bank, trust company, or other Financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Municipality.

13. **Interest of Member of the Municipality.** No member of the governing body of the Municipality, and no other public official, officer, employee, or agent of the Municipality who exercises any functions or responsibilities in connection with the carrying out the Community Development Block Grant Program activity to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.

14. **Interest of Certain Federal Officials.** No member or Delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Contract or to any benefit to arise herefrom.

15. **Interest of Consultant.** The Consultant covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of his services hereunder. The Consultant further covenants that in the performance of this Contract no person having any such interest shall be employed.

16. **Access to Records.** The Municipality, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Consultant which are directly pertinent to this Agreement for the purpose of making audit examination, excerpts, and transcriptions. The Consultant shall preserve all such records for the period identified in the Community Development Block Grant program regulations.



17. Section 3 Compliance in the Provision of Training, Employment and Business Opportunities.

a. The work to be performed under this Contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development, is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701n. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

b. The parties to this Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

c. The Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding. If any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice conspicuous places available to employees and applicants for employment or training.

d. The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where it has notice of knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

18. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Consultant under this Contract are confidential and the Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the City.

19. Copyright. No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Consultant.

20. Section 503, Handicapped (if \$2,500 or over). Affirmative Action for Handicapped Workers.

a. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to a position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising,

layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

b. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

c. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

d. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees:

e. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

21. Section 402. Veterans of the Vietnam Era (if \$10,000 or over), Affirmative Action of Disabled Veterans and Veterans of the Vietnam era.

a. The Contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam Era in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam Era without discrimination based upon their disability or veteran status in all employment practices such as the following. Employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

b. The Contractor agrees that all suitable employment openings of the Contractor which exist at the time of the execution of this Contract and those which occur during the performance of this Contract, including those not generated by this Contract and including those occurring at an establishment of the Contractor other than the one wherein the Contract is being performed but excluding those of independently operated corporated affiliates, shall be listed at an appropriate local office of the State employment service system wherein the opening occurs. The Contractor further agrees to provide such reports to such local office regarding employment openings and hires as may be required. State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their suitable openings with the appropriate office of the State employment service, but are not required to provide those reports set forth in paragraphs d. and e.

c. Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involved the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and nonveterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group

of job applicants, and nothing herein is intended to relieve the contractor from any requirements in Executive Orders or regulations regarding nondiscrimination in employment.

d. The reports required by paragraph b. of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the Contractor has more than one hiring location in a State, with the central office of that State employment service. Such reports shall indicate for each hiring location (1) the number of individuals hired during the reporting period, (2) the number of nondisabled veterans of the Vietnam Era hired, (3) the number of disabled veterans of the Vietnam era hired, and (4) the total number of disabled veterans hired. The reports should include covered veterans hired for on-the-job training under 38 U.S.C. 1787. The Contractor shall submit a report within 30 days after the end of each reporting period wherein any performance is made on this Contract identifying data for each hiring location. The Contractor shall maintain at each hiring location copies of the reports submitted until the expiration of one year after final payment under the Contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the contracting officer of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment and placement.

e. Whenever the Contractor becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these provisions and has so advised the State system, there is no need to advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this contract clause.

f. This clause does not apply to the listing of employment openings which occur and are filled outside of the 50 states, the District of Columbia, Puerto Rico, Guam and the Virgin Islands.

g. The provisions of paragraphs b., c., d. and e. of this clause do not apply to openings which the Contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer-union arrangement for that opening.

h. As used in this clause: (1) "All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: Production and nonproduction; plant and office; laborers and mechanics; supervisory and nonsupervisory; technical; and executive, administrative, and professional openings which are compensated on a salary basis of less than \$25,000 per year. This term includes full time employment, temporary employment of more than three days' duration, and part time employment. It does not include openings which the Contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement nor openings in an educational institution which are restricted to students of that institution. Under the most compelling circumstances an employment opening may not be suitable for listing, including such situations where the needs of the government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirements of living would otherwise not be for the interest of the government.

"Appropriate office of the State employment service system means the local office of the Federal-State national system of public employment offices with assigned responsibility for serving the area where the employment opening to be filled, including the District of Columbia, Guam, Puerto Rico, and the Virgin Islands.

"Openings which the Contractor proposes to fill from within his own organization" means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings which the Contractor proposes to fill from regularly established "recall" list.

"Openings which the Contractor proposes to fill pursuant to a customary and traditional employer-union hiring arrangement" means employment openings which Contractor proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the Contractor and representatives of his employees.

i. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

j. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

k. The Contractor agrees to post in conspicuous places, available to employees and applicant for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notice shall state the Contractor's obligations under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam Era for employment, and the rights of applicants and employees.

l. The Contractor will notify each labor union or representative of workers with which it has collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Vietnam Era Veterans Readjustment Assistance Act, and is committed to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam Era.

m. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulation, or orders of the Secretary issued pursuant to the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect of any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provision, including action for noncompliance.

22. General. The Consultant shall comply with all the requirements binding upon the Municipality as part of the Community Development Block Grant Agreement and found in the Federal Regulations, 24 CFR Part 570. The Consultant shall maintain all records identified therein, and make them available to the Municipality and the Secretary of HUD.

Adopted:

Offered the following resolution and moved its adoption:

**RESOLUTION AMENDING RESOLUTION NO 817-2018 AUTHORIZING THE EXECUTION OF A CONTRACT WITH CHERRY ROAD TECHNOLOGIES, INC. FOR THE IMPLEMENTATION OF AN ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM.**

**WHEREAS**, Resolution No. 817-2018, duly adopted by the Town Board on June 5, 2018 (the "Resolution"), authorized the award of a contract (the "Original Contract") with Cherry Road Technologies, Inc., 301 Gibraltar Drive, Suite 2C Morris Plains, NJ 07950 (the "Provider"), for the implementation of an enterprise resource planning (ERP) System; and

**WHEREAS**, the Resolution further authorized payment under the Original Contract of a monthly service fee to the Provider in an amount not to exceed \$488,000.00 per year (the "Service Fee"); and

**WHEREAS**, the Commissioner of Information and Technology (the "Commissioner") has recommended that the Town amend the Resolution to increase the Service Fee to an amount not to exceed \$559,522.00 per year to reflect the need for an additional eighty (80) users of the ERP System (the "Amendment"); and

**WHEREAS**, this Board finds it to be in the best interest of the Town to authorize the Amendment; and

**NOW, THEREFORE, BE IT**

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

**RESOLVED**, that all other aspects of the Resolution shall remain unchanged and in full force and effect; and be it further

**RESOLVED**, that the Comptroller be and hereby is authorized and directed to pay the Service Fee in an amount not to exceed \$559,522.00 per year, from Information and Technology Account # 700-0501-07000-5010-00799M for the first year and Information and Technology Account # , 010-0001-16800-4030 thereafter upon receipt of a duly executed Amendment and certified claims therefor.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 13  
Case # 14301

# CHERRYROAD CLOUD SERVICES ORDERING DOCUMENT

<b>Vendor Name</b>	CherryRoad Technologies	<b>Vendor Contact</b>	Kevin Mulholland
<b>Vendor Address</b>	301 Gibraltar Drive, Suite 2C MORRIS PLAINS NJ 07950	<b>Phone Number</b>	973-541-4208
		<b>Email Address</b>	kmulholland@cherryroad.com

<b>End User Name</b>	Town of Hempstead, NY	<b>End User Technical Contact</b>	Brian Richards
<b>End User Address</b>	1 Washington Street, 3rd Floor HEMPSTEAD NY 11550	<b>Phone Number</b>	+1 (516) 812-3134
		<b>Email Address</b>	brichards@tohmail.org

**In Contract Extension Term: 18-Jun-2019 to 19-Jun-2019**

Service Period: 0.06 months					
Cloud Services		Data Center Region	Quantity	Term	Price
B69711	Oracle Fusion Financials Cloud Service - Hosted Named User	North America	60	0.06 mo	-
B69713	Oracle Fusion Expenses Cloud Service - Hosted Expense Report	North America	1000	0.06 mo	-
B69714	Oracle Fusion Advanced Collections Cloud Service - Hosted Named User	North America	5	0.06 mo	-
B69717	Oracle Fusion Purchasing Cloud Service - Hosted Named User	North America	15	0.06 mo	-
B69718	Oracle Fusion Supplier Portal Cloud Service - Hosted Named User	North America	10	0.06 mo	-
B69719	Oracle Fusion Sourcing Cloud Service - Hosted Named User	North America	10	0.06 mo	-
B69720	Oracle Fusion Procurement Contracts Cloud Service - Hosted Named User	North America	10	0.06 mo	-
B69721	Oracle Fusion Self Services Procurement Cloud Service - Hosted Named User	North America	100	0.06 mo	-
B69729	Oracle Fusion Inventory Management Cloud Service - Hosted Named User	North America	10	0.06 mo	-
B73947	Oracle Fusion Automated Invoice Processing Cloud Service - Hosted 1K Records	North America	10	0.06 mo	-
B73948	Oracle Fusion Webcenter Forms Recognition Cloud Service - Hosted 1K Records	North America	10	0.06 mo	-
B78965	Oracle Fusion Supplier Qualification Management Cloud Service - Hosted Named User	North America	5	0.06 mo	-
B78967	Oracle Fusion Grants Management Cloud Service - Hosted Named User	North America	10	0.06 mo	-
B81263	Oracle Fusion Order Management Cloud Service - Hosted 1,000 Order Lines	North America	50	0.06 mo	-
B81264	Oracle Fusion Order Management Cloud Service - Hosted Named User	North America	10	0.06 mo	-
B84576	Oracle Fusion Transactional Business Intelligence Cloud Service - Hosted Named User	North America	10	0.06 mo	-
B84628	Oracle Fusion Project Financials Cloud Service - Hosted Named User	North America	10	0.06 mo	-
B84629	Oracle Fusion Project Contract Billing Cloud Service - Hosted Named User	North America	10	0.06 mo	-
B84490	Oracle Additional Test Environment for Oracle Fusion Cloud Service - Each	North America	1	0.06 mo	-
B84490	Oracle Additional Test Environment for Oracle Fusion Cloud Service - Each	North America	1	0.06 mo	-
B84494	Oracle Transparent Data Encryption Security Cloud Service - Each	North America	1	0.06 mo	-
B85242	Oracle Fusion Learning Cloud Service - Hosted Named User	North America	1000	0.06 mo	-
B86668	Oracle Cloud Priority Support for SaaS	North America	1	0.06 mo	-
B85800	Oracle Human Capital Management Base Cloud Service - Hosted Employee	North America	2000	0.06 mo	-
B85800	Oracle Human Capital Management Base Cloud Service - Hosted Employee	North America	2000	0.06 mo	-
B86334	Oracle Fusion Payroll Cloud Service for United States - Hosted Employee	North America	2000	0.06 mo	-
B86334	Oracle Fusion Payroll Cloud Service for United States - Hosted Employee	North America	2000	0.06 mo	-
B86669	Oracle Cloud Priority Support for SaaS: Base Fee	North America	1	0.06 mo	-
B87365	Oracle HIPAA Advanced Security for Fusion SaaS in the Oracle Public Cloud - Each	North America	1	0.06 mo	-
B85698	Oracle Enterprise Planning and Budgeting Cloud Service - Hosted Named User	North America	10	0.06 mo	-
B79785	Oracle Enterprise Performance Reporting Cloud Service - Hosted Names User	North America	10	0.06 mo	-
<b>Sub Total</b>					-

Renewal Subscription Term: 20-Jun-2019 to 19-Jun-2020					
Service Period: 12 months					
	Cloud Services	Data Center Region	Quantity	Term	Price
B85800	Oracle Human Capital Management Base Cloud Service - Hosted Employee	North America	4000	12 mo	\$ 93,108
B86669	Oracle Cloud Priority Support for SaaS: Base Fee	North America	1	12 mo	\$ 2,919
B86668	Oracle Cloud Priority Support for SaaS	North America	1	12 mo	\$ -
B86334	Oracle Fusion Payroll Cloud Service for United States - Hosted Employee	North America	4000	12 mo	\$ 50,134
B75365	Oracle Fusion Time and Labor Cloud Service - Hosted Named User	North America	4000	12 mo	\$ 29,894
B84490	Oracle Additional Test Environment for Oracle Fusion Cloud Service - Each	North America	2	12 mo	\$ 29,194
B87365	Oracle HIPAA Advanced Security for Fusion SaaS in the Oracle Public Cloud - Each	North America	1	12 mo	\$ 18,600
B85242	Oracle Fusion Learning Cloud Service - Hosted Named User	North America	1000	12 mo	\$ 934
B91079	Oracle Fusion Enterprise Resource Planning Cloud Service - Hosted Named User	North America	105	12 mo	\$ 135,396
B91082	Oracle Fusion Procurement Cloud Service - Hosted Named User	North America	50	12 mo	\$ 61,346
B91055	Oracle Fusion Order Management Cloud Service - Hosted Named User	North America	60	12 mo	\$ 7,980
B91057	Oracle Fusion Supply Chain Execution Cloud Service - Hosted Named User	North America	10	12 mo	\$ 8,719
B91080	Oracle Fusion Enterprise Resource Planning for Self Service Cloud Service - Hosted Named User	North America	1010	12 mo	\$ 4,359
B91083	Oracle Fusion Procurement for Self Service Cloud Service - Hosted Named User	North America	100	12 mo	\$ 1,993
B73948	Oracle Fusion Webcenter Forms Recognition Cloud Service - Hosted 1K Records	North America	10	12 mo	\$ 1,495
B91074	Oracle Enterprise Performance Management Enterprise Cloud Service - Hosted Named User	North America	90	12 mo	\$ 107,846
B91074	Oracle Enterprise Performance Management Enterprise Cloud Service - Hosted Named User	North America	10	12 mo	\$ 5,605
<b>Renewal Term SaaS Fees - Annual</b>					<b>\$ 559,522</b>

Note: Sku B91074 with 90 users is replacement for PBCS; B91074 with 10 users is Performance Reporting

**A. Terms of Your Order**

**1. Agreement**

a. The Town of Hempstead ("You" or "end user"), has ordered the cloud services described above for your use consistent with the CherryRoad Services Agreement, dated May 31, 2018, (the "Agreement") and CherryRoad/Oracle Public Sector Cloud Services Agreement ("CSA") Dated May 31, 2018.

**2. Payment Terms:**

a. Net 30 days from invoice date

**3. Payment Frequency:**

Annual in Advance

**4. Currency:**

US Dollars

**5. Offer Valid through:**

30-SEPTEMBER-2019

**6. Services Period**

The Services Period for the Services commences on the date stated in this order. If no date is specified, then the "Cloud Services Start Date" for each Service will be the date that you are issued access that enables you to activate your Services, and the "Consulting/Professional Services Start Date" is the date that Oracle begins performing such services.

**7. Service Specifications**

The Service Specifications applicable to the Cloud Services and the Consulting/Professional Services ordered may be accessed at <http://www.oracle.com/contracts>.



**B. Additional End User Terms**

**1. Business Associate Agreement**

The Business Associate Agreement attached as an Exhibit to this order applies solely to the Oracle HIPAA Security Services ordered under this order and is effective upon the Cloud Services Start Date. The Business Associate Agreement does not apply to any previous Cloud services.

When the Oracle Cloud Services ordered under this order expire, terminate or are canceled for any reason within the terms of the Agreement, the Oracle HIPAA Services on this order will end.

You acknowledge and agree that HIPAA Security Services ordered hereunder, as set forth above, are required in connection with the Business Associate Agreement and the Oracle HIPAA services ordered under this order.

**C. Other**

**1. Order of Precedence**

In the event of inconsistencies between the terms contained in this ordering document and the agreement referenced above, this ordering document shall take precedence. This ordering document will control over the terms contained in any purchase order.

**a. Option Years**

You shall have an option to renew the subscription for the same services listed in the table above at the same usage limits for eight (8) additional 12-month renewal periods, each an "Option Year" for the fees listed below. Professional Services are not included in the Option Years.

Option Year Two:	\$559,522
Option Year Three:	\$559,522
Option Year Four:	\$559,522
Option Year Five:	\$559,522
Option Year Six:	\$559,522
Option Year Seven:	\$559,522
Option Year Eight:	\$559,522
Option Year Nine:	\$559,522

You must provide CherryRoad a minimum of 30 days' notice prior to the expiration of a service term of the end user's intent to exercise an Option Year and you must execute an order for the new option period prior to the expiration date of the existing service period. The cloud services listed above may not be renewed at the option year pricing listed above if: (i) Oracle is no longer making such cloud services generally available to customers, or (ii) You are seeking to cancel or reduce the number of user licenses of the cloud services set forth in this ordering document.

**2. Entire Agreement**

**a. Entire Agreement**

By signing below, we each agree that the agreement and this ordering document constitute the entire agreement between you and CherryRoad with regard to the subject matter herein and as such, no other preprinted, non-negotiated or other terms and conditions on any document provided by you (e.g., on a purchase order or elsewhere) shall apply. This order is placed subject to the terms of the agreement.

The signature below affirms your commitment to pay for the cloud services ordered in accordance with the terms of this ordering document and the agreement.

Customer: Town of Hempstead, NY

Signature: Arthur R Primm Jr

Name: Arthur R. Primm, Jr.

Title: Commissioner

Date: \_\_\_\_\_

**BILL TO / SHIP TO INFORMATION**

Bill To		Ship To	
<b>Customer Name</b>	CherryRoad Technologies	<b>Customer Name</b>	Town of Hempstead, NY
<b>Customer Address</b>	301 Gibraltar Drive, Suite 2C MORRIS PLAINS NJ 07950	<b>Customer Address</b>	1 Washington Street, 3rd Floor HEMPSTEAD NY 11550
<b>Contact Name</b>	Kevin Mulholland	<b>Contact Name</b>	Brian Richards
<b>Contact Phone</b>	973-541-4208	<b>Contact Phone</b>	+1 (516) 812-3134
<b>Contact Email</b>	kmulholland@cherryroad.com	<b>Contact Email</b>	brichards@tohmail.org



**DOMINICK A. LONGOBARDI** 9/18/2019  
**DEPUTY TOWN COMPTROLLER**

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING THE AWARD OF A BID TO FUTURE TECH ENTERPRISE INC. FOR THE MAINTENANCE OF CISCO SMARTNET USED THROUGHOUT THE TOWN OF HEMPSTEAD.**

**WHEREAS**, the Town of Hempstead (the "Town") requires maintenance services for Cisco Smartnet which is utilized throughout the Town for replacement and configuration assistance of all devices under contract; and

**WHEREAS**, the Department of Information and Technology (the "Department") on behalf of the Town, solicited bids for the maintenance of Cisco Smartnet for the period commencing July 15, 2019 and ending July 14, 2020 (the "Services"); and

**WHEREAS**, the following bids were received and opened in the Department of Purchasing on July 24, 2019:

Future Tech Enterprise Inc.  
101-8 Colin Drive  
Holbrook, NY 11741  
Bid Price: \$121,421.79

JKS Systems  
1265 John Fitch Blvd.  
South Windsor, CT 06074  
Bid Price: \$136,949.02

MOLA Group Corp.  
205 Tibbetts Road  
Yonkers, NY 10705  
Bid Price: \$143,050.42

**WHEREAS**, the Commissioner of Information & Technology (the "Commissioner") has recommended that the bid for the Services be awarded to Future Tech Enterprise Inc. 101-8 Colin Drive Holbrook, NY 11741, as the lowest responsible bidder at its bid price set forth above; and

**WHEREAS**, consistent with the recommendation of the Commissioner, this Board finds it to be in the best interests of the Town to authorize an agreement with Future Tech Enterprise Inc. for the Services (the "Agreement").

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the Town Board authorizes the Agreement with Future Tech Enterprise Inc., 101-8 Colin Drive Holbrook, NY 11741, commencing July 15, 2019 and ending

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14301

July 14, 2020, as the lowest responsible bidder with a bid price not to exceed \$121,421.79; and be it further

**RESOLVED**, that the Commissioner is authorized and directed to execute the contract documents, if any, prepared herewith in connection with the Agreement; and be it further

**RESOLVED**, that the Comptroller is authorized and directed to make payment from the Department of Information and Technology account 010-0001-16800-4030 in an amount not to exceed \$121,421.79.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING THE RENEWAL OF A  
MAINTENANCE AGREEMENT WITH CINCINNATI TIME  
RECORDER, INC. FOR THE ATTENDANCE ENTERPRISE  
SOFTWARE.**

**WHEREAS**, the Town of Hempstead (the "Town") had an agreement with Cincinnati Time Recorder, Inc., 907 Broadway, New York, NY 10010, for maintenance of the Attendance Enterprise Software used to analyze data from the InfoTronics hand scanners used by the Town to track employee attendance (the "Maintenance Agreement"); and

**WHEREAS**, the Maintenance Agreement expired on June 30, 2019; and

**WHEREAS**, the Town requires the continued maintenance of the Attendance Enterprise Software (the "Services"); and

**WHEREAS**, Cincinnati Time Recorder, Inc. is the exclusive InfoTronics distributor and a sole source provider of 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 Cincinnati Time Recorder, Inc. for the Services, for an additional period of two years commencing on July 1, 2019; and

**WHEREAS**, consistent with the recommendation of the Commissioner, this Board wishes to authorize the renewal and use of the Maintenance Agreement between the Town and Cincinnati Time Recorder, Inc. for an additional period of two years commencing on July 1, 2019.

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the renewal of the Maintenance Agreement for an additional period of two years commencing on July 1, 2019 is hereby 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 Cincinnati Time Recorder, Inc., 907 Broadway, New York, NY 10010 to provide the Services; and be it further

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14301

**RESOLVED**, that the Comptroller is authorized and directed to make payment from the Department of Information and Technology account 010-0001-16800-4030-000000-000-00000 in an amount not to exceed \$36,118.80 for the two year renewal period.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING AN AGREEMENT WITH S3 LLC FOR THE MAINTENANCE OF ONE XEROX D95CP PRINTER UNDER NEW YORK STATE CONTRACT PT66616**

**WHEREAS**, The Town of Hempstead (the "Town") had an agreement with S3 LLC, 516 Cherry Lane, Floral Park, NY 11001 for the maintenance of one Xerox D95CP Printer (the "Maintenance Agreement"); and

**WHEREAS**, the Maintenance Agreement expired on February 28, 2019; and

**WHEREAS**, the Town requires the continued maintenance of the Printer (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 S3 LLC for the Services, for an additional period of one year commencing on March 1, 2019; and

**WHEREAS**, consistent with the recommendation of the Commissioner, this Board wishes to authorize the renewal and use of the Maintenance Agreement between the Town and S3 LLC for an additional period of one year commencing on March 1, 2019.

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the renewal of the Maintenance Agreement for an additional period of one year commencing on March 1, 2019 is hereby 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 S3 LLC 516 Cherry Lane Floral Park, NY 11001 to provide the Services; and be it further

**RESOLVED**, that the Comptroller is authorized and directed to make payment in an amount not to exceed \$4200.00 for a one year period from the Department of Information and Technology account 010-0001-16800-4030-000000-000-00000

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

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Case #

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14301

CASE NO.

RESOLUTION NO.

Adopted:

and moved its adoption: offered the following resolution

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH CDW-G, AN AUTHORIZED RETAILER OF GRANICUS NOVUS AGENDA SOFTWARE.**

**WHEREAS**, the Town Clerk of the Town of Hempstead (the "Town") has recommended that the Town purchase agenda management software to aid personnel in organizing Town Board agendas and other related tasks, and to further the Town's ongoing efforts to promote transparency in government (the "Services"); and

**WHEREAS**, Granicus offers an electronic paperless meeting-management software system called Novus Agenda (the "Software"); and

**WHEREAS**, Sourcewell (formerly known as the National Joint Powers Alliance "NJPA"), is a political subdivision and government unit of the State of Minnesota authorized to enter into agreements with other government units in the United States and Canada to jointly or cooperatively exercise any power common to the contracting powers or similar powers; and

**WHEREAS**, by Resolution No. 1163-2017 the Town was authorized to enter into a Joint Exercise of Powers Agreement with Sourcewell for the purpose of enabling the Town to access available competitively sourced contracts for goods and services from Sourcewell Awarded Vendors; and

**WHEREAS**, CDW-G, 75 Remittance Drive, Suite 1515, Chicago, IL 60675, is a Sourcewell Awarded Vendor (Sourcewell Contract#: 100614) authorized to sell the Software; and

**WHEREAS**, the cost for the Software customization, installation and training (the "Implementation") is \$17,631.25, and the annual subscription fee for the period commencing October 1, 2019 and terminating September 30, 2020 is \$55,330.48, for a total first year cost of \$72,961.73; and

**WHEREAS**, consistent with the aforementioned recommendation, this Board wishes to authorize the use of the contract between Sourcewell and CDW-G for the provision of the Services for the period commencing October 1, 2019 and terminating on September 30, 2020 at the above stated cost (the "Agreement").

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the Town Board hereby authorizes the Agreement with CDW-G, 75 Remittance Drive, Suite 1515, Chicago, IL 60675 at an Implementation price not to exceed \$17,631.25 and an annual subscription fee not to exceed \$55,330.48 for a total not to exceed amount of \$72,961.73 for the year; and be it further

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17

Case #

14301 +

6085



**RESOLVED**, that the Town Board further authorizes the Supervisor to execute the contract documents, if any, prepared herewith in connection with the Services; and be it further

**RESOLVED**, that the Comptroller is authorized and directed to make one payment for the cost of the annual subscription fee in an amount not to exceed \$55,330.48 from the Information and Technology Fees and Technology Account No. 010-001-1680-4151 and upon receipt of a properly executed claim form, and in an amount not to exceed \$17,631.25 upon completion of set up and training from Information and Technology Capital Account No. 7AA4-501-7AA4-5010, for a total not to exceed payment amount of \$72,961.73.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING AN AGREEMENT WITH S3 LLC FOR MAINTENANCE OF TWO XEROX PHASER MODEL 5550DT PRINTERS USED IN TOWN BOARD.**

**WHEREAS**, The Town of Hempstead (the "Town") had an agreement with S3 LLC, 516 Cherry Lane, Floral Park, NY 11001 for the maintenance of two Xerox Phaser Model 5550DT Printers (the "Maintenance Agreement"); and

**WHEREAS**, the Maintenance Agreement expired on April 30, 2019; and

**WHEREAS**, the Town requires the continued maintenance of the Printers (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 S3 LLC for the Services, for an additional period of one year commencing on May 1, 2019; and

**WHEREAS**, consistent with the recommendation of the Commissioner, this Board wishes to authorize the renewal and use of the Maintenance Agreement between the Town and S3 LLC for an additional period of one year commencing on May 1, 2019.

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the renewal of the Maintenance Agreement for an additional period of one year commencing on May 1, 2019 is hereby 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 S3 LLC, 516 Cherry Lane, Floral Park, NY 11001 to provide the Services; and be it further

**RESOLVED**, that the Comptroller is authorized and directed to make payment in an amount not to exceed \$2188.37 for a one year period from the Department of Information and Technology account 010-0001-16800-4030-000000-000-00000.

The foregoing resolution was adopted upon roll call as follows:

Item #

18

Case #

29339

AYES:

NOES:

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING AN AGREEMENT WITH S3 LLC FOR MAINTENANCE ONE XEROX WORK CENTRE MODEL 7845PT2 PRINTER USED IN TOWN BOARD.**

**WHEREAS**, The Town of Hempstead (the "Town") had an agreement with S3 LLC 516 Cherry Lane Floral Park, NY 11001 for maintenance for one Xerox Work Centre 7845PT2 Printer (the "Maintenance Agreement"); and

**WHEREAS**, the Maintenance Agreement expired on June 30, 2019; and

**WHEREAS**, the Town requires the continued maintenance of the Printer (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 S3 LLC for the Services, for an additional period of one year commencing on July 1, 2019; and

**WHEREAS**, consistent with the recommendation of the Commissioner, this Board wishes to authorize the renewal and use of the Maintenance Agreement between the Town and S3 LLC for an additional period of one year commencing on July 1, 2019.

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the renewal of the Maintenance Agreement for an additional period of one year commencing on July 1, 2019 is hereby 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 S3 LLC 516 Cherry Lane Floral Park, NY 11001 to provide the Services; and be it further

**RESOLVED**, that the Comptroller is authorized and directed to make payment in an amount not to exceed \$6982.90 for a one year period from the Department of Information and Technology account 010-0001-16800-4030-000000-000-00000

Item # 19

Case # 29339

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

CASE NO.

RESOLUTION NO.

ADOPTED:

Offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE COMMISSIONER OF BUILDING TO RENEW A MAINTENANCE AGREEMENT WITH S3 LLC TO MAINTAIN A XEROX COLOR COPY MACHINE, MODEL XC-C70 EQUIPMENT S/N E2B666690

WHEREAS, there is presently installed in the Department of Buildings, a Xerox Color Model XC-C70 and it is desirable and necessary that this machine continue to be covered under a service maintenance agreement; and

WHEREAS, S3 LLC, 516 Cherry Lane, Floral Park, New York, pursuant to New York State Contract #PT66616, has submitted a machine service agreement providing all service and parts to keep this machine in efficient operation;

NOW THEREFOR, BE IT

RESOLVED, that the machine service agreement between S3 LLC, and the Town of Hempstead to service, repair and maintain the said copy machine, including all necessary parts, supplies and labor at an annual charge of \$4,974.00 (Four Thousand Nine Hundred and Seventy-Four Dollars) effective 9/19/2019 – 9/18/20 be and the same is hereby approved, and be it further

RESOLVED, that payments for said maintenance service contract shall be charged against the maintenance of equipment account #030-002-3620-4030 of the Department of Buildings and payments made to S3 LLC.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

20

Case #

9740

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE RATIFICATION AND AFFIRMATION OF  
VARIOUS ARTIST ENGAGEMENT AND CHILDREN SHOW AGREEMENTS  
IN CONJUNCTION WITH THE TOWN'S ANNUAL FAMILY FESTIVAL BY THE  
SEA

WHEREAS, the Town of Hempstead annually hosts a Family Festival By The Sea event which typically include a number of band performances as well as certain children's shows; and

WHEREAS in conjunction with the Town's 2019 annual Family Festival By The Sea event, the Department of Parks and Recreation has previously entered into various Artist Engagement Agreements with music performance bands as well as several Children Show Agreements, each as more particularly identified on Schedule "A" attached hereto; and

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

WHEREAS, this Town Board finds that the ratification and affirmation of the Artist Engagement and Children Show Agreements respectively identified on Schedule "A" in conjunction with the Town's 2019 Family Festival By The Sea performances is in the best interest of the Town.

NOW, THEREFORE, BE IT

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

BE IT FURTHER

RESOLVED, that the Comptroller be and hereby is authorized to make payments under the aforementioned various Artist Engagement and Children Show Agreements from Parks and Recreation Account number 400-0007-71100-4793.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

21

Case #

29910

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING AN INCREASE IN SERIAL BOND REVENUE ACCOUNT  
IN ALL REFUSE & GARBAGE DISTRICTS AND AN INCREASE IN JUDGMENT &  
LITIGATION EXPENSE ACCOUNTS IN ALL REFUSE & GARBAGE DISTRICTS**

WHEREAS, the increase is for serial bond revenue raised to offset the litigation expenses  
for the utility cases

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor be and she hereby is authorized to effect the following  
supplemental revenue and appropriations in the budget for the fiscal year ended December  
31, 2018:

**301-006-0301 TOH REFUSE DISPOSAL DISTRICT**

INCREASE: 5710 Serial Bond Revenue	\$43,008,050.00
INCREASE: 4150 Judgment & Litigations	\$43,008,050.00

**321-006-0321 LIDO-POINT LOOKOUT REFUSE & GARBAGE COLLECTION**

INCREASE: 5710 Serial Bond Revenue	\$1,530,795.00
INCREASE: 4150 Judgment & Litigations	\$1,530,795.00

**322-006-0322 MERRICK-NORTH MERRICK REFUSE & GARGAGE COLLECTON**

INCREASE: 5710 Serial Bond Revenue	\$3,936,330.00
INCREASE: 4150 Judgment & Litigations	\$3,936,330.00

**323-006-0323 TOWN OF HEMPSTEAD REFUSE & GARBAGE COLLECTION**

INCREASE: 5710 Serial Bond Revenue	\$24,419,825.00
INCREASE: 4150 Judgment & Litigations	\$24,419,825.00

The foregoing resolution was adopted upon roll call as follow

AYES:

NOES:

Item #

27

Case #

4822



CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved  
its adoption:

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

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

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

ANTHEM, INC.	\$2,300.00
CENTERLIGHT HEALTHCARE, INC.	\$ 500.00
CLEARCAPTIONS, LLC	\$ 500.00
CONNECT AMERICA.COM LLC	\$ 500.00
EMBLEMHEATLH	\$ 900.00
LYNBROOK RESTORATIVE THERAPY AND NURSING	\$ 800.00
PARKER JEWISH INSTITUTE	\$ 500.00

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

NOW, THEREFORE, BE IT

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

RESOLVED, that the Comptroller be and he hereby is  
authorized and directed to accept funds donated by various  
institutions, to be deposited into the Code 010-004-6772-2705,  
Department of Senior Enrichment Gifts and Donations Revenue  
Account.

The foregoing resolution was adopted upon roll call as  
follows:

AYES:

NOES:

Item #

23

Case #

13441

Case No.

Resolution No.

Adopted

offered the following resolution and moved its adoption as follows:

RESOLUTION AUTHORIZING THE TOWN OF HEMPSTEAD TO  
ACCEPT A DONATION IN THE AMOUNT OF \$993.00 FROM THE  
LEVITTOWN BUSINESS CORRIDOR IMPROVEMENT ASSOCIATION

WHEREAS, the Levittown Business Corridor Improvement Association (the "Association") wishes to donate the sum of \$993.00 to the Town for the specific purpose of having said funds expended by the Town in connection with the purchase of new American Flags to be displayed along Hempstead Turnpike in Levittown in conjunction with Levittown's annual Memorial Day Parade (the "Purpose"); and

WHEREAS, the Association has acknowledged its understanding in writing that the American Flags purchased with its donation will be under the total jurisdiction of the Town and that the Association will not have any rights with regard to the use of the subject American Flags aside from the Town's commitment to display the flags along Hempstead Turnpike in Levittown in conjunction with Levittown's annual Memorial Day Parade; and

WHEREAS, the Town desires to accept the \$993.00 donation from the Association to further the Purpose;

NOW, THEREFORE, BE IT

RESOLVED, that the Town of Hempstead hereby agrees to accept the \$993.00 donation from the Association and expend such donated funds consistent with the Purpose; and

BE IT FURTHER

RESOLVED, that the Town Comptroller be and hereby is authorized to deposit the \$993.00 donation from the Association into Account # 400-007-7110-2705; and

BE IT FURTHER

RESOLVED, that the Commissioner of the Department be and hereby is authorized to purchase new American Flags to further the Purpose in a quantity whose related purchase price shall not exceed \$993.00 in the aggregate.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

24

Case #

21943

CASE NO.

RESOLUTION NO.

Adopted:

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

RESOLUTION AUTHORIZING PAYMENT FOR  
ELECTION EXPENSES INCURRED IN CONNECTION  
WITH THE SPECIAL ELECTION CONDUCTED BY  
THE BAY PARK LIBRARY FUNDING DISTRICT.

WHEREAS, on August 27, 2019 the Bay Park Library Funding District conducted a special election regarding the selection of the district's vendor for library services and the district's contract and budget; and

WHEREAS, in order to conduct such election, it was necessary to obtain the below listed services at the cost set opposite the vendor's name; and

WHEREAS, it is in the public interest that the election service providers be paid for services rendered or supplied;

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor be and hereby is authorized to pay in connection with the Bay Park Library Funding District special election:

LiRO GIS, Inc. 3 Aerial Way Syosset, NY 11791 Preparation of Library Funding District Maps and Funding District Registration Books	\$2,483.00
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Nassau County Board of Elections	\$34.50
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Valarie Angrillo, Annabella Smorto, Thomas Alfano, Jr. (Polling Place Inspectors)	\$175.00 each
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and such services shall be paid out of and charged against the Bay Park Library Funding District Election Expenses Account.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

25

Case #

25919

CASE NO.

RESOLUTION NO.

Adopted:

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

RESOLUTION AUTHORIZING PAYMENT FOR  
ELECTION EXPENSES INCURRED IN CONNECTION  
WITH THE SPECIAL ELECTION CONDUCTED BY  
THE MILL BROOK LIBRARY FUNDING DISTRICT.

WHEREAS, on August 27, 2019 the Mill Brook Library Funding District conducted a special election regarding the selection of the district's vendor for library services and the district's contract and budget; and

WHEREAS, in order to conduct such election, it was necessary to obtain the below listed services at the cost set opposite the vendor's name; and

WHEREAS, it is in the public interest that the election service providers be paid for services rendered or supplied;

NOW, THEREFORE, BE IT

RESOLVED, that the Supervisor be and hereby is authorized to pay in connection with the Mill Brook Library Funding District special election:

LiRO GIS, Inc. 3 Aerial Way Syosset, NY 11791 Preparation of Library Funding District Maps and Funding District Registration Books	\$3,161.00
Nassau County Board of Elections	\$34.50
Maria Polio, William Draught, Keith Connolly, Jacqueline Mineo, Gloriana Fratarcangeli, Luci Mineo, Deborah LaRosa, Celeste Esopa, Deanna Meneses Helen Vesik (Polling Place Inspectors)	\$175.00 each

and such services shall be paid out of and charged against the Mill Brook Library Funding District Election Expenses Account.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

26

Case #

26743

CASE NO.

RESOLUTION NO.

Adopted:

offered

the following resolution and moved its adoption:

RESOLUTION APPROVING SITE PLANS SUBMITTED BY MICHAEL DUBB ON BEHALF OF BEECHWOOD MEADOW EAST, LLC, IN CONNECTION WITH BUILDING APPLICATION #201904769 TO CONSTRUCT A 48 UNIT RESIDENTIAL (CA) MULTI-FAMILY DEVELOPMENT WITH ASSOCIATED SITE IMPROVEMENTS LOCATED ON THE EAST SIDE OF EAST MEADOW AVENUE, 86.45' NORTH OF NORTH JERUSALEM AVENUE, EAST MEADOW, TOWN OF HEMPSTEAD, NEW YORK.

WHEREAS, heretofore, Michael Dubb, on behalf of Beechwood Meadow East, LLC has submitted an application bearing #201904769, to construct a 48 unit residential (CA) multi-family development with associated site improvements located on the east side of East Meadow Avenue, 86.45' north of North Jerusalem Avenue, East Meadow, Town of Hempstead, New York; and

WHEREAS, in connection with such application and pursuant to the requirements of Section 305 of Article XXXI of the Building Zone Ordinance of the Town of Hempstead, said applicant has submitted a Site Plan, dated July, 2018, last revised August 13, 2019, and bearing the seal of Joseph R. Amato, P.E., License # 56484, University of the State of New York, which site plans show the use, dimensions, types and locations of each of the buildings, structures, or other improvements existing or proposed to be installed, erected or altered upon the site shown and the provisions proposed to be made for the facilities and improvements required by said Section 305 to be shown; and

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

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

NOW THEREFORE, BE IT

RESOLVED, that the site plan submitted by Michael Dubb and Beechwood Meadow East, LLC entitled Site Plan, dated July, 2018 and last revised August 13, 2019 and bearing the seal of Joseph R. Amato, P.E., License #56484, University of the State of New York, in connection with building application #201904769, to construct a 48 unit residential (CA) multi-family development with associated site improvements located on the east side of East Meadow Avenue, 86.45' north of North Jerusalem Avenue, East Meadow, Town of Hempstead, New York, be and the same is hereby approved.

The foregoing resolution was adopted upon role call as follows:

AYES:

NOES:

Item # 27

Case # 29250

Adopted:

Council  
moved for its adoption:

offered the following resolution and

RESOLUTION ADOPTING A S.E.Q.R. NEGATIVE DECLARATION AND DETERMINATION OF NON-SIGNIFICANCE IN CONNECTION WITH AN APPLICATION FOR SITE PLAN APPROVAL FOR A PARCEL OF LAND LOCATED IN UNIONDALE, COUNTY OF NASSAU, STATE OF NEW YORK.

WHEREAS, the applicant, The Academy Charter School, has submitted to the Town of Hempstead an application for site plan approval for a 5.68 acre parcel of land located at 100 Charles Lindbergh Boulevard, Uniondale, NY; and

WHEREAS, the purpose of the proposed site plan approval is to allow for the demolition of 12,354.8 square foot portion of the existing building and the construction of a 42,313.8 square foot addition in its place to include a High School; and

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

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

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

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

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

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

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

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

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

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

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

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

Item # 28

Case # 30179

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 site plan approval for said parcel of land located in Uniondale, New York; and

BE IT FURTHER

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

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

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

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

DOOR

CASE NO.

RESOLUTION NO.

ADOPTED:

RESOLUTION AUTHORIZING THE COMMISSIONER OF THE TOWN OF HEMPSTEAD DEPARTMENT OF OCCUPATIONAL RESOURCES TO EXECUTE THE OUT-OF-SCHOOL YOUTH SERVICES CONTRACT BETWEEN THE TOWN OF HEMPSTEAD DEPARTMENT OF OCCUPATIONAL RESOURCES AND NASSAU BOCES.

WHEREAS, the Town of Hempstead Department of Occupational Resources has conducted a request for proposals process for Out-Of-School Youth Services;

WHEREAS, pursuant to the request for proposals process for Out-Of-School Youth Services, the Town of Hempstead Department of Occupational Resources wishes to execute a contract with Nassau BOCES.

NOW THEREFORE, BE IT

RESOLVED, by the Town Board of the Town of Hempstead that the Supervisor of the Town of Hempstead is hereby authorized to authorize the Commissioner of the Town of Hempstead Department of Occupational Resources to execute the contract between the Town of Hempstead Department of Occupational Resources and Nassau BOCES for the provision of Out-Of-School Youth Services for the period of July 1, 2019 through June 30, 2021;

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

29

Case #

24824



DOOR

CASE NO.

RESOLUTION NO.

ADOPTED:

RESOLUTION AUTHORIZING THE COMMISSIONER OF THE TOWN OF HEMPSTEAD DEPARTMENT OF OCCUPATIONAL RESOURCES TO EXECUTE THE DISABILITY EMPLOYMENT INITIATIVE CONSULTING SERVICES CONTRACT BETWEEN THE TOWN OF HEMPSTEAD DEPARTMENT OF OCCUPATIONAL RESOURCES AND CAREER AND EMPLOYMENT OPTIONS, INC.

WHEREAS, the Town of Hempstead Department of Occupational Resources has conducted a request for proposals process for Disability Employment Initiative Consulting Services, Inc.;

WHEREAS, pursuant to the request for proposals process for Disability Employment Initiative Consulting Services, Inc. the Town of Hempstead Department of Occupational Resources wishes to execute a contract with Career and Employment Options, Inc.

NOW THEREFORE, BE IT

RESOLVED, by the Town Board of the Town of Hempstead that the Supervisor of the Town of Hempstead is hereby authorized to authorize the Commissioner of the Town of Hempstead Department of Occupational Resources to execute the contract between the Town of Hempstead Department of Occupational Resources and Career and Employment Options, Inc. for the provision of Disability Employment Initiative Consulting Services, Inc. for the period of October 1, 2019 through September 30, 2020;

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

30

Case #

24824

DOOR

CASE NO.

RESOLUTION NO.

ADOPTED:

RESOLUTION AUTHORIZING THE COMMISSIONER OF THE TOWN OF HEMPSTEAD DEPARTMENT OF OCCUPATIONAL RESOURCES TO EXECUTE THE WORKFORCE DEVELOPMENT STAFF TRAINING SERVICES CONTRACT BETWEEN THE TOWN OF HEMPSTEAD DEPARTMENT OF OCCUPATIONAL RESOURCES AND OUR ABILITY.

WHEREAS, the Town of Hempstead Department of Occupational Resources has conducted a request for proposals process for Workforce Development Staff Training Services, Inc.;

WHEREAS, pursuant to the request for Workforce Development Staff Training Services, Inc. the Town of Hempstead Department of Occupational Resources wishes to execute a contract with Our Ability.

NOW THEREFORE, BE IT

RESOLVED, by the Town Board of the Town of Hempstead that the Supervisor of the Town of Hempstead is hereby authorized to authorize the Commissioner of the Town of Hempstead Department of Occupational Resources to execute the contract between the Town of Hempstead Department of Occupational Resources and Our Ability for the provision of Workforce Development Staff Training Services, Inc. for the period of July 1, 2019 through June 30, 2021;

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

31

Case #

24824

DOOR

CASE NO.

RESOLUTION NO.

ADOPTED:

RESOLUTION AUTHORIZING THE COMMISSIONER OF THE TOWN OF HEMPSTEAD DEPARTMENT OF OCCUPATIONAL RESOURCES TO EXECUTE A CONTRACT FOR INFORMATION TECHNOLOGY – DATABASE MANAGEMENT AND DEVELOPMENT, LOCAL AREA NETWORK ADMINISTRATION AND WEB DEVELOPMENT CONSULTING SERVICES BETWEEN THE TOWN OF HEMPSTEAD DEPARTMENT OF OCCUPATIONAL RESOURCES AND DIVERSIFIED MICRO SYSYEMS, INC.

WHEREAS, the Town of Hempstead Department of Occupational Resources has conducted a request for proposals process for Information Technology – Database Management and Development, Local Area Network Administration and Web Development Consulting Services;

WHEREAS, pursuant to the request for proposals process for Information Technology – Database Management and Development, Local Area Network Administration and Web Development Consulting Services, the Town of Hempstead Department of Occupational Resources wishes to execute a contract with Diversified Micro Systems, Inc.;

NOW THEREFORE, BE IT

RESOLVED, by the Town Board of the Town of Hempstead that the Supervisor of the Town of Hempstead is hereby authorized to authorize the Commissioner of the Town of Hempstead Department of Occupational Resources to execute a contract between the Town of Hempstead Department of Occupational Resources and Diversified Micro Systems, Inc for the provision of Information Technology – Database Management and Development, Local Area Network Administration and Web Development Consulting Services for the period of October 1, 2019 through November 30, 2019;

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

32

Case #

24824

DOOR.

CASE NO.

RESOLUTION NO.

ADOPTED:

RESOLUTION AUTHORIZING THE COMMISSIONER OF THE TOWN OF HEMPSTEAD DEPARTMENT OF OCCUPATIONAL RESOURCES TO EXECUTE THE INFORMATION TECHNOLOGY – ONE-STOP OPERATING SYSTEM COORDINATION AND STAFF TRAINING CONTRACT BETWEEN THE TOWN OF HEMPSTEAD DEPARTMENT OF OCCUPATIONAL RESOURCES AND D.M. CORDES CONSULTING, INC.

WHEREAS, the Town of Hempstead Department of Occupational Resources has Conducted a request for proposals process for Information Technology – One-Stop Operating System Coordination and Staff Training Services;

WHEREAS, pursuant to the request for proposals process for Information Technology – One-Stop Operating System Coordination and Staff Training Services, the Town of Hempstead Department of Occupational Resources wishes to execute a contract with D.M. Cordes Consulting, Inc.;

NOW THEREFORE, BE IT

RESOLVED, by the Town Board of the Town of Hempstead that the Supervisor of the Town of Hempstead is hereby authorized to authorize the Commissioner of the Town of Hempstead Department of Occupational Resources to execute the contract between the Town of Hempstead Department of Occupational Resources and D.M. Cordes Consulting, Inc. for the provision of Information Technology – One-Stop Operating System Coordination and Staff Training Services for the period of October 1, 2019 through June 30, 2021;

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

33

Case #

24824

DOOR

CASE NO.

RESOLUTION NO.

ADOPTED:

RESOLUTION AUTHORIZING THE COMMISSIONER OF THE TOWN OF HEMPSTEAD DEPARTMENT OF OCCUPATIONAL RESOURCES TO EXECUTE THE ONE-STOP STAFF SERVICES CONTRACT BETWEEN THE TOWN OF HEMPSTEAD DEPARTMENT OF OCCUPATIONAL RESOURCES AND LONG BEACH ADULT LEARNING CENTER

WHEREAS, the Town of Hempstead Department of Occupational Resources has conducted a request for proposals process for One-Stop Staff Services;

WHEREAS, pursuant to the request for proposals process for One-Stop Staff Services, the Town of Hempstead Department of Occupational Resources wishes to execute a contract with the Long Beach Adult Learning Center

NOW THEREFORE, BE IT

RESOLVED, by the Town Board of the Town of Hempstead that the Supervisor of the Town of Hempstead is hereby authorized to authorize the Commissioner of the Town of Hempstead Department of Occupational Resources to execute the contract between the Town of Hempstead Department of Occupational Resources and Long Beach Adult Learning Center for the provision of One-Stop Staff Services for the period of October 1, 2019 through June 30, 2021;

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

34

Case #

24824

DOOR

CASE NO.

RESOLUTION NO.

ADOPTED:

RESOLUTION AUTHORIZING THE COMMISSIONER OF THE TOWN OF HEMPSTEAD DEPARTMENT OF OCCUPATIONAL RESOURCES TO EXECUTE THE OUT-OF-SCHOOL YOUTH SERVICES CONTRACT BETWEEN THE TOWN OF HEMPSTEAD DEPARTMENT OF OCCUPATIONAL RESOURCES AND EAC NETWORK.

WHEREAS, the Town of Hempstead Department of Occupational Resources has conducted a request for proposals process for Out-Of-School Youth Services;

WHEREAS, pursuant to the request for proposals process for Out-Of-School Youth Services, the Town of Hempstead Department of Occupational Resources wishes to execute a contract with EAC Network;

NOW THEREFORE, BE IT

RESOLVED, by the Town Board of the Town of Hempstead that the Supervisor of the Town of Hempstead is hereby authorized to authorize the Commissioner of the Town of Hempstead Department of Occupational Resources to execute the contract between the Town of Hempstead Department of Occupational Resources and EAC Network for the provision of Out-Of-School Youth Services for the period of October 1, 2019 through June 30, 2021;

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

35

Case #

24824

DOOR

CASE NO.

RESOLUTION NO.

ADOPTED:

RESOLUTION AUTHORIZING THE COMMISSIONER OF THE TOWN OF HEMPSTEAD DEPARTMENT OF OCCUPATIONAL RESOURCES TO EXECUTE A CONTRACT FOR INFORMATION TECHNOLOGY – DATABASE CONSULTING SERVICES BETWEEN THE TOWN OF HEMPSTEAD DEPARTMENT OF OCCUPATIONAL RESOURCES AND GEORGE C. MUELLER & CO., LTD.

WHEREAS, the Town of Hempstead Department of Occupational Resources has conducted a request for proposals process for Information Technology – Database Consulting Services;

WHEREAS, pursuant to the request for proposals process for Information Technology – Database Consulting Services, the Town of Hempstead Department of Occupational Resources wishes to execute a contract with George C. Mueller & Co., Ltd.

NOW THEREFORE, BE IT

RESOLVED, by the Town Board of the Town of Hempstead that the Supervisor of the Town of Hempstead is hereby authorized to authorize the Commissioner of the Town of Hempstead Department of Occupational Resources to execute a contract between the Town of Hempstead Department of Occupational Resources and George C. Mueller & Co., Ltd. for the provision of Information Technology – Database Consulting Services for the period of September 24, 2019 through November 30, 2019;

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

36

Case #

24824

DOOR

CASE NO.

RESOLUTION NO.

ADOPTED:

RESOLUTION AUTHORIZING THE COMMISSIONER OF THE TOWN OF HEMPSTEAD DEPARTMENT OF OCCUPATIONAL RESOURCES TO EXECUTE THE ONE-STOP STAFF SERVICES CONTRACT BETWEEN THE TOWN OF HEMPSTEAD DEPARTMENT OF OCCUPATIONAL RESOURCES AND GOODWILL INDUSTRIES OF GREATER NEW YORK AND NORTHERN NEW JERSEY, INC.

WHEREAS, the Town of Hempstead Department of Occupational Resources has conducted a request for proposals process for One-Stop Staff Services;

WHEREAS, pursuant to the request for proposals process for One-Stop Staff Services, the Town of Hempstead Department of Occupational Resources wishes to execute a contract with Goodwill Industries of Greater New York and Northern New Jersey, Inc.

NOW THEREFORE, BE IT

RESOLVED, by the Town Board of the Town of Hempstead that the Supervisor of the Town of Hempstead is hereby authorized to authorize the Commissioner of the Town of Hempstead Department of Occupational Resources to execute the contract between the Town of Hempstead Department of Occupational Resources and Goodwill Industries of Greater New York And Northern New Jersey, Inc. for the provision of One-Stop Staff Services for the period of October 1, 2019 through June 30, 2021;

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

37

Case #

24824



DOOR

CASE NO.

RESOLUTION NO.

ADOPTED:

RESOLUTION AUTHORIZING THE COMMISSIONER OF THE TOWN OF HEMPSTEAD DEPARTMENT OF OCCUPATIONAL RESOURCES TO EXECUTE THE ONE-STOP OPERATOR SERVICES CONTRACT BETWEEN THE TOWN OF HEMPSTEAD DEPARTMENT OF OCCUPATIONAL RESOURCES AND GOODWILL INDUSTRIES OF GREATER NEW YORK AND NORTHERN NEW JERSEY, INC.

WHEREAS, the Town of Hempstead Department of Occupational Resources has conducted a request for proposals process for One-Stop Operator Services;

WHEREAS, pursuant to the request for proposals process for One-Stop Operator Services, the Town of Hempstead Department of Occupational Resources wishes to execute a contract with Goodwill Industries of Greater New York and Northern New Jersey, Inc.

NOW THEREFORE, BE IT

RESOLVED, by the Town Board of the Town of Hempstead that the Supervisor of the Town of Hempstead is hereby authorized to authorize the Commissioner of the Town of Hempstead Department of Occupational Resources to execute the contract between the Town of Hempstead Department of Occupational Resources and Goodwill Industries of Greater New York and Northern New Jersey, Inc. for the provision of One-Stop Operator Services for the period of October 1, 2019 through June 30, 2021;

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item #

38

Case #

24824

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING THE AWARD OF  
TOH CONTRACT#: 67-2019 FOR:  
PROPERTY MANAGEMENT CONSULTING**

**WHEREAS**, the Town is seeking consulting services for the management of certain buildings and properties owned and operated by the Town (the "Services"); and

**WHEREAS**, the Division of Purchasing solicited proposals for TOH Contract#: 67-2019, Property Management Consulting; and

**WHEREAS**, five proposals were received and opened on June 7, 2019; and

**WHEREAS**, a committee was formed for the purpose of reviewing and scoring the proposals (the "Evaluation Committee"); and

**WHEREAS**, Smith & DeGroat Real Estate (the "Consultant") having its principal place of business located at 27 East Jericho Turnpike, Suite 2, Mineola, New York 11501, received the highest score based on their proposal; and

**WHEREAS**, the Evaluation Committee has recommended that the Town enter into an agreement (the "Agreement") with the Consultant to provide the Services as set forth below:

Rate Schedule	Percentage of Gross Sale / Hourly Rate
(A) Sale Percentage	4% of the sales price. The commission will be paid from sales proceeds.
(B) Lease Percentage	<u>Commercial</u> : 6% of annual rent payments or the first 3 years of the lease and 2% of the annual rent payments for every year thereafter. The commission will be paid by the lessee by incorporating the commission payment into the negotiated lease price. <u>Residential</u> : one month's rent paid by the lessee. <u>Landmark</u> : one month's permit fee paid by the permittee.
(C) Appraisal and Valuation Services	Broker Price Opinions will be billed at \$500-\$1,500, depending on the complexity of the analysis. NYS Licensed Appraisals will be based upon the property type and complexity of the assignment and billed at government rates.
(D) Advisory Services (Public Private Partnerships / Economic Development Strategy)	A negotiated advisory fee based on the type of services to be paid by the developer or private entity.
(E) Management of Inventory / Data / Marketing	<u>Management</u> - a negotiated fee based on the type of services to be performed calculated as a percentage of revenue. <u>Data</u> -\$125 per hour <u>Marketing</u> -No cost to Town

; and

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Case # 29927

**WHEREAS**, the Town's Compliance Officer has reviewed and approved the award to Consultant to the extent it was compliant with all applicable procurement laws and policies; and

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

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the Agreement with Smith & DeGroat Real Estate, 27 East Jericho Turnpike, Suite 2, Mineola, New York 11501 be and is hereby authorized; and be it further

**RESOLVED**, that the Town Supervisor is hereby authorized to execute the Agreement with Smith & DeGroat Real Estate; 27 East Jericho Turnpike, Suite 2, Mineola, New York 11501 for the services described within TOH Contract#: 67-2019, Property Management Consulting; and be it further

**RESOLVED**, that the Comptroller is hereby authorized and directed to make payment of any monies due and owing to Consultant in accordance with this contract for all commissions as set forth in items "A" and "B" above, and for fees related to the items set forth in "C", "D" and "E" above in an amount not to exceed \$150,000.00; all amounts to be paid out of Account No. 010-102-9000-4151 upon receipt of certified claims therefor.

The foregoing was adopted upon roll call as follows:

AYES: ( )

NOES: ( )

CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING THE AWARD OF  
TOH CONTRACT#: 85-2019 FOR  
ASSET RECOVERY SERVICES.**

**WHEREAS**, the Town of Hempstead (the "Town") is seeking a skilled and knowledgeable firm with access to technology that would aid in the recovery of assets that may be due and owing to the Town, including but not limited to, account receivables, financial instruments, misdirected funds and property; and

**WHEREAS**, the Division of Purchasing solicited proposals for TOH Contract#: 85-2019 for Asset Recovery Services (the "Services"); and

**WHEREAS**, one proposal was received and opened on August 30, 2019; and

**WHEREAS**, a committee was formed for the purpose of evaluating the proposal; and

**WHEREAS**, the committee has recommended that the Town enter into an agreement with TL Services Investigations, LLC, 2215 Pine Street, Wantagh, NY 11793, as the sole responsible proposer, to provide the Services for a one (1) year term commencing on October 1, 2019 and ending on September 30, 2020, with an option to extend the term of the agreement for two additional one (1) year periods, at the sole discretion of the Town, in consideration of an amount not to exceed fifteen (15%) percent of the value of any asset recovered (the "Agreement"); and

**WHEREAS**, the Town's Compliance Officer has reviewed and approved the award to TL Services Investigations, LLC, to the extent it was compliant with all applicable procurement laws and policies; and

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

**NOW, THEREFORE, BE IT**

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

**RESOLVED**, that the Town Supervisor is hereby authorized to execute the Agreement and such other documents as may be required, with TL Services Investigations, LLC, 2215 Pine Street, Wantagh, New York 11793 for the services described within TOH Contract#: 85-2019, Asset Recovery Services; and be it further

**RESOLVED**, that the Comptroller is hereby authorized and directed to deposit monies (department designated revenue exclusively) collected in conjunction with the Agreement, if any, into the appropriate department designated revenue account, and that the Comptroller is further authorized and directed to make payment of fees due and owing to TL Services Investigations, LLC in conjunction with the Agreement, if any, out of the appropriate designated revenue account.

The foregoing was adopted upon roll call as follows:

AYES: ( )

NOES: ( )

Item # 40

Case # 30182

Case No.

Resolution No.

Adopted:

offered the following resolution and moved its adoption:

**RESOLUTION NO. -2019**

**RESOLUTION AMENDING THE PROCEDURES OF  
THE HEMPSTEAD TOWN BOARD**

**WHEREAS**, the Town Board of the Town of Hempstead (the "Town") has heretofore adopted procedures, and from time-to-time amended same, for conducting meetings and hearings of the Town Board known as the Procedures of the Hempstead Town Board (the "Procedures"); and

**WHEREAS**, the existing Procedures permit resolutions or legislation considered urgent or of an emergency nature to be added to the Town Board calendar as a hand-up after commencement of any meeting by the Presiding officer or by a majority vote of the Board; and

**WHEREAS**, in an effort to limit surprise and to give Members of the Town Board adequate time to duly consider a hand-up prior to voting and to afford members of the public time to review a hand-up, it is necessary to amend the Procedures to require that any resolution or legislation sought to be added to the calendar as a hand-up shall, except in extraordinary circumstances, be distributed to all the Members of the Town Board and the Town Clerk no later than 60 minutes prior to the commencement of the meeting for which the item is to be considered (the "Amendment"); and

**WHEREAS**, this Board wishes to authorize the Amendment to the Procedures.

**NOW, THEREFORE, BE IT**

**RESOLVED** that the Procedures be and hereby are amended, as set forth in the amendment annexed hereto, in order to require that any resolution or legislation sought to be added to the Town Board calendar as a hand-up shall, except in extraordinary circumstances, be distributed to all the Members of the Town Board and the Town Clerk no later than 60 minutes prior to the commencement of the meeting for which the item is to be considered; and be it further

**RESOLVED** that all other provisions in the Procedures not affected by the Amendment shall remain unchanged and in full force and effect.

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41  
530

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

## THE PROCEDURES OF THE HEMPSTEAD TOWN BOARD

### **I. Short Title**

These procedures shall be known as "The Procedures of the Hempstead Town Board"

### **II. Interaction With Law**

- A. These procedures are to be interpreted as supplementing, and not replacing, prior legislative enactments applicable to town operations and the conduct of Town Board meetings. Such legislative enactments include statutes, rules and regulations of the State of New York, and the Hempstead Town Code.
- B. Nothing in these procedures shall be construed as expanding, reducing or limiting the powers or rights specifically granted by law to any Member nor shall these procedures be construed as altering the number of votes specifically required by law for the taking of official action.

### **III. Town Attorney as Parliamentarian**

- A. Questions regarding the interpretation of these procedures which arise during a meeting of the Board shall be decided by the Town Attorney who shall act as Parliamentarian.
- B. Decisions of the Town Attorney made pursuant to section III (A) hereof may be appealed to the full Board by motion of any Member.
- C. Robert's Rules of order shall control the procedure of all meetings of the board to the extent that Robert's Rules of Order are not inconsistent with these procedures.

### **IV. Placing Business before the Town Board**

- A. Administrative items may come before the Board for consideration through either of two methods:
  - 1. By inclusion on the calendar using the procedure outlined in Section IV (B), *infra*,
  - 2. by hand-up but only under the circumstances described in Section IV (E), *infra*.
- B. Any Member may seek inclusion of an item on the calendar by submitting an original and three unmarked copies of same along with Appropriate Disclosure to the Office of the Town Attorney not later than six days before the meeting at which they would like the item considered. In the event that the proposed item authorizes an expenditure or transfer of funds, the Member seeking its inclusion on the calendar shall submit an original, a copy signed by the Town Comptroller or his designee under the words "Approved as to Available Funds" and two unmarked copies along with Appropriate Disclosure to the office of the Town Attorney not later than six days before the meeting at which they would like the item to be considered. For the purposes of these procedures, an item may not be approved as to available funds unless the required funding is available in the then-current town budget, as amended, or unless the item (by its own terms) includes the specific amendment necessary to make funding available.
- C. Upon receipt of a proposed item which is in proper form, the Town Attorney or his designee shall indicate same by signing his name to and dating the Approval Copy under the words "Approved as to Form" and shall promptly deliver same to the Clerk. If a proposed item is not in proper form, or if the submission is otherwise insufficient, the Town Attorney shall notify the Member making the proposal in writing within five business days of its receipt by the Town Attorney

as to the nature of the deficiency and, upon request, shall assist said Member in making the necessary corrections.

D. The calendar, which shall be prepared by the Office of the Clerk for any regular meeting shall be published not later than the close of business five calendar days prior to the meeting. In the case of special meetings of the Board, the calendar shall be published as far in advance of the meeting as is practicable

E. Resolutions or legislation considered urgent or of an emergency nature (**also referred to as a "hand-up" resolution**) may be added to the Calendar after commencement of any meeting by the Presiding officer or by a majority vote of the Board. Added resolutions or legislation will be added to the end of the Calendar.

**1. Any resolution or legislation sought to be added to the calendar as a hand-up under Section IV (E) shall, except in extraordinary circumstances, be distributed to all the Members and the Town Clerk no later than 60 minutes prior to the commencement of the meeting for which the item is to be considered. As used in this section, "extraordinary circumstances" shall mean a circumstance where the sponsoring Member could not anticipate or foresee the need for the hand-up in sufficient time to prepare and distribute copies of the hand-up to the Members and the Town Clerk within the time frame set forth above.**

**2. Notwithstanding subsection (E)(1), in an extraordinary circumstance, when any resolution or legislation sought to be added to the calendar as a hand-up is not distributed to all Members at least 60 minutes prior to the commencement of the meeting for which the item is to be considered, any Member may request and shall be granted a 30 minute recess to allow the Member(s) reasonable time to consider the hand-up. The recess authorized under this subsection shall be in addition to the recess authorized under Section VII(C) hereof.**

**3. A hand-up which is not distributed to all Members at least 60 minutes prior to the commencement of the meeting for which the item is to be considered and which is not an "extraordinary circumstance", shall not be included on the calendar.**

**4. Except in an extraordinary circumstance, a copy of any hand-up sought to be added to the calendar shall be made available for public inspection prior to the commencement of the meeting at which the item is to be considered.**

F. No item shall come before the Board for consideration, by inclusion on the calendar or by hand-up until it shall have been approved as to form by the Town Attorney or his designee and, if the item calls for the expenditure of funds, if it has been approved as to available funds by the Town Comptroller or his designee.

## V. Order of Business

A. The order of business at each meeting of the Board shall be as follows:

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Public Hearings



5. Decisions

6. Administrative Calendar

- B. The vote upon every question shall be taken in alphabetical order with the Supervisor voting first. A member may vote "aye," "no," "abstain," pass his vote or recuse himself. A person who passes his or her vote may only do so once.
- C. The Town Board, or any of its Members, may remain in the meeting room for the purpose of receiving public comment following adjournment.

**VI. Motions**

- A. Except as otherwise provided in these procedures, any motion shall be in order at any time.
- B. No motion shall be voted upon until it shall have been seconded *provided, however,* that a motion to adjourn, a motion for the previous question, a motion to conduct an executive session pursuant to section 105 of the Public Officers Law or a motion to lay an item on the table shall be voted upon when made without a second.
- C. All motions are subject to debate *except* the motions listed in Section VI (B), *supra*, which motions are not debatable.
- D. Unless another number of votes is required by law, any motion placed before the Board shall require for its adoption the affirmative vote of a majority of all the Members. The following motions, and only the following motions, shall be in order when a matter is pending before the Board:
  - 1. to adjourn
  - 2. the previous question
  - 3. to conduct an executive session pursuant to section 105 of the Public Officers Law<sup>1</sup>

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<sup>1</sup> The section reads, "§105. Conduct of executive sessions

- 1. Upon majority vote of its total membership, taken in an open meeting pursuant to a motion identifying the general area or areas of the subject or subjects to be considered, a public body may conduct an executive session for the below enumerated purposes only, provided however, that no action by formal vote shall be taken to appropriate public moneys:
  - a. matters which will imperil the public safety if disclosed;
  - b. any matter which may disclose the identity of a law enforcement agent or informer;
  - c. information relating to current or future investigation or prosecution of a criminal offence which would imperil effective law enforcement if disclosed;
  - d. discussions regarding proposed, pending or current litigation;
  - e. collection negotiations pursuant to article fourteen of the civil service law;

4. to lay on the table
5. to postpone to a date certain
6. to amend
7. to postpone indefinitely/table<sup>2</sup>
8. to reserve decision<sup>3</sup>

Such motions shall have precedence in the order stated.

E. A motion to reconsider any vote must be made at the same meeting at which the vote sought to be reconsidered was taken. Such motion shall only be in order if made by a Member who voted in the majority.

F. When a motion for reconsideration is decided, that decision shall not be reconsidered, and no question shall be twice reconsidered nor shall any vote be reconsidered upon the following motions:

1. to adjourn
2. to lay an item on the table
3. to take an item from the table
4. the previous question

G. Any item postponed indefinitely or tabled cannot be calendared or moved before the Board unless calendared or moved by a majority of the Board. The item may only be calendared or moved before the Board without a majority if the item is substantially modified. The Town Attorney, the Counsel to the Supervisor, and the Counsel to the Town Board shall decide if the item is substantially modified. Two of the three aforementioned persons must sign the item and affirmatively state (s)he deems it substantially modified from the indefinitely postponed or tabled item. An item may not be calendared or moved before the Board as a substantially modified item without the aforementioned two signatures and statements. Compliance with this section is required for items offered as urgent

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- f. the medical, financial, credit or employment history of a particular person or corporations, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation;
  - g. the preparation, grading or administration of examinations; and
  - h. the proposed acquisition, sale or lease of real property or the proposed acquisition of securities, or sale or exchange of securities held by such public body, but only when publicity would substantially affect the value thereof.

2. Attendance at an executive session shall be permitted to any member of the public body and any other persons authorized by the public body.”

<sup>2</sup> For clarity, an item postponed indefinitely or ‘tabled’ may only be brought back before the Board by the procedure described in VI(G). An item ‘laid upon the table’ because the Board must discuss a more urgent, unexpected matter, as stated in VI(D)(4), may be taken from the table by any Member’s motion, must be seconded, and must be carried by majority vote.

<sup>3</sup> VI(D)(8) added under Resolution 478-2014, adopted 4/29/14.

or of an emergency nature as described in IV(E). This rule shall also apply to any currently indefinitely postponed or tabled item.

## **VII. Provisions Applicable to Town Board Meetings Generally**

A. Members of the public desiring to address the Board, either during a formal session or after adjournment, shall indicate their desire by furnishing the Board, on a form which the Board shall make available at every meeting, with their name, address and the matter on which they would like to be heard. Where applicable, the form shall also indicate whether the person seeking to address the board is in favor of or opposed to the action proposed to be taken by the Board.

1. Persons shall be called upon to speak in an order to be determined by the Presiding Officer and shall limit their remarks to three minutes or less. Additional information sought to be brought before the Board may be done so in writing.
2. Individuals addressing the Board shall direct their comments to the Presiding Officer.
3. Members of the public may address the Board once per item and must keep their remarks relevant to the item under discussion. The decision whether a speaker's remarks are relevant to the item under discussion shall be within the sole discretion of the Presiding Officer.
4. When a speaker has concluded his remarks prior to the expiration of his allotted time, the balance of his time shall automatically be yielded to the Presiding Officer. Time may not be yielded between or among members of the public.

B. The Presiding Officer may, at any time during the course of a meeting, declare a Recess.

C. A Recess may also be declared by a Member other than the Presiding Officer. No Member, other than the Presiding Officer, may declare a Recess more than once per meeting.

D. The use of handheld sound or video recording devices by the public shall be permitted unless such devices or their use interrupt or otherwise interfere with the orderly conduct of the meeting or with the ability of the public to see or hear the proceedings.

E. The Presiding Officer may order anyone who violates these procedures to leave the meeting room. If the person so ordered refuses to leave, the Presiding Officer may direct any law enforcement officer present to remove the offending person from the meeting room.

## **VIII. Conduct of Public Hearings**

A. Public hearings shall be called in the order in which they appear on the calendar *provided, however*, that the Presiding Officer may direct the Clerk to call a matter out of order for the purpose of entertaining a motion to adjourn or to withdraw with respect to the matter.

B. The Presiding Officer shall, at every public hearing, provide opportunities to be heard as follows:

1. First, to the Applicant, Petitioner, or Movant or to the Applicant's, Petitioner's or Movant's representative(s) for the purpose of presenting the application, petition or motion;

2. Second, to Members of the public;

3. Third, to the Applicant, Petitioner or Movant or to the Applicant's, Petitioner's or Movant's representative(s) for the purpose of responding to issues raised by members of the public.

#### **IX. Administrative Calendar Procedure**

A. Upon the conclusion of the items referred to in sections V(A) (1)-(5), the Presiding Officer shall direct the Clerk to call the Administrative Calendar and shall ask for a motion thereon. The Clerk shall then state, "We have Administrative Items \_\_\_ through \_\_\_" and the Presiding Officer shall then ask for a motion.

B. Any Member of the Board may demand that one or more Administrative Items be considered separate and apart from the others by making a demand for severance. Such a demand is made by stating, "I ask that item \_\_\_ be severed from the administrative calendar" or "I ask that items \_\_, \_\_\_ and \_\_\_ be severed from the Administrative Calendar."

C. A demand for severance shall take precedence over any motion made with respect to the entire Administrative Calendar.

D. Any item which is subject of a demand for severance shall be considered by the Board separate and apart from every other item on the Administrative Calendar.

E. No vote shall be taken on a motion with respect to the entire Administrative Calendar until the Presiding Officer is satisfied that no Member wishes to make a demand for severance.

F. Upon conclusion of the Board's consideration of Administrative Items which appear on the calendar and which have not been severed, and only upon conclusion of such consideration, the Presiding Officer shall entertain motions concerning items which have been severed pursuant to section IX(B), *supra*.

G. Upon conclusion of the Board's consideration of all Administrative Items which appear on the calendar (including those which have been severed), and only upon conclusion of such consideration, the moving of items pursuant to section IV (E), *supra*, shall be in order.

H. Public comment on Administrative Items shall be in order after the item under discussion has been moved and seconded.

#### **X. Definitions**

As used herein, the following terms have the meanings indicated:

The "Administrative Calendar" is that portion of the Published town board calendar dealing with Administrative Items;

"Administrative Items" are proposed resolutions which may be adopted without a public hearing;

The "Applicant, Petitioner or Movant" refers to the individual who has brought a matter before the Board which matter is the subject of the public hearing at hand;

"Appropriate Disclosure" means, in the case of an item pending before the Board and involving a partnership or corporation, information regarding the natural persons who have an interest in the item. Such information must be sufficiently detailed and in a form which is satisfactory to the Town Attorney or his designee. Where the involved entity is a corporation the shares of which are publicly traded, disclosure should indicate such and should identify the exchange on which such trading takes place.

An "Approval Copy" is a copy of a proposed resolution bearing the dated signature of the Town Attorney (or his designee) under the words "Approved as to Form" and, where the resolution authorizes an expenditure or transfer of funds, the Town Comptroller (or his designee) under the words "Approved as to available Funds."

The "Board" is the town board of the Town of Hempstead. As used herein, the term "Board" includes the councilmembers and the supervisor;

The "Clerk" is the clerk of the Town of Hempstead or, in his absence, his deputy;

The terms "he," and "his," as used herein, include the female gender.

The term "Member" refers to the councilmembers and the supervisor;

The term "Member of the public" does not include the Board Applicants, Petitioners or Movants of items then before the Board or representatives of Applicants, Petitioners or Movants of items then before the Board.

The "Presiding Officer" is the supervisor, or in his absence the deputy supervisor, or in his absence, another Member designated by the Board to act as Temporary Presiding Officer;

An item is "Published" when it is delivered to the Town Hall offices of the Members;  
[and]

A "Recess" is a period during which no action may be taken nor testimony given[-]; **and**

**The term "Urgent or of an emergency nature" refers to a pressing or critical situation that poses or may pose an immediate risk to, or have an immediate negative impact upon, health, life, safety, property, economy, environment or Town governance requiring prompt action or attention.**

\* \* \* \* \*

RESOLUTION OF THE TOWN OF HEMPSTEAD, NEW YORK ADOPTED  
SEPTEMBER 24, 2019 AUTHORIZING THE NEGOTIATION, EXECUTION  
AND DELIVERY OF ENERGY PERFORMANCE CONTRACTS AND  
RELATED LEASE/PURCHASE AGREEMENTS WITH SIEMENS PUBLIC,  
INC. FOR IMPROVEMENTS TO VARIOUS TOWN FACILITIES

The following resolution was offered by \_\_\_\_\_ who moved its  
adoption, seconded by \_\_\_\_\_ to wit:

WHEREAS, Article 9 of the New York Energy Law (the "Energy Law") authorizes municipalities and school districts to enter into contracts ("Energy Performance Contracts") for the provision of energy services, including, but not limited to, electricity, heating, ventilation, cooling, steam or hot water, in which a person agrees to install, maintain or manage energy systems or equipment to improve the energy efficiency of, or produce energy in connection with, a building or facility in exchange for a portion of the energy savings or revenues; and

WHEREAS, the Town of Hempstead (the "Town") issued a Request for Proposals for a performance-based energy savings and operations plan for various Town facilities; and

WHEREAS, based on the Town's evaluation of the proposals received, Siemens Public, Inc. (including its affiliates, assigns or nominees, "Siemens") was selected to develop and implement a performance-based energy savings and operations plans pursuant to a proposal letter dated July 1, 2019; and

WHEREAS, the Town now intends to authorize the negotiation, execution and delivery of one or more Performance Contracting Agreements and related lease/purchase agreements in an aggregate original principal amount not to exceed \$4,000,000.

THE TOWN BOARD OF THE TOWN OF HEMPSTEAD ("Town") IN THE COUNTY OF NASSAU, NEW YORK, HEREBY RESOLVES (by the favorable vote of not less than two-thirds of all the members of said Town Board) AS FOLLOWS:

Section 1. In accordance with Section 9-103 of the Energy Law, the Town is hereby authorized to enter into one or more Performance Contracting Agreements, and related lease/purchase agreements and other agreements (collectively, the "Agreements") in an aggregate original principal amount not to exceed \$4,000,000 pursuant to which Siemens will provide equipment, capital improvements, repairs, ongoing maintenance and other services to improve the energy efficiency of various Town facilities. The economic useful life of such equipment is estimated to be at least twenty (20) years.

Section 2. The Supervisor of the Town is hereby authorized to negotiate, execute and deliver on behalf of the Town the Agreements and all other certificates or instruments required in connection therewith provided, however, that all amounts payable by the Town pursuant to the Agreements shall be subject to annual appropriation of such payments by the Town. The power to prescribe the terms, forms and covenants of the Agreements is hereby designated to the Town Supervisor, as chief fiscal officer.

Section 3. The Agreements authorized to be executed and delivered by this resolution are hereby authorized to be consolidated, at the option of the Town Supervisor, with other lease/purchase agreements for Performance Contracting Agreements in accordance with Section 9-103 of the Energy Law previously or hereafter authorized by the Town Board for purposes of sale into one or more lease/purchase agreements in an amount not to exceed the amount authorized in such resolutions. All matters regarding the sale of the consolidated lease/purchase agreements are hereunder delegated to the Town Supervisor.

Section 4. This resolution is intended to constitute the declaration of the Town's "official intent" to reimburse the costs of the improvements described in this resolution with proceeds from the Agreements, as required by Treasury Regulation Section 1.150-2.

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Section 5. This resolution is not subject to a mandatory or permissive referendum.

Section 6. The applicable provisions of Article 8 of the Environmental Conservation Law of the State of New York, as amended, and the regulations of the Department of Environmental Conservation of the State of New York promulgated thereunder (collectively referred to hereinafter as "SEQRA") have been complied with to the extent required for the above titled purpose.

Section 7. This resolution shall take effect immediately. All acts previously taken by the Town with respect to the execution and delivery of the Agreements are hereby ratified and confirmed.

Section 8. The Town Supervisor is authorized to execute the Performance Contracting Agreements and the other Agreements, the final content of said agreements to be substantially in the form of the agreements as attached hereto and made a part hereof as Exhibit "A".

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

Town Supervisor Laura A. Gillen	voting	_____
Councilwoman Dorothy L. Goosby	voting	_____
Councilman Bruce A. Blakeman	voting	_____
		_____
Councilman Anthony P. D'Esposito	voting	_____
Councilman Dennis Dunne, Sr.	voting	_____
Councilman Thomas E. Muscarella	voting	_____

The resolution was declared adopted.

AYES: \_\_\_\_\_ ( )

NAYS: \_\_\_\_\_ ( )

I, SYLVIA A. CABANA, Town Clerk of the Town of Hempstead, in the County of Nassau, State of New York (the "Town"), HEREBY CERTIFY that this is a true, complete and correct copy of the original bond resolution duly adopted by the Town Board of the Town at a meeting thereof held on the date set forth herein, and at which a quorum was present and acting throughout.

(SEAL)

\_\_\_\_\_  
Sylvia A. Cabana, Town Clerk  
Town of Hempstead



CASE NO.

RESOLUTION NO.

ADOPTED:

offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING THE AWARD OF TOH CONTRACT#: 113A/113B-2018 FOR IMPLEMENTATION OF A PUBLIC SECTOR 311 CITIZEN CALL CENTER AND EMERGENCY OPERATIONS CENTER (EOC)**

**WHEREAS**, in order to improve the delivery of municipal services to constituents, the Town of Hempstead (the "Town") is seeking to implement a public sector 311 Citizen Call Center and Emergency Operations Center (EOC) to provide for the centralized coordination of information and resources (the "Project"); and

**WHEREAS**, the 311 Citizen Call Center will offer a single point of contact into Town government for constituents' service requests, inquiries, and complaints; and

**WHEREAS**, the EOC will serve as the Town's primary command and control center in the event of a major incident, such as a hurricane, civil disturbance, flood, etc., offering a single point of coordination with the Nassau County Office of Emergency Management to ensure the efficient flow of information, and effective decision making and response; and

**WHEREAS**, the Division of Purchasing, on behalf of the Town, solicited proposals for TOH Contract#: 113A-2018, subsequently reissued as TOH Contract#: 113B-2018, Implementation of a Public Sector 311 Citizen Call Center and Emergency Operations Center (EOC), and separately sought responses for the 311 CRM software component of the Project and the space planning component of the Project; and

**WHEREAS**, seven (7) proposals were received and opened on February 8, 2019 in response to TOH Contract#: 113A-2018; and

**WHEREAS**, the following firms submitted proposals for the 311 CRM software component of the Project:

Firm Name	Implementation Cost	Software License Fee (3years)	Total Cost
QScend Technologies, Inc.	\$39,200	\$187,200	\$226,400
IBM	\$573,323	\$211,308	\$784,631
Motorola	\$377,222	\$570,672	\$947,894
Incapsulate	\$330,000	\$861,702	\$1,191,702
Sequel	\$300,000	\$156,080	\$456,080

; and

**WHEREAS**, the following firms submitted proposals for the space planning component of the Project:

Firm Name	Cost
Winbourne Consulting LLC	\$35,965
D&B Ergs & Architects, P.C.	\$39,000

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; and

**WHEREAS**, a committee was formed for the purpose of reviewing and scoring the proposals (the "Evaluation Committee"); and

**WHEREAS**, upon review of the proposals, the Evaluation Committee has recommended that the Town enter into agreements (the "Agreements") with Qscend Technologies, Inc., 231 Bank Street, Waterbury, Connecticut 06702, for the 311 CRM software component of the Project, and Winbourne Consulting LLC, 1621 North Kent Street, Suite 704, Arlington, Virginia 22209, for the space planning component of the Project; and

**WHEREAS**, the Town's Compliance Officer has reviewed and approved the aforementioned awards to Qscend Technologies, Inc. and Winbourne Consulting LLC, to the extent both awards were compliant with all applicable procurement laws and policies; and

**WHEREAS**, this Town Board finds it to be in the best interests of the Town to authorize the Agreements.

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the Agreements be and are hereby authorized; and be it further

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

**RESOLVED**, that the Comptroller is hereby authorized and directed to make payment of the monies due and owing pursuant to the Agreements, if any, out of Account Nos. 7AA4-501-7AA4-5010 for the 311 CRM software component, and 7AA8-502-7AA8-5010 for the space planning component, upon receipt of certified claims therefor.

The foregoing was adopted upon roll call as follows:

AYES: ( )

NOES: ( )

**PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** (together with all schedules, appendices, attachments and exhibits attached hereto, if any, collectively referred to as the "Agreement"), dated as of the date this Agreement is executed on behalf of the Town, is entered into between (i) the **TOWN OF HEMPSTEAD**, a municipal corporation having its principal office at One Washington Street, Hempstead, New York 11550 (the "Town"), and (ii) **QSCEND TECHNOLOGIES, INC.**, a Delaware corporation having an address at 231 Bank Street, Waterbury, Connecticut 06702 (the "Consultant").

**WITNESSETH:**

**WHEREAS**, the Town is in need of a consultant to provide a software solution(s) for the implementation of a Public Sector 311 Citizen Call Center and Emergency Operations Center for the Town; and

**WHEREAS**, the Consultant has represented to the Town that it has sufficient experience and knowledge to provide such services to the Town.

**WHEREAS**, pursuant to Resolution No. \_\_\_-2019 duly adopted at a meeting held on September 24, 2019, the Town Board authorized the execution of an agreement with the Consultant to provide such services;

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

- 1. Term.**  
Unless earlier terminated pursuant to Section 10 hereof, the term of this Agreement shall commence on September 24, 2019 and shall expire on September 23, 2020 (the "Term"). At the sole discretion of the Town, the Town may exercise an option to extend the term of the agreement for two additional one (1) year periods. The Town may exercise these extensions solely by delivering notice of the extension to the Consultant. Any extensions will be made upon mutual agreement between the Town and the Consultant.
- 2. Scope of Services.**  
The Consultant shall undertake and complete the software component of the services described in the Town of Hempstead RFP#TOH-C-113A-2018 issued December 28, 2018, reissued as RFP #TOH-C-113B-2018 on June 7, 2019 (attached together hereto as Exhibit "A"), and Consultant's response to RFP #TOH-C-113A-2018 dated February 5, 2019 at pages 16 through 21 (Exhibit "B"), as clarified by the Q and A document (Exhibit "C") both attached hereto (Exhibits A, B and C together, the "Services").
- 3. Payment.**

(a) Amount of Consideration. In consideration for the Services, the Consultant shall be paid an amount not to exceed One Hundred One Thousand Six Hundred (\$101,600.00) Dollars for the first year, as follows:

- i) One-time implementation fee in the amount of Twenty Nine Thousand Five Hundred (\$29,500.00) Dollars due upon the successful completion of the implementation process as described in Exhibit B - Consultant's response to RFP #TOH-C-113A-2018 dated February 5, 2019 at page 22, Attachment A – Cost Proposal. The successful completion of the implementation process shall be subject to Town approval;
- ii) QAlert Software Licensing Fees in the amount of Five Thousand Two Hundred (\$5,200.00) Dollars per month not to exceed Sixty Two Thousand Four Hundred (\$62,400.00) Dollars per year;
- iii) Fee for two days of on-site training - \$4,200.00; and
- iv) Development of custom branded app - \$5,500.00.

Consultant acknowledges that the Contract Amount constitutes complete consideration for the Services.

(b) Vouchers, Voucher Review and Approval. Payments to the Consultant shall be expressly contingent upon (i) the Consultant submitting a claim voucher (the "Voucher") in a form satisfactory to the Town, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with the terms of this Agreement, and (c) is accompanied by documentation satisfactory to the Town supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Town and/or the Comptroller.

(c) Timing of Payment Claims. The Consultant shall submit claims no more frequently than once a month and no later than three (3) months following the Town's receipt of the services that are the subject of the claim.

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

**4. Performance Monitoring.**

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

5. **Independent Contractor.**

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

6. **Compliance With Law.**

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

7. **Indemnification; Defense; Cooperation.**

(a) The Consultant shall be solely responsible for and shall indemnify and hold harmless the Supervisor, the Town and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorney's fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Consultant or a Consultant Agent taken pursuant to or authorized by this Agreement regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same, except, however, that Consultant shall not be held liable when an occurrence results solely from the negligence of the TOWN.

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

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

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

8. **Insurance**

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

(a) Commercial general liability insurance covering the liability of the Consultant, and indemnifying and holding harmless the Town, its agents, employees and representatives from any and all loss and/or damage (bodily injury/property damage) arising out of the performance of this Agreement in the amount of One Million Dollars (\$1,000,000) per occurrence/Two Million Dollars (\$2,000,000) aggregate. The Town shall be named as additional insured on said policy (Note: presentation of an 'Accord' form, or its equivalent, shall not be sufficient proof of insurance. Consultant shall provide Town with a copy of Consultant's insurance declarations page which shows Town as additional insured and certificate holder);

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

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

(d) Excess liability in the form of umbrella coverage of Four Million Dollars (\$4,000,000). The Town shall be named as additional insured on said policy.

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

**9. Assignment; Amendment; Waiver; Subcontracting.**

This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the Town and any purported assignment, other disposal or modification without such prior written consent shall be null and void. Notwithstanding the above, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

**10. Termination.**

(a) Generally. This Agreement may be terminated (i) for any reason or for no reason by the Town upon thirty (30) days' prior written notice to the Consultant, (ii) for "Cause" by the Town immediately upon the receipt by the Consultant of written notice of termination, (iii) upon mutual written agreement by the Town and the Consultant, and (iv) in accordance with any other terms and provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all

Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of Federal or State funding for the services to be provided under this Agreement.

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

(c) In the event the Agreement is terminated by the Town the Town shall be responsible for payment of any portion of the Services completed prior to termination and upon proof satisfactory to the Town.

**11. Inspection of Consultant's Work and Records**

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

**12. Waiver**

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

**13. Consent to Jurisdiction and Venue; Governing Law**

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

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

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

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

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

**15. Executory Clause**

Notwithstanding any other provision of this Agreement:

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

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

**16. Merger**

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

**17. Entire Agreement**

All terms and conditions of RFP#TOH-C-113A-2018 issued December 28, 2018, reissued as RFP #TOH-C-113B-2018 on June 7, 2019 (together, Exhibit A), and all terms and conditions of Consultant's Proposal to Provide 311 Call Center Software dated February 5, 2019 (Exhibit B), as clarified by the Q and A document (Exhibit C) are expressly incorporated into this agreement and shall apply unless modified herein. This Agreement represents the full and entire understanding and agreement between the parties hereto with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement. In the event of a conflict or inconsistency between the provisions of this Agreement, including the terms and conditions contained in Exhibit A - RFP#TOH-C-113A-2018 issued December 28, 2018, reissued as RFP #TOH-C-113B-2018 on June 7, 2019, and any provision of Exhibit B - Consultant's Proposal to Provide 311 Call Center Software dated February 5, 2019, as clarified by the Q and A document (Exhibit "C"), the terms and provisions of this Agreement and Exhibit A - RFP#TOH-C-113A-2018 issued December 28, 2018, reissued as RFP #TOH-C-113B-2018 on June 7, 2019 shall control.

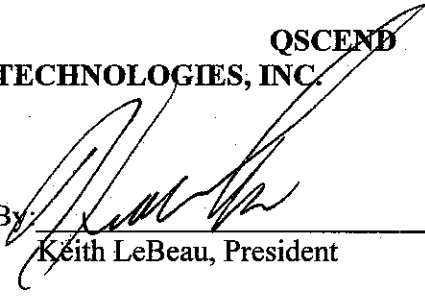


IN WITNESS WHEREOF, the Consultant and the Town have executed this Agreement as of the date first above written.

TOWN OF HEMPSTEAD

QSCEND  
TECHNOLOGIES, INC.

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

By:  \_\_\_\_\_  
Keith LeBeau, President

[ACKNOWLEDGMENTS APPEARS ON FOLLOWING PAGE]

State of New York    )  
                                  ) ss.:  
County of Nassau    )  
7 | Page

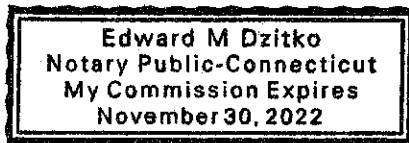
On the \_\_\_\_ day of September in the year 2019, before me, the undersigned, personally appeared **Laura A. Gillen**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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

State of Connecticut )  
County of N.H. ) ss.: Waterbury

On this the 10<sup>th</sup> day of September, in the year 2019, before me, a Notary Public, personally appeared **Keith LeBeau** who acknowledged himself to be the President of QScend Technologies, Inc., a corporation, and that he, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

Edward M Dzitko  
Notary Public



**PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** (together with all schedules, appendices, attachments and exhibits attached hereto, if any, collectively referred to as the “Agreement”), dated as of the date this Agreement is executed on behalf of the Town, is entered into between (i) the **TOWN OF HEMPSTEAD**, a municipal corporation having its principal office at One Washington Street, Hempstead, New York 11550 (the “Town”), and (ii) **WINBOURNE CONSULTING LLC**, a Virginia limited liability company having an address at 1621 North Kent Street, Suite 704, Arlington, Virginia 22209 (the “Consultant”).

**WITNESSETH:**

**WHEREAS**, the Town is in need of a consultant to provide space planning/layout services relating to the implementation of a Public Sector 311 Citizen Call Center and Emergency Operations Center; and

**WHEREAS**, the Consultant has represented to the Town that it has sufficient experience and knowledge to provide such services to the Town.

**WHEREAS**, pursuant to Resolution No. \_\_\_-2019 duly adopted at a meeting held on September 24, 2019, the Town Board authorized the execution of an agreement with the Consultant to provide such services;

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

- 1. Term.**  
Unless earlier terminated pursuant to Section 10 hereof, the term of this Agreement shall commence on September 24, 2019 and shall expire on September 23, 2020 (the “Term”). At the sole discretion of the Town, the Town may exercise an option to extend the term of the agreement for two additional one (1) year periods. The Town may exercise these extensions solely by delivering notice of the extension to the Consultant. Any extensions will be made upon mutual agreement between the Town and the Consultant.
  
- 2. Scope of Services.**  
The Consultant shall undertake and complete the space planning/layout component of the services described in the Town of Hempstead RFP#TOH-C-113A-2018 issued December 28, 2018, reissued as RFP #TOH-C-113B-2018 on June 7, 2019 (attached together hereto as Exhibit “A”), and Consultant’s response to RFP #TOH-C-113A-2018 dated January 25, 2019 at Sections 2.1, 2.2, 2.3, 2.4, 2.5, 2.6 and 2.7, and Consultant’s email dated May 8, 2019, which email refined and supplemented the January 25, 2019 Consultant’s response, both attached hereto as Exhibits “B” and “C”, respectively (Exhibits A, B and C together, the “Services”).
  
- 3. Payment.**

(a) Amount of Consideration. In consideration for the Services, the Consultant shall be paid an amount not to exceed Thirty Five Thousand Nine Hundred Sixty Five (\$35,965.00) Dollars, as described in Consultant's email of May 8, 2019 (Exhibit "C" attached hereto). Payments for the full amount of each phase of work shall be made to the Consultant upon the successful completion of each phase, with Town approval, as follows:

Phase 1.....	\$2,800.00
Phase 2.....	\$0.00
Phase 3.....	\$25,080.00
Phase 4.....	\$4,455.00
Phase 5.....	\$3,630.00
	<u>Total: \$35,965.00</u>

Consultant acknowledges that the Contract Amount constitutes complete consideration for the Services.

(b) Vouchers, Voucher Review and Approval. Payments to the Consultant shall be expressly contingent upon (i) the Consultant submitting a claim voucher (the "Voucher") in a form satisfactory to the Town, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with the terms of this Agreement, and (c) is accompanied by documentation satisfactory to the Town supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Town and/or the Comptroller.

(c) Timing of Payment Claims. The Consultant shall submit claims no more frequently than once a month and no later than three (3) months following the Town's receipt of the services that are the subject of the claim.

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

**4. Performance Monitoring.**

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

**5. Independent Contractor.**

The Consultant is an independent contractor of the Town. The Consultant shall not, nor shall any officer, director, employee, servant, agent or independent contractor of

the Consultant (a "Consultant Agent"), be (i) deemed a Town employee, (ii) commit or bind the Town to any obligation, or (iii) hold itself, himself, or herself out as a Town employee or Person with the authority to commit or bind the Town to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

**6. Compliance With Law.**

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

**7. Indemnification; Defense; Cooperation.**

(a) The Consultant shall be solely responsible for and shall indemnify and hold harmless the Supervisor, the Town and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorney's fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Consultant or a Consultant Agent taken pursuant to or authorized by this Agreement regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same, except, however, that Consultant shall not be held liable when an occurrence results solely from the negligence of the TOWN.

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

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

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

**8. Insurance**

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

hereunder.

(a) Commercial general liability insurance covering the liability of the Consultant, and indemnifying and holding harmless the Town, its agents, employees and representatives from any and all loss and/or damage (bodily injury/property damage) arising out of the performance of this Agreement in the amount of One Million Dollars (\$1,000,000) per occurrence/Two Million Dollars (\$2,000,000) aggregate. The Town shall be named as additional insured on said policy (Note: presentation of an 'Accord' form, or its equivalent, shall not be sufficient proof of insurance. Consultant shall provide Town with a copy of Consultant's insurance declarations page which shows Town as additional insured and certificate holder);

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

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

(d) Excess liability in the form of umbrella coverage of Four Million Dollars (\$4,000,000). The Town shall be named as additional insured on said policy.

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

**9. Assignment; Amendment; Waiver; Subcontracting.**

This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the Town and any purported assignment, other disposal or modification without such prior written consent shall be null and void. Notwithstanding the above, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

**10. Termination.**

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

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

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

(c) In the event the Agreement is terminated by the Town the Town shall be responsible for payment of any portion of the Services completed prior to termination and upon proof satisfactory to the Town.

11. **Inspection of Consultant's Work and Records**

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

12. **Waiver**

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

13. **Consent to Jurisdiction and Venue; Governing Law**

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

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

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

(b) The provisions of this Agreement are intended to be severable. If for any reason any provision of this Agreement shall be held, by a court of competent jurisdiction, invalid or unenforceable in whole or in part, such provision shall be

ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability of the remaining provisions hereof.

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

15. **Executory Clause**

Notwithstanding any other provision of this Agreement:

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

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

16. **Merger**

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

17. **Entire Agreement.**

All terms and conditions of RFP#TOH-C-113A-2018 issued December 28, 2018, reissued as RFP #TOH-C-113B-2018 on June 7, 2019 (together, Exhibit A), and all terms and conditions of Consultant's Proposal to Provide Space Planning/Layout Services Relating to the Implementation of a Public Sector 311 Citizen Call Center and Emergency Operations Center dated January 25, 2019 and email dated May 8, 2019 (Exhibits "B" and "C") are expressly incorporated into this agreement and shall apply unless modified herein. This Agreement represents the full and entire understanding and agreement between the parties hereto with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement. In the event of a conflict or inconsistency between the provisions of this Agreement, including the terms and conditions contained in Exhibit "A" - RFP#TOH-C-113A-2018 issued December 28, 2018, reissued as RFP #TOH-C-113B-2018 on June 7, 2019 and any provision of Exhibit "B" and "C" - Consultant's Proposal to Provide Space Planning/Layout Services Relating to the Implementation of a Public Sector 311 Citizen Call Center and Emergency Operations Center dated January 25, 2019 and email dated May 8, 2019, the terms and provisions of this Agreement and Exhibit A - RFP#TOH-C-113A-2018 issued December 28, 2018, reissued as RFP #TOH-C-113B-2018 on June 7, 2019 shall control.



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

**TOWN OF HEMPSTEAD**

**WINBOURNE CONSULTING, LLC**

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

By:   
Andrew G. Reece, Chief Operating Officer

**[ACKNOWLEDGMENTS APPEARS ON FOLLOWING PAGE]**

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

On the \_\_\_\_ day of September in the year 2019, before me, the undersigned, personally appeared **Laura A. Gillen**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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

Commonwealth of Virginia)  
 ) ss.:  
County of VA )



The foregoing instrument was acknowledged before me Sulajna Makwana this 09-11-19 day of September in the year 2019 by **Andrew G. Reece**, Chief Operating Officer of Winbourne Consulting LLC, a Virginia limited liability company, on behalf of the company.

*Sulajna Makwana*  
Notary Public

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its  
adoption:

**RESOLUTION AUTHORIZING LEASE  
AGREEMENT FOR THE LEASING OF VEHICLES  
TO BE USED BY THE TOWN OF HEMPSTEAD  
DEPARTMENT OF PLANNING AND ECONOMIC  
DEVELOPMENT IN CONNECTION WITH ITS  
FEDERALLY FUNDED COMMUNITY  
DEVELOPMENT PROGRAM**

**WHEREAS**, the Commissioner of the Department of Planning and Economic Development has advised the Town Board of the necessity of leasing five (5) vehicles for the term to commence on or after November 1, 2019 for a period of 36 months in connection with the Town's Federally Funded Community Development Program; and

**WHEREAS**, the cost of leasing of said vehicles will be funded from Federal funds derived from the Community Development Block Grant Program; and

**WHEREAS**, the City of New York Department of Citywide Administrative Services has a contract with Acme Auto Leasing for lease of its vehicles; and

**WHEREAS**, the Department of Planning and Economic Development requested New York City Purchase Contract # 01900096 from the Department of Citywide Administrative Services for the lease of five (5) Hyundai Elantra SE vehicles; and

**WHEREAS**, ACME AUTO LEASING, LLC. located at 440 Washington Avenue, North Haven, CT 06473, (Federal I.D. No. 061425257), is a qualified contractor and has reported its submission of a monthly rate for five (5) Hyundai Elantra SE vehicles in an amount not to exceed \$299.00 per month for thirty-six (36) months; and

**WHEREAS**, the Town Board deems Acme Auto Leasing, LLC to be a qualified contractor and that the monthly lease rate of \$299.00 per vehicle to be fair and reasonable.

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the Town Board authorizes the Commissioner of the Department of Planning and Economic Development to execute the proposed lease agreements with ACME AUTO LEASING, LLC, for a period of thirty-six (36) months to commence on November 1, 2019 or the vehicle delivery date, whichever is later, to be used by the Department of Planning and Economic Development in connection with its Federally Funded Community Development Program; and

**BE IT FURTHER**

**RESOLVED**, that the delivery schedule be established and authorized for the vehicles to be:

Five (5) thirty-six (36) month leases on November 1, 2019, or  
the vehicle delivery date, whichever is later.

Item # 44

Case # 18675

**BE IT FURTHER**

**RESOLVED**, that the monthly lease rate of each of the leased vehicles be disbursed monthly from the appropriate Community Development Account upon the submission of a completed Town claim, and further according to the terms and conditions of the thirty (36) month agreement; and

**BE IT FURTHER**

**RESOLVED**, that the Commissioner of the Department of Planning and Economic Development is authorized, to execute all documents reasonably associated with the leasing of the subject vehicles.

The foregoing resolution was adopted upon roll as follows:

AYES: ( )

NOES: ( )

CASE NO.

RESOLUTION NO.

Adopted:

Offered the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING THE TOWN OF HEMPSTEAD TO ENTER INTO AN AGREEMENT WITH THE COUNTY OF NASSAU FOR THE PURPOSE OF UNDERTAKING A COMMUNITY DEVELOPMENT PROGRAM UNDER TITLE 1 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974, AS AMENDED, FOR THE 45th PROGRAM YEAR, WITH AN EFFECTIVE DATE OF SEPTEMBER 1, 2019**

**WHEREAS**, the Secretary of the U.S. Department of Housing and Urban Development is authorized under Title 1 of the Housing and Community Development Act of 1974, as amended, to make grants to states and other units of general local government to help finance Community Development Programs; and

**WHEREAS**, the COUNTY OF NASSAU (hereinafter County) and TOWN OF HEMPSTEAD entered into a Cooperation Agreement authorized by Town Board Resolution No. 637-2002 adopted June 18, 2002, to participate in a Nassau County Community Development Program, under Title 1 of the Housing and Community Development Act of 1974, as amended, and such agreement, pursuant to Paragraph 6 thereof, has been automatically renewed for a successive three-year period; and

**WHEREAS**, pursuant to said Cooperation Agreement, the COUNTY and TOWN Of HEMPSTEAD have agreed to undertake project activities using Community Development Block Grant Funds to be received by the COUNTY from the U.S. Department of Housing and Urban Development; and

**WHEREAS**, the Secretary of the U.S. Department of Housing and Urban Development has approved an application for Community Development Block Grant Funds, under Title 1 of the Housing and Community and Development Act of 1974, as amended, submitted by the County and participating municipalities for the 45th Program Year, Federal Fiscal Year 2019; and

**WHEREAS**, the TOWN OF HEMPSTEAD deems it to be in the public interest for the TOWN OF HEMPSTEAD to enter into said proposed Agreement for the purpose of undertaking project activities therein set forth, under Title 1 of the Housing and Community Development Act of 1974, as amended, for the 45th Program Year, Federal Fiscal Year 2019, commencing September 1, 2019.

**NOW, THEREFORE, BE IT RESOLVED**, that the TOWN OF HEMPSTEAD enter into an Agreement between the TOWN OF HEMPSTEAD and the COUNTY OF NASSAU for the purpose of undertaking project activities under Title 1 of the Housing and Community Development Act of 1974, as amended, for the 45th Program Year, Federal Fiscal Year 2019, effective September 1, 2019, to be completed by August 31, 2023, pursuant to 24 CFR 507.503(b)(1); and

**BE IT FURTHER RESOLVED**, that the Supervisor be and is authorized to execute said Agreement on behalf of the TOWN OF HEMPSTEAD, together with such other documents which, in the opinion of the Town Attorney, are necessary to implement and process such Agreement.

The vote on the foregoing resolution was recorded as follows:

AYES: ( )

NOES: ( )

Doc. No. 19-021  
September 10, 2019

Item #

45

Case #

18675

**COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT**

**BETWEEN THE COUNTY OF NASSAU**

**AND**

**TOWN OF HEMPSTEAD**

THIS AGREEMENT, dated as of \_\_\_\_\_ (together with all schedules, appendices, attachments and exhibits attached hereto, if any, collectively referred to as the "Agreement"), entered into by and between (i) **Nassau County**, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Nassau County Office of Housing and Community Development having its principal office at 1 West St., Suite 365, Mineola, NY 11501 (the "OCD"), and (ii) the **Town of Hempstead**, a municipal corporation duly formed under the laws of the State of New York, (the "Subrecipient"), acting through its Supervisor, having its office at One Washington Street, Hempstead, New York, 11550.

**WITNESSETH:**

WHEREAS, the County has applied for and received Community Development Block Grant (hereinafter referred to as "**CDBG**") funds from the United States Government under Title I of the Housing and Community Development Act of 1974 (the "**CDBG Program**"); and

WHEREAS, the County wishes to engage the Subrecipient to assist the County in utilizing such CDBG funds for activities eligible under the CDBG Program in the **Town of Hempstead**; and

WHEREAS, said CDBG Program is fully reimbursed by the Federal Government through the U.S. Department of Housing and Urban Development; and

WHEREAS, the Subrecipient desires to perform the activities described in this Agreement.

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

1. **Term.** This Agreement shall commence on the beginning of the federal program year September 1, 2019 and terminate on August 31, 2023.

2. **Scope of Activities (Statement of Work); Budget.**

(a) **Activities.** The Subrecipient shall provide and administer the CDBG activities, as hereinafter described in accordance with the Title 24 CFR Subchapter C and with the provisions of this Agreement (hereinafter "Activities").

(i) Such Activities shall include those activities included in the CDBG funds budget attached to this contract as **Exhibit A**.

(ii) The Subrecipient shall make no unauthorized changes in the CDBG Program Activities as approved by the County; however, amounts allocated to line items within the total amount of the Budget may be transferred without formal amendment among items upon written

request by the Subrecipient and approval by the Director of the OCD. All other changes must be amended in accordance with Section 13 of this Agreement

(b) Budget. The Subrecipient has submitted for approval to OCD a detailed CDBG funds budget, which, in its approved form, is attached hereto as **Exhibit A** (hereinafter "Budget"). The County and the Subrecipient may mutually agree to revise said budget from time to time in accordance with existing County and/or HUD policies. The County will pay to Subrecipient CDBG funds consistent with Subrecipient's Budget and in accordance with applicable County procedures, if any.

Except for lump sum advance payments authorized by the federal regulations and approved by the County, all payments made by Subrecipient will be made for eligible expenses actually incurred and shall not exceed actual cash requirements. Payments shall be adjusted by the County in accordance with the advance of CDBG funds and CDBG Program income balances available in Subrecipient accounts.

### 3. Performance Monitoring

(a) OCD shall monitor the performance of the Subrecipient in accordance with the goals and performance standards as set forth in Title 24 of the CFR Parts 85 and 570 and as stated and required herein. Substandard performance as reasonably determined by OCD, in its discretion, will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time from receipt of written notification by OCD, the County may take remedial action, including but not limited to the initiation of contract suspension and/or termination procedures in a manner consistent with the applicable federal regulations.

(b) The Subrecipient shall monitor all subcontracted Activities on a regular basis to ensure contract compliance. Results of monitoring efforts shall be summarized in written reports submitted to OCD on a quarterly basis or as otherwise required by the County or OCD but not more frequently than monthly. However, where such report indicates non-compliance, the Subrecipient shall provide additional reports at the County's request; such reports shall be supported by documented evidence of follow-up actions taken to correct areas of noncompliance.

### 4. Procurement and Subcontracts:

(a) The Subrecipient shall comply with its procurement procedures which reflect applicable State and local laws, rules and regulations provided that the procurements conform to all applicable Federal law and the standards contained in 24 CFR 85.36. These standards include, without limitation, maintaining (i) a contract administration system; (ii) a written code of conduct governing the performance of employees engaged in the award and administration of contracts, which code shall include conflicts of interest provisions; (iii) a procedure for certification of a contractor or subcontractors eligibility (24 CFR 85.35); and (iv) a system to ensure compliance with affirmative action laws and regulations.

(b) Upon request of the County, the Subrecipient shall make available for review technical specifications and procurement documents on proposed procurements, including but not limited to, invitations for bids, requests for proposals, cost estimates, and bonding requirements. The

County shall use best efforts to make such requests prior to the commencement of the procurement solicitation.

(c) The Subrecipient shall ensure that all of its contracts with providers contain **Exhibit D** and language which reflects the requirements listed in 24 CFR section 85.36(i).

(d) The Subrecipient shall procure materials in accordance with the requirements of 24 CFR 570.502.

(e) The Subrecipient shall maintain an inventory record of all non-expendable personal property as defined by such policy as may be procured with CDBG funds provided herein. Upon termination of this Agreement, all program assets, including property, equipment and program income resulting from the sale thereof, shall be disposed of in accordance with 24 CFR 84.32-.35 and 24 CFR 570.504

(f) The provisions of this section shall survive the termination of this Agreement.

5. Payment.

(a) Amount of Grant. The amount to be paid to the Subrecipient for the provision and administration of Activities under this Agreement shall be the total budget amount included in the CDBG funds budget attached to this contract as **Exhibit A**, payable as follows: Advance payments as provided in Section 2(b) and drawdowns for the payment of eligible expenses shall be made upon standard Nassau County claim vouchers certified by the Subrecipient, reviewed and approved by OCD for eligibility under the CDBG Program and for compliance with the terms of this Agreement.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Subrecipient as either an advancement or a reimbursement and shall be expressly contingent upon (i) the Subrecipient submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the Activities performed and the payment requested as reimbursement for such Activities, (b) certifies that the activities performed and the payment requested are in accordance with the terms of this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, including, where applicable, a certified payroll statement setting forth the names, positions and salaries paid by the Subrecipient during the preceding month, and (ii) review, approval and audit of the Voucher by the OCD and/or the County Comptroller or his or her duly designated representative (the "Comptroller"). Drawdowns for the payment of eligible expenses shall be made against the activities specified herein and in accordance with applicable performance requirements. Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 24 CFR Part 85.

(c) Timing of Payment Claims. The Subrecipient shall use its best effort to submit payment claims no later than three (3) months following the provision of the Activities that are the subject of the claim. The parties recognize that Vouchers submitted for Activities provided during the term of this Agreement but prior to its execution shall be submitted later than three months following the provision of Activities.



(d) Reimbursement by the Subrecipient Upon Loss of Funding. In accordance with the relevant regulations under Title 24 CFR and in addition to any other remedies available to the County, in the event that the County loses funding from the Federal Government for any Activities arising out of or in connection with any act or omission of the Subrecipient or a Subrecipient Agent, the Subrecipient shall pay the County, on demand, or the County shall debit the Subrecipient's account for the full amount of lost funds along with penalties or fines, if any, assessed by the Federal Government..

(e) No Duplication of Payments. Payments for the Activities to be performed under this Agreement shall not duplicate payments for any work performed or to be performed under any other agreements made between the Subrecipient and any funding source including the County.

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

7. No Arrears or Default. The Subrecipient hereby warrants and represents that it is not in arrears to the County upon any debt or contract, and it is not in default as surety, contractor, or otherwise upon any obligation to the County whatsoever, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

8. Compliance With Law.

(a) The Subrecipient shall comply with any and all applicable Federal, State and local Laws, including those relating to conflicts of interest, discrimination, and confidentiality, in connection with its performance under this Agreement. In furtherance of the foregoing, the Subrecipient is bound by and shall comply with the terms of **Appendices EE** if applicable, **Exhibit B** and the Urban County Cooperation Agreement (**Exhibit C**), which are attached hereto. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Other HUD Program Requirements. The Subrecipient shall carry out the Activities in compliance with all laws and regulations contained in subpart K of part 570 of Title 24 CFR, and as may be amended from time to time, except that the Subrecipient shall not assume the County's environmental responsibilities described in 24 CFR 570.604 or the review process responsibilities under 24 CFR part 52. The Subrecipient shall comply with applicable uniform administrative requirements, as described in 24 CFR §570.502.

(c) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection

with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(d) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

9. Minimum Performance Standards. Regardless of whether required by Law:

(a) The Subrecipient shall, and shall cause Subrecipient Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Subrecipient shall provide and administer Activities under this Agreement in a professional manner consistent with the best practices of the industry in which the Subrecipient operates. The Subrecipient shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining, maintaining and causing all Subrecipient Agents to obtain and maintain all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

(c) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

- (i) Subrecipient shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Subrecipient has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

10. Records Access. The parties agree that public access to records, documents and information produced under or as a result of this Agreement, shall be controlled by applicable State and Federal laws concerning the disclosure of governmental records and/or information. In the event, a party receives a request for disclosure of a record, document or information, reasonable

efforts shall be used to notify the other party prior to disclosing the information in order to enable that party to take such action it deems appropriate.

11. Indemnification; Defense; Cooperation.

(a) The Subrecipient shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from claims, suits, actions, damages, costs, expenses (including, without limitation, reasonable attorneys' fees and disbursements) ("Losses"), arising out of the acts or omissions of the Subrecipient or a Subrecipient Agent in any performance under this Agreement. These Losses shall include those in connection with any investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Subrecipient shall not be responsible for that portion, if any, of a Loss that is caused by the negligent acts or omissions of the County.

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

(c) The Subrecipient's obligation to defend, indemnify and hold harmless the County shall be subject to the County having given the Subrecipient prompt written notice of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at the Subrecipient's expense, for the defense or settlement thereof. The Subrecipient shall not settle such claim or related action in a manner, which imposes any obligation on the County without the prior written consent of the County (which consent shall not be unreasonably withheld).

(d) The Subrecipient shall, and shall require Subrecipient Agents to, cooperate with the County in connection with the investigation, defense or prosecution of any action, suit or proceeding.

(e) The County and the Subrecipient shall cooperate and confer and reach agreement prior to the County entering into a settlement of a claim.

(f) For purposes of paragraph (a) above, the term "expense" shall not be deemed to include payment for labor or services of a County employee.

The provisions of this Section shall survive the termination of this Agreement.

12. Insurance.

(a) Types and Amounts. The Subrecipient shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) aggregate (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which

policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000.00) aggregate (iii) compensation insurance for the benefit of the Subrecipient's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may reasonably request from time to time. Notwithstanding the foregoing, the insurance required under this Agreement shall at a minimum be sufficient to protect the Agreement assets from loss due to theft, fraud or undue physical damage. The Subrecipient shall at all times comply with the bonding and insurance requirements of 2 CFR Part 200 et seq.— Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

(b) In the event that the Subrecipient is self-insured, the Subrecipient shall, upon execution of this Agreement, provide written notice of same to the County.

(c) Acceptability; Deductibles. All insurance required herein shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and is an A rated company and (ii) in form and substance reasonably acceptable to the County. The Subrecipient shall be solely responsible for the payment of all deductibles to which such policies are subject.

(d) Contractors and Subcontractors. The Subrecipient shall, where circumstances are such that said insurance is reasonable and necessary, require any contractor or subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required under subparagraph (a) and shall ensure that such contractors and subcontractors comply with the requirements of this Section.

(e) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the OCD. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Subrecipient shall provide written notice to the OCD of the same and deliver to the OCD renewal or replacement certificates of insurance. The Subrecipient shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take any action, or omit to take any action, that would suspend or invalidate any of the required coverage. The failure of the Subrecipient to maintain Workers' Compensation Insurance shall render this Agreement voidable.. The failure of the Subrecipient to maintain the other required coverage shall be deemed a material breach of this Agreement upon which the County reserves the right to consider an event of non-compliance.

13. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party hereunder to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

14. The Subrecipient shall ensure recognition of the role of the grant or agency in providing Activities through this Agreement.

15. Suspension and Termination.

(a) For Convenience.

(i) This Agreement may be terminated for convenience in accordance with 24 CFR 85.44. Notice of termination shall be delivered at least thirty (30) days prior to the effective date of termination. Where the Subrecipient requests partial termination, the County may, upon the determination that the remaining portion of the award will not accomplish the purposes for which the award was made, terminate the award in its entirety.

(ii) All finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Subrecipient shall, at the County's option, become the property of the County. The Subrecipient shall be entitled to receive reasonable compensation for any satisfactory work completed on such documents or materials prior to termination for convenience.

(b) Noncompliance.

(i) Where the Subrecipient fails to materially comply with any term of an award, whether stated in any Federal statute or regulation, an assurance, a State plan or application or notice of award or elsewhere, the County may, in accordance with 24 CFR 85.43(a) and in addition to any legally available remedy: temporarily withhold cash payments; disallow all or part of the cost of an activity or action; wholly or partly suspend or terminate the award for the Subrecipient's program; withhold future awards.

(ii) The County shall provide the Subrecipient with an opportunity for such hearing, appeal or other administrative proceeding to which the Subrecipient is entitled under statute or regulation applicable to the action involved.

(iii) Pursuant to 24 CFR 85.43(c), costs incurred by the Subrecipient during suspension or after termination of an award shall not be allowed without the express written approval of the County.

(c) Accounting Upon Termination; Reversion of Assets. Within thirty (30) days of the termination of this Agreement and in accordance with 24 CFR 570.503, the Subrecipient shall provide the OCD with a complete accounting up to the date of termination of all monies received from the County and shall immediately refund to the County any unexpended balance remaining as of the time of termination. Real property in the Subrecipient's control at the time of termination shall be used or disposed of in accordance with the above referenced regulation.

(d) Reimbursement Upon Termination. Payment to the Subrecipient following termination shall be in accordance with 24 CFR 85.43 but in no event shall payment exceed authorized expenditures made prior to termination

16. Accounting Procedures; Records.

(a) The Subrecipient shall comply with 24 CFR Part 85 and adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred; and agrees to comply with the compliance requirements applicable to the Federal program including the audit requirements of 24 CFR Part 200 et seq.— Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

The Subrecipient shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually (“Records”), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if a Subrecipient or a Subrecipient contractor or subcontractor is a non-profit entity, that entity must comply with the accounting guidelines set forth in 24 CFR Part 200 et seq.— Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

(b) The Subrecipient shall maintain all financial and programmatic records required by the Federal regulations specified in 24 CFR Part 570, including relevant provisions contained in 24 CFR Part 85, and that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- i. Records providing a full description of each activity undertaken;
- ii. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG Program;
- iii. Records required to determine the eligibility of activities;
- iv. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- v. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- vi. Financial records as required by 24 CFR Parts 570.502 and 85; and
- vii. Other records necessary to document compliance with 24 CFR 570.

Such Records shall at all reasonable times be available for audit and inspection by the County Comptroller or his or her duly designated representative, the OCD, any other governmental authority with jurisdiction over the performance of Activities and the provision of Services hereunder and/or the payment therefore, and any of their duly designated representatives.

The Subrecipient shall require each of its subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the County, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

(c) Client Data. The Subrecipient shall maintain client data demonstrating client eligibility for Activities and Services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to the OCD for monitoring and auditing purposes.

(d) Property Records. The Subrecipient shall maintain real property inventory records, which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria.

(e) Close-Outs. Subrecipient obligation to the County shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but not be limited to, making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and receivable accounts to the County), and determining the custodianship of records.

(f) National Objectives. The Subrecipient warrants, covenants and agrees to maintain documentation that demonstrates that the activities carried out by it with CDBG funds provided under this Agreement meet one or more of the CDBG program's National Objectives, that is: 1) benefit low and moderate income persons; 2) aid in the prevention or elimination of slums or blight; and 3) meet community development needs having a particular urgency; as defined in 24 CFR Part 570.208.

(g) Audits and Inspections. All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the County, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the County or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within thirty (30) days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient hereby warrants, covenants and agrees to have an annual agency audit conducted in accordance with current local policy concerning Subrecipient audits.

17. Program Income. The use and disposition of program income shall comply with the provisions of 24 CFR 92.503, et seq., 24 CFR 92.504, et seq., and with any determinations made by the County. In furtherance of the foregoing:

(a) The Subrecipient shall retain program income during the term of the current Cooperation Agreement, which is incorporated herein by reference and attached hereto as Exhibit C, provided, however, that such income is applied only to those Activities identified to be funded by such monies in the Subrecipient's Budget or if not so identified, as approved by the County

(b) The Subrecipient shall disburse all program income for eligible Activities before additional monies are transferred to the Subrecipient by the County.

(c) No more than 20% of the total of CDBG Program Income expended by the Subrecipient during any program year shall be used for administrative and planning charges.

(d) At the expiration of the term of the Cooperation Agreement, the Subrecipient shall transfer to the County all program income and any accounts receivable attributable to the use of CDBG funds.

(e) The Subrecipient shall report to the County on a monthly basis all program income generated and disbursed.

(f) The provisions of this Section 17 shall survive the termination of this Agreement.

18. Monitoring by Subrecipient.

(a) The Subrecipient shall monitor all subcontracted services on a regular basis to ensure agreement compliance. The results of monitoring efforts shall be summarized in written reports. Where such monitoring reveals areas of non-compliance by subcontractors, the Subrecipient shall submit reports supported with documented evidence of follow-up action taken to correct areas of noncompliance.

(b) The Subrecipient shall cause all of the provisions of this Agreement to be included in and made a part of any subcontract executed in the performance of this Agreement.

(c) The Subrecipient shall undertake to ensure that, where required, all subcontracts let in the performance of this Agreement shall be awarded in a fair and open competition basis in accordance with 24 CFR Part 85. Upon request, executed copies of all contracts and subcontracts shall be forwarded to OCD along with documentation concerning the selection process.

19. Relocation, Acquisition and Displacement. The Subrecipient agrees to comply with 24 CFR 570.606 relating to the acquisition and disposition of all real property utilizing grant funds, and to the displacement of persons, businesses, non-profit organizations and farms occurring as a direct result of any acquisition of real property utilizing grant funds. The Subrecipient agrees to comply with applicable County ordinances, resolutions, and policies concerning displacement of individuals from their residences.

20. Limitations on Actions and Special Proceedings Against the County; Notice. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless at least thirty (30) days prior to seeking relief the Subrecipient shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Subrecipient shall send or deliver copies of the documents presented to the Applicable DCE under this clause 20 to each of (i) the OCD and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Subrecipient shall allege that the above-described actions and inactions preceded the Subrecipient's action or special proceeding against the County.



21. Work Performance Liability. The Subrecipient is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Subrecipient is using a Subrecipient Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Subrecipient Agent has been approved by the County.

22. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Federal Court in Islip, New York or the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State or the Code of Federal Regulations, whichever is applicable, without regard to the conflict of laws provisions thereof.

23. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the OCD, to the attention of the Director at the address specified above for the OCD, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Subrecipient shall obtain from the OCD) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Subrecipient, to the attention of the person who executed this Agreement on behalf of the Subrecipient at the address specified above for the Subrecipient, or in each case to such other persons or addresses as shall be designated by written notice given to the other parties.

24. All Legal Provisions Deemed Included; Severability; Supremacy.

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

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this sub-clause will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions in conflict shall be resolved in the following order: (i) Exhibit A shall prevail, (ii) the terms and conditions set forth above the signature page shall control, (iii) Exhibit B and Appendix EE and finally, (iv) all other schedules,

exhibits, appendixes and/or attachments. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

25. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

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

27. Executory Clause. Notwithstanding any other provision of this Agreement:

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

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to provide funding to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, which shall include funds made available to the County from the Federal Government.



**Exhibit A**

**Budget**

The total budget under this contract is Three Million Dollars (\$3,000,000.00)

HT45-01	Administration	General management, oversight, coordination, monitoring and evaluation costs, and carrying charges related to planning and execution of community development activities.	\$492,500.00
HT45-02	Residential Rehabilitation	Maintain the stock of affordable housing by the provision of loans and/or grants to low and moderate income senior (age 62 or older) homeowners to eliminate code violations and make other needed improvements to their homes with eligible rehabilitation and preservation activities. Funds also to be used for project delivery costs for administering the residential rehabilitation program. Approximately 60 homes will be rehabilitated.	\$1,600,000.00
HT45-03A	PF&I Elmont	Public improvements will include streets, sidewalks, curbs and gutters, and aesthetic amenities along Hempstead Turnpike from Cross Island Parkway to Covert Avenue in the hamlet of Elmont. The proposed activities are consistent with the community development initiatives outlined in the Elmont Community Vision Plan. Additional eligible sites identified during the program year may also be improved with these funds. Funds to be used for project delivery costs, engineering, design, construction, and other hard and soft costs associated with project execution..	\$150,000.00
HT45-03B	PF&I Roosevelt	Public improvements will include streets, sidewalks, curbs and gutters, and aesthetic amenities at 35 Debevoise Ave to Nassau Road and along the Nassau Road corridor from Debevoise to West Clinton Avenue, in the hamlet of Roosevelt. Additional eligible sites identified during the program year may also be improved with these funds. Funds to be used for project delivery costs, engineering, design, construction, and other hard and soft costs associated with project execution..	\$175,000.00
HT45-03C	PF&I Uniondale	Public improvements will include streets, sidewalks, curbs and gutters, and aesthetic amenities at the intersection of Uniondale Ave and Front Street, including the area approximately 200 feet east, west, and north, in the hamlet of Uniondale. The proposed activities are consistent with the community development initiatives outlined in the Uniondale Vision Plan. Additional eligible sites identified during the program year may also be improved with these funds. Funds to be used for project delivery	\$250,000.00

		costs, engineering, design, construction, and other hard and soft costs associated with project execution..	
HT45-03D	PF&I Baldwin	Public improvements will include streets, sidewalks, curbs and gutters, and aesthetic amenities along Grand Avenue from Merrick Road to Milburn Avenue in the hamlet of Baldwin. The proposed activities are consistent with the community development initiatives outlined in the Baldwin Downtown Commercial Corridor Resiliency (DCCR) Plan. Additional eligible sites identified during the program year may also be improved with these funds. Funds to be used for project delivery costs, engineering, design, construction, and other hard and soft costs associated with project execution..	\$110,000.00
HT45-03E	PF&I Franklin Square	Public improvements will include streets, sidewalks, curbs and gutters, and aesthetic amenities along Franklin Ave from Dutch Broadway to Hempstead Turnpike in the hamlet of Franklin Square. Additional eligible sites identified during the program year may also be improved with these funds. Funds to be used for project delivery costs, engineering, design, construction, and other hard and soft costs associated with project execution..	\$110,000.00
HT45-04	Clearance & Demolition Roosevelt	Clearance and Demolition will be undertaken by the Town of Hempstead including the clearance/demolition of buildings and improvements at 314 East Clinton Avenue. The site may be reused as part of a larger development to build approximately 16 affordable homes. 314 East Clinton Avenue will become the access road for the new affordable development. The 16-unit affordable housing project is a multi-year project for which future CDBG and HOME funding will be requested for various project components including infrastructure and new housing construction. This multi-year project will leverage other funding sources to the extent possible. Additional eligible sites identified during the program year may also be demolished with these funds. Funds to be used for all hard and soft costs associated with project execution including project delivery costs.	\$10,000.00

HT45-05	Disposition Roosevelt	Disposition of Real Property will be undertaken by the Town of Hempstead including costs related to the sale of real property acquired with CDBG funds. Funds will be used for four (4) properties in Roosevelt including: 19-23 Debevoise Avenue, 509 Nassau Road, 301 Nassau Road, and 304 Nassau Road. Additional eligible sites identified during the program year may also be disposed of with these funds. The purposed of disposition is business expansion. Funds to be used for project delivery costs and other soft costs associated with project execution..	\$25,000.00
HT45-06A	Commercial Rehabilitation - Baldwin	The Town's Commercial Rehabilitation Program has two components: Business owners may receive a grant of up to \$15,000 for signs, lighting, and awning improvements to their storefronts. The Town's Commercial Rehabilitation Program also includes a Façade Improvement Program, which is a 50/50 matching grant program to assist business owners to improve the facades of their commercial buildings. On a case by case basis, the Town may amend these requirements should the business owner show a hardship in matching funds. Funds to be used for project delivery costs, engineering, design, construction, and other hard and soft costs associated with project execution..  The Town of Hempstead will give approximately three (3) grants to eligible businesses in Baldwin.	\$38,750.00
HT45-06B	Commercial Rehabilitation - Elmont	The Town's Commercial Rehabilitation Program has two components: business owners may receive a grant of up to \$15,000 for signs, lighting, and awning improvements to their storefronts. The Town's Commercial Rehabilitation Program also includes a Façade Improvement Program, which is a 50/50 matching grant program to assist business owners to improve the facades of their commercial buildings. On a case by case basis, the Town may amend these requirements should the business owner show a hardship in matching funds. Funds to be used for project delivery costs, engineering, design, construction, and other hard and soft costs associated with project execution..  The Town of Hempstead will give approximately three (3) grants to eligible businesses in Elmont.	\$38,750.00
<b>Total</b>			<b>\$3,000,000.00</b>

**Additional Provisions:**

- 1) In the event of any conflict between the Agreement and **Exhibit A**, the provisions of **Exhibit A** will control.
- 2) Whereas the expenditure of these federal funds varies per project and based upon federal eligibility requirements making certain provisions of this Agreement inapplicable to one project but applicable to another project; OCD, in its sole discretion, can waive any requirements of the Subrecipient under this Agreement. Provided however, that such a waiver is not in violation of Federal and/or Nassau County requirements, program regulations and/or applicable laws. Said waiver can be granted only by the Executive Director/Director of OCD and is intended to maximize the efficiency of the programs.
- 3) The Subrecipient shall ensure that any contract entered into with another party/third party as a result of this Agreement and/or to assist in the completion of the Activities under this Agreement are bound by the terms of this Agreement and all applicable laws, including but not limited to federal regulations and HUD program guidelines. The applicable federal statutes shall be listed in any applicable third party agreements and shall be strictly adhered to. Failure to comply with this provision may result in recapture of funds allocated by this Agreement. Should HUD seek repayment of funds from Nassau County as a result of the Subrecipient failure to comply with this provision, then the Subrecipient shall be responsible for repayment of those funds to the County.
- 4) All subcontracts/third party contracts must contain **Exhibit D** of this Agreement as part of their agreement.
- 5) Administrative Service Charge. In accordance with Ordinance Number 74-1979, as amended by Ordinance Number 128-2006, the administrative service charge for this Agreement has been waived.
- 6) When publishing materials, such as signs or brochures, that concern this Agreement, the Subrecipient shall ensure recognition of the Nassau County Office of Community Development (OCD). A copy of all such materials must be forwarded to the OCD prior to publication for approval.

**Timeline for completion of Activities:**

In accordance with 24 CFR 570.503 (b) (1), the Subrecipient shall complete all of the Activities for which funding is being provided and as identified within this Agreement by August 31, 2023. OCD, in its sole discretion can extend the anticipated completion date in accordance with the provisions of this Agreement and HUD regulations. Such an extension shall not be unreasonably withheld by OCD.

## Exhibit B

### Additional Federal Requirements

#### **I. GENERAL FEDERAL CONDITIONS:**

A. General Compliance. The Subrecipient, Developer or Contractor shall comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 [the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)] including subpart K of these regulations, except that:

1. The Subrecipient, Developer or Contractor does not assume the environmental responsibilities of Nassau County as Lead Agency Recipient described in 24 CFR 570.604 (National Environmental Review Act "NEPA" Review), and

2. The Subrecipient, Developer or Contractor does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52.

3. The Subrecipient, Developer or Contractor also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract.

4. The Subrecipient, Developer or Contractor further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Subcontract Requirements. In the event that the Subrecipient, Developer or Contractor subcontracts to another subcontractor or organization, the Subrecipient, Developer or Contractor must prepare and enter into a written subcontract. The Subrecipient, Developer or Contractor shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement. The Subrecipient, Developer or Contractor will be responsible for monitoring the subcontractor or subgrantee for performance.

#### C. General Conduct

1. Hatch Act. The Subrecipient, Developer or Contractor shall ensure that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

2. Prohibited Activity. The Subrecipient, Developer or Contractor is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

3. Conflict of Interest. The Subrecipient, Developer or Contractor shall abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:



a. The Subrecipient, Developer or Contractor shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer or agent of the Subrecipient, Developer or Contractor shall participate in the selection, or in the award or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure and for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

4. Lobbying. The Subrecipient, Developer or Contractor hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subcontractors shall certify and disclose accordingly:

d. It will execute and comply with the Lobbying Certification obligation as follows:

"This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31,

U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.”

5. Copyright. If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

6. Religious Activities. The Subrecipient or Contractor agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytizing.

## **II. ENVIRONMENTAL CONDITIONS**

A. General Environmental Compliance. The Subrecipient, Developer or Contractor shall comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. §§ 7401, et seq.;
- Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
- National Environmental Policy Act of 1969.
- HUD Environmental, Review Procedures (24 CFR Part 58). Depending on the project, categorical exclusions set forth at 24 CFR 58.35 may apply to certain CDBG activities for which no environmental impact statement or environmental assessment and finding of no significant impact under NEPA is required.
- B. National Environmental Policy Act Review. The National Environmental Policy Act of 1969 (42 USC Section 4321, et seq.) establishes national policies, goals and procedures for protecting, restoring, and enhancing environmental quality.

HUD requires NEPA environmental reviews to be conducted before proceeding with actions that may affect the environment. In addition to NEPA regulations, the Subrecipient or Contractor must comply with other applicable federal and state environmental and historic regulations governing activities funded with CDBG monies.

1. Subrecipients, Developers and Contractors are required to fully comply with all federal and state environmental and historic regulations. The goals of these regulations are to assure that development is compatible with environmental and historic

conditions and does not adversely impact environmental and historic conditions, and that the users of the project will be given a safe, healthy, and enjoyable environment.

2. Nassau County has been designated by HUD to conduct NEPA Review on each activity funded with HUD funds. This entails determining the impact of the project on the environment and the historic nature of the community as well as the impact of the environment on the project.

3. *Subrecipient, Developer or Contractor must supply the County's designated Environmental Officer with sufficient detail about each project to complete an environmental review.*

4. *To the extent to which NEPA requirements are applicable, the NEPA review process must be completed and the release of funds approved before OCD commits any funds on any activity or project. Additionally, until the release of funds has been approved, non-federal funds can not be committed if the activity or project would have an adverse environmental impact or limit the choice of reasonable alternatives. The County will provide the Subrecipient, Developer or Contractor with notification regarding the release of funds.*

C. Flood Disaster Protection. In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, the Subrecipient, Developer or Contractor *shall obtain and maintain as a condition of financial assistance for acquisition or construction purposes (including rehabilitation) flood insurance under the National Flood Insurance Program* Flood maps are available at <http://www.fema.gov/index.shtm>

D. Lead-Based Paint.

1. The Subrecipient, Developer or Contractor shall comply with HUD Lead-Based Paint Regulations found at 24 CFR 570.608 and 24 CFR Part 35, Subpart B (the "Lead Rule") when undertaking any construction or rehabilitation of residential structures with assistance provided under this Agreement. The Lead Rule requires compliance with lead paint risk assessment, paint evaluation and testing, and the use of interim controls or abatement when necessary, depending upon the amount of Federal funds applied to a property. The regulations further require the proper training and certification of all contractors undertaking rehabilitation activities.

2. Notification: Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Proper notification is made by providing the EPA brochure entitled: "Renovate Right: Important Lead Hazard Information for Families, Child Care Providers and Schools." This brochure is available on HUD's website at:

<http://www.hud.gov/offices/lead/library/lead/renovaterightbrochure.pdf>

This brochure may be reproduced by the Subrecipient, Developer or Contractor and should be distributed as broadly as possible. The brochure has a form attached which must be used to document receipt of the brochure by homeowners or tenants before rehabilitation activities are undertaken. Subrecipients, Developers or contractors who

undertake rehabilitation programs shall retain the documentation of the receipt of the brochure with program files.

3. Nassau County Department of Health is part of the New York State and US Centers for Disease Control Childhood Lead Poisoning Prevention program, which includes monitoring the testing of children under the age of seven for elevated levels of lead. Nassau County Department of Health should be contacted if the Subrecipient, Developer or Contractor identifies children who may need blood lead level screening.

E. Historic Preservation.

1. The Subrecipient, Developer or Contractor shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

2. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list. This will be done as part of the NEPA review process.

III. EMPLOYMENT CONDITIONS

A. OSHA. Where employees are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to the participants' health or safety.

B. Labor Standards.

1. The Subrecipient, Developer or Contractor shall comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement.

2. The Subrecipient, Developer or Contractor shall comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and the related implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient, Developer or Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to OCD for review upon request.

3. Davis Bacon Threshold: The Subrecipient, Developer or Contractor agrees that, except with respect to the rehabilitation or construction of residential property containing fewer than eight (8) units, all contractors engaged under contracts in excess of Two Thousand Dollars (\$2,000.00) for construction, renovation or repair work

financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient, Developer or Contractor of its obligation, if any, to require payment of the higher wage.

4. Inclusion in Contracts: The Subrecipient, Developer or Contractor shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

This includes:

- Attaching and making part of each tier of bid solicitations and construction contracts:
  - Federal Labor Standards Wage Determination: NY080013
  - Federal Labor Standards Provision: (HUD 4010)
  - Although New York State prevailing wages may also be applicable in a project with a mix of funding, the Federal Wage Determination must also be included in the bid/contract documents when Federal funds are used on a project.
- The following must be posted at the project site:
  - Project Wage Sheet: HUD Form 4720 or the entire wage decision.
  - Notice to All Employees Poster: Form WH1321 – located at <http://www.dol.gov/esa/whd/regs/compliance/posters/fedprojc.pdf>
- If a work classification is not included in the wage decision (HUD 4230a) – it should be provided to the County to be submitted to HUD OLR.
- Project files must include copies of Notices for Bids and Copies of Notices of Contract Awards.
- If applicable, Developer's/Subrecipient's/Contractor's/Subcontractors' Certified (signed) weekly payrolls must be reviewed and checked for compliance with wage determinations in accordance with HUD procedures. With the submission of the first payroll, the Subrecipient or contractor must submit the following form: HUD 5282.
- Employee interviews must be conducted and recorded on HUD Form 11 and onsite complaints recorded on HUD Form 4731. OCD will notify HUD Office of Labor Relations of any underpayments or Davis Bacon and related Acts violations.

- Apprentices and trainees must be registered in State Apprenticeship Council approved programs and certification must be included with the payroll submission.

5. Nassau County OCD Review: Subrecipient, Developer or Contractor should submit to OCD copies of all bid documents prior to solicitation for review. In addition, question related to Davis Bacon compliance and applicability should be directed to assigned OCD staff for review with HUD Office of Labor Relations Staff.

6. Subrecipient, Developer or Contractor must complete and submit the Semi-Annual Labor Standards Enforcement Report (HUD Form 4710) to OCD to compile and send to HUD Office of Labor Relations.

C. Providing Economic Opportunities under Section 3 of the Housing and Urban Development Act of 1968 as Amended.

1. General. Section 3 of the Housing and Urban Development Act of 1968, as amended by Section 915 of the Housing and Community Development Act of 1992, (hereinafter "Section 3") requires that when HUD financial assistance to housing and community development programs results in the generation of economic opportunities in a community, such opportunities should be directed toward low and very-low income persons.

Providing Economic Opportunities through Hiring Low and Very Low Income Persons. The Subrecipient, Developer or Contractor shall further ensure that new job opportunities for training and employment arising in connection with housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- (at or below 80% of HUD Area Median Income) and very low-income persons (at or below 50% of HUD Area Median Income) residing within the Nassau County Consortium. Where feasible, priority in hiring for new jobs should be given to low- and very low-income persons *within the service area of the project or the neighborhood in which the project is located*, and to low- and very low-income participants in other HUD programs.

Providing Economic Opportunities through Contracting with Section 3 Certified Businesses: When feasible, contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction projects should first be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing within the Nassau County Consortium and to low- and very low-income participants in other HUD programs. A Section 3 business concern must be approved first through application to OCD.

2. Section 3 Threshold: The work to be performed under this Agreement is assisted under a program providing direct Federal financial assistance from HUD and, as such is subject to the requirements of Section 3 requires that to the greatest extent

feasible opportunities for training and employment shall be given to low and very low income residents of the area of the Section 3 covered project. Section 3 applies to:

- Projects for which HUD's share of the project costs exceeds \$200,000; and
- Contracts and subcontracts awarded on projects for which HUD's share or project costs exceeds \$200,000 and the contract or subcontract exceeds \$100,000.
- Recipients whose projects do not fall under Section 3 are nonetheless encouraged to comply with the Section 3 preference requirements and must complete HUD Form 60002.

3. Subrecipient, Developer or Contractor Responsibilities Pursuant to Section

3. Each Subrecipient, Developer or Contractor that receives financial assistance subject to Section 3 compliance (and their contractors or subcontractors) are required to comply with the requirements of Section 3 for new employment, training, or contracting opportunities that are created during the expenditure of covered funding. This responsibility includes:

- Implementing procedures to notify Section 3 residents and business concerns about training and employment opportunities generated by Section 3 covered assistance;
- Implementing procedures to notify Section 3 business concerns about the availability of contracting opportunities generated by Section 3 covered assistance;
- Notifying contractors on Section 3 covered projects of their responsibilities prior to their completion of work;
- Incorporating the Section 3 Clause into all covered solicitations and contracts [see 24 CFR Part 135.38];
- Facilitating the training and employment of Section 3 residents and the awarding of contracts to Section 3 business concerns;
- Assisting and actively cooperating with the OCD in obtaining the compliance of contractors and subcontractors;
- Refraining from entering into contracts with contractors who are in violation of the Section 3 regulations;
- Documenting actions taken to comply with Section 3; and
- Submitting Section 3 Annual Summary Reports (form HUD-60002) in accordance with 24 CFR Part 135.90.

4. Preferences for Section 3 Business Concerns. Section 3 also requires that contracts for work in connection with a covered project be awarded to business concerns which are located in the area of the Section 3 covered project or owned in substantial part

by persons residing in the area. In housing and community development programs, where feasible, priority consideration should be given, to:

- Section 3 business concerns that provide economic opportunities for Section 3 residents in the service area or neighborhood in which the Section 3 covered project is located; and
- Applicants selected to carry out Youthbuild programs (category 2 businesses); and
- Other Section 3 business concerns.

5. Section 3 Clause Inclusion in Contracts as required by 24 CFR part 135.38. All Section 3 covered contracts shall include the following clause in full (referred to as the Section 3 clause which is below in italics):

- A. The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. §1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.*
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.*
- C. The contractor agrees to send to each labor organization or workers' representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applications for training and employment position can see the notice. The notice shall describe the Section 3 preference, shall set forth the minimum number of jobs and the job titles subject to hire, the availability of apprenticeship and training positions, the qualifications for each and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.*
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the*



*subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.*

- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.*
- F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.*

6. Compliance. Compliance with the provisions of Section 3, and all applicable rules and orders issued thereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the County as Grantee, the Subrecipient or Contractor and any of the Subrecipient or Contractor's subcontractors.

Failure to fulfill these requirements shall subject the Grantee, the Subrecipient, Developer or Contractor and any of the Subrecipient, Developer or Contractor's subcontractors, their successors and assigns, and subject to those sanctions specified by the Agreement through which Federal assistance is provided, and to such sanctions as are specified in 24 CFR Part 135. The Subrecipient, Developer or Contractor certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

7. Reporting. Within 30 days of the commencement date of this Agreement, the Subrecipient, Developer or Contractor shall provide the County with a report setting forth the steps taken to identify and solicit applications from those low and very low income persons for training and employment and within 30 days of the commencement of work pursuant to this Agreement, the Subrecipient, Developer or Contractor shall provide to the County a list of those low and very low income persons individuals who have been offered training or employment positions, and shall identify those who have accepted such positions.

The Subrecipient, Developer or Contractor must complete HUD Form 60002: Section 3 Summary Report and submit it to OCD at the end of each program year for consolidation and inclusion in the Consolidated Annual Performance Report ("CAPER").

**IV. RELOCATION, REAL PROPERTY ACQUISITION and ONE-FOR-ONE HOUSING REPLACEMENT**

A. In the event that a Subrecipient, Developer or Contractor has a property acquisition project for either residential or commercial property and the property has a tenant or owner who may be displaced or relocated either permanently or temporarily, OCD staff and/ or HUD Community Planning & Development Relocation staff should be immediately notified so that an assessment can be made as to whether the Uniform Relocation Act is triggered. In the event that the URA is triggered, OCD will assist the Subrecipient or Contractor in establishing a project specific relocation plan to satisfy the requirements of the URA.

B. The Subrecipient, Developer or Contractor shall comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended ("URA") and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies.

More information is available at:

<http://www.hud.gov/offices/cpd/library/relocation/index.cfm>

C. The Subrecipient, Developer or Contractor shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b) (2) who are displaced as a direct result of acquisition, rehabilitation, demolition or conversion of a CDBG-assisted project. The Subrecipient, Developer or Contractor shall also comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

D. Congress has statutorily prohibited the use of federal funds for eminent domain purposes starting in Federal Fiscal Year 2006 with limited exceptions such as public purpose. This Congressional prohibition is detailed in Federal Notice:

**FR-5077-N-01: Vol. 71, No.136 - Monday, July 17, 2006 Statutory Prohibition on Use of HUD Fiscal Year (FY) 2006 Funds for Eminent Domain- Related Activities.** This Notice can be accessed at:

[http://www.hud.gov/offices/cpd/library/relocation/policyandguidance/fedreg\\_071706.pdf](http://www.hud.gov/offices/cpd/library/relocation/policyandguidance/fedreg_071706.pdf)

**V. PERSONNEL & PARTICIPANT CONDITIONS**

**A. Civil Rights**

1. **Compliance.** The US Department of Housing and Urban Development ("HUD") and Nassau County are committed to assuring that CDBG Subrecipients and Contractors take positive steps to ensure that all persons receive equal opportunity to

housing, employment, public facilities and services, contracting and business opportunities, and CDBG funds, benefits and services, and are protected from displacement. In addition to equal access, Subrecipient, Developer and Contractors must affirmatively further fair housing and also provide accessibility for persons with disabilities.

Subrecipient, Developers and Contractors are responsible for implementing their projects in compliance with all local, state and federal laws and regulations regarding civil rights, fair housing and equal opportunity. This grant agreement certifies that the Subrecipient, Developer or Contractor will actively enforce the provisions of such statutes and regulations and develop strategies for addressing the requirements. To ensure compliance, attention to the civil rights, fair housing and equal opportunity components of your CDBG projects must be all-inclusive, from the project design to the final progress report.

Subrecipients, Developers and Contractors must:

- demonstrate that they afford equal employment opportunities to all persons;
- take affirmative steps to ensure that minority groups are informed of grant opportunities;
- demonstrate that their program benefits are not awarded in ways that discriminate; and
- Take affirmative steps to promote fair and equal access to housing, regardless of the type of grant.

The Subrecipient, Developer or Contractor shall comply with: The New York State and Nassau County Civil Rights and Fair Housing Laws, Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended (the Federal Fair Housing Act), Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

As generally described by HUD:

Title VI of the Civil Rights Act of 1964

Title VI prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving federal financial assistance.

Fair Housing Act

Title VIII of the Civil Rights Act of 1968 as amended, prohibits discrimination in the sale, rental, and financing of dwellings, and in other housing-related transactions, based on race, color, national origin, religion, sex, familial status (including children under the age of 18 living with parents or legal custodians, pregnant women, and people securing custody of children under the age of 18), and handicap (disability).

Section 504 of the Rehabilitation Act of 1973

Section 504 prohibits discrimination based on disability in any program or activity receiving federal financial assistance.

Section 109 of Title I of the Housing and Community Development Act of 1974

Section 109 prohibits discrimination on the basis of race, color, national origin, sex or religion in programs and activities receiving financial assistance from HUD's Community Development and Block Grant Program.

Title II of the Americans with Disabilities Act of 1990

Title II prohibits discrimination based on disability in programs, services, and activities provided or made available by public entities. HUD enforces Title II when it relates to state and local public housing, housing assistance and housing referrals. This Act requires among other things that all bids and contracts must contain language that prohibits discrimination on the basis of disability by public entities in all services or programs.

Architectural Barriers Act of 1968

The Architectural Barriers Act requires that buildings and facilities designed, constructed, altered, or leased with certain federal funds after September 1969 must be accessible to and useable by handicapped persons.

Age Discrimination Act of 1975

The Age Discrimination Act prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance.

Title IX of the Education Amendments Act of 1972

Title IX prohibits discrimination on the basis of sex in education programs or activities that receive federal financial assistance.

Fair Housing-Related Presidential Executive Orders:

Executive Order 11063

Executive Order 11063 prohibits discrimination in the sale, leasing, rental, or other disposition of properties and facilities owned or operated by the federal government or provided with federal funds.

Executive Order 11246

Executive Order 11246, as amended, bars discrimination in federal employment because of race, color, religion, sex, or national origin.

Executive Order 12892

Executive Order 12892, as amended, requires federal agencies to affirmatively further fair housing in their programs and activities, and provides that the Secretary of HUD will be responsible for coordinating the effort. The Order also establishes the President's Fair Housing Council, which will be chaired by the Secretary of HUD.

Executive Order 12898

Executive Order 12898 requires that each federal agency conduct its program, policies, and activities that substantially affect human health or the environment in a manner that does not exclude persons based on race, color, or national origin.

Executive Order 13166

Executive Order 13166 eliminates, to the extent possible, limited English proficiency as a barrier to full and meaningful participation by beneficiaries in all federally-assisted and federally conducted programs and activities.

Executive Order 13217

Executive Order 13217 requires federal agencies to evaluate their policies and programs to determine if any can be revised or modified to improve the availability of community-based living arrangements for persons with disabilities.

2. Affirmatively Furthering Fair Housing.

a. The Subrecipient, Developer or Contractor shall comply with Section 104 (b) (2) of the Housing and Community Development Act of 1974, ("HCD") as amended (42 U.S.C. 5309). This governing statute for the CDBG program requires that each grantee certify to HUD's satisfaction that (1) the grant will be conducted and administered in conformity with the Fair Housing Act (42 U.S.C. 3601-20) and (2) the grantee will affirmatively further fair housing.

b. This requirement is codified for local jurisdictions, in the HUD Consolidated Plan requirements under 24 CFR § 91.225. Under the Consolidated Plan, HUD funded recipients are required to: (1) examine and attempt to alleviate housing discrimination within their jurisdiction; (2) promote fair housing choice for all persons; (3) provide opportunities for all persons to reside in any given housing development, regardless of race, color, religion, sex, disability, familial status, or national origin; (4) promote housing that is accessible to and usable by persons with disabilities; (5) and comply with the non-discrimination requirements of the Fair Housing Act.

c. The identification and subsequent reduction and/or elimination of impediments to fair housing involves affirmatively furthering fair housing as part of the acceptance of HUD program funds. Affirmatively furthering fair housing may be grouped into the following three categories:

- *Intent*: The obligation to avoid policies, customs, practices or processes whose intent or purpose is to impede, infringe, or deny the exercise of fair housing rights by persons protected under the Federal Fair Housing Act.
- *Effect*: The obligation to avoid policies, customs, practices or processes whose effect or impact is to impede, infringe, or deny the exercise of Fair Housing rights by persons protected under the Fair Housing Act.
- *Affirmative Duties*: The Act imposes a fiduciary responsibility upon public agencies to anticipate policies, practices, or processes that previously, currently or may potentially impede, infringe or deny the exercise of fair housing rights by persons protected under the Federal Fair Housing Act.

d. In order to affirmatively further fair housing in the sale or rental of property acquired or rehabilitated with HUD funds, the Subrecipient, Developer or Contractor must prepare and follow an Affirmative Fair Housing Marketing Plan ("AFHMP"). The Affirmative Fair Housing Marketing Plan must be consistent with OCD's Affirmative Fair Housing Marketing Guidelines and must be submitted to OCD in advance of the selection process for review and approval.

The AFHMP must include the following:

- The process of outreach advertising, and selection of applicants that will attract potential consumers or tenants of all minority and non-minority groups within the housing market, regardless of race, color, religion, sex, national origin, disability, or familial status. Special outreach should be conducted to groups least likely to apply. Examples of such action include:
  - Advertising the availability of housing to the population that is less likely to apply, both minority and non-minority groups, through various forms of media (i.e. radio stations, posters, newspapers) within the marketing area;
  - Use of the Equal Housing Opportunity Logo and the equal housing opportunity statement.
  - Educate persons within an organization about fair housing and their obligations to follow nondiscrimination laws; and
  - Conduct outreach to advocacy groups (i.e. disability rights groups) on the availability of housing.
- A selection process which is open, fair and equitable (i.e. a housing lottery).
- Any system of preference or priority with respect to the solicitation of applicants, selection, and qualification of Home Buyers, marketing of Homes or allocation and distribution of Grant funds must be fully set forth and justified in the Affirmative Marketing Plan, which will include an explanation of the need for and likely impact of such preference or priority on the disposition of the Homes in the Project within the context of the Grantee's affirmative marketing efforts and any applicable municipal community development plan. Any system of preference or priority must comply with federal, state and Nassau County fair housing laws and may not foster racial, religious, or other illegal form of discrimination.

3. Nondiscrimination. The Subrecipient, Developer or Contractor shall comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

4. Land Covenants. This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. The Subrecipient, Developer or Contractor shall cause or require recording of a covenant running with the land to be sold, leased, transferred, acquired, cleared or improved with assistance provided under this Agreement, along with the deed or lease for such transfer, prohibiting discrimination as herein inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, Developer or Contractor, in undertaking its obligation to carry out the program assisted hereunder, shall take such measures as are necessary to enforce such covenant and shall not itself so discriminate.

5. Section 504. The Subrecipient, Developer or Contractor shall comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and all Federal regulations promulgated thereunder to ensure compliance with the law, which prohibits discrimination against individuals with disabilities or handicaps in any Federally assisted program.

The Grantee shall provide the Subrecipient, Developer or Contractor with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan. The Subrecipient, Developer or Contractor agrees that it shall be committed to carrying out an Affirmative Action Program in accordance with the County's requirements in keeping with the principles provided in President's Executive Order 11246 of September 24, 1966. The County shall provide Affirmative Action guidelines to the Subrecipient, Developer or Contractor to assist in the formulation of such program. The Subrecipient, Developer or Contractor shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE).

a. General. The Subrecipient, Developer or Contractor shall use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement in development, design, and construction by performing work and providing goods and services in connection with this Project.

b. MBE/ WBE Thresholds. As used in this Agreement, the term "small business" shall mean a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and the term "minority and women's business enterprise" shall mean a business that is at least fifty-one (51) percent owned and controlled by minority group members or women. The Subrecipient, Developer or Contractor may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

c. Local Requirements. The Nassau County Legislature adopted Local Law No. 14-2002 (Set forth in Appendix EE of this contract) detailing the implementation of the local MBE / WBE program. For further information see:

<http://www.nassaucountyny.gov/agencies/MinorityAffairs/index.html#>

d. Contracting. Prior to the commencement of any project, the Subrecipient, Developer or Contractor shall provide the County with a MBE/ WBE utilization plan setting forth the steps that will be taken to identify and solicit bids as prime or subcontractors from Women and Minority Owned Businesses. The total dollar award of contracts includes the total contract price of all contracts awarded for the furnishing of labor, materials or services for inclusion in the project, exclusive of payments to government and financing costs. Specific products and services include, but are not limited to, architectural and engineering services, legal services, all construction trades, equipment and fixtures, finishes, and furnishings.

e. Goals. In order to achieve this objective, OCD has established the following business participation goals presented as a percentage of the total value of all contracts let in connection with this contract: *5% to minority business enterprises and 5% to women business enterprises.* These goals should be included in all bids and contracts.

f. Reporting. Within 30 days of the commencement of work pursuant to this Agreement, the Subrecipient, Developer or Contractor shall provide to the County a list of MBE / WBE firms selected as contractors or subcontractors. The Subrecipient, Developer or Contractor must complete HUD Form 2516 – Contract and Subcontract Activity report and submit it to OCD at the end of each program year for consolidation and inclusion in the Consolidated Annual Performance Report (“CAPER”).

C. Mandatory Training

1. Prior to the commencement of any project, the Subrecipient or Contractor shall attend mandatory compliance training at the office of OOCDC. Failure to attend a training may result in a, temporarily withhold cash payments; disallow all or part of the cost of an activity or action; or wholly or partly suspend or termination of the award



**Exhibit C**  
**Urban County Cooperation Agreement**

Attached is a copy of the Cooperation Agreement between the County of Nassau and the municipality. As per paragraph 6, the subject Agreement was automatically renewed for a successive three-year qualification period covering Federal Fiscal Years 2015-2017.

# **Exhibit D – Subcontractor/Third Party Agreements**

## **Additional Requirements**

**The provisions of this Exhibit must be attached to any subcontract and/or third party agreements entered into by the Subrecipient, Developer or Contractor and are hereby made a part of the document to which it is attached to the extent they are applicable. Subrecipient, Developer or Contractor is required to ensure subcontractor/third party compliance, where applicable, with all provisions contained herein. Failure to comply the below applicable requirements may result in termination of the agreement and/or withholding of funds and/or costs associated/incurred under and in accordance with the Nassau County agreement being deemed ineligible and not subject to reimbursement. Nassau County shall determine compliance in accordance with HUD requirements.**

**The Subrecipient, Developer, Contractor and/or any other third party or subcontractor must comply, where applicable, with all parts of 24 CFR (0-4100), including sections 570.500 through 570.614.**

**The Subrecipient, Developer, Contractor and/or any other third party or subcontractor must comply, where applicable, with 24 CFR Part 85 including 24 CFR Part 85.36 (i) contract provisions which state:**

### **24 CFR PART 85.36 (i) Contract provisions**

A grantee's and subgrantee's contracts must contain provisions in paragraph (i) of this section. Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.

1. Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)
2. Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)
3. Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13,

1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees)

4. Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (All contracts and subgrants for construction or repair)
5. Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and subgrantees when required by Federal grant program legislation)
6. Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327A 330) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)
7. Notice of awarding agency requirements and regulations pertaining to reporting.
8. Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
9. Awarding agency requirements and regulations pertaining to copyrights and rights in data.
10. Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
11. Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.
12. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000).

13. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871).

**I. GENERAL FEDERAL CONDITIONS:**

A. General Compliance. The Subrecipient, Developer or Contractor shall comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 [the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)] including subpart K of these regulations, except that:

1. The Subrecipient, Developer or Contractor does not assume the environmental responsibilities of Nassau County as Lead Agency Recipient described in 24 CFR 570.604 (National Environmental Review Act "NEPA" Review), and

2. The Subrecipient, Developer or Contractor does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 58.

3. The Subrecipient, Developer or Contractor also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract.

4. The Subrecipient, Developer or Contractor further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Subcontract Requirements. In the event that the Subrecipient, Developer or Contractor subcontracts to another subcontractor or organization, the Subrecipient, Developer or Contractor must prepare and enter into a written subcontract. The Subrecipient, Developer or Contractor shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement. The Subrecipient, Developer or Contractor will be responsible for monitoring the subcontractor or subgrantee for performance.

C. General Conduct

1. Hatch Act. The Subrecipient, Developer or Contractor shall ensure that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

2. Prohibited Activity. The Subrecipient, Developer or Contractor is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

3. Conflict of Interest. The Subrecipient, Developer or Contractor shall abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

a. The Subrecipient, Developer or Contractor shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer or agent of the Subrecipient, Developer or Contractor shall participate in the selection, or in the award or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure and for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

4. Lobbying. The Subrecipient, Developer or Contractor hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subcontractors shall certify and disclose accordingly:

d. It will execute and comply with the Lobbying Certification obligation as follows:

"This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31,

U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.”

5. Copyright. If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

6. Religious Activities. The Subrecipient or Contractor agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytizing.

## **II. ENVIRONMENTAL CONDITIONS**

A. General Environmental Compliance. The Subrecipient, Developer or Contractor shall comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. §§ 7401, et seq.;
- Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
- National Environmental Policy Act of 1969.
- HUD Environmental, Review Procedures (24 CFR Part 58). Depending on the project, categorical exclusions set forth at 24 CFR 58.35 may apply to certain CDBG activities for which no environmental impact statement or environmental assessment and finding of no significant impact under NEPA is required.
- B. National Environmental Policy Act Review. The National Environmental Policy Act of 1969 (42 USC Section 4321, et seq.) establishes national policies, goals and procedures for protecting, restoring, and enhancing environmental quality.

HUD requires NEPA environmental reviews to be conducted before proceeding with actions that may affect the environment. In addition to NEPA regulations, the Subrecipient or Contractor must comply with other applicable federal and state environmental and historic regulations governing activities funded with CDBG monies.

1. Subrecipients, Developers and Contractors are required to fully comply with all federal and state environmental and historic regulations. The goals of these regulations are to assure that development is compatible with environmental and historic

conditions and does not adversely impact environmental and historic conditions, and that the users of the project will be given a safe, healthy, and enjoyable environment.

2. Nassau County has been designated by HUD to conduct NEPA Review on each activity funded with HUD funds. This entails determining the impact of the project on the environment and the historic nature of the community as well as the impact of the environment on the project.

3. *Subrecipient, Developer or Contractor must supply the County's designated Environmental Officer with sufficient detail about each project to complete an environmental review.*

4. *To the extent to which NEPA requirements are applicable, the NEPA review process must be completed and the release of funds approved before OCD commits any funds on any activity or project. Additionally, until the release of funds has been approved, non-federal funds can not be committed if the activity or project would have an adverse environmental impact or limit the choice of reasonable alternatives. The County will provide the Subrecipient, Developer or Contractor with notification regarding the release of funds.*

C. Flood Disaster Protection. In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, the Subrecipient, Developer or Contractor *shall obtain and maintain as a condition of financial assistance for acquisition or construction purposes (including rehabilitation) flood insurance under the National Flood Insurance Program* Flood maps are available at <http://www.fema.gov/index.shtml>

D. Lead-Based Paint.

1. The Subrecipient, Developer or Contractor shall comply with HUD Lead-Based Paint Regulations found at 24 CFR 570.608 and 24 CFR Part 35, Subpart B (the "Lead Rule") when undertaking any construction or rehabilitation of residential structures with assistance provided under this Agreement. The Lead Rule requires compliance with lead paint risk assessment, paint evaluation and testing, and the use of interim controls or abatement when necessary, depending upon the amount of Federal funds applied to a property. The regulations further require the proper training and certification of all contractors undertaking rehabilitation activities.

2. Notification: Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Proper notification is made by providing the EPA brochure entitled: "Renovate Right: Important Lead Hazard Information for Families, Child Care Providers and Schools." This brochure is available on HUD's website at:

<http://www.hud.gov/offices/lead/library/lead/renovaterightbrochure.pdf>

This brochure may be reproduced by the Subrecipient, Developer or Contractor and should be distributed as broadly as possible. The brochure has a form attached which must be used to document receipt of the brochure by homeowners or tenants before rehabilitation activities are undertaken. Subrecipients, Developers or contractors who

undertake rehabilitation programs shall retain the documentation of the receipt of the brochure with program files.

3. Nassau County Department of Health is part of the New York State and US Centers for Disease Control Childhood Lead Poisoning Prevention program, which includes monitoring the testing of children under the age of seven for elevated levels of lead. Nassau County Department of Health should be contacted if the Subrecipient, Developer or Contractor identifies children who may need blood lead level screening.

E. Historic Preservation.

1. The Subrecipient, Developer or Contractor shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

2. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list. This will be done as part of the NEPA review process.

III. EMPLOYMENT CONDITIONS

A. OSHA. Where employees are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to the participants' health or safety.

B. Labor Standards.

1. The Subrecipient, Developer or Contractor shall comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement.

2. The Subrecipient, Developer or Contractor shall comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and the related implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient, Developer or Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to OCD for review upon request.

3. Davis Bacon Threshold: The Subrecipient, Developer or Contractor agrees that, except with respect to the rehabilitation or construction of residential property containing fewer than eight (8) units, all contractors engaged under contracts in excess of Two Thousand Dollars (\$2,000.00) for construction, renovation or repair work



financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient, Developer or Contractor of its obligation, if any, to require payment of the higher wage.

4. **Inclusion in Contracts:** The Subrecipient, Developer or Contractor shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

This includes:

- Attaching and making part of each tier of bid solicitations and construction contracts:
  - Federal Labor Standards Wage Determination: NY080013
  - Federal Labor Standards Provision: (HUD 4010)
  - Although New York State prevailing wages may also be applicable in a project with a mix of funding, the Federal Wage Determination must also be included in the bid/contract documents when Federal funds are used on a project.
- The following must be posted at the project site:
  - Project Wage Sheet: HUD Form 4720 or the entire wage decision.
  - Notice to All Employees Poster: Form WH1321 – located at <http://www.dol.gov/esa/whd/regs/compliance/posters/fedprojc.pdf>
- If a work classification is not included in the wage decision (HUD 4230a) – it should be provided to the County to be submitted to HUD OLR.
- Project files must include copies of Notices for Bids and Copies of Notices of Contract Awards.
- If applicable, Developer's/Subrecipient's/Contractor's /Subcontractors' Certified (signed) weekly payrolls must be reviewed and checked for compliance with wage determinations in accordance with HUD procedures. With the submission of the first payroll, the Subrecipient or contractor must submit the following form: HUD 5282.
- Employee interviews must be conducted and recorded on HUD Form 11 and onsite complaints recorded on HUD Form 4731. OCD will notify HUD Office of Labor Relations of any underpayments or Davis Bacon and related Acts violations.

- Apprentices and trainees must be registered in State Apprenticeship Council approved programs and certification must be included with the payroll submission.

5. Nassau County OCD Review: Subrecipient, Developer or Contractor should submit to OCD copies of all bid documents prior to solicitation for review. In addition, question related to Davis Bacon compliance and applicability should be directed to assigned OCD staff for review with HUD Office of Labor Relations Staff.

6. Subrecipient, Developer or Contractor must complete and submit the Semi-Annual Labor Standards Enforcement Report (HUD Form 4710) to OCD to compile and send to HUD Office of Labor Relations.

C. Providing Economic Opportunities under Section 3 of the Housing and Urban Development Act of 1968 as Amended.

1. General. Section 3 of the Housing and Urban Development Act of 1968, as amended by Section 915 of the Housing and Community Development Act of 1992, (hereinafter "Section 3") requires that when HUD financial assistance to housing and community development programs results in the generation of economic opportunities in a community, such opportunities should be directed toward low and very-low income persons.

Providing Economic Opportunities through Hiring Low and Very Low Income Persons. The Subrecipient, Developer or Contractor shall further ensure that new job opportunities for training and employment arising in connection with housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- (at or below 80% of HUD Area Median Income) and very low-income persons (at or below 50% of HUD Area Median Income) residing within the Nassau County Consortium. Where feasible, priority in hiring for new jobs should be given to low- and very low-income persons *within the service area of the project or the neighborhood in which the project is located*, and to low- and very low-income participants in other HUD programs.

Providing Economic Opportunities through Contracting with Section 3 Certified Businesses: When feasible, contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction projects should first be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing within the Nassau County Consortium and to low- and very low-income participants in other HUD programs. A Section 3 business concern must be approved first through application to OCD.

2. Section 3 Threshold: The work to be performed under this Agreement is assisted under a program providing direct Federal financial assistance from HUD and, as such is subject to the requirements of Section 3 requires that to the greatest extent

feasible opportunities for training and employment shall be given to low and very low income residents of the area of the Section 3 covered project. Section 3 applies to:

- Projects for which HUD's share of the project costs exceeds \$200,000; and
- Contracts and subcontracts awarded on projects for which HUD's share or project costs exceeds \$200,000 and the contract or subcontract exceeds \$100,000.
- Recipients whose projects do not fall under Section 3 are nonetheless encouraged to comply with the Section 3 preference requirements and must complete HUD Form 60002.

3. Subrecipient, Developer or Contractor Responsibilities Pursuant to Section

3. Each Subrecipient, Developer or Contractor that receives financial assistance subject to Section 3 compliance (and their contractors or subcontractors) are required to comply with the requirements of Section 3 for new employment, training, or contracting opportunities that are created during the expenditure of covered funding. This responsibility includes:

- Implementing procedures to notify Section 3 residents and business concerns about training and employment opportunities generated by Section 3 covered assistance;
- Implementing procedures to notify Section 3 business concerns about the availability of contracting opportunities generated by Section 3 covered assistance;
- Notifying contractors on Section 3 covered projects of their responsibilities prior to their completion of work;
- Incorporating the Section 3 Clause into all covered solicitations and contracts [see 24 CFR Part 135.38];
- Facilitating the training and employment of Section 3 residents and the awarding of contracts to Section 3 business concerns;
- Assisting and actively cooperating with the OCD in obtaining the compliance of contractors and subcontractors;
- Refraining from entering into contracts with contractors who are in violation of the Section 3 regulations;
- Documenting actions taken to comply with Section 3; and
- Submitting Section 3 Annual Summary Reports (form HUD-60002) in accordance with 24 CFR Part 135.90.

4. Preferences for Section 3 Business Concerns. Section 3 also requires that contracts for work in connection with a covered project be awarded to business concerns which are located in the area of the Section 3 covered project or owned in substantial part

by persons residing in the area. In housing and community development programs, where feasible, priority consideration should be given, to:

- Section 3 business concerns that provide economic opportunities for Section 3 residents in the service area or neighborhood in which the Section 3 covered project is located; and
- Applicants selected to carry out Youthbuild programs (category 2 businesses); and
- Other Section 3 business concerns.

5. Section 3 Clause Inclusion in Contracts as required by 24 CFR part 135.38. All Section 3 covered contracts shall include the following clause in full (referred to as the Section 3 clause which is below in italics):

- G. The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. §1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.*
- H. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.*
- I. The contractor agrees to send to each labor organization or workers' representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applications for training and employment position can see the notice. The notice shall describe the Section 3 preference, shall set forth the minimum number of jobs and the job titles subject to hire, the availability of apprenticeship and training positions, the qualifications for each and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.*
- J. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the*

*subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.*

- K. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.*
- L. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.*

6. Compliance. Compliance with the provisions of Section 3, and all applicable rules and orders issued thereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the County as Grantee, the Subrecipient or Contractor and any of the Subrecipient or Contractor's subcontractors.

Failure to fulfill these requirements shall subject the Grantee, the Subrecipient, Developer or Contractor and any of the Subrecipient, Developer or Contractor's subcontractors, their successors and assigns, and subject to those sanctions specified by the Agreement through which Federal assistance is provided, and to such sanctions as are specified in 24 CFR Part 135. The Subrecipient, Developer or Contractor certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

7. Reporting. Within 30 days of the commencement date of this Agreement, the Subrecipient, Developer or Contractor shall provide the County with a report setting forth the steps taken to identify and solicit applications from those low and very low income persons for training and employment and within 30 days of the commencement of work pursuant to this Agreement, the Subrecipient, Developer or Contractor shall provide to the County a list of those low and very low income persons individuals who have been offered training or employment positions, and shall identify those who have accepted such positions.

The Subrecipient, Developer or Contractor must complete HUD Form 60002: Section 3 Summary Report and submit it to OCD at the end of each program year for consolidation and inclusion in the Consolidated Annual Performance Report ("CAPER").

**IV. RELOCATION, REAL PROPERTY ACQUISITION and ONE-FOR-ONE HOUSING REPLACEMENT**

A. In the event that a Subrecipient, Developer or Contractor has a property acquisition project for either residential or commercial property and the property has a tenant or owner who may be displaced or relocated either permanently or temporarily, OCD staff and/ or HUD Community Planning & Development Relocation staff should be immediately notified so that an assessment can be made as to whether the Uniform Relocation Act is triggered. In the event that the URA is triggered, OCD will assist the Subrecipient or Contractor in establishing a project specific relocation plan to satisfy the requirements of the URA.

B. The Subrecipient, Developer or Contractor shall comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended ("URA") and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies.

More information is available at:

<http://www.hud.gov/offices/cpd/library/relocation/index.cfm>

C. The Subrecipient, Developer or Contractor shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b) (2) who are displaced as a direct result of acquisition, rehabilitation, demolition or conversion of a CDBG-assisted project. The Subrecipient, Developer or Contractor shall also comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

D. Congress has statutorily prohibited the use of federal funds for eminent domain purposes starting in Federal Fiscal Year 2006 with limited exceptions such as public purpose. This Congressional prohibition is detailed in Federal Notice:

**FR-5077-N-01: Vol. 71, No.136 - Monday, July 17, 2006 Statutory Prohibition on Use of HUD Fiscal Year (FY) 2006 Funds for Eminent Domain- Related Activities.** This Notice can be accessed at:

[http://www.hud.gov/offices/cpd/library/relocation/policyandguidance/fedreg\\_071706.pdf](http://www.hud.gov/offices/cpd/library/relocation/policyandguidance/fedreg_071706.pdf)

**V. PERSONNEL & PARTICIPANT CONDITIONS**

**A. Civil Rights**

1. **Compliance.** The US Department of Housing and Urban Development ("HUD") and Nassau County are committed to assuring that CDBG Subrecipients and Contractors take positive steps to ensure that all persons receive equal opportunity to

housing, employment, public facilities and services, contracting and business opportunities, and CDBG funds, benefits and services, and are protected from displacement. In addition to equal access, Subrecipient, Developer and Contractors must affirmatively further fair housing and also provide accessibility for persons with disabilities.

Subrecipient, Developers and Contractors are responsible for implementing their projects in compliance with all local, state and federal laws and regulations regarding civil rights, fair housing and equal opportunity. This grant agreement certifies that the Subrecipient, Developer or Contractor will actively enforce the provisions of such statutes and regulations and develop strategies for addressing the requirements. To ensure compliance, attention to the civil rights, fair housing and equal opportunity components of your CDBG projects must be all-inclusive, from the project design to the final progress report.

Subrecipients, Developers and Contractors must:

- demonstrate that they afford equal employment opportunities to all persons;
- take affirmative steps to ensure that minority groups are informed of grant opportunities;
- demonstrate that their program benefits are not awarded in ways that discriminate; and
- Take affirmative steps to promote fair and equal access to housing, regardless of the type of grant.

The Subrecipient, Developer or Contractor shall comply with: The New York State and Nassau County Civil Rights and Fair Housing Laws, Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended (the Federal Fair Housing Act), Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

As generally described by HUD:

Title VI of the Civil Rights Act of 1964

Title VI prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving federal financial assistance.

Fair Housing Act

Title VIII of the Civil Rights Act of 1968 as amended, prohibits discrimination in the sale, rental, and financing of dwellings, and in other housing-related transactions, based on race, color, national origin, religion, sex, familial status (including children under the age of 18 living with parents or legal custodians, pregnant women, and people securing custody of children under the age of 18), and handicap (disability).

Section 504 of the Rehabilitation Act of 1973

Section 504 prohibits discrimination based on disability in any program or activity receiving federal financial assistance.

Section 109 of Title I of the Housing and Community Development Act of 1974

Section 109 prohibits discrimination on the basis of race, color, national origin, sex or religion in programs and activities receiving financial assistance from HUD's Community Development and Block Grant Program.

Title II of the Americans with Disabilities Act of 1990

Title II prohibits discrimination based on disability in programs, services, and activities provided or made available by public entities. HUD enforces Title II when it relates to state and local public housing, housing assistance and housing referrals. This Act requires among other things that all bids and contracts must contain language that prohibits discrimination on the basis of disability by public entities in all services or programs.

Architectural Barriers Act of 1968

The Architectural Barriers Act requires that buildings and facilities designed, constructed, altered, or leased with certain federal funds after September 1969 must be accessible to and useable by handicapped persons.

Age Discrimination Act of 1975

The Age Discrimination Act prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance.

Title IX of the Education Amendments Act of 1972

Title IX prohibits discrimination on the basis of sex in education programs or activities that receive federal financial assistance.

Fair Housing-Related Presidential Executive Orders:

Executive Order 11063

Executive Order 11063 prohibits discrimination in the sale, leasing, rental, or other disposition of properties and facilities owned or operated by the federal government or provided with federal funds.

Executive Order 11246

Executive Order 11246, as amended, bars discrimination in federal employment because of race, color, religion, sex, or national origin.

Executive Order 12892

Executive Order 12892, as amended, requires federal agencies to affirmatively further fair housing in their programs and activities, and provides that the Secretary of HUD will be responsible for coordinating the effort. The Order also establishes the President's Fair Housing Council, which will be chaired by the Secretary of HUD.

Executive Order 12898

Executive Order 12898 requires that each federal agency conduct its program, policies, and activities that substantially affect human health or the environment in a manner that does not exclude persons based on race, color, or national origin.



Executive Order 13166

Executive Order 13166 eliminates, to the extent possible, limited English proficiency as a barrier to full and meaningful participation by beneficiaries in all federally-assisted and federally conducted programs and activities.

Executive Order 13217

Executive Order 13217 requires federal agencies to evaluate their policies and programs to determine if any can be revised or modified to improve the availability of community-based living arrangements for persons with disabilities.

2. Affirmatively Furthering Fair Housing.

a. The Subrecipient, Developer or Contractor shall comply with Section 104 (b) (2) of the Housing and Community Development Act of 1974, ("HCD") as amended (42 U.S.C. 5309). This governing statute for the CDBG program requires that each grantee certify to HUD's satisfaction that (1) the grant will be conducted and administered in conformity with the Fair Housing Act (42 U.S.C. 3601-20) and (2) the grantee will affirmatively further fair housing.

b. This requirement is codified for local jurisdictions, in the HUD Consolidated Plan requirements under 24 CFR § 91.225. Under the Consolidated Plan, HUD funded recipients are required to: (1) examine and attempt to alleviate housing discrimination within their jurisdiction; (2) promote fair housing choice for all persons; (3) provide opportunities for all persons to reside in any given housing development, regardless of race, color, religion, sex, disability, familial status, or national origin; (4) promote housing that is accessible to and usable by persons with disabilities; (5) and comply with the non-discrimination requirements of the Fair Housing Act.

c. The identification and subsequent reduction and/or elimination of impediments to fair housing involves affirmatively furthering fair housing as part of the acceptance of HUD program funds. Affirmatively furthering fair housing may be grouped into the following three categories:

- *Intent:* The obligation to avoid policies, customs, practices or processes whose intent or purpose is to impede, infringe, or deny the exercise of fair housing rights by persons protected under the Federal Fair Housing Act.
- *Effect:* The obligation to avoid policies, customs, practices or processes whose effect or impact is to impede, infringe, or deny the exercise of Fair Housing rights by persons protected under the Fair Housing Act.
- *Affirmative Duties:* The Act imposes a fiduciary responsibility upon public agencies to anticipate policies, practices, or processes that previously, currently or may potentially impede, infringe or deny the exercise of fair housing rights by persons protected under the Federal Fair Housing Act.

d. In order to affirmatively further fair housing in the sale or rental of property acquired or rehabilitated with HUD funds, the Subrecipient, Developer or Contractor must prepare and follow an Affirmative Fair Housing Marketing Plan ("AFHMP"). The Affirmative Fair Housing Marketing Plan must be consistent with OCD's Affirmative Fair Housing Marketing Guidelines and must be submitted to OCD in advance of the selection process for review and approval.

The AFHMP must include the following:

- The process of outreach advertising, and selection of applicants that will attract potential consumers or tenants of all minority and non-minority groups within the housing market, regardless of race, color, religion, sex, national origin, disability, or familial status. Special outreach should be conducted to groups least likely to apply. Examples of such action include:
  - Advertising the availability of housing to the population that is less likely to apply, both minority and non-minority groups, through various forms of media (i.e. radio stations, posters, newspapers) within the marketing area;
  - Use of the Equal Housing Opportunity Logo and the equal housing opportunity statement.
  - Educate persons within an organization about fair housing and their obligations to follow nondiscrimination laws; and
  - Conduct outreach to advocacy groups (i.e. disability rights groups) on the availability of housing.
- A selection process which is open, fair and equitable (i.e. a housing lottery).
- Any system of preference or priority with respect to the solicitation of applicants, selection, and qualification of Home Buyers, marketing of Homes or allocation and distribution of Grant funds must be fully set forth and justified in the Affirmative Marketing Plan, which will include an explanation of the need for and likely impact of such preference or priority on the disposition of the Homes in the Project within the context of the Grantee's affirmative marketing efforts and any applicable municipal community development plan. Any system of preference or priority must comply with federal, state and Nassau County fair housing laws and may not foster racial, religious, or other illegal form of discrimination.

3. Nondiscrimination. The Subrecipient, Developer or Contractor shall comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

4. Land Covenants. This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. The Subrecipient, Developer or Contractor shall cause or require recording of a covenant running with the land to be sold, leased, transferred, acquired, cleared or improved with assistance provided under this Agreement, along with the deed or lease for such transfer, prohibiting discrimination as herein inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, Developer or Contractor, in undertaking its obligation to carry out the program assisted hereunder, shall take such measures as are necessary to enforce such covenant and shall not itself so discriminate.

5. Section 504. The Subrecipient, Developer or Contractor shall comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and all Federal regulations promulgated thereunder to ensure compliance with the law, which prohibits discrimination against individuals with disabilities or handicaps in any Federally assisted program.

The Grantee shall provide the Subrecipient, Developer or Contractor with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan. The Subrecipient, Developer or Contractor agrees that it shall be committed to carrying out an Affirmative Action Program in accordance with the County's requirements in keeping with the principles provided in President's Executive Order 11246 of September 24, 1966. The County shall provide Affirmative Action guidelines to the Subrecipient, Developer or Contractor to assist in the formulation of such program. The Subrecipient, Developer or Contractor shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE).

a. General. The Subrecipient, Developer or Contractor shall use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement in development, design, and construction by performing work and providing goods and services in connection with this Project.

b. MBE/ WBE Thresholds. As used in this Agreement, the term "small business" shall mean a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and the term "minority and women's business enterprise" shall mean a business that is at least fifty-one (51) percent owned and controlled by minority group members or women. The Subrecipient, Developer or Contractor may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

c. Local Requirements. The Nassau County Legislature adopted Local Law No. 14-2002 (Set forth in this Exhibit under VI. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN) detailing the implementation of the local MBE / WBE program. For further information see:

<http://www.nassaucountyny.gov/agencies/MinorityAffairs/index.html#>

d. Contracting. Prior to the commencement of any project, the Subrecipient, Developer or Contractor shall provide the County with a MBE/ WBE utilization plan setting forth the steps that will be taken to identify and solicit bids as prime or subcontractors from Women and Minority Owned Businesses. The total dollar award of contracts includes the total contract price of all contracts awarded for the furnishing of labor, materials or services for inclusion in the project, exclusive of payments to government and financing costs. Specific products and services include, but are not limited to, architectural and engineering services, legal services, all construction trades, equipment and fixtures, finishes, and furnishings.

e. Goals. In order to achieve this objective, OCD has established the following business participation goals presented as a percentage of the total value of all contracts let in connection with this contract: *5% to minority business enterprises and 5% to women business enterprises.* These goals should be included in all bids and contracts.

f. Reporting. Within 30 days of the commencement of work pursuant to this Agreement, the Subrecipient, Developer or Contractor shall provide to the County a list of MBE / WBE firms selected as contractors or subcontractors. The Subrecipient, Developer or Contractor must complete HUD Form 2516 – Contract and Subcontract Activity report and submit it to OCD at the end of each program year for consolidation and inclusion in the Consolidated Annual Performance Report (“CAPER”).

### C. Mandatory Training

1. Prior to the commencement of any project, the Subrecipient or Contractor shall attend mandatory compliance training at the office of OOC. Failure to attend a training may result in a, temporarily withhold cash payments; disallow all or part of the cost of an activity or action; or wholly or partly suspend or termination of the award

## **Appendix EE**

### **Equal Employment Opportunities for Minorities and Women**

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor, Developer or Subrecipient shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor, Developer or Subrecipient shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor, Developer or Subrecipient will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor, Developer or Subrecipient shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor, Developer or Subrecipient's obligations herein.

(c) The Contractor, Developer or Subrecipient shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor, Developer or Subrecipient shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor, Developer or Subrecipient shall, in its advertisements and solicitations for Subcontractor, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractor must be equal opportunity employers.

(f) Contractor, Developer or Subrecipients must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractor, Developer or Subrecipients for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractor under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor or Subrecipient to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor, Developer or Subrecipient to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor or Subrecipient to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor, Developer or Subrecipient must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor, Developer or Subrecipient must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor, Developer or Subrecipient's Subcontracts and Contractor, Developer or Subrecipient's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor, Developer or Subrecipient shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor, Developer or Subrecipient shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor or Subrecipient has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any

sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The Contractor, Developer or Subrecipient shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractor, Developer or Subrecipients or Subcontractor in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor, Developer or Subrecipient shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, Developer or Subrecipient, listing the procedures it has undertaken to procure Subcontractor in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor, Developer or Subrecipient" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a Contractor or Subrecipient, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor, Developer or Subrecipient" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor, Developer or Subrecipient reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor, Developer or Subrecipient welcomed bids and quotes from M/WBE Subcontractor. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor, Developer or Subrecipient's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractor to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractor encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractor were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor or Subrecipient that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor or Subrecipient shall be included in the Best Effort Documentation



g. If an M/WBE is rejected based on cost, the County Contractor, Developer or Subrecipient must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractor or by the County Contractor, Developer or Subrecipient must also be included with the Best Effort Documentation

i. Contractor, Developer or Subrecipients may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor, Developer or Subrecipient.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime Contractor, Developer or Subrecipient providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime Contractor, Developer or Subrecipient that are necessary for the prime Contractor or Subrecipient to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a Contractor, Developer or Subrecipient who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a Contractor, Developer or Subrecipient, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring Contractor, Developer or Subrecipients to retain or submit documentation of best efforts to utilize certified subcontractor and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.



Resolution – Amending Resolution No. 36-2019 Re: Various offices, position & occupations in the Town Government of the Town of Hempstead

Item # 47

Case # 7

CASE NO. 30174

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. 67-2019, 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 October 2, 2019 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. 67-2019, 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 # 48  
Case # 30174

**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 2<sup>nd</sup> day of October, 2019, 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:

LAKEVIEW  
Section 202-22

HEMPSTEAD GARDENS DRIVE (TH 400/19)  
East Side - NO PARKING 8 AM TO 6 PM  
EXCEPT SUNDAYS AND HOLIDAYS - starting  
at a point 30 feet north of the north  
curbline of Grant Avenue north for a  
distance of 160 feet.

OCEANSIDE  
Section 202-13

HARVEY AVENUE (TH 408/19) East Side -  
NO PARKING 10 AM TO 2 PM EXCEPT  
SATURDAYS, SUNDAYS AND HOLIDAYS - from  
the south curbline of Bedell Street  
south for a distance of 188 feet.

ROYAL AVENUE (TH 401/19) West Side -  
NO PARKING 7 AM TO 12 NOON EXCEPT  
SATURDAYS, SUNDAYS AND HOLIDAYS - from  
the south curbline of River Street  
south for a distance of 45 feet.

YORKTOWN STREET (TH 408/19) West Side  
- NO PARKING 10 AM TO 2 PM EXCEPT  
SATURDAYS, SUNDAYS AND HOLIDAYS - from  
the south curbline of Bedell Street  
south for a distance of 178 feet.

(NR) ROCKVILLE  
CENTRE  
Section 202-34

WATERVIEW DRIVE (TH 389/19) East Side  
- TWO HOUR PARKING 8 AM TO 6 PM EXCEPT  
SUNDAYS - starting at a point 208 feet  
north of the north curbline of  
Lakeview Avenue north for a distance  
of 70 feet.

WANTAGH  
Section 202-10

LOCUST AVENUE (TH 406/19) South Side -  
ONE HOUR PARKING 8 AM TO 4 PM EXCEPT  
SATURDAYS, SUNDAYS AND HOLIDAYS -  
starting at a point 143 feet west of  
the west curbline of Oakland Avenue  
west for a distance of 68 feet.

WANTAGH AVENUE (TH 383/19) West Side -  
TWO HOUR PARKING - starting at a point  
50 feet south of the south curbline of  
Brook Tree Lane south for a distance  
of 330 feet.

WANTAGH AVENUE (TH 383/19) West Side -  
TWO HOUR PARKING - starting at a point  
459 feet south of the south curbline  
of Brook Tree Lane south for a  
distance of 216 feet.

WOODMERE  
Section 202-17

WOODMERE BOULEVARD (TH 399/19) West  
Side - TWO HOUR PARKING 9 AM TO 5 PM  
EXCEPT SATURDAYS, SUNDAYS AND HOLIDAYS  
- starting at a point 60 feet north of  
the north curbline of Woodmere Place  
north to a point 30 feet south of the  
south curbline of West Broadway.

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

LAKEVIEW  
Section 202-22

HEMPSTEAD GARDENS DRIVE (TH 252/69)  
East Side - NO PARKING 8 AM TO 6 PM  
EXCEPT SUNDAYS AND HOLIDAYS - starting  
from the north curbline of Grand  
Avenue north to the south curbline of  
Wadleigh Avenue. (Adopted 6/14/69)

HEMPSTEAD GARDENS DRIVE (TH 252/69)  
East Side - NO PARKING 8 AM TO 6 PM  
EXCEPT SUNDAYS AND HOLIDAYS - starting  
at the north curbline of Wadleigh  
Avenue north for a distance of  
145 feet. (Adopted 6/24/69)

SOUTH HEMPSTEAD  
Section 202-25

LONG BEACH ROAD (TH 361/01) East Side  
- 15 MINUTE PARKING BETWEEN SIGNS -  
starting at a point 108 feet north of  
the north curbline of Christie Street  
north for a distance of 50 feet.  
(Adopted 9/24/02)

WANTAGH  
Section 202-10

WANTAGH AVENUE (TH 319/95) West Side -  
TWO HOUR PARKING - starting at a point  
50 feet south of the south curbline of  
Brook Tree Lane south for a distance  
of 610 feet. (Adopted 1/9/96)

WOODMERE  
Section 202-17

WOODMERE BOULEVARD (TH 194/88) West  
Side - TWO HOUR PARKING 9 AM TO 5 PM  
EXCEPT SATURDAYS AND SUNDAYS -  
starting at a point 40 feet north of  
the north curbline of Woodmere Place  
north to a point 30 feet south of the  
south curbline of West Broadway.  
(Adopted 9/20/88)

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

Dated: September 24, 2019  
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 forty four of two thousand nineteen is hereby amended by including therein "REGULATIONS AND RESTRICTIONS" to limit parking at the following locations:

LAKEVIEW  
Section 202-22

HEMPSTEAD GARDENS DRIVE (TH 400/19) East Side – NO PARKING 8 AM TO 6 PM EXCEPT SUNDAYS AND HOLIDAYS – starting at a point 30 feet north of the north curblineline of Grant Avenue north for a distance of 160 feet.

OCEANSIDE  
Section 202-13

HARVEY AVENUE (TH 408/19) East Side – NO PARKING 10 AM TO 2 PM EXCEPT SATURDAYS, SUNDAYS AND HOLIDAYS – from the south curblineline of Bedell Street south for a distance of 188 feet.

ROYAL AVENUE (TH 401/19) West Side – NO PARKING 7 AM TO 12 NOON EXCEPT SATURDAYS, SUNDAYS AND HOLIDAYS – from the south curblineline of River Street south for a distance of 45 feet.

YORKTOWN STREET (TH 408/19) West Side – NO PARKING 10 AM TO 2 PM EXCEPT SATURDAYS, SUNDAYS AND HOLIDAYS – from the south curblineline of Bedell Street south for a distance of 178 feet.

(NR) ROCKVILLE CENTRE  
Section 202-34

WATERVIEW DRIVE (TH 389/19) East Side – TWO HOUR PARKING 8 AM TO 6 PM EXCEPT SUNDAYS – starting at a point 208 feet north of the north curblineline of Lakeview Avenue north for a distance of 70 feet.

WANTAGH  
Section 202-10

LOCUST AVENUE (TH 406/19) South Side – ONE HOUR PARKING 8 AM TO 4 PM EXCEPT SATURDAYS, SUNDAYS AND HOLIDAYS – starting at a point 143 feet west of the west curblineline of Oakland Avenue west for a distance of 68 feet.

WANTAGH AVENUE (TH 383/19) West Side – TWO HOUR PARKING – starting at a point 50 feet south of the south curblineline of Brook Tree Lane south for a distance of 330 feet.

WANTAGH AVENUE (TH 383/19) West Side – TWO HOUR PARKING – starting at a point 459 feet south of the south curblineline of Brook Tree Lane south for a distance of 216 feet.

WOODMERE  
Section 202-17

WOODMERE BOULEVARD (TH 399/19) West Side – TWO HOUR PARKING 9 AM TO 5 PM EXCEPT SATURDAYS, SUNDAYS AND HOLIDAYS – starting at a point 60 feet north of the north curblineline of Woodmere Place north to a point 30 feet south of the south curblineline of West Broadway.

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 forty four of two thousand nineteen is hereby amended by repealing therein "REGULATIONS AND RESTRICTIONS" to limit parking at the following locations:



LAKEVIEW  
Section 202-22

HEMPSTEAD GARDENS DRIVE (TH 252/69) East Side –  
NO PARKING 8 AM TO 6 PM EXCEPT SUNDAYS AND  
HOLIDAYS – starting from the north curblineline of Grant  
Avenue north to the south curblineline of Wadleigh Avenue.  
(Adopted 6/24/69)

HEMPSTEAD GARDENS DRIVE (TH 252/69) East Side –  
NO PARKING 8 AM TO 6 PM EXCEPT SUNDAYS AND  
HOLIDAYS – starting at the north curblineline of Wadleigh  
Avenue north for a distance of 145 feet. (Adopted 6/24/69)

SOUTH HEMPSTEAD  
Section 202-25

LONG BEACH ROAD (TH 361/01) East Side –  
15 MINUTE PARKING BETWEEN SIGNS – starting at a  
point 108 feet north of the north curblineline of Christie Street  
north for a distance of 50 feet. (Adopted 9/24/02)

WANTAGH  
Section 202-10

WANTAGH AVENUE (TH 319/95) West Side – TWO  
HOUR PARKING – starting at a point 50 feet south of the  
south curblineline of Brook Tree Lane south for a distance of  
610 feet. (Adopted 1/9/96)

WOODMERE  
Section 202-17

WOODMERE BOULEVARD (TH 194/88) West Side –  
TWO HOUR PARKING 9 AM TO 5 PM EXCEPT  
SATURDAYS AND SUNDAYS – starting at a point 40 feet  
north of the north curblineline of Woodmere Place north to a  
point 30 feet south of the south curblineline of West Broadway.  
(Adopted 9/20/88)

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

CASE NO. 30175

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. 68-2019, 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 October 2, 2019, 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. 68-2019, Print No. 1, to amend Section 202-1 of the Code of the Town of Hempstead to include and repeal "PARKING OR STANDING PROHIBITIONS" at various locations; and, BE IT FURTHER

RESOLVED, that the Town Clerk shall give notice of such hearing by the publication thereof in a newspaper of general circulation in the Town of Hempstead and by the posting of such notice on the Bulletin Board maintained for such purpose in the Town Hall not less than three nor more than thirty days prior to the date of such hearing.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 49  
Case # 30175

**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 2<sup>nd</sup> day of October, 2019, 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:

**LAKEVIEW**

HEMPSTEAD GARDENS DRIVE (TH 400/19)  
East Side - NO STOPPING HERE TO CORNER  
- starting at the north curblin of  
Grant Avenue north for a distance of  
30 feet.

HEMPSTEAD GARDENS DRIVE (TH 400/19)  
East Side - NO STOPPING HERE TO CORNER  
- starting at the south curblin of  
Wadleigh Avenue south for a distance of  
30 feet.

HEMPSTEAD GARDENS DRIVE (TH 400/19)  
East Side - NO STOPPING HERE TO CORNER  
- starting at the north curblin of  
Wadleigh Avenue north for a distance of  
25 feet.

HEMPSTEAD GARDENS DRIVE (TH 400/19)  
East Side - NO STOPPING HERE TO CORNER  
- starting at the south curblin of  
Lincoln Avenue south for a distance of  
60 feet.

HEMPSTEAD GARDENS DRIVE (TH 400/19)  
East Side - NO STOPPING HERE TO CORNER  
- starting at the north curblin of  
Lincoln Avenue north for a distance of  
35 feet.

**ROOSEVELT**

LAKWOOD AVENUE (TH 422/19) North Side  
- NO STOPPING HERE TO CORNER - starting  
at the west curblin of Horace Avenue  
west for a distance of 25 feet.

LAKWOOD AVENUE (TH 422/19) South Side  
- NO STOPPING HERE TO CORNER - starting  
at the west curblin of Horace Avenue  
west for a distance of 25 feet.

LAKWOOD AVENUE (TH 422/19) North Side  
- NO STOPPING HERE TO CORNER - starting  
at the east curblineline of Horace Avenue  
east for a distance of 30 feet.

LAKWOOD AVENUE (TH 422/19) South Side  
- NO STOPPING HERE TO CORNER - starting  
at the east curblineline of Horace Avenue  
east for a distance of 30 feet.

WANTAGH

WANTAGH AVENUE (TH 383/19) West Side -  
NO STOPPING ANYITME - starting at a  
point 380 feet south of the south  
curblineline of Brook Tree Lane south for a  
distance of 79 feet.

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

WANTAGH

LOCUST AVENUE (TH 561/07) South Side -  
NO PARKING ANYTIME - starting at a  
point 381 feet east of the east  
curblineline of Seaford Avenue east for a  
distance of 67 feet. (Adopted 3/4/08)

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

Dated: September 24, 2019  
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 forty five of two thousand nineteen is hereby amended by including therein "PARKING OR STANDING PROHIBITIONS" at the following locations:

LAKEVIEW

HEMPSTEAD GARDENS DRIVE (TH 400/19) East Side – NO STOPPING HERE TO CORNER – starting at the north curbline of Grant Avenue north for a distance of 30 feet.

HEMPSTEAD GARDENS DRIVE (TH 400/19) East Side – NO STOPPING HERE TO CORNER – starting at the south curbline of Wadleigh Avenue south for a distance of 30 feet.

HEMPSTEAD GARDENS DRIVE (TH 400/19) East Side – NO STOPPING HERE TO CORNER – starting at the north curbline of Wadleigh Avenue north for a distance of 25 feet.

HEMPSTEAD GARDENS DRIVE (TH 400/19) East Side – NO STOPPING HERE TO CORNER – starting at the south curbline of Lincoln Avenue south for a distance of 60 feet.

HEMPSTEAD GARDENS DRIVE (TH 400/19) East Side – NO STOPPING HERE TO CORNER – starting at the north curbline of Lincoln Avenue north for a distance of 35 feet.

ROOSEVELT

LAKEWOOD AVENUE (TH 422/19) North Side – NO STOPPING HERE TO CORNER – starting at the west curbline of Horace Avenue west for a distance of 25 feet.

LAKEWOOD AVENUE (TH 422/19) South Side – NO STOPPING HERE TO CORNER – starting at the west curbline of Horace Avenue west for a distance of 25 feet.

LAKEWOOD AVENUE (TH 422/19) North Side – NO STOPPING HERE TO CORNER – starting at the east curbline of Horace Avenue east for a distance of 30 feet.

LAKEWOOD AVENUE (TH 422/19) South Side – NO STOPPING HERE TO CORNER – starting at the east curbline of Horace Avenue east for a distance of 30 feet.

WANTAGH

WANTAGH AVENUE (TH 383/19) West Side – NO STOPPING ANYITME – starting at a point 380 feet south of the south curbline of Brook Tree Lane south for a distance of 79 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 forty five of two thousand nineteen is hereby amended by repealing therein "PARKING OR STANDING PROHIBITIONS" at the following locations:

WANTAGH

LOCUST AVENUE (TH 561/07) South Side – NO PARKING ANYTIME – starting at a point 381 feet east of the east curbline of Seaford Avenue east for a distance of 67 feet. (Adopted 3/4/08)

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

CASE NO. 30176

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. 69-2019, 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 October 2, 2019, 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. 69-2019, Print No. 1, to amend Section 197-5 of the Code of the Town of Hempstead to include "ARTERIAL STOPS" at various locations; and, BE IT FURTHER

RESOLVED, that the Town Clerk shall give notice of such hearing by the publication thereof in a newspaper of general circulation in the Town of Hempstead and by the posting of such notice on the Bulletin Board maintained for such purpose in the Town Hall not less than three nor more than thirty days prior to the date of such hearing.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

Item # 50

Case # 30176

**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 2<sup>nd</sup> day of October, 2019, at 10:30 o'clock in the forenoon of that day to consider the enactment of a local law to amend Section 197-5 of the code of the Town of Hempstead to INCLUDE "ARTERIAL STOPS" at the following locations:

ELMONT

OPAL STREET (TH 424/19) STOP - all traffic traveling eastbound on Roy Street shall come to a full stop.

OPAL STREET (TH 424/19) STOP - all traffic traveling northbound following the curvature eastbound on Nassau Street shall come to a full stop.

WEST HEMPSTEAD

MORTON AVENUE (TH 410/19) STOP - all traffic traveling eastbound on Oak Street shall come to a full stop.

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

Dated: September 24, 2019  
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 forty six of two thousand nineteen is hereby amended by including therein "ARTERIAL STOPS" at the following locations:

ELMONT

OPAL STREET (TH 424/19) STOP – all traffic traveling eastbound on Roy Street shall come to a full stop.

OPAL STREET (TH 424/19) STOP – all traffic traveling northbound following the curvature eastbound on Nassau Street shall come to a full stop.

WEST HEMPSTEAD

MORTON AVENUE (TH 410/19) STOP – all traffic traveling eastbound on Oak Street shall come to a full stop.

Section 2. This local law shall take effect immediately upon filing with the secretary of state.



CASE NO. 30177

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. 70-2019, Print No. 1 to amend the said Section 197-13 of the Code of the Town of Hempstead to 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 October 2, 2019 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. 70-2019, 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# 51  
Case # 30177

**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 2<sup>nd</sup> day of October, 2019, 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:

SEAFORD                      MORTON LANE (TH 151/99) North Side - NO  
PARKING 8 AM TO 2 PM SCHOOL DAYS -  
starting at a point 284 feet east of the  
east curblineline of Anita Lane east for a  
distance of 56 feet. (Adopted 8/24/99)

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

Dated: September 24, 2019  
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 forty eight of two thousand nineteen is hereby amended by repealing therein "TRAFFIC REGULATIONS IN THE VICINITY OF SCHOOLS" at the following locations:

SEAFORD

MORTON LANE (TH 151/99) North Side – NO PARKING  
8 AM TO 2 PM SCHOOL DAYS – starting at a point  
284 feet east of the east curblineline of Anita Lane east for a  
distance of 56 feet. (Adopted 8/24/99)

Section 2. This local law shall take effect immediately upon filing with the secretary of state.

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

**RESOLUTION CALLING A PUBLIC HEARING ON A LOCAL LAW TO AMEND CHAPTER 38 OF THE CODE OF THE TOWN OF HEMPSTEAD ENTITLED "CODE OF ETHICS" IN ORDER TO REQUIRE THE DISCLOSURE BY ELECTED OFFICIALS, OFFICERS AND EMPLOYEES OF RELATIVES CURRENTLY EMPLOYED WITH THE TOWN.**

**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 38 of the Code of the Town of Hempstead entitled "Code of Ethics" in order to require the disclosure by elected officials, officers and employees of relatives currently employed with the Town; and

**WHEREAS**, \_\_\_\_\_ has introduced the proposed local law known as Intro. No. -2019 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 2nd day of October, 2019 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. -2019, Print No. 1, to amend Chapter 38 of the Code of the Town of Hempstead entitled "Code of Ethics" in order to require the disclosure by elected officials, officers and employees of relatives currently employed with the Town; 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 #

52

Case #

29745

**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 Wednesday, the 2<sup>nd</sup> day of October, 2019, at 10:30 o'clock in the forenoon of that day, to consider the enactment of a local law to amend Chapter 38 of the Code of the Town of Hempstead entitled "Code of Ethics" in order to require the disclosure by elected officials, officers and employees of relatives currently employed with the Town.

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  
September 24, 2019

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

SYLVIA A. CABANA  
Town Clerk

LAURA A. GILLEN  
Supervisor

Town of Hempstead

**A LOCAL LAW AMENDING CHAPTER 38 OF THE  
CODE OF THE TOWN OF HEMPSTEAD ENTITLED  
"CODE OF ETHICS" IN ORDER TO REQUIRE THE  
DISCLOSURE BY ELECTED OFFICIALS, OFFICERS  
AND EMPLOYEES OF RELATIVES CURRENTLY  
EMPLOYED WITH THE TOWN.**

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 38 of the Code of the Town of Hempstead entitled "Code of Ethics" in order to require the disclosure by elected officials, officers and employees of relatives currently employed with the Town.

**Section 2.**

Chapter 38 of the Town Code entitled "Code of Ethics" is hereby amended to read as follows:

**§ 38-14.1 Disclosure of relationships.**

- A. Within 30 days of the adoption of this section, every elected official, officer and employee of the Town shall disclose, in writing, to the Town Clerk's office any relative currently employed within any Town office, department, board, commission, committee or agency.**
- B. Every elected official, officer or employee shall disclose to the Town Clerk's office that another officer or employee has become a relative of such elected official, officer or employee (i.e. through marriage, adoption) within 30 days of the officer or employee becoming a relative.**
- C. Any person seeking employment with the Town shall sign a statement, in a form approved by the Town Attorney, upon application for employment with the Town stating whether or not such person is a relative of any Town elected official, officer or employee, and stating the name(s) of such officer(s) or employee(s), the relationship and the department where the person is seeking a job, as well as the department for which the relative is currently working. Such statement shall be filed with the Town Clerk and the Department of Human Resources prior to the Town Board considering such person for employment.**
- D. Within 60 days of the adoption of this section, the Town Clerk shall provide to the Department of Human Resources a listing of the identities of all relatives employed by the Town based on the names of the relatives disclosed pursuant to this section.**

**Section 3.**

This section shall take effect immediately upon filing with the Secretary of State.

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

**RESOLUTION CALLING A PUBLIC HEARING ON A LOCAL LAW TO ESTABLISH CHAPTER 172 OF THE CODE OF THE TOWN OF HEMPSTEAD TO BE ENTITLED "INTENTIONAL RELEASE OF BALLOONS PROHIBITED".**

**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 establish Chapter 172 of the Code of the Town of Hempstead to be entitled "Intentional Release of Balloons Prohibited" in order to reduce the negative impact that balloons have on the environment by discouraging the intentional release of balloons; and

**WHEREAS**, \_\_\_\_\_ has introduced the proposed local law known as Intro. No. -2019 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 2nd day of October, 2019 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. -2019, Print No. 1, to establish Chapter 172 of the Code of the Town of Hempstead to be entitled "Intentional Release of Balloons Prohibited" in order to reduce the negative impact that balloons have on the environment by discouraging the intentional release of balloons; 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 #

53

Case #

30180

**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 Wednesday, the 2<sup>nd</sup> day of October, 2019, at 10:30 o'clock in the forenoon of that day, to consider the enactment of a local law to establish Chapter 172 of the Code of the Town of Hempstead to be entitled "Intentional Release of Balloons Prohibited" in order to reduce the negative impact that balloons have on the environment by discouraging the intentional release of balloons.

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  
September 24, 2019

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

SYLVIA A. CABANA  
Town Clerk

LAURA A. GILLEN  
Supervisor



Town of Hempstead

**A LOCAL LAW ESTABLISHING CHAPTER 172 OF THE  
CODE OF THE TOWN OF HEMPSTEAD ENTITLED  
“INTENTIONAL RELEASE OF BALLOONS PROHIBITED”.**

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 establish Chapter 172 of the Code of the Town of Hempstead entitled “Intentional Release of Balloons Prohibited” in order to reduce the negative impact that balloons have on the environment by discouraging the intentional release of balloons.

**Section 2.**

Chapter 172 of the Town Code entitled “Intentional Release of Balloons Prohibited” is hereby established to read as follows:

Chapter 172

Intentional Release of Balloons Prohibited

§ 172-1 Legislative intent.

The Town Board of the Town of Hempstead finds that it is in the best interests of the Town of Hempstead to establish Chapter 172 of the Town Code entitled “Intentional Release of Balloons Prohibited”. It is the purpose of this local law to reduce the negative impact that balloons have on the environment by discouraging the intentional release of balloons. Balloons waste natural resources, including helium, which is a finite resource that is also needed for important medical uses. Balloons litter our communities, pollute our waterways and kill wildlife. Balloon ribbon is also hazardous as it can choke or entangle marine life, which can injure or kill wildlife. The Town of Hempstead believes all efforts need to be made to prevent further damage to the environment by requiring the proper disposal of balloons and prohibiting the intentional release of balloons.

§ 172-2 Legislative findings.

The Town Board of the Town of Hempstead finds and determines the following:

- A. Latex and Mylar balloons are a common form of floating garbage within 200 miles of American shorelines and constitute dangerous debris since they are frequently mistaken by sea life as food.
- B. Balloons are composed of materials that cannot be digested by marine life, causing animals to either choke on the balloon or creating an intestinal obstruction which will kill the animal.
- C. While latex balloons may breakdown over time into a sticky substance in salt water, Mylar or foil balloons never degrade.
- D. Balloon ribbon is also hazardous, as it can choke or entangle marine life in a manner that limits their mobility.
- E. Balloon releases are also a concern inland as they can travel to our lakes, ponds and streams, enter our waterways via storm drains, and entangle terrestrial wildlife.

- F. Balloons also present a strain on natural resources, especially helium. Helium is a finite resource which is currently depleted. Helium is needed in various scientific, technological and medical uses, including but not limited to MRI machines, cleaning rocket fuel tanks, and manufacturing computer chips.
- G. Balloon debris on Town of Hempstead and Nassau County beaches is prolific.
- H. The most effective way to reduce balloon debris in the Town of Hempstead and its waterways and protect the environment is to prohibit the intentional release of balloons entirely.

§ 172-3. Definitions.

When used in this Chapter the following word shall have the meaning indicated unless the context specifically indicates otherwise:

**BALLOON**

A flexible nonporous bag made from materials such as rubber, latex, Mylar, polychloroprene or nylon fabric that can be inflated or filled with a gas, such as helium, hydrogen, nitrous oxide, oxygen, air or water, and then sealed at the neck, usually as a toy or decoration.

§ 172-4. Restriction on Intentional Release of Balloons.

- A. No person, firm, corporation or other entity shall intentionally release, organize the release of, condone the release of, or intentionally cause to be released into the atmosphere, any balloon within the Town of Hempstead.
- B. No person, firm, corporation or other entity shall dispose of any balloon, except in public receptacles or in authorized private receptacles.

§ 172-5. Exceptions.

The restrictions contained in § 172-4 shall not apply to:

- A. Balloons that are being used for the purpose of carrying scientific instrumentation during the performance of an experiment or testing procedure or by a person on behalf of a governmental agency or pursuant to a governmental contract for scientific or meteorological purposes;
- B. Hot air balloons that are recovered after launching; and
- C. Balloons released indoors, except that such balloons must be disposed of in accordance with § 172-4(B).

§ 172-6. Marine Debris Prevention Task Force

- A. There is hereby established a Marine Debris Prevention Task Force to assist the Town Board in developing best management protocols to prevent litter, balloons and other types of marine debris from entering our waterways and to educate the public about marine debris prevention.
- B. The Task Force shall be comprised of representatives from the Supervisor's Office, the Town Board, the Department of Conservation and Waterways, the Department of Parks and Recreation, the Department of Sanitation, and the Department of General Services.

§172-7. Penalties for offenses.

Any person, firm, corporation or other entity committing an offense against any provision of this chapter shall, upon conviction thereof, be guilty of a violation pursuant to the Penal Law of the State of New York, punishable by a fine not exceeding \$500 or by imprisonment for a term not

exceeding 15 days, or by both such fine and imprisonment. Each day's continued violation shall constitute a separate offense.

§ 172-8. Severability.

If any clause, sentence, paragraph, subdivision, section or part of this local law or the application thereof, to any person, individual, corporation, firm, partnership, entity or circumstance, shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional such order or judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part of this local law or in its application to the person, individual, corporation, firm, partnership, entity, or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.

**Section 3.**

This local law shall take effect immediately upon filing with the Secretary of State.

Adopted:

offered the following resolution  
and moved its adoption:

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

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

NOW, THEREFORE BE IT

RESOLVED, that a public hearing be held in the Town  
Meeting Pavilion, Hempstead Town Hall, 1 Washington Street,  
Hempstead, New York, on the 2<sup>nd</sup> day of October, 2019, at  
10:30 o'clock in the forenoon of that day, at which time  
all persons interested shall be heard on the establishment  
and setting aside of certain parking spaces for motor  
vehicles for the sole use of holders of special parking  
permits issued by the County of Nassau to physically  
handicapped persons at the following locations:

BELLMORE

BELLMORE AVENUE - west side, starting  
at a point 407 feet north of the north  
curbline of Merrick Road, north for  
distance of 20 feet.  
(TH-342/19)

CLEMONS STREET - east side, starting  
at a point 26 feet north of the north  
curbline of Martin Avenue, north for  
a distance of 20 feet.  
(TH-350/19)

ELMONT

LANGDON STREET - north side, starting  
at a point 64 feet east of the east  
curbline of Catherine Avenue, east  
for a distance of 20 feet.  
(TH-351/19)

BELMONT AVENUE - south side, starting  
at a point 60 feet east of the east

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*Case # 21527*

curbline of 2<sup>nd</sup> Street, east for a distance of 21 feet.  
(TH-355/19)

238<sup>th</sup> STREET - west side, starting at a point 107 feet north of the north curbline of 115<sup>th</sup> Terrace, north for a distance of 20 feet.  
(TH-356/19)

HILL AVENUE - east side, starting at a point 195 feet south of the south curbline of Kiefer Avenue, south for a distance of 19 feet.  
(TH-388/19)

#### GARDEN CITY SOUTH

EUSTON ROAD SOUTH - east side, starting at a point 111 feet south of the south curbline of Princeton Avenue, south for a distance of 41 feet.  
(TH-371/19)

#### LYNBROOK

SUNSET AVENUE - west side, starting at a point 205 feet north of the north curbline of Birch Street, north for a distance of 19 feet.  
(TH-320/19)

#### UNIONDALE

MARTIN DRIVE - north side, starting at a point 320 feet south of the south curbline of Jerusalem Avenue, south east for a distance of 20 feet.  
(TH-382/19)

#### VALLEY STREAM

SOBRO AVENUE - north side, starting at a point 48 feet west of the west curbline of DeWitt Street, west for a distance of 20 feet.  
(TH-363/19)

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

#### EAST ATLANTIC BEACH

BROOKLINE AVENUE - east side, starting at a point 160 feet south of the south curbline of Park

Street, south for a distance of 18 feet.  
(TH-369/19)

EAST MEADOW

JANET AVENUE - south side, starting at a point 122 feet west of the west curblineline of Harrison Street, west for a distance of 20 feet.  
(TH-093/14 - 5/20/14) (TH-367/19)

ELMONT

HERBERT AVENUE - west side, starting at a point 222 feet south of the south curblineline of Chelsea Street, south for a distance of 22 feet.  
(TH-201/19 - 7/02/19) (TH-201(B)/19)

CLARIDGE STREET - east side, starting at a point 400 feet north of the north curblineline of Murray Hill Street, north for a distance of 22 feet.  
(TH-319/97-01/06/98) (TH-377/19)

HEALY STREET - north side, starting at a point 114 feet west of the west curblineline of Meacham Avenue, west for a distance of 22 feet.  
(TH-068/13 - 7/09/13) (TH-391/19)

GARDEN CITY SOUTH

EUSTON ROAD SOUTH - east side, starting at a point 100 feet south of the south curblineline of Princeton Avenue, south for a distance of 30 feet.  
(TH-038/07 - 5/08/07) (TH-371/19)

UNIONDALE

GREENGROVE AVENUE - east side, starting at a point 173 feet north of the north curblineline of Hempstead Boulevard, north for a distance of 22 feet.  
(TH-361(B)/15 - 3/29/16) (TH-368/19)

; and, BE IT FURTHER

RESOLVED, that the Town Clerk shall give notice of such hearing by the publication thereof in a newspaper having a general circulation in the Town of Hempstead, once at least

ten days prior to the above-specified date of said hearing.

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

AYES:

NOES:

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that pursuant to Section 202-48 of the Code of the Town of Hempstead entitled, "Handicapped Parking on Public Streets," a public hearing will be held in the Town Meeting Pavilion. Hempstead Town Hall, 1 Washington Street, Hempstead, New York, on the 2<sup>nd</sup> day of October, 2019, 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:

BELLMORE

BELLMORE AVENUE - west side, starting at a point 407 feet north of the north curblineline of Merrick Road, north for distance of 20 feet.  
(TH-342/19)

CLEMONS STREET - east side, starting at a point 26 feet north of the north curblineline of Martin Avenue, north for a distance of 20 feet.  
(TH-350/19)

ELMONT

LANGDON STREET - north side, starting at a point 64 feet east of the east curblineline of Catherine Avenue, east for a distance of 20 feet.  
(TH-351/19)

BELMONT AVENUE - south side, starting at a point 60 feet east of the east curblineline of 2<sup>nd</sup> Street, east for a distance of 21 feet.  
(TH-355/19)

238<sup>th</sup> STREET - west side, starting at a point 107 feet north of the north curblineline of 115<sup>th</sup> Terrace, north for a distance of 20 feet.  
(TH-356/19)



HILL AVENUE - east side, starting at a point 195 feet south of the south curblineline of Kiefer Avenue, south for a distance of 19 feet.  
(TH-388/19)

GARDEN CITY SOUTH

EUSTON ROAD SOUTH - east side, starting at a point 111 feet south of the south curblineline of Princeton Avenue, south for a distance of 41 feet.  
(TH-371/19)

LYNBROOK

SUNSET AVENUE - west side, starting at a point 205 feet north of the north curblineline of Birch Street, north for a distance of 19 feet.  
(TH-320/19)

UNIONDALE

MARTIN DRIVE - north side, starting at a point 320 feet south of the south curblineline of Jerusalem Avenue, south east for a distance of 20 feet.  
(TH-382/19)

VALLEY STREAM

SOBRO AVENUE - north side, starting at a point 48 feet west of the west curblineline of DeWitt Street, west for a distance of 20 feet.  
(TH-363/19)

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

EAST ATLANTIC BEACH

BROOKLINE AVENUE - east side, starting at a point 160 feet south of the south curblineline of Park Street, south for a distance of 18 feet.  
(TH-369/19)

EAST MEADOW

JANET AVENUE - south side, starting at a point 122 feet west of the west curbline of Harrison Street, west for a distance of 20 feet.

(TH-093/14 - 5/20/14) (TH-367/19)

ELMONT

HERBERT AVENUE - west side, starting at a point 222 feet south of the south curbline of Chelsea Street, south for a distance of 22 feet.

(TH-201/19 - 7/02/19) (TH-201(B)/19)

CLARIDGE STREET - east side, starting at a point 400 feet north of the north curbline of Murray Hill Street, north for a distance of 22 feet.

(TH-319/97-01/06/98) (TH-377/19)

HEALY STREET - north side, starting at a point 114 feet west of the west curbline of Meacham Avenue, west for a distance of 22 feet.

(TH-068/13 - 7/09/13) (TH-391/19)

GARDEN CITY SOUTH

EUSTON ROAD SOUTH - east side, starting at a point 100 feet south of the south curbline of Princeton Avenue, south for a distance of 30 feet.

(TH-038/07 - 5/08/07) (TH-371/19)

UNIONDALE

GREENGROVE AVENUE - east side, starting at a point 173 feet north of the north curbline of Hempstead Boulevard, north for a distance of 22 feet.

(TH-361(B)/15 - 3/29/16) (TH-368/19)

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

Dated: September 24, 2019  
Hempstead, New York

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF HEMPSTEAD

LAURA A. GILLEN  
Supervisor

SYLVIA A. CABANA  
Town Clerk

CASE NO. 16214

RESOLUTION NO.

Adopted:

offered the following resolution and moved its adoption:

RESOLUTION CALLING A PUBLIC HEARING  
ON THE ADOPTION OF TOWN OF HEMPSTEAD  
PUBLIC PARKING FIELD MAP SHOWING  
PARKING REGULATIONS AT CERTAIN PARKING  
FIELDS.

WHEREAS, pursuant to Section 80-4 of the Code of the Town of Hempstead, public hearings are held on the adoption of public parking field map, indicating traffic and parking regulations thereon; and

WHEREAS, the Commissioner of General Services has submitted parking field map for certain locations showing revisions of maps heretofore adopted with respect to said regulations;

NOW, THEREFORE, BE IT

RESOLVED, that a public hearing will be held at the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York on the 2<sup>nd</sup> day of October, 2019, at 10:30 o'clock in the forenoon of that day, at which time all interested persons shall be heard on the adoption of the following public parking field map showing the adoption of two (2) "12 Hour Parking" signs in parking field O-12, Oceanside; all in accordance with Section 80-4 of the Code of the Town of Hempstead:

OCEANSIDE  
O-12

Montgomery Avenue & Lawson Boulevard  
Parking Field  
Town of Hempstead  
(TH-405/19)

and, BE IT FURTHER

RESOLVED, that the Town Clerk shall give notice of said hearing by the publication thereof once in a newspaper having a general circulation in the Town of Hempstead, pursuant to Section 4-1 of Chapter Four of the Code of the Town of Hempstead entitled, "Local Laws: Adoption" prior to the above specified date of said hearing.

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

AYES

NOES:

Item # 55

Case #16214

**NOTICE OF PUBLIC HEARING**

**PLEASE TAKE NOTICE** that the Commissioner of General Services of the Town of Hempstead has prepared revised parking field maps for the following locations, which revisions consist of the adoption of the following public parking field maps showing the adoption of two (2) "12 Hour Parking" signs" in parking field O-12, Oceanside; all in accordance with Section 80-4 of the Code of the Town of Hempstead:

**PLEASE TAKE FURTHER NOTICE** that a public hearing will be held at the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Village and Town of Hempstead, New York, on the 2<sup>nd</sup> day of October, 2019, at 10:30 o'clock in the forenoon of that day, to consider the adoption of the following revised public parking field maps:

OCEANSIDE  
0-12

Montgomery Avenue & Lawson Boulevard  
Parking Field  
Town of Hempstead  
(TH-405/19)

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

**ALL INTERESTED PERSONS** shall have an opportunity

to be heard on said proposal at the time and place  
aforesaid.

**Dated:** September 24, 2019  
Hempstead, New York

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF HEMPSTEAD

SYLVIA A. CABANA  
Town Clerk

LAURA A. GILLEN  
Supervisor

Case No.

Resolution No.

Adopted:

Councilman offered the following resolution and moved its adoption:

**RESOLUTION CALLING FOR A PUBLIC HEARING TO AUTHORIZE THE CONVEYANCE OF A VACANT COMMERCIAL PARCEL OF LAND LOCATED AT 19 & 23 DEBEVOISE AVENUE, ROOSEVELT, NY (SECTION: 55, BLOCK: 415, LOTS: 1 & 2) TO PARABIT REALTY, LLC FOR DEVELOPMENT AND CONSTRUCTION OF A COMMERCIAL STRUCTURE PURSUANT TO THE ROOSEVELT URBAN RENEWAL PLAN PHASE II**

**WHEREAS**, title to the subject parcels were acquired by the Town of Hempstead pursuant to the terms of the Roosevelt Urban Renewal Plan Phase II and is subject to the development controls set forth therein:

**WHEREAS**, the Roosevelt Urban Renewal Plan Phase II provides the following objectives:

- a. To eliminate substandard conditions within the Project Area;
- b. To provide decent, safe and sanitary housing;
- c. To create housing opportunities;
- d. To rehabilitate existing commercial properties in accordance with standards of applicable codes;
- e. To keep businesses in the community;
- f. To attract new businesses to the community;
- g. To eliminate traffic congestion and create additional parking within the Project Area;
- h. To provide adequate access and parking facilities to serve the commercial area;
- i. To enhance the aesthetics of the Project Area;
- j. to create jobs and strengthen the tax base; and

**WHEREAS**, it appears that conveyance of the subject parcel to Parabit Realty, LLC, will address such objectives; and

**WHEREAS**, Parabit Realty, LLC has executed the proposed Contract of Sale.

**NOW THEREFORE BE IT**

**RESOLVED**, that a public hearing on the disposition of the parcel known as 19 & 23 Debevoise Avenue, Roosevelt, NY (Section:55, Block: 415, Lots: 1 & 2) in accordance with the Roosevelt Urban Renewal Plan Phase II, be held in the Town Meeting Pavilion, Hempstead Town Hall, Town Hall Plaza, One Washington Street, Hempstead, New York, at 10:30 o'clock in the forenoon of the 2nd day of October, 2019, at which hearing the Town Board will afford a reasonable opportunity to all persons to make objections thereto and suggest alternatives therein.

The foregoing Resolution was duly adopted upon roll call as follows:

Ayes:

Nays:

Item # 56  
 30178 +  
 Case # 9 20404

## **NOTICE OF PUBLIC HEARING**

A public hearing has been scheduled by the Town of Hempstead Town Board to determine whether a Contract of Sale for a vacant commercial parcel land located in 19 & 23 Debevoise Avenue Roosevelt, New York, known as Section: 55, Block: 415, Lots: 1 & 2 should be conveyed to Parabit Realty, LLC, for One Hundred Thirty Thousand and 00/100 (\$130,000.00) Dollars for development and construction of a commercial structure to be used in conjunction with it's business located at 35 Debevoise Avenue, Roosevelt, NY in accordance with The Roosevelt Urban Renewal Plan Phase 2 and the Nassau Road Corridor Action Plan which is aimed at maintaining existing businesses, attracting new businesses and creating employment opportunities within the Roosevelt community

**Time of Hearing:** October 2, 2019, at 10:30 a.m.

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

**Public Purpose:** The adoption of a Contract of Sale to convey the above named vacant commercial parcel of land to Parabit Realty, LLC, to be redeveloped for commercial use pursuant to the terms of the Roosevelt Urban Renewal Plan Phase 2 and Nassau Road Corridor Action Plan.

**Location of Property:** 19 & 23 Debevoise Avenue (Section 55, Block: 415, Lots: 1 & 2) Roosevelt, New York.

**By Order of**

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

CASE NO.

RESOLUTION NO.

Adopted:

offered the following resolution  
and moved its adoption:

RESOLUTION CALLING A PUBLIC HEARING TO  
CONSIDER AUTHORIZING TOWN OF HEMPSTEAD  
SANITARY DISTRICT NO. 6 TO SELL AT AUCTION  
SURPLUS MACHINERY AND EQUIPMENT

WHEREAS, Town of Hempstead Sanitary District No. 6 is desirous of selling at auction certain surplus machinery and equipment, specifically a 2003 six cylinder diesel powered international sanitation truck with a Leach 20 cubic yard compactor body with 121,614 miles, a 2003 six cylinder diesel powered international sanitation truck with a Leach 20 cubic yard compactor body with 122,164 miles, a 2006 six cylinder diesel powered international sanitation truck with a Leach 20 cubic yard compactor body with 139,585 miles, a 2006 six cylinder diesel powered international sanitation truck with a Leach 20 cubic yard compactor body with 133,177 miles, a 2007 six cylinder diesel powered international sanitation truck with a Leach 20 cubic yard compactor body with 140,619 miles, a 2007 six cylinder diesel powered international sanitation truck with a Leach 20 cubic yard compactor body with 143,081 miles, a 2007 six cylinder diesel powered international sanitation truck with a Leach 20 cubic yard compactor body with 131,214 miles, a 2007 six cylinder diesel powered international sanitation truck with a Leach 20 cubic yard compactor body with 143,526 miles, a 2004 six cylinder diesel powered international recycling truck cab and chassis only with 110,255 miles, a 199 Chevy 3500 series van 8 cylinder gas powered vehicle, a 1990 utility/service truck Chevy 4 x 6 body 8 cylinder gas powered vehicle with 15,575 miles, a 2002 Chevy Blazer 4 x 4 6 cylinder gas powered vehicle with 120,864 miles, and a 2006 Jeep Liberty 4 x 4 6 cylinder gas powered vehicle; and

WHEREAS, permission for same is required from the Town Board of the Town of Hempstead, subject to a public hearing;

NOW, THEREFORE, BE IT

RESOLVED, that a public hearing be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, on the 2nd day of October, 2019, at 10:30 o'clock in the forenoon of that day at which time all interested persons shall be heard on the proposed sale by Town of Hempstead Sanitary District No. 6 at auction of certain surplus machinery and equipment, specifically a 2003 six cylinder diesel powered international sanitation truck with a Leach 20 cubic yard compactor body with 121,614 miles, a 2003 six cylinder diesel powered international sanitation truck with a Leach 20 cubic yard compactor body with 122,164 miles, a 2006 six cylinder diesel powered international sanitation truck with a Leach 20 cubic yard compactor body with 139,585 miles, a 2006 six cylinder diesel powered international sanitation truck with a Leach 20 cubic yard compactor body with 133,177 miles, a 2007 six cylinder diesel powered international sanitation truck with a Leach 20 cubic yard compactor body with 140,619 miles, a 2007 six cylinder diesel powered international sanitation truck with a Leach 20 cubic yard compactor body with 143,081 miles, a 2007 six cylinder diesel powered international sanitation truck with a Leach 20 cubic yard compactor body with 131,214 miles, a 2007 six cylinder diesel powered international sanitation truck with a Leach 20 cubic yard compactor body with 143,526 miles, a 2004 six cylinder diesel powered international recycling truck cab and chassis only with 110,255 miles, a 199 Chevy 3500 series van 8 cylinder gas powered vehicle, a 1990 utility/service truck Chevy 4 x 6 body 8 cylinder gas powered vehicle with 15,575 miles, a 2002 Chevy Blazer 4 x 4 6 cylinder gas powered vehicle with 120,864 miles, and a 2006 Jeep Liberty 4 x 4 6 cylinder gas powered vehicle; and, BE IT FURTHER

RESOLVED, that the Town Clerk shall give notice of such hearing by publication at least once in a newspaper of general circulation in the town not less than ten nor more than twenty days prior to the day specified for the hearing. The notice shall specify the time when

Item #

57

Case #

10279



and place where such hearing will be held, and shall describe the property proposed to be sold or leased and the proposed terms of the sale or lease; and, BE IT FURTHER

RESOLVED, that notice of this resolution be given by the Town Clerk to all persons or entities entitled to it by law.

The foregoing resolution was adopted upon roll call as follows:

AYES:

NOES:

NOTICE OF PUBLIC HEARING

NOTICE HEREBY IS GIVEN, that a public hearing will be held by the Town Board of the Town of Hempstead, in the Nathan L. H. Bennett Pavilion, Hempstead Town Hall, 1 Washington Street, Town of Hempstead, New York, on the 2nd day of October, 2019, at 10:30 o'clock in the forenoon of that day for the purpose of considering the petition of TOWN OF HEMPSTEAD SANITARY DISTRICT NO. 6, to sell at auction the following surplus machinery and equipment:

a 2003 six cylinder diesel powered international sanitation truck with a Leach 20 cubic yard compactor body with 121,614 miles, a 2003 six cylinder diesel powered international sanitation truck with a Leach 20 cubic yard compactor body with 122,164 miles, a 2006 six cylinder diesel powered international sanitation truck with a Leach 20 cubic yard compactor body with 139,585 miles, a 2006 six cylinder diesel powered international sanitation truck with a Leach 20 cubic yard compactor body with 133,177 miles, a 2007 six cylinder diesel powered international sanitation truck with a Leach 20 cubic yard compactor body with 140,619 miles, a 2007 six cylinder diesel powered international sanitation truck with a Leach 20 cubic yard compactor body with 143,081 miles, a 2007 six cylinder diesel powered international sanitation truck with a Leach 20 cubic yard compactor body with 131,214 miles, a 2007 six cylinder diesel powered international sanitation truck with a Leach 20 cubic yard compactor body with 143,526 miles, a 2004 six cylinder diesel powered international recycling truck cab and chassis only with 110,255 miles, a 199 Chevy 3500 series van 8 cylinder gas powered vehicle, a 1990 utility/service truck Chevy 4 x 6 body 8 cylinder gas powered vehicle with 15,575 miles, a 2002 Chevy Blazer 4 x 4 6 cylinder gas powered vehicle with 120,864 miles, and a 2006 Jeep Liberty 4 x 4 6 cylinder gas powered vehicle.

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

Dated: Hempstead, New York  
September 24, 2019

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

SYLVIA A. CABANA  
Town Clerk

LAURA A. GILLEN  
Supervisor

CASE NO.

RESOLUTION NO.

Adopted:

Council (wo)man \_\_\_\_\_ offered the following resolution and moved its adoption:

RESOLUTION CALLING A PUBLIC HEARING ON THE PROPOSED CONTRACT WITH THE INCORPORATED VILLAGE OF ISLAND PARK FOR FURNISHING FIRE PROTECTION SERVICES IN THE WRECK LEAD FIRE PROTECTION DISTRICT.

WHEREAS, the contract for furnishing fire protection within the Wreck Lead Fire Protection District expired on December 31, 2015 and the Incorporated Village of Island Park has offered to contract for a further three-year period commencing January 1, 2016 and ending December 31, 2020 for the annual sum of \$130,618.00 for the year 2016; of \$130,618.00 for the year 2017; of \$130,618.00 for the year 2018; of \$130,618.00 for the year 2019; and \$132,577.00 for the year 2020; and

WHEREAS, this Town Board deems it in the public interest to renew said contract for a further period of three years as aforesaid;

NOW, THEREFORE, BE IT

RESOLVED, that pursuant to the provisions of Section 184 of the Town Law of the State of New York, a public hearing will be held in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Village and Town of Hempstead, New York, on Tuesday, November 12, 2019, at 10:30 o'clock in the forenoon of that day, for the purpose of considering the proposal of the Wreck Lead Fire Protection District to contract for the further period commencing January 1, 2016 and ending December 31, 2020, for the annual sum of \$130,618.00 for the year 2016; of \$130,618.00 for the year 2017; of \$130,618.00 for the year 2018; of \$130,618.00 for the year 2019; and \$132,577.00 for the year 2020; and, BE IT FURTHER

RESOLVED, that the Town Clerk be and he hereby is authorized and directed to publish a notice of said public hearing, describing the proposed contract, in Newsday, a newspaper having a general circulation within the Town of Hempstead, at least once, not less than 10 days before the date of the public hearing.

The foregoing resolution was seconded by Council (wo)man \_\_\_\_\_ and adopted upon roll call as follows:

AYES:  
NOES:

Item #

58

Case #

153

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that pursuant to Section 184 of the Town Law of the State of New York, a public hearing will be held by the Town Board of the Town of Hempstead, on Tuesday, the 12th day of November 12 , 2019, at 10:30 o'clock in the forenoon of that day, in the Town Meeting Pavilion, Hempstead Town Hall, 1 Washington Street, Village and Town of Hempstead, New York, for the purpose of considering a proposed renewal contract for fire protection within the Wreck Lead Fire Protection District with the Incorporated Village of Island Park, for a three year period commencing on January 1, 2016 and ending on December 31, 2020, for the annual sums of \$130,618.00 for the year 2016; of \$130,618.00 for the year 2017; of \$130,618.00 for the year 2018; of \$130,618.00 for the year 2019; and \$132,577.00 for the year 2020.

SAID contract is on file in the Office of the Town Clerk, Hempstead Town Hall, 1 Washington Street, Hempstead, New York, where the same may be inspected during office hours, 9:00 a.m. to 4:45 pm.

ALL PERSONS interested in the subject matter will be given an opportunity to be heard in reference thereto at the time and place above specified.

Dated: Hempstead, New York  
September 24 , 2019

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF HEMPSTEAD

LAURA A. GILLEN  
Supervisor

SYLVIA A. CABANA  
Town Clerk

AGREEMENT, made this            day of            , 2019,  
between the TOWN OF HEMPSTEAD, a municipal corporation having  
its principal offices at Hempstead Town Hall, 1 Washington  
Street, Hempstead, Nassau County, New York, on behalf of the  
WRECK LEAD FIRE PROTECTION DISTRICT, hereinafter called the  
"Protection District," and the INCORPORATED VILLAGE OF ISLAND  
PARK, with its principal offices at 127 Long Beach Road,  
Island Park, New York 11558, hereinafter called the "Fire  
Department."

W I T N E S S E T H:

WHEREAS, pursuant to the provisions of the Town Law of  
the State of New York, there has been duly established in the  
Town of Hempstead (hereinafter sometimes referred to as the  
"Town"), a Fire Protection District known as the Wreck Lead  
Fire Protection District, embracing that territory in the Town  
described in the resolution establishing said District,  
adopted by the Town Board of the Town, and the resolutions, if  
any, thereafter extending such District; and

WHEREAS, after a public hearing on due notice, the said  
Town Board duly authorized an agreement with the Fire  
Department for fire protection within the territory of the  
Protection District, for a period of five (5) years upon the  
terms and conditions herein set forth; and

WHEREAS, this agreement has been duly authorized and  
consented to by the Volunteer Fire Department of the  
Incorporated Village of Island Park pursuant to Section 209-d

of the General Municipal Law of the State of New York, and also by the Board of Trustees of said Village after a public hearing on due notice.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Protection District does engage the Fire Department to furnish fire protection within the territory of the Protection District, and the Fire Department agrees to furnish such fire protection upon the following terms and conditions:

FIRST: The Fire Department agrees to provide and furnish during the period of this agreement beginning on the 1<sup>st</sup> day of January, 2016, and ending on the 31<sup>st</sup> day of December, 2020, protection against loss by fire to property located within the territory of the Protection District, to protect the lives of the inhabitants of such District to the best of its ability, to provide emergency rescue, first aid, ambulance and emergency medical services and protection and response and at all times during the term of this agreement to maintain fire-fighting equipment sufficient in quality and quantity to meet the approval of the ISO Commercial Risk Services, Inc., in such manner as will insure the rating of property within the territory of the Protection District as located within a protected area.

SECOND: In consideration of furnishing aid and apparatus as aforesaid, the Protection District will pay to the Fire Department the annual sum of \$130,618.00 for the year 2016; of \$130,618.00 for the year 2017; of \$130,618.00 for the year 2018; of \$130,618.00 for the year 2019; and \$132,577.00

for the year 2020; such sums to be levied and assessed upon the taxable property within the Protection District and collected with the other Town taxes by the Town.

THIRD: If the Fire Department is either a fire district or a private fire company, it hereby covenants that it will keep all moneys paid to it by the Protection District pursuant to this agreement for the purchase and maintenance of fire-fighting equipment or apparatus or for the payment of premiums for insurance of firemen and liability insurance, the maintenance of the building, or buildings, used for the storage of such fire-fighting equipment or apparatus.

If the Fire Department is a fire district, the purposes and expenditures described in subparagraph "a" hereof shall include the payments provided in Subdivision 16 of Section 176 of the Town Law, and Section 209-d of the General Municipal Law.

If the Fire Department is a village or a fire district, it may pay to the Volunteer Fire Department or Company under its jurisdiction which renders the fire protection services to be furnished hereunder a portion of the consideration paid hereunder in accordance with subdivision 16 of Section 176 of the Town Law, and Section 209-d of the General Municipal Law.

FOURTH: The Protection District hereby agrees to provide the benefits required to be provided by the Town, pursuant to the Volunteer Firemen's Benefit Law, during the term of this agreement, and the Village/Fire Department hereby agrees to provide all liability insurance other than for benefits payable by the Protection District, to the members of

the Fire Department pursuant to the Volunteer Firemen's Benefit Law, required for the protection of its members, and to hold the Town and the Protection District harmless from any and all claims for injury or damage to persons and property arising out of its operation under this agreement, other than claims for such benefits. The Village/Fire Department shall annually provide to the Town Clerk and Town Attorney appropriate certificates of insurance, naming the Wreck Lead Fire Protection District and Town of Hempstead as additional insured with liability insurance in the amount of no less than (\$1 million) one million dollars per person, (\$2 million) two million dollars per occurrence, and excess insurance in the amount of (\$5 million) five million dollars.

FIFTH: The Fire Department agrees to comply in all respects with the provisions of Section 296 of the Executive Law of the State of New York and Section 202-a, subdivision 17(a), of the Village Law of the State of New York, both of which prohibit discrimination in membership of volunteer fire departments.



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

TOWN OF HEMPSTEAD on behalf of  
WRECK LEAD FIRE PROTECTION  
DISTRICT

BY \_\_\_\_\_  
Supervisor

INCORPORATED VILLAGE OF ISLAND  
PARK

By Michael J. Gray  
Mayor



RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF DAWN MARIE BERNAL  
AS OFFICE AIDE, IN THE OFFICE OF THE  
RECEIVER OF TAXES.

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

RESOLVED, that Dawn Marie Bernal be and hereby is appointed  
Office Aide, Non Competitive, Grade 2, Start Step (A), \$34,779, in the Office of the Receiver of  
Taxes, by the Receiver of Taxes and ratified by the Town Board of the Town of Hempstead effective  
October 1, 2019 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: TRANSFER OF VALERIE CALDWELL, OFFICE SERVICES ASSISTANT, FROM THE DEPARTMENT OF WATER TO THE DEPARTMENT OF INFORMATION AND TECHNOLOGY.

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

RESOLVED, that Valerie Caldwell, Office Services Assistant, be and hereby is transferred from the Department of Water to the Department of Information and Technology, with no change in salary, by the Commissioner of the Department of Information and Technology and the Town of Hempstead Civil Service Commission and ratified by the Town Board of the Town of Hempstead effective September 13, 2019 and BE IT

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

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF ALEXANDREA  
CHARALAMBOUS AS KENNEL WORKER, IN  
THE DEPARTMENT OF GENERAL SERVICES,  
ANIMAL SHELTER AND CONTROL DIVISION.

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

RESOLVED, that Alexandra Charalambous be and hereby is appointed Kennel Worker, Non Competitive, Grade 13, Start Step (A), \$46,772, in the Department of General Services, Animal Shelter and Control Division, by the Commissioner of the Department of General Services and ratified by the Town Board of the Town of Hempstead effective October 1, 2019 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 DOUGLAS KNAB, JR. AS  
EQUIPMENT OPERATOR I, IN THE  
DEPARTMENT OF GENERAL SERVICES,  
BUILDINGS AND GROUNDS DIVISION.

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

RESOLVED, that Douglas Knab, Jr. be and hereby is appointed Equipment Operator I, Non Competitive, Grade 11, Start Step (A), \$44,176, in the Department of General Services, Buildings and Grounds Division, by the Commissioner of the Department of General Services and ratified by the Town Board of the Town of Hempstead, effective October 1, 2019 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: TRANSFER OF DANA-LYNN MULLIGAN,  
CLERK LABORER, FROM THE DEPARTMENT  
OF GENERAL SERVICES, ADMINISTRATION  
TO THE DEPARTMENT OF OCCUPATIONAL  
RESOURCES.

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

RESOLVED, that Dana-Lynn Mulligan, Clerk Laborer, be and  
hereby is transferred from the Department of General Services, Administration to the Department of  
Occupational Resources, with no change in salary, by the Commissioner of the Department of  
Occupational Resources and ratified by the Town Board of the Town of Hempstead effective  
September 25, 2019 and BE IT

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

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF ANTHONY MUSANTE AS  
LABORER I, IN THE DEPARTMENT OF  
GENERAL SERVICES, CEMETERY DIVISION.

On motion made by

the following resolution was adopted upon roll call:

RESOLVED, that Anthony Musante be and hereby is appointed Laborer I, Labor Class, Grade 9, Start Step (A), \$41,691, in the Department of General Services, Cemetery Division, by the Commissioner of the Department of General Services and ratified by the Town Board of the Town of Hempstead, effective October 1, 2019 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 MEGHAN RAEDY AS  
KENNEL WORKER, IN THE DEPARTMENT OF  
GENERAL SERVICES, ANIMAL SHELTER  
AND CONTROL DIVISION.

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

RESOLVED, that Meghan Raedy be and hereby is appointed Kennel Worker,  
Non Competitive, Grade 13, Start Step (A), \$46,772, in the Department of General Services, Animal  
Shelter and Control Division, by the Commissioner of the Department of General Services and ratified  
by the Town Board of the Town of Hempstead, subject to satisfactory completion of pre-employment  
criteria, effective October 1, 2019 and BE IT

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

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: APPOINTMENT OF ANTHONY VICARIO AS  
MAINTENANCE MECHANIC I, IN THE  
DEPARTMENT OF WATER.

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

RESOLVED, that Anthony Vicario be and hereby is appointed  
Maintenance Mechanic I, Non Competitive, Grade 12, Start Step (A), \$45,472, in the Department of  
Water, by the Commissioner of the Department of Water and ratified by the Town Board of the Town  
of Hempstead effective September 25, 2019 and BE IT

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

AYES:

NOES:

RESOLUTION NO:

CASE NO:

ADOPTED:

RE: AMENDMENT OF RESOLUTION  
NO. 989/4-2019, ENRIQUE FIGUEROA, IN THE  
DEPARTMENT OF SANITATION.

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

WHEREAS, Resolution No. 989/4-2019 states an incorrect probationary  
period NOW, THEREFORE, BE IT

RESOLVED, that the resolution should not have a probationary period.

AYES:

NOES:

9/24/2019

In addition there are (12) Twelve Resolutions for various types of Leaves of Absence.